Notice of Regular Meeting
Board of Trustees
August 30, 2022

A Regular Meeting of the Board of Trustees will be held on August 30, 2022, beginning at 7:00 PM, in the Administration Building, 400 East Loop 340, Waco, TX 76705.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Roll Call, Establishment of Quorum, and Call to Order -- Board President
II. Opening Ceremony -- Board President
III. Consider Listing of Agenda Items -- Board President
IV. Public Hearing to Discuss the 2022-2023 Fiscal Year Budget and Proposed Tax Rate -- Mr. James Garrett
V. Recognition Items -- Board President and Dr. Sharon M. Shields
VI. Public Participation -- Board President
VII. Special Reports -- Board President
    A. Superintendent's Report -- Dr. Sharon M. Shields
        1. Student Enrollment Update -- Dr. Sharon M. Shields
        2. Calendar of Events -- Dr. Sharon M. Shields
    B. Delinquent Tax Collection Report -- Mr. James Garrett
VIII. Consider Consent Agenda Items -- Board President
    A. Minutes for Meetings Held -- Ms. Lori Mynarcik
    B. Consider McLennan County Adjunct Faculty Agreement, Extracurricular Status for 4-H, and the Resolution for Extracurricular Status of 4-H Organization -- Dr. Sharon M. Shields
    C. Consider La Vega High School Band Out-of-State Trip -- Dr. Sharon M. Shields
    D. 2022-2023 School Calendar Amendment -- Dr. Charla Rudd
    E. Consider Public Impact: Scope of Work Service Agreement -- Dr. Charla Rudd
    F. Personnel Items -- Mr. Todd Gooden
    G. Monthly Tax Collection Recap and Report -- Mr. James Garrett
    H. Child Nutrition Adult Meal Pricing for 2022-2023 -- Mr. James Garrett
    I. Consider 2022-2023 Budget for State Compensatory as Required by House Bill 5 -- Mr. James Garrett
    J. Budget Amendments -- Mr. James Garrett
IX. Action and Discussion Items -- Board President
    A. Consider Monthly Budget Analysis Report -- Mr. James Garrett
    B. Consider Official Budget for 2022-2023 -- Mr. James Garrett
    C. Consider Debt Service Tax Rate Resolution -- Mr. James Garrett
    D. Consider Tax Rate Ordinance for 2022-2023 -- Mr. James Garrett
    E. Consider Resolution Regarding Fund Balance Designations -- Mr. James Garrett
    F. Consider Proposal for LED Lighting Energy Conservation Project -- Mr. James Garrett
    G. Consider Replacement of Cafeteria Serving Line at La Vega Junior High George Dixon Campus -- Mr. James Garrett

H. Consider Teacher and Professional Employee Contract Recommendations -- Mr. Todd Gooden

X. Closed Meeting -- Board President

XI. Adjournment -- Board President

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

_____

For the Board of Trustees

ROLL CALL, ESTABLISHMENT OF QUORUM, AND CALL TO ORDER

The meeting was called to order at _____ m.

Board of Trustees Members Present: _____

_____

Board of Trustees Members Absent: _____

_____

School Personnel Present: _____

_____

_____

_____

Others Present: _____

_____

_____

BOARD PRESIDENT:

THE OPENING CEREMONY CONSISTING OF THE PLEDGE OF ALLEGIANCE

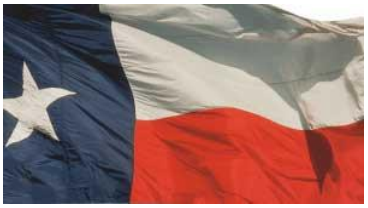
TO THE AMERICAN FLAG AND TO THE TEXAS FLAG WILL BE PROVIDED BY:

_____

(NAME, TITLE, POSITION, LVISD CAMPUS/DEPT.)



PLEDGE TO UNITED STATES FLAG. I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.



PLEDGE TO TEXAS FLAG: "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

APPROVE LISTING OF AGENDA ITEMS

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields and Board President

Background Information:
Board Members are asked to review the listing of agenda items.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Motion:

Second:

For:

Against

Abstain:

PUBLIC HEARING TO DISCUSS THE 2022-2023 FISCAL YEAR BUDGET AND PROPOSED TAX RATE

Presented for:
Board action ☐ Report/Review Only ☒ Consent Agenda Item ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Mr. James D. Garrett

Background Information:
The Board set the public hearing on the 2022-2023 budget and tax rate for August 30, 2022. At the public hearing, any taxpayer in the District may be present and participate in the meeting.

The Board may hear public comments, discuss, and then vote to adopt the budget and tax rate, all in the same public meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

RECOGNITION ITEMS

Presented for:
Board action ☐ Report/Review Only ☒ Consent Agenda Item ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Board President

Background Information:
This portion of the board meeting is reserved to recognize students, staff, and Board Members for exemplary accomplishments beyond the District Level.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

PUBLIC PARTICIPATION

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person(s):
Board President and Dr. Sharon M. Shields

Background Information:
LVISD POLICY BED (LOCAL) -- Public Participation: At regular meetings the Board shall allot 30 minutes to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

Limit on Participation: Audience participation is limited to the portion of the meeting designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the presiding officer. No presentation shall exceed five (5) minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

Board's Response—Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns—Complaints and concerns for which other resolution channels are provided shall be directed through those channels. The presiding officer or designee shall determine whether a person who wishes to address the Board has attempted to solve a matter administratively. If not, the person shall be directed to the appropriate policy to seek resolution before bringing the matter to the Board at a subsequent meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

SPECIAL REPORTS

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
N/A

Background Information:
This portion of the meeting is to provide special reports to the Board of Trustees.

Fiscal Implication:
N/A

Administrative Recommendation:
This report is being provided for informational purposes.

Superintendent's Report

1. **Student Enrollment Report**
2. **Calendar Events**
3. **Other Miscellaneous Items**

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
This portion of the board meeting is reserved to update the Board of Trustees on calendar and miscellaneous items.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Delinquent Tax Collection Report

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James D. Garrett

Background Information:
As of July 1, 2022, all remaining taxes owed to La Vega ISD have become delinquent, drawing both penalty and interest in addition to the taxes. Mr. Robert Myers, an attorney with the law firm of McCreary, Veselka, Bragg & Allen, P.C., the District's delinquent tax attorneys, will provide a report to the Board of Trustees on the prior year's activities.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

MCCREARY, VESELKA, BRAGG & ALLEN, P. C.
The Solution To All Your Collection Needs ™ Attorneys at Law

REPORT ON DELINQUENT PROPERTY TAX COLLECTIONS

for the

La VEGA INDEPENDENT SCHOOL DISTRICT

August 30, 2022

Robert L. Meyers
Attorney at Law
100 North 6th Street, Suite 602
Waco, Texas 76701
254-756-7755

www.mvbalaw.com

MCCREARY, VESELKA, BRAGG & ALLEN, P. C.
The Solution to all Your Collection Needs™ Attorneys at Law

August 30, 2022

Dr. Sharon M. Shields
Superintendent
La Vega Independent School District
400 East Loop 340
Waco, TX 76705

Re: Report on Delinquent Property Tax Collections

Dear Dr. Shields:

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

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

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

Sincerely,

Robert L. Meyers

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
ATTORNEYS AT LAW

"The Solution To All Your Collection Needs ™"

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

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

CURRENT TAX COLLECTIONS

- The **District's** Total Annual Tax Collections (current and delinquent taxes, penalties, and interest) actually **exceed** the amount of taxes that have been levied. (Chart Page 2)

- As of the date of this report, the **District** has collected **98.17% to 99.60%** of the taxes that were levied for each of the last four years. (Chart Page 3)

DELINQUENT TAX COLLECTIONS

- We have collected **69.05%** of the taxes referred to us in July 2021, **75.23%** of the taxes referred to us in July 2020, and **82.05%** of the taxes referred in July 2019. The balance of these taxes is being quickly and efficiently collected. (Charts Pages 4-5)

- In order to collect the **District's** delinquent taxes during this report period we have:
    - Sent over **1,919** Delinquent Tax Notices
    - Filed **33** Delinquent Tax Suits
    - Recovered **13** Judgments and
    - Posted **18** properties for sale

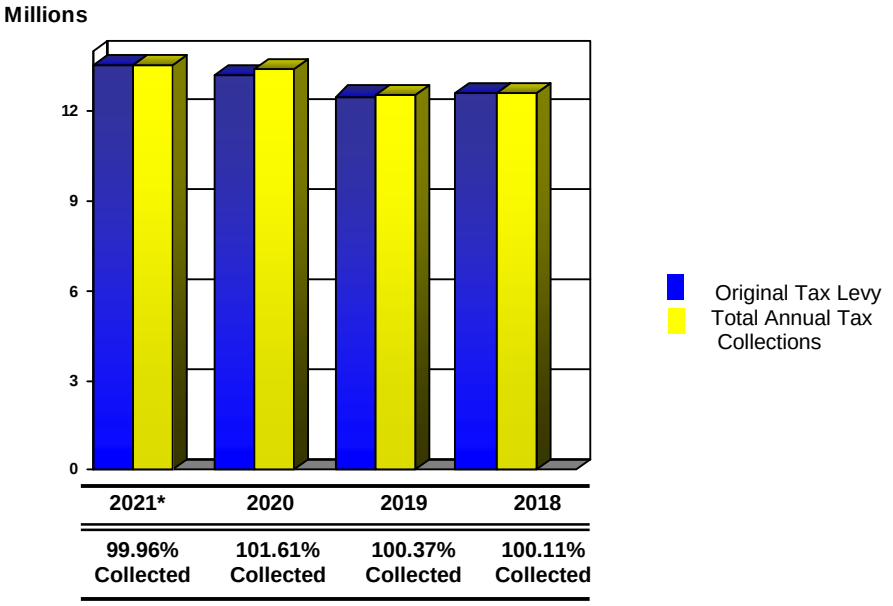
PROPERTY VALUE AUDITS

- We filed audits of the District's taxable value with the Comptroller of Public Accounts that has resulted in the District receiving **$317,517** in additional state aid. (Page 11)

TOTAL ANNUAL TAX COLLECTIONS

The District's Total Annual Tax Collections ***actually exceeded the amount of taxes that were levied.*** The District has collected over **100.00 %**, of its tax levy for tax years 2018 through 2020. Collections for 2021 are through July 31, 2022 and do not include a full year of collections.

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



Typically, the District's Total Tax Collections, being the amount of Current Taxes added to the Delinquent Taxes, Penalties and Interest also collected is greater than the amount of taxes levied by the District. Thus, the District is assured that each year it will collect over 100% of the taxes that are levied.

(The amounts listed have been adjusted for tax office corrections.)

TOTAL ANNUAL TAX COLLECTIONS
(SEPTEMBER 1 THROUGH AUGUST 31)

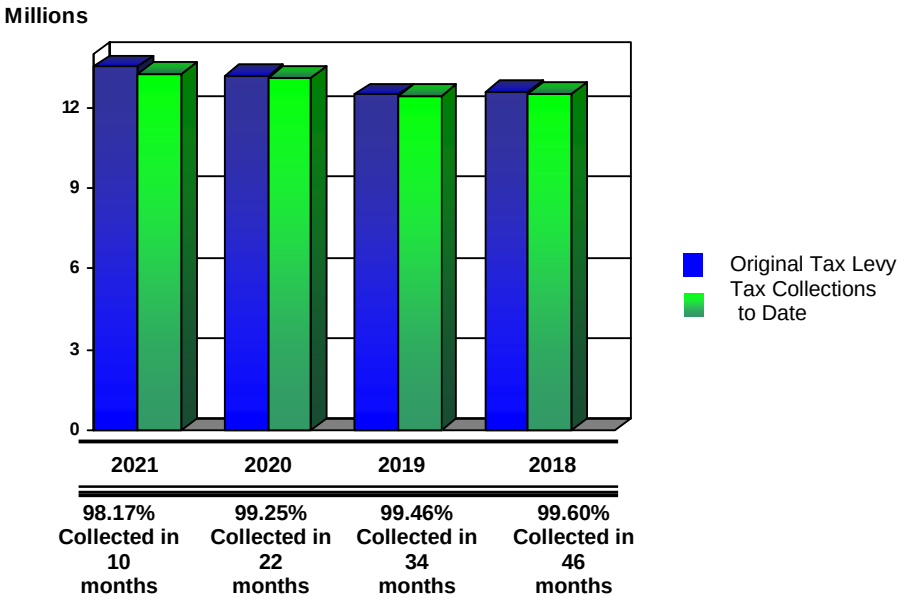
Tax Year	Original Tax Levy (Adjusted)	Total Annual Tax Collections	Percent Collected
2021*	$13,492,940	$13,487,005	99.96%
2020	$13,170,818	$13,382,727	101.61%
2019	$12,471,290	$12,518,031	100.37%
2018	$12,569,603	$12,583,216	100.11%

**Tax Collections through July 31*

COLLECTION OF TAX LEVY

Listed below are the last four tax years. As of July 31, 2022, **98.17%** to **99.60%** of the taxes levied for the tax years 2018 through 2021 have been recovered. For each of the tax years prior to 2018, the District has collected over 99.00% of the taxes that were levied.

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



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

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

COLLECTION OF TAX LEVY
(TAX COLLECTIONS FROM OCTOBER 1 OF EACH TAX YEAR THROUGH JULY 31, 2022)

Tax Year	Original Tax Levy (Adjusted)	Tax Collected to Date	Percent Collected	Number of Months of Collection
2021	$13,492,940	$13,246,509	98.17%	10
2020	$13,170,818	$13,072,343	99.25%	22
2019	$12,471,290	$12,403,406	99.46%	34
2018	$12,569,603	$12,519,527	99.60%	46

COLLECTION STATUS OF DELINQUENT TAXES

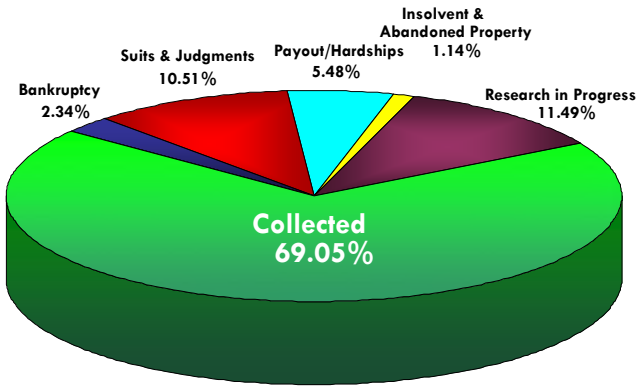
Each July 1, the District refers its unpaid delinquent taxes from the prior year to us for collection. The following charts depict the success we have had in collecting the taxes referred to us. As of July 31, 2022, we have collected:

- **69.05%** of the 2020 taxes that were referred to us on July 1, 2021 (13 months)
- **75.23%** of the 2019 taxes that were referred to us on July 1, 2020 (25 months)
- **82.05%** of the 2018 taxes that were referred to us on July 1, 2019 (36 months)

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

COLLECTION STATUS OF 2020 DELINQUENT TAXES

MVBA *has collected **69.05%** of the 2020 taxes that were referred to us.*

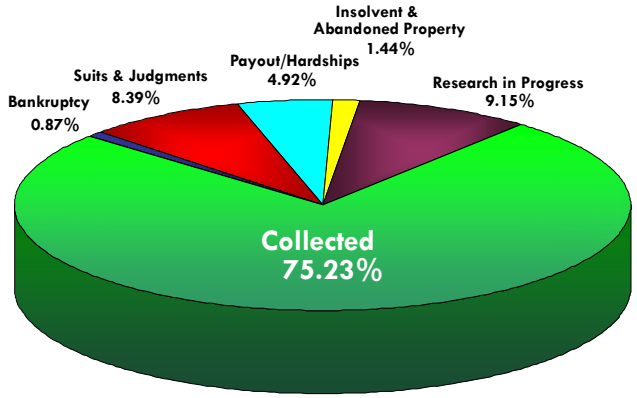


Delinquent Taxes Collected: $219,689

Category	Total Due (7/1/21)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	$318,164	**$219,689**	$7,431	$33,434	$17,433	$3,631	$36,547
Percent		**69.05%**	2.34%	10.51%	5.48%	1.14%	11.49%

COLLECTION STATUS OF 2019 DELINQUENT TAXES

MVBA *has collected* ***75.23%*** *of the 2019 taxes that were referred to us.*

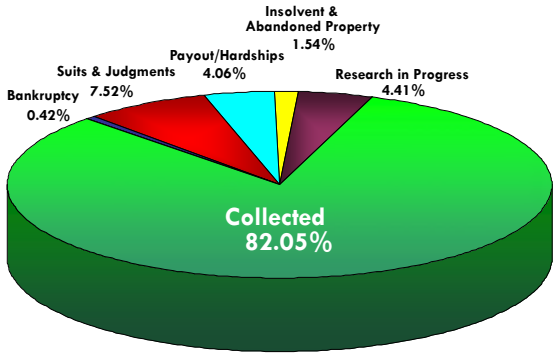


Delinquent Taxes Collected: $206,164

Category	Total Due (7/1/20)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	$274,048	**$206,164**	$2,386	$23,001	$13,472	$3,950	$25,075
Percent		**75.23%**	0.87%	8.39%	4.92%	1.44%	9.15%

COLLECTION STATUS OF 2018 DELINQUENT TAXES

MVBA *has collected* ***82.05%*** *of the 2018 taxes that were referred to us.*



Delinquent Taxes Collected: $228,953

Category	Total Due (7/1/19)	Collected	Bankruptcy	Suits & Judgments	Payout & Hardships	Insolvent & Abandoned Property	Research in Progress
Amount	$279,029	**$228,953**	$1,166	$20,979	$11,321	$4,308	$12,303
Percent		**82.05%**	0.42%	7.52%	4.06%	1.54%	4.41%

THIS OUTSTANDING LEVEL OF COLLECTIONS DID NOT SIMPLY HAPPEN.

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

DEFINITIONS AND COMMENTS REGARDING CHARTS 3, 4 & 5

Lawsuits/Judgments

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

Bankruptcy

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

Insolvent Personal & Abandoned Real Property

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

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

Pre-Litigation Payouts/Deferrals & Hardships

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

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

Research in Progress

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

DELINQUENT PROPERTY TAX COLLECTION ACTIVITY

(August 1, 2021 through July 31, 2022)

TAXPAYER NOTIFICATION

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

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

Type of Notices	*Number of Notices*
Initial Notices are polite, but pointed, notices designed to remind the delinquent property owner of their tax liability and urging voluntary payment of the taxes due.	713
Homeowner Assistance Notices informed taxpayers that the State of Texas Department of Housing and Community Affairs has funds available to assist homeowners with payment of their delinquent taxes on their homes. The notices were printed in English and Spanish and included the toll-free telephone number and the website address to the department for additional information.	74
Delinquent Notices are more insistent notices requiring payment of the delinquent taxes.	393
Demand Notices are sent on selected accounts giving notice that if the taxes are not paid, a delinquent tax suit will be filed against the property owner and the property.	358
TOTAL NOTICES	**1,915**

LITIGATION

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

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Number of Suits	Number of Properties	Amount Due
33	39	$132,684

JUDGMENTS

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

Number of Judgments	Number of Properties	Amount Due
13	20	$52,985

TAX SALES

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

Date of Sale	*Properties Posted for Sale*	*Properties Paid/Payout*	*Properties Sold/ Conveyed into Trust*	*Amount Due*
9/7/2021	4	3	1	$21,830
11/2/2021	3	2	1	$17,107
1/4/2022	2	0	2	$7,246
3/3/2020	5	5	0	$1,404
5/4/2021	3	1	2	$1,487
7/5/2022	1	1	0	$6,108
TOTAL	**18**	**12**	**6**	**$55,182**

BANKRUPTCY LITIGATION

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

Type	Number of Bankruptcies	Number of Properties	Amount Due
Proofs of Claim	1	1	$198
Dismissed/ Closed	2	2	$2,785

PROPERTY VALUE AUDITS

Our firm filed audits of the district's taxable value with the Comptroller of Public Accounts. The audits reported corrections and changes to the District's tax roll which decreased the District's taxable value and tax levy. The audits lowered the Comptroller's finding of the District's taxable which it reported to the Texas Education Agency that entitled the District to additonal state aid. The amount of reduction in the District's taxable values is listed below:

Tax Year	Decrease in Value	Additional State Aid
2016	$8,929,448	$58,621
2017	$9,598,897	$141,468
2019	$8,454,362	$117,428
Total		**$317,517**

FEE FOR SERVICES

All of our collection and property value services are provided at no cost.

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

CONSENT AGENDA ITEMS

Presented for:
Board action ☒ Report/Review Only ☒

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
N/A

Background Information:
The consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Motion:

Second:

For:

Against

Abstain:

Approve Minutes for Meeting(s) Held

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields or Ms. Lori Mynarcik

Background Information:
The Board shall prepare and retain minutes or make a tape recording of each of its open meetings. The minutes shall state the subject matter of each deliberation and shall indicate each vote, order, decision, or other action taken by the Board. The minutes or tapes are public records and shall be made available for public inspection and copying on request to the Superintendent or designee.

Fiscal Implication:
None.

Administrative Recommendation:
Board review and approval.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District
400 East Loop 340, Waco, Texas 76705
254-299-6700 ♦ 254-799-8642 FAX

Office of the Superintendent

La Vega I.S.D. Board of Trustees
Minutes of the Regular Meeting
July 19, 2022

BOARD MEMBERS PRESENT – Mildred Watkins, Henry C. Jennings, Raymond Koon, Rev. Larry Carpenter, Randy Devorsky, and Myron Ridge

BOARD MEMBERS ABSENT – Brenda Rocha

SCHOOL PERSONNEL PRESENT – Dr. Sharon M. Shields, Todd Gooden, Dr. Charla Rudd, James D. Garrett, Sandra Gibson, Chief Kerry Blakemore, and Lori Mynarcik

OTHERS PRESENT – Dave Thiel

CALLED TO ORDER – Board President Mildred Watkins established a quorum and brought the board meeting to order at 7:00 p.m.

OPENING CEREMONY – The Pledges of Allegiance to the United States Flag and the Texas Flag were led by Mr. Todd Gooden, Deputy Superintendent for Personnel and Administration.

APPROVED LISTING OF AGENDA ITEMS – Motioned by Mr. Koon and seconded by Mr. Devorsky, the Board unanimously approved the listing of agenda items.

RECOGNITION ITEMS – None

PUBLIC PARTICIPATION – None

SPECIAL REPORTS – Board Members received the following special report(s).

Superintendent's Information to the Board – Dr. Sharon M. Shields, Superintendent, updated the Board Members on upcoming calendar items and other miscellaneous information.

House Bill 3 (HB3) Literacy, Math, and College, Career, and Military Readiness (CCMR) End-of-Year Summary – Board Members received an end-of-year summary of the House Bill 3 (HB3) Literacy, Math, and College, Career, and Military Readiness (CCMR).

APPROVED CONSENT AGENDA ITEMS - Motioned by Mr. Devorsky and seconded by Mr. Koon, the Board unanimously approved the following consent agenda items:

- the minutes for the June 21, 2022 regular board meeting
- the monthly tax collection recap and report
- the budget amendments as presented
- the quarterly investment report
- the job description for Assistant Chief of Police
- the job description for Chief of Police
- the job description for Police Lieutenant
- the job description for Police Officer
- the job description for Police Sergeant
- the 2022-2023 District-Wide Stipend List
- the revisions to the 2022-2023 La Vega ISD Employee Handbook
- Policy Manual Update 119
- Revisions to Policy FDA(LOCAL) Admissions: Interdistrict Transfers
- the La Vega ISD District of Innovation Renewal Plan

ACTION AND DISCUSSION ITEMS - The following items were considered, discussed, and/or approved by the Board of Trustees.

Approved the Monthly Budget Analysis Report – On a motion by Mr. Koon and seconded by Mr. Ridge, the Board Members unanimously approved the monthly budget analysis report as presented.

Discussed the Preliminary 2022-2023 Budget – The Board of Trustees and administration discussed the 2022-2023 budget.

Construction Budget Update for Addition to Fieldhouse with Locker Room and Weight Room Expansion – Board Members and the administration received and discussed the job cost breakdown for the addition to the fieldhouse with locker room and weight room expansion.

Teacher and Professional Employee Contract Recommendations – On a motion by Mr. Devorsky and seconded by Mr. Koon, the Board Members unanimously approved the teacher and professional employee contract recommendations for Taylor Akers, Shirley Atwood, LeeAnn Ermis, Maria Grmela, Johnny Neal, Ashley Syphrett, and Leonardo Torres.

CLOSED MEETING – A closed session of the Board of Trustees was declared at 8:35 p.m. on July 19, 2022 as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.074 to discuss personnel matters. The closed meeting ended at 8:44 p.m. on July 19, 2022.

ADJOURNMENT - On a motion by Rev. Carpenter and seconded by Mr. Devorsky, the Board of Trustees unanimously agreed to adjourn the meeting at 8:44 p.m. on July 19, 2022.

_____
Date of Board Approval

_____
President, La Vega I.S.D. Board of Trustees

_____
Secretary, La Vega I.S.D. Board of Trustees

Consider McLennan County Adjunct Faculty Agreement and the Resolution for Extracurricular Status of 4-H Organization

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
See attached.

Fiscal Implication:
N/A

Administrative Recommendation:
The administration recommends approval of the resolution regarding extracurricular status of the 4-H organization and recognition of the Texas Cooperative Extension staff members as adjunct faculty members of La Vega ISD.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

EXTRACURRICULAR STATUS REQUEST

Request for Extracurricular Status for 4-H

MCLENNAN COUNTY EXTENSION SERVICE

TEXAS A&M AGRILIFE EXTENSION

July 11, 2022

Dr. Sharon Shields
La Vega ISD
400 E. Loop 340
Waco, TX 76705

Dear *Dr. Sharon Shields:*

On behalf of the 4-H members of **McLennan** County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the ***La Vega ISD***. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Madeline Makovy
CEA, 4-H & Youth Development

Dr. Shane McLellan
CEA, Ag & Natural Resources

Jerod Meurer
CEA, Natural Resources

Colleen Foleen
CEA, Family & Community Health

April Strickland
CEA, Better Living for Texans

Ashley Cox
Assistant CEA, Family & Community Health

Attachment: Resolution for Extracurricular Status of 4-H Organization

McLennan County Extension
4224 Cobbs Drive
Waco, Texas 76710
https://mclennan.agrilife.org/ | Tel. 254.757.5180 | Fax. 254.757.5097

EXTRACURRICULAR STATUS REQUEST

Resolution requesting Extracurricular Status for 4-H

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

La Vega Independent School District

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

McLennan County

County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension
will request academic eligibility for all 4-H competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this_____day of_____, 20_____.

_____ _____

Board of Trustee Superintendent

ADJUNCT FACULTY REQUEST

Cover Letter requesting Adjunct Faculty Status

MCLENNAN COUNTY EXTENSION SERVICE

TEXAS A&M AGRILIFE EXTENSION

July 11, 2022

Dr. Sharon Shields
La Vega ISD
400 E. Loop 340
Waco, Tx 76705

Dear *Dr. Sharon Shields:*

On behalf of the **McLennan** County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the **La Vega** Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

McLennan County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope **La Vega** Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Madeline Makovy
CEA, 4-H & Youth Development

Dr. Shane McLellan
CEA, Ag & Natural Resources

Jerod Meurer
CEA, Natural Resources

Colleen Foleen
CEA, Family & Community Health

April Strickland
CEA, Better Living for Texans

Ashley Cox
Assistant CEA, Family & Community Health

Attachment: Adjunct Faculty Agreement

ADJUNCT FACULTY REQUEST

Adjunct Faculty Agreement

THE STATE OF TEXAS
COUNTY OF McLennan

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the **La Vega** Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the **La Vega** Independent School District.

Upon consideration and vote of_____in favor,_____is hereby named as adjunct faculty member(s) of the _____ Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the_____day of_____, 20____and remain in effect until the _____ day of_____, 20_____.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Madeline Makovy	CEA, 4-H & Youth Development	B.S.	Tarleton State University	2022
Dr. Shane McLellan	CEA, Agriculture & Natural Resources	Doctor of Education	Texas A&M University	2014
Jerod Meurer	CEA, Natural Resources	M.S.	Texas A&M University – Kingsville	2015
Colleen Foleen	CEA, Family & Community Health	B.S.	Washington State University	1999
April Strickland	CEA, Better Living for Texans	B.S.	Texas A&M University – San Antonio	2013
Ashley Cox	Assistant CEA, Family & Community Health	M.S.	Tarleton State University	2022

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from **La Vega** Independent School District.

4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District **8** or **Dr. Shane McLellan** County Extension Director.

6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such **Madeline Makovy, Dr. Shane McLellan, Jerod Meurer, Colleen Foleen, April Strickland and Ashley Cox** County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named **McLennan** County Extension Agent(s), **Madeline Makovy, Dr. Shan McLellan, Jerod Meurer, Colleen Foleen, April Strickland, and Ashley Cox** (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now p o s s e s s e d by **La Vega** Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this_____day of_____, 20___.

La Vega Independent School District

By: _____

Consider La Vega High School Band Out-of-State Trip

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields

Background Information:
The La Vega High School Band would like to take a trip to Florida on May 30 to June 3, 2023. There will be approximately 45 students going on the trip and about eight adults will accompany them. The band plans to charter a bus. The band will be attending a live performance at Universal Studios.

Fiscal Implication:
Students electing to go on the trip will make payments starting in October. The band will have two fundraisers to help with the expenses for this trip.

Administrative Recommendation:
The administration recommends approval of La Vega High School out-of-state band trip to Florida on May 30 to June 3, 2023.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

2022-23 School Calendar Amendment

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields; Dr. Charla Rudd

Background Information:
The Board of Trustees adopted the School Calendar for 2022-23 during the Regular Meeting on Tuesday, April 19, 2022. The State of Texas released Accountability Ratings for districts on August 15, 2022. La Vega ISD was rated a B (87). In reviewing the professional development schedule outlined for the district staff, the district leadership requests four (4) additional days to work with staff in developing plans, attending additional trainings and meeting across campuses for content specific alignment to prepare students to continue to grow academically. The leadership is requesting consideration of designating four instructional days as professional learning days.

- September 16, 2022 (Friday)
- October 31, 2022 (Monday)
- February 20, 2022 (Monday)
- April 10, 2022 (Monday)

Fiscal Implication:
$3,000

Administrative Recommendation:
Approve the 2022-23 School Calendar amendment to change four instructional days to staff development days.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District

PROPOSED 2022-2023 Academic Calendar

JULY

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						

AUGUST

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	P			

SEPTEMBER

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16}	17
18	{19	20	R	22	23	24
25	26	27	28	[29]	30	

OCTOBER

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16	17	18	19	20	21	22
23	24	25	26	27	28}	29
30	{31					

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

S	M	T	W	T	F	S
			P	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17}	18
19	{20	21	R	23	24	25
26	27	28				

MARCH

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12	13	14	15	16	17	18
19	20	21	P	23	[24]	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
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9	{10	11	R	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
2	22	23	E}	[25]	26	27
28	29	30	R			

JUNE

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	

16	22	*Jul. 4 -- Independence Day Holiday*			
		Aug. 1 -- New Teacher Orientation	16	22	
		Aug. 2-- District Convocation			
		Aug. 2-9 -- Staff Development / Teacher Workdays			
		Aug. 10 -- Beginning of First Reporting Period			
		Sep. 5 -- Labor Day Holiday			
		Sep. 16 -- End of First Reporting Period			
		Sep. 19 -- Beginning of Second Reporting Period			
		Sep. 29 -- Student Holiday / Staff Development / Teacher Workday			
		Sep. 30 -- Student and Staff Holiday			
19	20	*Oct. 10 -- Student and Staff Holiday*	19	20	
		Oct. 28 -- End of Second Reporting Period			
		Oct. 31 -- Beginning of Third Reporting Period			
		Nov. 14 -- Student Holiday / Staff Development / Teacher Workday			
		Nov. 21-25 -- Thanksgiving Holidays			
		Dec. 16 -- Early Release			
		Dec. 16 -- End of Third Reporting Period			
		Dec. 19-Jan. 2 -- Christmas Break			
		Jan. 3-4 -- Student Holiday / Staff Development / Teacher Workday			
20	20	*Jan. 5 -- Beginning of Fourth Reporting Period*	19	19	
		Jan. 16 -- MLK Holiday			
		Jan. 27 -- Student Holiday / Staff Development / Teacher Workday			
		Feb. 17 -- End of Fourth Reporting Period			
		Feb. 20 -- Beginning of Fifth Reporting Period			
		Mar. 6-10 -- Spring Break			
		Mar. -- Student Holiday / Staff Development / Teacher Workday			
		Apr. 6 -- End of Fifth Reporting Period			
		Apr. 7 -- Good Friday Holiday			
16	17	*Apr. 10 -- Beginning of Sixth Reporting Period*	18	19	
		May 24 -- Early Release			
		May 24 -- End of Sixth Reporting Period			
		May 25 -- Teacher Workday			
		May 26-27 -- Bad Weather Days			
		May 29 - Memorial Day Holiday			
		Jun. 19 -- Juneteenth Holiday			
12	12				
		Aug. 3-5 -- Curriculum Camp			
		Sep. 26-28 -- Interim Assessments			
		Nov. 9-11 -- Interim Assessments			
		Jan. 24-26 -- Interim Assessments			
		Mar. 21-23 -- Interim Assessments			
83	91		91	96	

TEACHING DAYS

Reporting Periods	Days	Semester	Days
1st	27		
2nd	27		
3rd	29	1st	83
4th	30		
5th	28		
6th	33	2nd	91
Total Days	174		174

Student Days	Teacher Days
174	187

LEGEND

	New Teacher Orientation
[ ]	Staff Development/Teacher Workdays
{ }	Reporting Period
P	Progress Reports
R	Report Card Dates
⬭	State Assessment Testing*
E	Early Release Days
	Holidays
W	Weather Days

* Refer to TEA state testing calendar for additional dates

Amendment Consideration

Public Impact: Scope of Work Service Agreement

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Dr. Sharon M. Shields, Dr. Charla Rudd

Background Information:
Public Impact consulted with La Vega ISD in 2020-2022, to provide support and training in Opportunity Culture. The purposed project continues the support of the work begun by grant for the 2022-23 school year. Public Impact will continue to build capacity with district level leadership through the Opportunity Culture Director, Assistant Superintendent for Curriculum and Instruction and Chief Academic Officer for Acceleration through bi-weekly support meetings. The team will engage in major design and implementation supports to move to independency of OC functions by LVISD leaders. Access to the extensive documents, templates, files, and resources in the Opportunity Culture Portal will continue for the year. School year professional learning series for the various roles in Opportunity Culture (Multi-Classroom Leader (MCL), Master Team Reach Teacher (MTRT), and Team Reach Teacher (TRT) for individuals in their first and second year will continue. Additional support for school leaders, reach associates and teacher residents through the universities will also be available if needed by district leadership. The total cost for the three major areas of support (1. District Capacity-Building; (2. Access to the Opportunity Culture Portal; and (3. School Year Professional Learning Series for Opportunity Culture roles (2022-2023) comes to a cost of $119,500.

Fiscal Implication:
$119,500

Administrative Recommendation:
Vote to accept the scope of work as presented to the district from Public Impact.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

SERVICES AGREEMENT
CONTRACT BETWEEN LA VEGA INDEPENDENT SCHOOL DISTRICT
AND PUBLIC IMPACT, LLC

SECTION I: BACKGROUND AND PURPOSE

Background and Purpose

This is an agreement by and between La Vega Independent School District ("Client"), and Public Impact ("Consultant"), a North Carolina limited liability company.

The purpose of this project is to provide additional consulting support for the implementation of Opportunity Culture to La Vega ISD for the 2022-2023 school year.

SECTION II: SCOPE OF WORK.

See attachment A

SECTION III: TERM AND SCHEDULE

The term of this contract is from July 15, 2022 through June 30, 2023 unless extended by mutual written agreement.

SECTION IV: COST AND PAYMENT

Client shall pay Consultant $119,500 in accordance with the payment schedule outlined in Attachment B for activities as described in Attachment A. If the scope of work for the project exceeds the Scope of Work, the parties may negotiate additional fees and expenses for additional services.

Consultant will submit invoices for work completed. Client shall remit payment upon receipt of invoice.

SECTION V: PROPRIETARY and CONFIDENTIAL INFORMATION

Consultant will use certain materials, processes, products, concepts, tools, and resources developed by Consultant outside of the scope of this Contract ("Consultant's Property"). Consultant retains ownership of and all rights in Consultant's Property regardless of their use in carrying out this Contract. In addition, Consultant will develop additional materials, processes, products, concepts, tools, and resources including but limited to research designs, interview protocols, survey instruments, data analysis and reporting templates (the "Developed Property"). Consultant grants Client a fully paid up, global, perpetual, irrevocable, non-

exclusive license to use, reproduce, modify, distribute, perform and display Developed Property. Nothing in this Agreement shall prevent Consultant from carrying out related work for other clients or independently, provided that such work does not interfere with carrying out the scope of work specified in this Agreement.

SECTION VI: INDEPENDENT CONTRACTOR

It is understood that Consultant shall perform this project as an independent contractor and not as an employee of Client. As an independent contractor, Consultant and its employees shall not receive any regular salary, nor be eligible for any bonus, pension, sick pay or other benefits provided to Client's employees. As an independent contractor, neither the Consultant nor its employees shall not be treated as employees of Client for any reason, including for federal, state or local tax purposes. Consultant is free to engage in other business activities and may offer its services to other companies, organizations, educational institutions or individuals, to the extent that such other business activities do not interfere with Consultant's performance of services under this Agreement.

SECTION VII: ACKNOWLEDGMENT

By signing below, the parties indicate their agreement to the terms contained herein.

By: _____ Date: _____

Dr. Charla Rudd
Chief Academic Officer for Acceleration
La Vega Independent School District
400 E. Loop 340
Waco, TX 76705

By: _____ Date: _____

Bryan Hassel
Co-President
Public Impact, LLC
405A East Main Street
Carrboro, NC 27510

OPPORTUNITY CULTURE
An Initiative of Public Impact

To: **Charla Rudd, & Andreia Foster, La Vega ISD**
From: **ShaLeka Covington & Whitaker Brown, Public Impact**
Date: **July 6, 2022**
Re: **Proposal for 2022-2023 Opportunity Culture implementation support**

Public Impact is pleased to share a proposed scope of work to provide additional consulting support to **La Vega ISD for the 2022-2023 school year, ending June 30, 2023**. This scope of work outlines available supports for implementing Opportunity Culture schools in La Vega ISD. The scope of work also includes some additional support to build capacity among the district leadership team.

Proposed Activities and Estimated Costs

All activities below include ongoing consultation with Public Impact. Public Impact support gives the district the benefit of experience gained by Public Impact in other sites, access to tools that have been developed for those sites, and expert facilitators to help district leaders develop and refine models and processes that meet unique local contexts. Ongoing consultation includes regular, bi-weekly check-in calls with the designated district lead.

Activity Description	
1. **District Capacity-Building.** Public Impact will ensure the OC Director and appropriate district team members participate in all design, professional learning, and monitoring activities beginning with summer training in Summer 2022. This scope of work includes up to two three-hour capacity building sessions to prepare the OC Director and district leaders to engage in major design and implementation supports with an eye toward independently leading Opportunity Culture in the future. Public Impact will also facilitate pre- and post-session conversations with the OC Director. Public Impact may then shift to an advisory capacity in future years while providing materials and expert advising. • Additionally, LVISD's OC director will have access to the "Getting Started as an OC Director/Lead" series, which includes two virtual sessions with national OC directors and an additional follow up coaching call.	
2. **Access to the Opportunity Culture Portal.** Public Impact will provide the district and all implementing schools continued access to the Opportunity Culture Portal and periodic emails designed for educators that contain curated information and resources from Public Impact. The Opportunity Culture Portal is a piece of critical infrastructure to facilitate implementation monitoring and support for Cohort A campuses.	
3. **School Year Professional Learning Series for Opportunity Culture roles (2022-2023).** Public Impact will facilitate virtual learning series specific to Opportunity Culture roles during the school year, designed to help educators learn new skills and reflect on and adjust their work with students and teachers. Sessions are available for each of the OC roles: school leaders, multi-classroom leaders, team reach teachers, and reach associates, with strands available for those in the 1st and 2nd years of their role. Cost estimate is based on 21 to 30 total participants.	
Total	**$119,500**

© Public Impact for La Vega Independent School District

Public Impact will invoice in accordance with the invoice schedule below:

Invoice Date	Invoice Amount
8/15/2022	$19,917.00
10/15/2022	$19,917.00
12/15/2022	$19,917.00
2/15/2023	$19,917.00
4/15/2023	$19,916.00
6/15/2023	$19,916.00
	$119,500.00

Personnel Items

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Note: There were no personnel items pending board approval at the time board agendas were finalized.

Contact Person:
Mr. Todd Gooden

Background Information:
The following personnel items are submitted for board approval.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Monthly Tax Collection Recap and Report

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
The District contracts with the McLennan County Tax Office for the collection of the current and delinquent taxes and penalty and interest on those taxes. As part of this service, the Tax Office supplies the District with a monthly cumulative summary of taxes and penalty and interest collected. Attached the Board will find the monthly tax collection recap and report prepared by the Business Office. This report has been reconciled with the summary report received from the tax office.

Fiscal Implication:
N/A

Administrative Recommendation:
It is recommended that the Board approve the Monthly Tax Collection Recap and Report as submitted.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega ISD
Tax Collection Report

Current Year M&O Taxes	For Month of	Year to Date
	July 2022	July 2022
Original Current Roll		$ 13,277,667
Adjustments	$ (2,077)	$ 215,273
Total Adjusted Roll		$ 13,492,940
Current M&O Taxes Collected	$ 34,322	$ 10,471,268
Current P & I Collected	$ 5,654	$ 50,289
Current Taxes Collected Adjustments		$ -
Total Current Taxes Collected	$ 39,976	$ 10,521,557
% of Current Taxes Collected		77.9782%
Current Year I&S Taxes	**For Month of**	**Year to Date**
Current I&S Taxes Collected	$ 8,284	$ 2,527,420
Current P & I Collected	$ 1,365	$ 12,138
Current Taxes Collected Adjustments	$ -	$ -
Total Current Taxes Collected	$ 9,649	$ 2,539,558
% of Current Taxes Collected		18.8214%
Total Collections Current	**$ 49,624.94**	**$ 13,061,114.94**
		96.80%
Delinquent M&O Taxes	**This Month**	**Year to Date**
Delinquent Taxes Outstanding		$ 715,254
Adjustments	$ (5,761)	$ (60,728)
Total Adjusted Delinquent Roll		$ 654,526
Delinquent M&O Taxes Collected	$ 598	$ 293,467
Delinquent P & I Collected	$ 2,379	$ 52,869
Attorney Fees Collected		$ -
Delinquent Taxes Collected Adjustment		
Total Delinquent Balance Collected	$ 2,977	$ 346,336
% of of Delinquents Collected		52.9141%
Delinquent I&S Taxes	**This Month**	**Year to Date**
Delinquent I&S Taxes Collected	$ 1	$ 69,567
Delinquent P & I Collected	$ 487	$ 10,738
Attorney Fees Collected	$ -	$ -
Delinquent Taxes Collected Adjustment	$ -	$ -
Total Delinquent Balance Collected	$ 488	$ 80,305
% of of Delinquents Collected		12.2692%
Total Collections Delinquent	**$ 3,465**	**$ 426,642**
Grand Total Collections	**$ 53,090**	**$ 13,487,757**
Paid YTD		**$ 13,361,723**
Balance Remaining		**$ 785,743**
		5.55%

Child Nutrition Adult Meal Pricing for 2022-2023

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
Texas Department of Agriculture requires the charge for adult meals to be, at a minimum, greater than the amount of total reimbursement received for a free meal plus any other supplemental payments received by the district plus per-meal value of USDA Food commodities used for the meal service. Because of the increase in the reimbursable meal rates from TDA, we will have to increase our adult meal pricing for 2022-2023. The adjustment will be:

Adult Meals	2021-2022 (Current)	2022-2023 (New)	Increase
Breakfast	$2.50	$3.00	$0.50
Lunch	$4.25	$4.50	$0.25

Fiscal Implication:
N/A

Administrative Recommendation:
It is recommended that the Board approve the 2022-2023 Adult Meal Pricing as submitted.

Consideration for Approval of 2022-2023 Budget for State Compensatory Education

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
Texas Education Code Section 44.002(a) states, "On or before a date set by the State Board of Education, the Superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the district."

House Bill 5 from the 83rd legislative session added new TEC §29.0217 to require each school district to provide accelerated instruction in the applicable subject area each time a student fails to perform satisfactorily on an end-of-course (EOC) assessment instrument. HB 5 also amended TEC §29.081 to require school districts to offer, without cost to a student, additional accelerated instruction in any subject if the student failed to perform satisfactorily on an EOC assessment instrument that measures the knowledge and skills in that course and is required for graduation. Districts are required to separately budget and prioritize state compensatory education funding and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on an EOC assessment instrument. State compensatory education funds cannot be used for any other purpose until the district has sufficiently funded additional accelerated instruction.

Fiscal Implication:
In order to meet the requirements of HB 5, specific Board approval of $2,535,771, which has been included in the existing budget requests, needs to be segregated and identified by Board action. These funds will be used to support the following student accelerated instructional practices and interventions: summer school, student success initiative (SSI) accelerated instruction, end of course (EOC) review sessions, and educational resources to support accelerated instruction.

Administrative Recommendation:
It is recommended that the Board approve the 2022-2023 State Compensatory Budget as submitted to comply with the requirements of HB 5 from the 83rd legislative session.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega ISD
State Compensatory Budget
2022-2023

Instructional	$	2,372,141
Media/Library		2,050
Curriculum/Instruct. Staff Development		25,500
Counseling		3,080
Community/Social Work Services		133,000
	$	2,535,771

This budget includes funds that will be used to support the following student accelerated instructional practices and interventions:

* Summer school
* Student success intiative (SSI)
* Accelerated instruction
* End of Course (EOC) review sessions
* Educational resources to support accelerated instruction
* After school tutoring and rediation

Consider Budget Amendments

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James D. Garrett

Background Information:
Section 2.10.6 of the Financial Accountability System Resource Guide, version 14.0, dated January 2010, states that budget amendments are mandated by the state for budgeted funds reallocated from one function level, and state and/or federal project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and must be amended in the budget for legal compliance.

All budget amendments are required to be adopted by the last day of the fiscal year. All necessary budget amendments must be formally adopted by the school board and recorded in the board minutes.

Fiscal Implication:
Budget amendments are moving from one function to another.

Administrative Recommendation:
Approve the budget amendments as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Amendment Nbr	Amendment Number Description	Originator	Campus/Dept	Board Approval
121619	BUDGET CHANGE	ROSIE SLATER (RSLATER)	835 - CHILD NUTRITION SERVICES	☑

Note: Add funds to account 240-51-6319 to cover funds for recent kitchen repairs. HS Cooler Compressor and JH Kitchen AC Compressor. Also adding additional funds to cover any future repairs that may occur during summer break.

Detail Information

Account Code	Description	Reason	Increase Amt	Decrease Amt	Trans Date	User ID
240-35-6399.00-835-299000	GENERAL SUPPLIES	BUDGET CHANGE	.00	4,000.00	07-13-2022	RSLATER
240-51-6319.00-835-299000	SUPPLIES MAINT & OPERATIONS	BUDGET CHANGE	4,000.00	.00	07-13-2022	RSLATER
		Total:	**4,000.00**	**4,000.00**		

Summary Information

Account Code	Description	Original Budget Amt	Current Approved Amt	Increase Amt	Decrease Amt	Amended Amt	Current Balance
240-35-6399.00-835-299000	GENERAL SUPPLIES	-50,000.00	-67,000.00	.00	4,000.00	-63,000.00	-21,030.18
240-51-6319.00-835-299000	SUPPLIES MAINT & OPERAT	-25,000.00	-12,000.00	4,000.00	.00	-16,000.00	1,366.31
	Total:	**-75,000.00**	**-79,000.00**	**4,000.00**	**4,000.00**	**-79,000.00**	**-19,663.87**

End of Report

Amendment Nbr	Amendment Number Description	Originator	Campus/Dept	Board Approval
121644	BUDGET CHANGE	JAMES GARRETT (JGARRETT)	733 - BUSINESS SERVICES	☑

Note:

Detail Information

Account Code	Description	Reason	Increase Amt	Decrease Amt	Trans Date	User ID
199-81-6219.00-874-299000	FIELD HOUSE PROJECT	BUDGET CHANGE	25,000.00	.00	08-23-2022	JGARRETT
199-11-6119.00-002-211000	SALARIES-TEACHERS/PROFESSI	BUDGET CHANGE	.00	25,000.00	08-23-2022	JGARRETT
		Total:	**25,000.00**	**25,000.00**		

Summary Information

Account Code	Description	Original Budget Amt	Current Approved Amt	Increase Amt	Decrease Amt	Amended Amt	Current Balance
199-11-6119.00-002-211000	SALARIES-TEACHERS/PROF	-1,685,368.00	-1,672,568.00	.00	25,000.00	-1,647,568.00	-727,415.73
199-81-6219.00-874-299000	FIELD HOUSE PROJECT	.00	.00	25,000.00	.00	-25,000.00	.00
	Total:	**-1,685,368.00**	**-1,672,568.00**	**25,000.00**	**25,000.00**	**-1,672,568.00**	**-727,415.73**

End of Report

Fund 199 / 2 GENERAL FUND

Amendment Nbr	Date	Amendment Reason					
	Fnc-Obj.So-Org-Prog		Original	Approved	Increase	Decrease	Amended
121646	08-24-2022	B121646 BUDGET CHANGE					
	11-6119.00-002-211000		-1,685,368.00	-1,672,568.00	.00	82,000.00	-1,590,568.00
	11-6119.00-042-211000		-1,280,696.00	-1,267,896.00	.00	82,000.00	-1,185,896.00
	11-6119.00-103-211000		-1,592,162.00	-1,579,362.00	.00	82,000.00	-1,497,362.00
	11-6119.00-105-211000		-1,963,556.00	-1,950,756.00	.00	82,000.00	-1,868,756.00
	11-6119.00-106-211000		-815,313.00	-802,513.00	.00	82,000.00	-720,513.00
	33-6119.00-999-299000		.00	.00	10,000.00	.00	-10,000.00
	52-6639.00-801-299000		.00	.00	80,000.00	.00	-80,000.00
	53-6119.00-733-299000		.00	.00	70,000.00	.00	-70,000.00
	53-6249.01-813-299000		.00	.00	160,000.00	.00	-160,000.00
	53-6639.00-813-299000		-30,000.00	.00	90,000.00	.00	-90,000.00
				Amendment 121646 Total	**410,000.00**	**410,000.00**	
	Fund 199 / 2 Totals						
	3XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	5XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	6XXX		**-7,367,095.00**	**-7,273,095.00**	**410,000.00**	**410,000.00**	**-7,273,095.00**
	7XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	8XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	Grand Totals						
	3XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	5XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	6XXX		**-7,367,095.00**	**-7,273,095.00**	**410,000.00**	**410,000.00**	**-7,273,095.00**
	7XXX		**.00**	**.00**	**.00**	**.00**	**.00**
	8XXX		**.00**	**.00**	**.00**	**.00**	**.00**

End of Report

ACTION / DISCUSSION ITEMS

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
N/A

Background Information:
The following items are included for board discussion and possible action.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

Monthly Budget Analysis Report

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
The District compiles and reports revenue and expenditure data for all funds on a monthly basis. The attached monthly budget analysis reports compare year-to-date revenue and expenditures to the same period from last fiscal year. Monthly budget analysis reports are presented for the General Operating Fund; Child Nutrition Fund; and, Debt Service Fund. The August reports are unaudited and preliminary. There are entries that will need to made that will adjust these numbers, ie. receivables, payables.

Fiscal Implication:
N/A

Administrative Recommendation:
It is recommended that the Board approve the Monthly Budget Analysis Reports as submitted.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 07/31/2022
7

GENERAL FUND - 199

DATA CONTROL CODES	REVENUES	(1) 2021-2022 ORIGINAL BUD	(2) 2021-2022 AMEND BUD	(3) MONTHLY CURRENT 07/31/2022	(3) MONTHLY PRIOR YR 7/31/2021	(4) YEAR-TO-DATE CURRENT 07/31/2022	(4) YEAR-TO-DATE PRIOR YR 7/31/2021	(5) DIFFERENCE AMEND BUD TO YTD CURR	(6) CY YTD AS % OF BUDGET	(7) PY YTD AS % OF BUDGET	(8) % OF YEAR ELAPSED AS OF 07/31/2022
5700	LOCAL	11,457,480	11,457,480	63,449	52,108	11,166,284	11,169,433	291,196	97.46%	101.84%	91.67%
5800	STATE	20,472,204	20,482,973	1,590,449	2,428,118	18,507,653	17,875,971	1,975,320	90.36%	81.04%	91.67%
5900	FEDERAL	150,000	150,000	-	(1,136)	433,351	184,040	(283,351)	288.90%	1226.93%	91.67%
5020	TOTAL REVENUES	$ 32,079,684	32,090,453	$ 1,653,898	$ 2,479,090	$ 30,107,288	$ 29,229,443	$ 1,983,165	93.82%	105.57%	91.67%
	EXPENDITURES						$0				
0011	Instruction	17,502,918	17,607,535	956,714	1,283,955	11,422,350	15,151,918	6,185,185	64.87%	84.77%	91.67%
0012	Instr Resources/Media Services	302,757	301,278	25,952	22,554	214,919	271,109	86,359	71.34%	94.84%	91.67%
0013	Curriculum & Staff Development	567,484	540,851	43,143	30,985	405,880	335,885	134,971	75.04%	64.34%	91.67%
0021	Instructional Leadership	785,799	785,049	66,366	64,575	631,206	667,128	153,843	80.40%	84.81%	91.67%
0023	School Leadership	2,463,633	2,464,826	185,137	176,593	2,151,834	2,185,503	312,992	87.30%	93.79%	91.67%
0031	Guidance, Counseling & Evaluation	824,101	834,851	63,261	53,127	709,716	709,314	125,135	85.01%	79.78%	91.67%
0032	Attendance & Social Services	94,625	93,938	-	-	1,313	123,064	92,625	1.40%	115.38%	91.67%
0033	Health Services	296,777	297,777	20,406	21,266	253,875	246,414	43,902	85.26%	70.16%	91.67%
0034	Student Transportation	2,037,842	2,037,842	38,561	53,516	1,554,078	1,467,294	483,764	76.26%	92.52%	91.67%
0035	Food Services	30,000	40,769	5,982	-	10,768	28,668	30,001	26.41%	93.83%	91.67%
0036	Extracurricular Activities	1,769,792	1,795,739	87,771	119,813	1,411,837	1,390,280	383,902	78.62%	84.96%	91.67%
0041	General Administration	1,571,317	1,581,817	55,706	106,270	1,291,994	1,229,975	289,823	81.68%	83.24%	91.67%
0051	Plant Maintenance & Operations	3,618,547	3,628,047	275,177	341,735	3,004,248	2,949,710	623,799	82.81%	81.17%	91.67%
0052	Security & Monitoring Services	546,854	573,754	47,189	45,049	512,688	474,445	61,066	89.36%	81.39%	91.67%
0053	Data Processing Services	1,253,982	1,253,982	98,266	53,374	1,302,916	1,150,966	(48,934)	103.90%	97.87%	91.67%
0061	Community Services	4,550	4,550	-	-	-	1,029	4,550	0.00%	35.31%	91.67%
0071	Debt Service	281,000	281,000	-	-	218,183	220,711	62,817	77.65%	82.82%	91.67%
0095	Payment to JJAEP	38,000	36,000	-	-	14,869	14,335	21,131	41.30%	19.91%	91.67%
0099	Other Intergovernmental Charges	194,000	120,100	-	-	88,370	88,430	31,730	73.58%	72.48%	91.67%
6030	TOTAL EXPENDITURES	$ 34,183,978	$ 34,279,705	$ 1,969,631	$ 2,457,573	$ 25,201,044	$ 28,943,368	$9,078,661	73.52%	85.80%	91.67%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (2,104,294)	$ (2,189,252)	$ (315,733)	$ 21,517	$ 4,906,244	$ 286,075				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out (10)	$ -	$ -	$ -			$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance (11)	$ (2,104,294)	$ (2,189,252)		(11)	$ 4,906,244					
100	Fund Balance - Sept. 1 (12)	$ 8,014,492	$ 8,014,492		(12)	$ 8,014,492					
3000	Fund Balance - Aug 31 (projected and unaditied) (13)	$ 5,910,198	$ 5,825,240		(14)	$ 12,920,736					

(1) 2021-2022 Approved Budget - The original budget approved by the Board for the 2021-2022 Fiscal Year

(2) 2021-2022 Amended Budget - The original budget approved by the Board plus or minus any Budget Change Requests posted to the budget as of the date of the report

(3) Monthly Current Year vs. Prior Year Revenues and Expenditures - **C**ash received(revenues)/disbursed(expenditures) for the current month compared with the same period last year

(4) Year To Date Current Year vs. Prior Year Revenues and Expenditures - Cash received(revenues)/disbursed(expenditures) for the current year compared with the same period last year

(5) Difference Between Amended Budget and Current Year To Date - Figures in Column 2 less figures in Column 4 (Current Column) equals balance left to receive(revenues)/disburse(expenditures) for the remainder of the Fiscal Year

(6) Current Year To Date as A Percent of The 2021-2022 Amended Budget - The percent of Current Year To Date revenues/expenditures to the 2021-2022 Amended Budget

(7) Prior Year To Date as A Percent of The 2021-2022 Budget - Ther percent of Prior Year To Date revenues/expenditures from the 2021-2022 Budget

(8) Percent of Fiscal Year Elapsed as of The Date of The Report - The percent of the Fiscal Year which has elapsed for the as of date of the report

(9) Excess of Revenues Over Expenditures - The excess (deficiency) of Revenues over (under) expenditures for the Original Budget, Amended Budget and Current Year To Date columns

(10) Transfers In/Out - The amount of any transfers made to the Approved Budget, Amended Budget or Current Year To Date Columns

(11) Net Change In Fund Balance - The excess or deficiency of revenues over expenditures which would add to or take away from the beginning fund balance

(12) Fund Balance - September 1 - The District's audited General Fund Balance as of September 1 of the current fiscal year.

(13) Fund Balance - August 31 - The projected and unaditied General Fund Balance the District would have if revenue and expenditures are equal to the 2021-2022 Approved Budget or Amended Budget

(14) Fund Balance - August 31 - The projected and unaudited General Fund Balance the District would have if the fiscal year ended on the last day of the month of the report.

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 07/31/2022

7

CHILD NUTRITION FUND - 240

		(1)	(2)	(3)		(4)		(5)	(6)	(7)	(8)
				MONTHLY		YEAR-TO-DATE					
DATA CONTROL CODES	REVENUES	2021-2022 ORIGINAL BUD	2021-2022 AMEND BUD	CURRENT 07/31/2022	PRIOR YR 7/31/2021	CURRENT 07/31/2022	PRIOR YR 7/31/2021	DIFFERENCE AMEND BUD TO YTD CURR	CY YTD AS % OF BUDGET	PY YTD AS % OF BUDGET	% OF YEAR ELAPSED AS OF 07/31/2022
5700	LOCAL	84,237	84,237	55	1,618	129,393	80,850	(45,156)	153.61%	54.01%	91.67%
5800	STATE	12,000	12,000	-	5,591	54,397	60,223	(42,397)	453.31%	90.82%	91.67%
5900	FEDERAL	2,250,322	2,400,322	31,473	-	2,454,468	1,735,660	(54,146)	102.26%	75.44%	91.67%
7900	OTHER			-	-	-	-	-	#DIV/0!		91.67%
5020	TOTAL REVENUES	$2,346,559	$2,496,559	$31,528	$7,209	$2,638,258	1,876,732	($141,699)	105.68%	82.49%	91.67%
	EXPENDITURES										
0011	Instruction			-	-	-	-	-	#DIV/0!		91.67%
0012	Instr Resources/Media Services			-	-	-	-	-	#DIV/0!		91.67%
0013	Curriculum & Staff Development			-	-	-	-	-	#DIV/0!		91.67%
0021	Instructional Leadership			-	-	-	-	-	#DIV/0!		91.67%
0023	School Leadership			-	-	-	-	-	#DIV/0!		91.67%
0031	Guidance, Counseling & Evaluation			-	-	-	-	-	#DIV/0!		91.67%
0032	Attendance & Social Services			-	-	-	-	-	#DIV/0!		91.67%
0033	Health Services			-	-	-	-	-	#DIV/0!		91.67%
0034	Student Transportation			-	-	-	-	-	#DIV/0!		91.67%
0035	Food Services	2,316,559	2,316,559	88,191	88,191	1,935,332	1,761,018	381,227	83.54%	71.11%	91.67%
0036	Extracurricular Activities			-	-	-	-	-	#DIV/0!		91.67%
0041	General Administration			-	-	-	-	-	#DIV/0!		91.67%
0051	Plant Maintenance & Operations	30,000	30,000	5,977	5,977	21,661	8,116	8,339	72.20%	29.51%	91.67%
0052	Security & Monitoring Services			-	-	-	-	-	#DIV/0!		91.67%
0053	Data Processing Services			-	-	-	-	-	#DIV/0!		91.67%
0061	Community Services			-	-	-	-	-	#DIV/0!		91.67%
0071	Debt Service			-	-	-	-	-	#DIV/0!		91.67%
0081	Facility Acquisition & Construction			-	-	-	-	-	#DIV/0!		91.67%
0095	Payment to JJAEP			-	-	-	-	-	#DIV/0!		91.67%
0099	Other Intergovernmental Charges			-	-	-	-	-	#DIV/0!		91.67%
6030	TOTAL EXPENDITURES	$2,346,559	$2,346,559	$94,168	$94,168	$1,956,993	$1,769,135	$389,566	83.40%	77.17%	91.67%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	$0	$150,000	($62,640)	($86,959)	$681,265	$107,598				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out (10)			$0	$0	$0	$0				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance (11)	$0	$150,000		(11)	$681,265					
100	Fund Balance - Sept. 1 (12)	$851,475	$851,475		(12)	$851,475					
3000	Fund Balance - Aug 31 (projected and unaditied) (13)		$1,001,475		(14)	$1,532,740					

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 07/31/2022

7

DEBT SERVICE FUND - 511

DATA CONTROL CODES	REVENUES	(1) 2021-2022 ORIGINAL BUD	(2) 2021-2022 AMEND BUD	(3) MONTHLY CURRENT 07/31/2022	(3) MONTHLY PRIOR YR 7/31/2021	(4) YEAR-TO-DATE CURRENT 07/31/2022	(4) YEAR-TO-DATE PRIOR YR 7/31/2021	(5) DIFFERENCE AMEND BUD TO YTD CURR	(6) CY YTD AS % OF BUDGET	(7) PY YTD AS % OF BUDGET	(8) % OF YEAR ELAPSED AS OF 07/31/2022
5700	LOCAL	2,549,803	2,549,803	25,899	9,886	2,631,487	2,546,292	(81,684)	103.20%	112.55%	91.67%
5800	STATE	-	-	-	-	116,628	84,697	(116,628)	#DIV/0!	24.44%	91.67%
5900	FEDERAL	279,750	279,750	-	-	-	132,629	279,750	0.00%	47.41%	91.67%
7900	OTHER		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
5020	**TOTAL REVENUES**	$ 2,829,553	$ 2,829,553	$ 25,899	$ 9,886	2,748,115	$ 2,763,618	$ 81,438	97.12%	93.91%	91.67%
	EXPENDITURES										
0011	Instruction		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0012	Instr Resources/Media Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0013	Curriculum & Staff Development		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0021	Instructional Leadership		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0023	School Leadership		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0031	Guidance, Counseling & Evaluation		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0032	Attendance & Social Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0033	Health Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0034	Student Transportation		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0035	Food Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0036	Extracurricular Activities		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0041	General Administration		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0051	Plant Maintenance & Operations		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0052	Security & Monitoring Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0053	Data Processing Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0061	Community Services		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0071	Debt Service	2,557,414	2,557,414	1,713	530	1,579,354	1,775,846	978,060	61.76%	66.42%	91.67%
0081	Facility Acquisition & Construction		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0095	Payment to JJAEP		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
0099	Other Intergovernmental Charges		-	-	-	-	-	-	#DIV/0!	#DIV/0!	91.67%
6030	**TOTAL EXPENDITURES**	$ 2,557,414	$ 2,557,414	$ 1,713	$ 530	$ 1,579,354	$ 1,775,846	$ 978,060	61.76%	65.58%	91.67%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 272,139	$ 272,139	$ 24,186	$ 9,356	$ 1,168,761	$ 987,772				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In		$ -	$ -	$ -	$ -	$ -				
8910	Transfers Out (10)		$ -	$ -	$ -	$ -	$ -				
TOTAL OTHER FINANCING SOURCES (USES)											
1200	Net Change in Fund Balance (11)	$ 272,139	$ 272,139		(11)	$ 1,168,761					
100	Fund Balance - Sept. 1 (12)	$ 3,773,224	$ 3,773,224		(12)	$ 3,773,224					
100	Less: Committed Fund Balance - Sept. 1		$ (3,184,490)			$ (3,184,490)					
3000	Fund Balance - Aug 31 (projected and unaudited) (13)	$ 4,045,363	$ 860,873		(14)	$ 1,757,495					
3000	Less: Committed Fund Balance-Aug 31										
	Available Fund Balance (projected and unaudited) (14)	$ 4,045,363	$ 860,873			$ 1,757,495					

La Vega Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual

For the Period Ended 07/31/2022
7

Federal Funds - ESSER III

DATA CONTROL CODES	REVENUES	(1) 2021-2022 ORIGINAL BUD	(2) 2021-2022 AMEND BUD	(3) MONTHLY CURRENT 07/31/2022	(3) MONTHLY PRIOR YR 7/31/2021	(4) YEAR-TO-DATE CURRENT 07/31/2022	(4) YEAR-TO-DATE PRIOR YR 7/31/2021	(5) DIFFERENCE AMEND BUD TO YTD CURR	(6) CY YTD AS % OF BUDGET	(7) PY YTD AS % OF BUDGET	(8) % OF YEAR ELAPSED AS OF 07/31/2022
5700	LOCAL	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
5800	STATE	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
5900	FEDERAL	-	-	-	-	3,323,772	-	(3,323,772)	#DIV/0!	0.00%	91.67%
5020	TOTAL REVENUES	$ -	-	$ -	$ -	$ 3,323,772	$ -	$ (3,323,772)	#DIV/0!	0.00%	91.67%
	EXPENDITURES						$0				
0011	Instruction	-	-	535,287	-	4,522,322	-	(4,522,322)	#DIV/0!	0.00%	91.67%
0012	Instr Resources/Media Services	-	-	-	-	6,177	-	(6,177)	#DIV/0!	0.00%	91.67%
0013	Curriculum & Staff Development	-	-	-	-	11,993	-	(11,993)	#DIV/0!	0.00%	91.67%
0021	Instructional Leadership	-	-	9,131	-	74,848	-	(74,848)	#DIV/0!	0.00%	91.67%
0023	School Leadership	-	-	-	-	72,857	-	(72,857)	#DIV/0!	0.00%	91.67%
0031	Guidance, Counseling & Evaluation	-	-	-	-	19,713	-	(19,713)	#DIV/0!	0.00%	91.67%
0032	Attendance & Social Services	-	-	-	-	156,846	-	(156,846)	#DIV/0!	0.00%	91.67%
0033	Health Services	-	-	-	-	4,891	-	(4,891)	#DIV/0!	0.00%	91.67%
0034	Student Transportation	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
0035	Food Services	-	-	-	-	62,610	-	(62,610)	#DIV/0!	0.00%	91.67%
0036	Extracurricular Activities	-	-	-	-	8,234	-	(8,234)	#DIV/0!	0.00%	91.67%
0041	General Administration	-	-	-	-	22,647	-	(22,647)	#DIV/0!	0.00%	91.67%
0051	Plant Maintenance & Operations	-	-	-	-	98,665	-	(98,665)	#DIV/0!	0.00%	91.67%
0052	Security & Monitoring Services	-	-	-	-	11,993	-	(11,993)	#DIV/0!	0.00%	91.67%
0053	Data Processing Services	-	-	-	-	10,963	-	(10,963)	#DIV/0!	0.00%	91.67%
0061	Community Services	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
0071	Debt Service	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
0095	Payment to JJAEP	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
0099	Other Intergovernmental Charges	-	-	-	-	-	-	-	#DIV/0!	0.00%	91.67%
6030	TOTAL EXPENDITURES	$ -	$ -	$ 544,418	$ -	$ 5,084,759	$ -	($5,084,759)	#DIV/0!	0.00%	91.67%
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ -	$ (544,418)	$ -	$ (1,760,987)	$ -				
	OTHER FINANCING SOURCES (USES)	(9)	(9)			(9)					
7910	Transfers In										
8910	Transfers Out (10)	$ -	$ -	$ -			$ -				
	TOTAL OTHER FINANCING SOURCES (USES)										
1200	Net Change in Fund Balance (11)	$ -	$ -		(11)	$ (1,760,987)					
100	Fund Balance - Sept. 1 (12)	$ -	$ -		(12)	$ -					
3000	Fund Balance - Aug 31 (projected and unaditied) (13)	$ -	$ -		(14)	$ (1,760,987)					

Consider Official Budget for 2022-2023

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
Earlier in this meeting, the Board conducted the public hearing which is required prior to approval of the budget. The budget must be adopted no later than August 31, 2022.

The 2022-2023 budgets are presented herewith for adoption. The Official Budget consists of the General Operating Fund; Child Nutrition Fund, and Debt Service Fund, as required by law.

Fiscal Implication:
Revenue and expenditures for the 2022-2023 Fiscal Year.

Administrative Recommendation:
It is recommended that the Board approve the 2022-2023 Official Budgets for the General Operating Fund; Child Nutrition Fund; and, Debt Service Fund.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District **Public Hearing / Board Meeting 08/30/2022 | 7:00 PM | La Vega Administration Bldg, 400 E Loop 340, Waco, TX 76705**
Proposed Budget

	2022-2023 Proposed Budget					2021-2022 Adopted Budget	
	General Fund 199	Child Nutrition 240	Debt Service 511	Total	Per Student	Total	Per Student
Local Revenues	11,749,191	84,616	2,599,303	14,433,110	4,998	14,091,520	5,135
State Revenues	19,988,196	12,500		20,000,696	6,925	20,484,204	7,465
Federal Revenues	250,000	2,556,347		2,806,347	972	2,680,063	977
Total Revenues	31,987,387	2,653,463	2,599,303	37,240,153	12,895	37,255,787	13,577
Expenditures							
11 Instructional	17,527,283			17,527,283	6,069	17,502,918	6,379
12 Media/Library	305,194			305,194	106	302,757	110
13 Curriculum/Instruct. Staff Development	508,193			508,193	176	567,484	207
21 Instructional Leadership	824,850			824,850	286	785,799	286
23 School Leadership	2,524,065			2,524,065	874	2,463,633	898
31 Guidance and Counseling	839,423			839,423	291	824,101	300
32 Social Work Services	94,710			94,710	33	94,625	34
33 Health Services	307,157			307,157	106	296,777	108
34 Pupil Transportation	2,098,978			2,098,978	727	2,037,842	743
35 Food Services	30,975	2,641,463		2,672,438	925	2,346,559	855
36 Extracurricular	1,807,593			1,807,593	626	1,769,792	645
41 General Administration	1,659,454			1,659,454	575	1,571,317	573
51 Facilities Maintenance & Utilities	3,768,921	12,000		3,780,921	1,309	3,648,547	1,330
52 Security	568,002			568,002	197	546,854	199
53 Information Technology	1,248,883			1,248,883	432	1,253,982	457
61 Community Involvement/Services	5,083			5,083	2	4,550	2
71 Short-Term Debt Service	281,000		2,284,689	2,565,689	888	2,838,414	1,034
95 Juvenile Justice Education	27,500			27,500	10	38,000	14
99 Other Intergovernmental	229,000			229,000	79	194,000	71
Total Expenditures	34,656,264	2,653,463	2,284,689	39,594,416	13,710	39,087,951	14,245
Operating Surplus / (Deficit)	$ (2,668,877)	$ -	$ 314,614	$ (2,354,263)		$ (1,832,164)	
			Average Daily Attendance Est. ->	2,888		2,744	

General Fund (Administration)

Line Item Budget - Legal Notices	2,500
Line Item Budget - Lobbying Activies	2,115

Consider Debt Service Tax Rate Resolution for 2022-2023

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later

Contact Person:
Mr. James Garrett

Background Information:
In order to allow the district to establish and set the debt service tax rate, the following resolution has been prepared for your consideration and approval. The District believes that given the fluctuations we experienced in the prior year tax collections, we should maintain the same debt service tax rate as the prior year.

Fiscal Implication:
Attached.

Administrative Recommendation:
Recommend the board approve the tax rate as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

LA VEGA INDEPENDENT SCHOOL DISTRICT

400 East Loop 340
Waco, Texas 76705
Phone 254 299-6700 • Fax 254 799-8642
www.lavegaisd.org

Resolution No: **082022 – 01DS**

A RESOLUTION BY THE LA VEGA INDEPENDENT SCHOOL DISTRICT AS TO BUDGETED DEBT SERVICE FOR FISCAL YEAR 2022-2023.

WHEREAS, the voters of La Vega Independent School District have approved the issuance of certain bonds; and

WHEREAS, La Vega Independent School District is authorized by the Texas Tax Code to adopt a debt rate to service those bonds by making payments each year; and

WHEREAS, the Board of Trustees has the authority under its budget to determine what the debt service amount will be pursuant to Tax Code §26.12(8) and Education Code §44.002; and

WHEREAS, the amount currently scheduled for debt is $2,284,689 for 2022-2023; and

WHEREAS, the rate needed to generate the amount necessary to meet debt payments of $2,284,689, as adjusted for excess collections, is currently $0.181276/100; and

WHEREAS, the District is concerned that budgeting $2,284,689 in debt payments may not be sufficient, given collection fluctuations, to meet scheduled debt payments; and

WHEREAS, it has been determined that it is the best interest of the District to budget for possible payments on said Bonds by setting a debt service amount that will support a debt rate which would insure the availability of funds necessary to make scheduled payments.

NOW, THEREFORE BE IT RESOLVED, BY THE LA VEGA INDEPENDENT SCHOOL DISTRICT, ACTING BY AND THROUGH ITS DULY ELECTED BOARD OF TRUSTEES, THAT:

1. The budget for debt service this year will be set at an amount of no more than $2,906,610 which will generate an I&S rate of $0.245251/100

2. This resolution shall be of full force and effective upon its passage.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022, by the La Vega Board of Trustees, by the La Vega Independent School District.

_____
President, Board of Trustees
La Vega Independent School District

Attest:

_____
Board Secretary

Consider Tax Rate Ordinance for 2022-2023

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
Now that the Board has approved the 2022-2023 General Operating Fund and Debt Service Fund budgets, it is time to approve the tax rate which will partially fund these budgets. The attached "Ordinance to Set Tax Rate" sets the recommended tax rates for both the General Operating Fund (Maintenance and Operations) and Debt Service Fund (Interest and Sinking). As in the past, the Ordinance contains two statements concerning maintenance and operations tax collections. The Ordinance must be referred to in the minutes of the meeting of the Board, which will state that the Ordinance was in writing and was passed by the Board; will state the rate and purpose for which the tax was levied; and will state the record vote of the Board. A signed copy of the Ordinance should be attached to and incorporated into the minutes. The rate has also been advertised in accordance with applicable laws.

Fiscal Implication:
Attached.

Administrative Recommendation:
Recommend the board approve the tax rate as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

ORDINANCE TO SET TAX RATE

Date: August 30, 2022

On this date, we, the Board of Trustees of the La Vega Independent School District, hereby levy or set the tax rate on $100 valuation for the District for the tax year 2022 at a total rate of $1.188151, to be assessed and collected by the duly specified assessor and collector as follows:

$0.94290 for the purpose of maintenance and operations, and
$0.24525 for the purpose of payment of principal and interest on debts.

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be increased by 8.39% percent and will *reduce* taxes for maintenance and operations on a $100,000 home by approximately -$72.40.

Such taxes are to be assessed and collected by the tax officials designated by the District.

IN CERTIFICATION THEREOF:

Signed: _____
Mrs. Mildred Watkins
President, Board of Trustees

Attest: _____
Mr. Myron Ridge
Secretary, Board of Trustees

§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate

Entity Name: La Vega ISD **Date: 08/23/2022 12:10 PM**

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate exceeds the no-new-revenue tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 1.188151, which is effectively a 8.39 percent increase in the tax rate.

Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

La Vega ISD ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Consider Resolution Regarding Fund Balance Designations

Presented for:
Board action ☒ Report/Review Only ☐ Consent Agenda Item ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
The Governmental Accounting Standards Board ("GASB") has issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions ("GASB-54"). The primary objective of this standard is to improve the usefulness and comparability of fund balance information by reporting fund balance in more intuitive and meaningful components. This standard also clarifies the definitions of the different types of funds that a governmental entity may set up for financial reporting purposes.

GASB-54 now requires our District to classify the fund balance amounts reported within our financial statements in accordance with five new and more detailed classifications.

Fiscal Implication:
N/A

Administrative Recommendation:
Approval of the attached resolution.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

STATE OF TEXAS
COUNTY OF MCLENNAN

RESOLUTION

The Board of Trustees of the La Vega Independent School District being convened in Regular Session at its regular meeting place within the boundaries of the La Vega Independent School District, on the 30th day of August, 2022, with a quorum present in the persons of

_____

_____

_____

_____

Trustees being absent:_____

_____

WHEREAS Trustee _____introduced the following order, moved its adoption, and the motion having being seconded by Trustee _____ was duly put and carried, said Order reading as follows:

IT IS HEREBY RESOLVED, ordered, and directed that the La Vega Independent School District commit the following portions of its August 31, 2021 General Fund unassigned fund balance.

BE IT RESOLVED that we commit the total fund balance of Campus Activity Funds reported in the Special Revenue Funds as reflected in the Annual Financial report.

_____
Mildred Watkins, President
La Vega ISD Board of Trustees

Attest: _____
Myron Ridge, Secretary
La Vega ISD Board of Trustees

Consideration of LED Lighting Energy Conservation Proposal

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett
Mr. Todd Gooden

Background Information:
We've been examining options that would minimize the district's energy consumption. After multiple presentations, we are excited to present Aquila Environmental to you for consideration on this project. The details of the proposal are included for your review.

Fiscal Implication:
The proposed expenditure for this $723,614 (proposal attached). The ROI on this project is about six (6) years. By paying for this in cash, we will immediately begin recognizing the savings, allowing us to repurpose those resources.

Administrative Recommendation:
The administration recommends approval of the energy conservation proposal as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Consider Replacement of Cafeteria Serving Line at La Vega Junior High George Dixon Campus

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. James Garrett

Background Information:
The serving line at the George Dixon campus is in need of replacement. We advertised for proposals and received only one bid from Mission Restaurant Supply. This serving line meets our needs and updates the space for greater efficiency.

Fiscal Implication:
The proposed expenditure for this $199,998 (proposal attached). This capital expenditure has been approved by the Texas Department of Agriculture. This expenditure is within our excess fund balance spending plan, using the fund balance from the child nutrition fund.

Administrative Recommendation:
Approve the purchase of a new serving line from Mission Restaurant Supply for $199,998.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

La Vega Independent School District

Request for Proposals
for
Food Service Equipment

Serving Line Replacement

Bid Deadline: **10:00 A.M. on June 22, 2022**

MAILING ADDRESS:
LVISD Administration
400 East Loop 340
Waco, TX 76705

PHYSICAL ADDRESS:
LVISD Central Warehouse
3101 Latimer Street
Waco, TX 76705

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- F. Conflict of Interest
- G. Federal Funds Certification Forms
- H. Specific Conditions
- I. Proposal Response

III. Exhibit A and B

I. GENERAL INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL SUBMISSION:** Proposals must be submitted on the proposal forms provided, or on photocopies of the proposal forms provided. Proposal forms and information submitted shall be completed in ink, typewritten or otherwise in a permanent marking. Proposal forms to be submitted by Proposer are in Section III, and include:
   a. Acceptance of Proposal Terms;
   b. House Bill 89 Verification;
   c. Senate Bill 252 Certification;
   d. Felony Conviction Notice;
   e. Conflict of Interest
   f. Federal Funds Certification Forms
   g. Proposal Response; and,
   h. Any other forms required by these proposal specifications.

2. **PROPOSAL OFFER:** LVISD requests that unless otherwise stated by the Proposer, this offer be good for acceptance for sixty (60) days from the date of the opening date.

3. **TELEFAXED:** No faxed proposal or faxed modification of proposal will be considered.

4. **PROPOSAL DEADLINE:** Proposal responses must be received no later than the proposal opening date and time specified in the cover page.

5. **LATE PROPOSALS:** Time of response to this proposal is considered to be critical. Proposals received after the proposal opening date and time will not be considered. It is the sole responsibility of the contractor to respond on time.

6. **DELIVERY OF PROPOSAL:** Each proposal must be delivered to LVISD at the address given in the cover page on or before the proposal deadline. Each proposal shall be enclosed in a sealed envelope bearing a title in the following format:

   Food Service Equipment La Vega ISD Proposal # 22-CNS-02
   Name of Proposer
   Proposal Deadline: 10:00 A.M., June 22, 2022
   ATTENTION: James Garrett

7. **PROPOSAL OPENING:** Proposals will be opened publicly. Proposers are invited to be present at the proposal opening at La Vega Independent School District Administration Office, 400 East Loop 340, Waco, TX, 76705.

8. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:** Proposer is responsible for examining the work site(s) prior to submitting the proposal as to all existing conditions and limitations under which the service is to be performed. No allowance shall be made to any Proposer because of lack of examination or knowledge. The submission of a proposal shall be construed as conclusive evidence that the Proposer has made such examination of work sites and complete contract documents.

9. **ADDENDA:** Answers to all substantive questions, inquiries, and requests for additional information will be issued in the form of **Addenda and will be posted online at www.lavegaisd.org**, Departments, Business Office. Copies of each addendum will be issued to those Proposers obtaining proposal documents. Also, Proposers may be advised by addenda of changes in contract requirements. LVISD will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the written addenda. Each addendum shall be considered a part of the contract documents. **Prospective Proposers must acknowledge receipt of addenda from an authorized contact person and attach to the proposal response**.

10. **TAXATION:** LVISD is exempt from state sales tax and use tax, and the Proposer should not include such taxes in the proposal prices or in subsequent invoicing.

11. **RESERVATIONS AND ANNULMENTS:** LVISD reserves the right to accept or reject any/or all proposals and to waive any and/or all technicalities in the interest of LVISD. The District has the right to decide equivalency.

12. **PROPOSAL AWARD:** LVISD will award the proposal as a lump total for all items, but each item must have a cost for federal funds project.

13. **EVALUATION CRITERIA:** LVISD will consider all, though only those with points will be scored.
    a. The purchase prices.
    b. The reputation of the vendor and of the vendor's goods and services.
    c. The quality of the vendor's goods or services.
    d. The extent to which the goods or services meet LVISD's needs.
    e. The vendor's past relationship with LVISD.
    f. The impact on the ability of the district to comply with laws relating to historically underutilized businesses
    g. The total long-term cost to the district to acquire the goods or services
    h. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, if the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state
    i. Any other relevant factor specifically listed in the request for proposals or proposals

14. **WITHDRAWAL OF PROPOSALS:**
    a. Prior to the Proposal Deadline, Proposer may withdraw a proposal in its entirety. Withdrawal may be in person or may be requested in writing by an appropriate authority. A withdrawal request may be made by tele-fax. A proposal may be resubmitted prior to the proposal deadline.
    b. After the Proposal Deadline:
        1.) Proposer may request that a proposal be withdrawn in whole or in part due to typographical errors or due to unintentional errors in interpretation of proposal specifications. LVISD may consider such requests and may grant such requests as considered necessary in the best interests of LVISD.
        2.) Proposer may withdraw a proposal without the consent of LVISD. However, LVISD reserves the right to seek legal damages. LVISD also reserves the right to remove Proposer from consideration for future proposals.

15. **SAMPLES, CATALOGS, and CATALOG CUTS:** Procedures and requirements for samples, catalogs or catalog cuts required by the LVISD, if any, will be covered under Specific Conditions. Unsolicited samples, catalogs, or catalog cuts may be provided at no cost to LVISD.

16. **"Or Equal Interpretation":** Use of a particular manufacturer's name and model number means any product of equal or greater quality. LVISD reserves the right to determine equivalency. Bidder/Proposer may be required to demonstrate products.

17. **DEVIATION FROM SPECIFICATIONS:** All deviations from the specifications must be *clearly* noted in detail by Proposer, in writing, at the time of submittal of the formal proposal. Failure to clearly identify deviations from specifications at the time of proposal submittal will hold Proposer strictly accountable to LVISD to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material, item or service when delivered. Minimum shipment requirements must be stated on the Proposal Terms.

18. **FAILURE TO COMPLY:** LVISD may reject shipment on any services or items not delivered according to specifications, brands, price, or other proposal terms. If products are not delivered according to proposal terms, LVISD reserves the right to cancel the entire contract. LVISD also reserves the right to charge the Vendor the difference between the prices paid for replacement items purchased and the awarded proposal price.

19. **FIREARMS, TOBACCO AND ALCOHOL:** Possession of firearms, alcohol and/or drugs, even in vehicles is strictly prohibited on school district property. Smoking of cigarettes, cigars, pipes, or use of other tobacco products and any alcoholic beverage are prohibited by State Law on all school district property.

20. **OTHER CONTRACTUAL OBLIGATIONS:** For contracts awarded in excess of $10,000.00 by the school district, the successful Proposer and their contractors or subgrantees must be in compliance with executive order 11246 "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 C.F.R. Part 60)-Executive Order 11246, as amended, prohibiting job discrimination because of race, color, religion, sex, or national origin and requiring affirmative action to ensure equality of opportunity in all aspects of employment.

21. BOND AND INSURANCE SUBMITTALS:

a. If awarded the contract, the successful contractor shall be required to furnish the appropriate certificates of insurance, and promptly enter into and execute the Payment and Performance Bonds prior to starting the project. The certificates of insurance shall name La Vega Independent School District as additional insured on all insurances except Workers' Compensation. Following is the required minimum with single limit:

1.)	General Public Liability	$1,000,000
2.)	Umbrella's on top with at least	$1,000,000
3.)	Automobile combined including hired and non-owned vehicles	$ 500,000
4.)	Statutory Workers Compensation including employees' liability	$ 500,000

b. Bonds: Prior to commencement of work hereunder, contractors will, if the Contract Price exceeds $25,000.00, provide an Acceptable Surety Company Payment Bond and if the contract price exceeds $100,000.00 provide an Acceptable Surety Company Performance Bond, each in principal amount equal to one hundred percent (100%) of the contract price. The contractor will faithfully perform all its undertakings in this contract and will fully pay all persons furnishing labor and material in the prosecution of the work provided for in this contract. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the contractor shall promptly furnish equivalent security to protect the interests of LVISD and of persons furnishing labor and materials in the prosecution of the work.

c. The successful bidder shall have their insurance companies list La Vega Independent School District as additional insured on all policies except Workers' Compensation. Certificates shall be sent to the La Vega I.S.D. Assistant Superintendent for Finance at each change or renewal during the term of this contract.

22. INSURANCE:

a. The contractor shall maintain insurance of the kinds and in the amounts specified below and furnish La Vega I.S.D. with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sub-let (as otherwise permitted by the terms of such Specifications), the contractor shall require the subcontractor to maintain and furnish him with satisfactory evidence of Workers' Compensation, Employer's Liability and such other forms and amounts of insurance which the contractor deems reasonably adequate.

b. The contractor will provide and maintain all risk builder's coverage insurance to protect the interest of both the contractor and LVISD for materials brought into the job or stored on the premises. Such insurance shall be for one hundred percent (100%) of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the costs of which are included in the direct cost of the work.

c. This insurance shall not cover any tools, derricks, machinery, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the contractor, the cost of which is not included in the direct cost of the work. LVISD shall be named as additional insured as their interest may appear.

d. The contractor, at his expense, must also maintain insurance which shall:
   i. include coverage for the liability assumed by the contractor;
   ii. include completed operation coverage which is to be kept in force by the contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
   iii. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
   iv. not be subject to any exclusion of property used by the insured or property in the case, custody or control for the insured or property as to which the insured for any purpose is exercising physical control; and
   v. the Certificates of Insurance furnished by the contractor shall show by specific reference that each of the foregoing items have been provided for.

e. The Certificates of Insurance furnished by the contractor as evidence of the insurance maintained by him shall include a clause obligating the Insurer to give LVISD thirty (30) days prior written notice of cancellation or any material change in the insurance.

f. The successful contractor must provide LVISD with certificates of insurance liability naming La Vega Independent School District as additional insured.

g. The contractor agrees to indemnify, defend and save harmless La Vega Independent School District and the Consultant, their consultants, agents and employees from and against all loss or expense (including costs and attorney fees) by reason of liability imposed by law upon La Vega I.S.D. , Consultant, sub-consultants, agents and employees for damages because of bodily injury, including death at any time resulting therefore, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the contractor, his sub-contractors, La Vega I.S.D., the Consultant, their consultants, agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of La Vega I.S.D., Consultant, and/or other Agents.

23. RECALLS:

Vendor shall take immediate action to correct any situation when product/equipment integrity is violated. In the event of a mandatory or voluntary recall, Vendor shall remove or authorize disposal of all recalled product/equipment from La Vega Independent School District immediately and shall replace the product/equipment with new product/equipment at no cost to the District as soon as possible. Integrity is up to the discretion of the purchaser. A product/equipment recall may be enacted at any time within one [1] year of receipt/installation.

III. PROPOSAL FORMS

A. ACCEPTANCE OF PROPOSAL TERMS

A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Proposer agrees to strictly a proposal by the terms, conditions, and specifications embodied in this proposal.
If you do not submit a proposal but want to stay on our vendor list, please sign and return this Acceptance of Proposal Terms and include the reason for non-submittal.

I (we) am proposing in accordance with the general conditions and specifications.

By signing this proposal, the Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted.

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared the proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company (Firm Name): Mission Restaurant Supply

Contact Person: Francisco Herrera

Telephone #: 512-389-1705

Fax:

Website: www.missionrs.com

E-Mail: franciscoh@missionrs.com

Date: 06/03/2022

Signature: Fco Herrera

Printed Name: Francisco Herrera

Title: K12 / ETS Specialist

Reason for Non-Submittal

B. House Bill 89 VERIFICATION

I, Francisco Herrera, the undersigned representative of Mission Restaurant Supply (Company or Business name), hereafter referred to as company being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and,
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with La Vega Independent School District.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

06/03/2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

C. SB 252
CHAPTER 2252 CERTIFICATION

I, Francisco Herrera, the undersigned representative of Mission Restaurant Supply [Company or Business Name] being an adult over the age of eighteen [18] years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.253. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the La Vega Independent School District's Purchasing Department.

Mission Restaurant Supply
Company Name

Francisco Herrera Fco Herrera Signature of
Company representative

06/03/2022 Fco Herrera
Date

D. FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code section 44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to LVISD if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if LVISD determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. LVISD must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Check One:

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
☒ My firm is not owned nor operated by anyone who has been convicted of a felony.
☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s):

_____

Details of Conviction(s):

_____

Mission Restaurant Supply
Company (Firm Name)

Ivo Herrera — K12 Specialist
Signature of Company Official — Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-891632

Date Filed:
05/26/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MISSION RESTAURANT SUPPLY
SAN ANTONIO, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
La Vega ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22-CNS-02
Food Service Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Francisco Herrera, and my date of birth is 01/29/1969.

My address is 6509 N. Lamar Blvd. (street), Austin (city), TX (state), 78752 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 3 day of June (month), 2022 (year).

Fco Herrera

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Mission Restaurant Supply

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

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

NONE

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

[signature]

Signature of vendor doing business with the governmental entity

06/03/2022

Date

LA VEGA INDEPENDENT SCHOOL DISTRICT PROPOSER/VENDOR CERTIFICATIONS FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expanded by the district for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by the District, District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES PA Initials of Authorized Representative of vendor

(B) Termination for cause and convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by the District, District reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if District believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree to abide by the above? YES PA Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319,12935,3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal funds are expended by the District on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES PA Initials of Authorized Representative of vendor

(D). Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expanded by the District, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES PA Initial of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of s standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expanded by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES PA Initials of Authorized Representative of vendor

(F). Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement." The recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES DK Initials of Authorized Representative of vendor

(G). Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES DK Initials of Authorized Representative of vendor

(H). Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that Implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES DK Initials of Authorized Representative of vendor

(I). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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, or an employee of a Member of Congress 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 Federal 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, or an employee of a Member of Congress 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.

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

Does vendor agree? YES DH Initials of Authorized Representative of vendor

(J). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 203, as amended at 79 FR 75885, Dec. 19, 2014)

Pursuant to Federal Rule (J) above, when federal funds are expended by the District the certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does vendor agree? YES DH Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS2 CFR §200.333

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES ___ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $100,000 OF FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES ___ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 163, 89 Stat. 871).

Does vendor agree? YES ___ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES ___ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES ___ Initials of Authorized Representative of vendor

STATE REQUIREMENTS FOR FEDERAL CONTRACTS

All contracts under federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- A letter of intent with a third party may be signed prior to the issuance of a Notice of Grant Award (NOGA).
- The contract is only effective upon receipt by the District of the NOGA from the awarding agency.
- The contract period of availability as stated on the NOGA from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurements in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).

The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: Mission Restaurant Supply

Address, City, State and Zipcode: 6509 N. Lamar Blvd., Austin, TX 78752

Phone Number: 512-389-1705 Fax Number:

Printed Name and Title of Authorized Representative: Francisco Herrera / K12 Specialist

Email Address: franciscoh@missionrs.com

Signature of Authorized Representative: Fco Herrera

Date: 06/03/2022

H. SPECFIC CONDITIONS

1. **SCOPE:**
   This project includes delivery and installation of Food Service Equipment at La Vega Junior High School George Dixon Campus, 4401 Orchard Lane, Waco, TX, 76705.

2. **QUALITY CONTROL:**
   a. All materials will be securely fastened in place in a neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class of work upon which employed. All work shall be done in accordance with these specifications and shall meet the approval in the field of LVISD's representative. Contractor's representative and/or job supervisor shall have a complete copy of specifications on the job site at all times.
   b. Contractor shall plan and conduct the operations of the work so that each section started on one day is thoroughly protected before the close of work for that day.
   c. Unless otherwise indicated, the materials to be used in this specification are those specified and denote the type, quality, performance, etc. required. All proposals shall be based upon the use of the specified material.

3. **EXAMINATION OF PREMISES:**
   Before submitting proposals for this work, each contractor shall be held responsible to have examined the premises and satisfied himself as to the existing conditions under which he will be obliged to work. **This will also include contractor verifying all field measurements**.

4. **USE OF PREMISES:**
   a. The contractor shall:
      1.) Coordinate work in such a manner as to not interfere with the normal operation of the building.
      2.) Assume full responsibility for protection and safekeeping of products stored on premises.
      3.) Agree to hold LVISD harmless in any and all liability of every nature and description that may be suffered through bodily injuries, including death of any persons by reason of negligence of the contractor, agents, employees, or subcontractors.

5. **ON-SITE SUPERVISION:**
   The contractor is responsible for the management and control of the work. He shall give his personal superintendence of the work or have a competent resident manager or superintendent satisfactory to the LVISD's representative on the job site at all times while work is in progress, with full authority to act for the contractor as his agent.

6. **BEGINNING TIME OF PROJECT:**
   Contractor(s) receiving award of proposal will begin work after receiving written authorization from LVISD to complete the project with the projected installation date of December 31, 2022 (subject to change pending TDA authorization).

7. **BOARD APPROVAL OF PROJECT:**
   Project will be scheduled for Board approval on July20, 2022, pending TDA authorization.

8. **ADJUST AND CLEAN:**
   a. Upon completion of installation and tests, remove all protective coverings and clean and service all equipment.
   b. Make and check final adjustments required for proper operation of the equipment.
   c. Clean up all debris by the work of this section, keeping the premises clean and neat at all times.

9. **QUALIFIED FABRICATORS:**
   All fabricated items described in the Proposal Response, other than by the catalog numbers shall be manufactured by an N.S.F. approved Foodservice Equipment Fabricator who has the plant, personnel and engineering facilities to properly design, detail and produce high quality foodservice equipment. All fabrication shall have N.S.F. labels and be by one (1) manufacturer and be of uniform design and finish.

10. **AWARD OF PROJECT:**
    Project will be awarded to one (1) vendor as a lump sum total of the proposal.

11. EVALUATION CRITERIA AND POINTS ASSIGNED TO THIS PROJECT:

Purchase Price	60
Quality of the vendor's goods or services	10
Reputation of the vendor and the vendor's goods or services	10
Extent to which goods or services meet LVISD's needs	10
Completion of all forms and proposal response	10
	100

12. CONTACT: For questions regarding this document or a walkthrough of the campus, please contact:

Dave Thiel
La Vega I.S.D. Director of Child Nutrition
254-299-6810

I. PROPOSAL RESPONSE

ITEM #	DESCRIPTION PER SPECIFICATIONS	QTY.	COST	TOTAL
1	MILK BOX: Mod-U-Serve Model# MCT-DIMC4-7 MOD Case Milk Unit or equal	2	22,222. ea	44,444.-
	304 Stainless steel construction throughout counter			
	34" Above Finished Floor (AFF) stainless Steel constructed top			
	32" Above Finished Floor (AFF) Corian trayslide to accommodate			
	Trayslide to accommodate QTY2 1/3 pans per plan			
	2" raised lift out tile Front Panels			
	Stainless steel kick plates			
	Unit on QTY4 locking high density casters			
	Dual 304 Stainless Steel doors with lift off capability			
	Insulation High pressure foamed in place 2" thick polyurethane.			
	CONDENSING UNIT: R-404A elevated temperature hermetically sealed with expansion valve and pressure switch operation			
2	HOT FOOD WELL: Mod-U-Serve model# MCT-HF5 Hot Food counters or equal	2	22,222.- ea	44,444.-
	304 Stainless steel construction throughout counter			
	Full Height, Elite series breath shield over shelf with LED lights and heat lamps above wells			
	34" AFF stainless Steel constructed top			
	32" AFF Corian trayslide LED lighting under trayslide			
	Comprised of QTY 5 independent controlled hot food wells			
	8" fold down stainless-steel rear work shelf			
	1" recess on hot wells to accommodate 18"x26" sheet pans			
	2" raised lift out tile front Panels			
	Stainless steel kick plates			
3	HOT/COLD SHEET PAN UNIT: Mod-U-Serve model# MCT-H/CFSP3-MOD Counter or equal	2	22,222.- ea	44,444.-
	304 Stainless steel construction throughout counter			
	34" AFF stainless Steel constructed top			
	Custom angled 32" AFF Corian Trayslides LED lighting under trayslide			
	2" raised lift out tile front panels			
	Stainless steel kick plates			
	Fully adjustable, Elite series breath shield with over shelf with LED lights			
	Unit capable of being mechanically cooled and/or heated			

	Unit to accommodate QTY3 18"x26" sheet pans with ½" recess			
4	COLD FOOD WELL: Mod-U-Serve model# MCT-CF2 or equal	1	22,222.-	22,222.-
	304 Stainless steel construction throughout counter			
	Dual sided fully adjustable, Elite series breath shield with LED lights			
	34" AFF stainless Steel constructed top			
	32" AFF Dual Sided Corian trayslide LED lighting under trayslide			
	Mechanically cooled unit to accommodate Qty 2 12"x20" food pans			
	Dual sided 2" raised lift out tile Front Panels			
	Corian inserts to match tray slide			
	Dual sided Stainless steel kick plates			
5	CASHIER COUNTER: Mod-U-Serve model #MCT-CRSG counter or equal , including	1	22,222.-	22,222.-
	34" AFF stainless Steel constructed top			
	32" AFF Dual Sided Corian trayslide LED lighting under trayslide			
	Dual sided 2" raised lift out tile Front Panels			
	Dual sided Stainless steel kick plates			
	One (1) all 18-gauge, type 304 series stainless steel cash drawers with extension slides and cylinder lock. 3" deep stainless-steel liner with Removable cash till for register			
	One (1) Grommeted hole for POS cables.			
	Provide DR 5-15R convenience outlet			
	Cat -5 Data outlet			
	Tiled locking door			
6	INSTALLATION or equal :		22,222.-	22,222.-
	Vendor to provide installation and coordination services. Factory Installation and coordination services to include delivery, setting in place & onsite assembly, leveling, and start up. All final drain line runs to be provided by the counter manufacturer along with final electrical connections as specified. This installation includes all necessary site visits prior to and during fabrication including site visits for field measurements. Removal and disposal or relocation of existing serving line to be provided. *Alternate vendors must coordinate a site visit and provide full elevation, mechanical and electrical drawings to La Vega ISD for review prior to bid date. Manufacturers must submit written approval from La Vega ISD prior to bid.			

TOTAL LUMP SUM $ 199,998.—

Please enter a unit cost and extension total for each item.

MISSION®
RESTAURANT SUPPLY

PROPOSAL

06/03/2022

Project:
La Vega ISD - ModUserve - 06/02/2022

From:
Mission Restaurant Supply - AU
Francisco Herrera
6509 North Lamar Blvd.
Austin, TX 78752-4009
5123891705

Job Reference Number: 26298

LA VEGA ISD FOOD SERVICE EQUIPMENT PROPOSAL # 22-CNS-02.
QUOTE VALID UNTIL 10/15/2022.

Item	Qty	Description	Net	Net Total
1	1 ea	**SERVING LINE** Mod-U-Serve Model No. 113222 Please see attached factory quote for all details.	$199,998.00	$199,998.00
			ITEM TOTAL:	**$199,998.00**
			Total	$199,998.00

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $199,998.00

06/02/2022 113222

Quote

Project: La Vega ISD- La Vega JHS

From: Mod-U-Serve
Dave Nogast
2320 Peyton Rd.
Houston, TX 77032-2018
(281)442-8001

****** PRICING VALID FOR SHIPMENT THROUGH DECEMBER 2022... SHIPMENTS REQUIRED AFTER THIS DATE WILL BE SUBJECT TO REPRICING ******

Item	Qty	Description	Net	Net Total
	1 ea	**SERVING COUNTER** Custom MCT-SC MOD-U-SERVE CUSTOM SERVING COUNTER TO CONSIST OF:		
1	2 ea	**MILK CRATE COUNTER** Mod-U-Serve MCT-DI-MC4-7 REFRIGERATED MILK CRATE COUNTER, mechanically cooled NSF-7 cold pan modified to accommodate four (4) milk crates		
	2 ea	1 yr. parts and labor warranty std.		
	2 ea	MCT-SK Skirting, stainless steel		
	2 ea	MCT-SPC Single Point Connection		
	2 ea	MCT-CTS Tray Slide, single serve, solid Corian® trayslide		
	2 ea	Custom MCT-TRAY LIGHT Bottom mount trayslide lights		
	2 ea	MCT-TILE Tile front application by Mod-U-Serve; RAISED/EXTENDED		
2	2 ea	**HOT FOOD SERVING COUNTER / TABLE** Mod-U-Serve MCT-HF5-MOD Mobile Serving Hot Food Table, electric, 78"W- MODIFIED DEPTH, mobile modular, (5) 12" x 20" hot food wells, open cabinet base, stainless steel sides, top & undershelf, 5" swivel casters (2 locking), 6.0 kw		
	2 ea	1 yr. parts and labor warranty std.		

Item	Qty	Description	Net	Net Total
	2 ea	MCT-RS Recessed Pan Top		
	2 ea	MCT-SK Skirting, stainless steel		
	2 ea	MCT-SPC Single Point Connection		
	2 ea	MCT-CTS Tray Slide, single serve, solid Corian® trayslide		
	2 ea	Custom MCT-TRAY LIGHT Bottom mount trayslide lights		
	2 ea	MCT-TILE Tile front application by Mod-U-Serve; RAISED/EXTENDED		
	2 ea	Custom MCT-ELITE-ADJ Stainless steel custom adjustable sneezeguard with glass breath protector and top shelf; WITH HEAT LAMP AND LIGHT		
3	1 ea	**CUSTOM ITEM** Mod-U-Serve MCT-FT-MOD Serving Counter, MODIFIED LENGTH/DEPTH/CONFIGURATION, open cabinet base, stainless steel sides, top & undershelf, 5" swivel casters (2 locking)		
	1 ea	1 yr. parts and labor warranty std.		
	1 ea	MCT-SK Skirting, stainless steel		
	1 ea	MCT-SPC Single Point Connection		
	1 ea	MCT-CTS Tray Slide, single serve, solid Corian® trayslide		
	1 ea	Custom MCT-TRAY LIGHT Bottom mount trayslide lights		
	1 ea	MCT-TILE Tile front application by Mod-U-Serve; RAISED/EXTENDED		
	2 ea	DI-HCSP-3 Drop-in recessed hot/cold top, to accommodate three (3) 18" x 26" sheet pans		
	2 ea	Custom MCT-ELITE-ADJ ** TWO TIER ** Stainless steel custom adjustable sneezeguard with glass breath protector and top shelf WITH LED LIGHTS; MODIFIED TO INCLUDE DUAL TEMP LOWER TIER TO ACCOMMODATE TWO (2) 18" X 26" SHEET PANS		
4/5	1 ea	**CUSTOM ITEM** Mod-U-Serve MCT-FT-MOD Serving Counter, MODIFIED LENGTH/DEPTH/CONFIGURATION, open cabinet base, stainless steel sides, top & undershelf, 5" swivel casters (2 locking)		
	1 ea	1 yr. parts and labor warranty std.		
	2 ea	MCT-SK Skirting, stainless steel		
	1 ea	MCT-SPC Single Point Connection		
	2 ea	MCT-CTS Tray Slide, single serve, solid Corian® trayslide		
	2 ea	Custom MCT-TRAY LIGHT Bottom mount trayslide lights		
	2 ea	MCT-TILE Tile front application by Mod-U-Serve; RAISED/EXTENDED		
	1 ea	DI-CP3-7 DROP IN, MECHANICALLY COOLED NSF-7 TWO (2) WELL COLD PAN ***** TO INCLUDE STAINLESS STEEL PERFORATED FALSE BOTTOMS *****		
	1 ea	Custom MCT-ELITE-ADJ *** SINGLE TIER/DUAL SIDED *** Stainless steel custom adjustable sneezeguard with glass breath protector and top shelf; WITH LIGHT		
	1 ea	MCT-CASH CASHIER SET UP TO INCLUDE LOCKING CASH DRAWER, GROMMETED OPENING AND UNDERCOUNTER OUTLET; *** WITH TILED, LOCKING DOOR ***		
6	1 ea	**DELIVERY**		

Item	Qty	Description	Net	Net Total
		Custom MCT-DELIVERY DELIVERY AND SET IN PLACE BY MOD-U-SERVE; - MOD-U-SERVE TO REMOVE EXISTING COUNTERS AND DISPOSE, PER CLARIFICATION FROM NICK SIERRA WITH CHRANE FS - MOD-U-SERVE TO MAKE FINAL CONNECTIONS TO ** EXISTING ** ELECTRICAL AND DRAINS WHERE POSSIBLE *** DISTRICT TO ENSURE NEW COUNTERS WILL WORK WITH EXISTING ELECTRICAL AND PROVIDE NEW/UPGRADE IF NECESSARY, PER NICK SIERRA WITH CHRANE FS *** *** PRICING IS SUBJECT TO CHANGE BASED ON JOBSITE REQUIREMENTS *** 		

Total

****

PLEASE NOTE: MOD-U-SERVE IS RESPONSIBLE FOR THE EQUIPMENT AS OUTLINED IN THIS QUOTATION ONLY.

ANY CHANGES REQUIRED WILL BE SUBJECT TO REPRICING.

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****

Consider Teacher and Professional Employee Contract Recommendations

Presented for:
Board action ☒ Report/Review Only ☐

Supporting documents:
None ☐ Attached ☒ Provided Later ☐

Contact Person:
Mr. Todd Gooden

Background Information:
The Board of Trustees of any independent school district may employ by contract a superintendent, a principal or principals, teachers, or other executive officers for a term not to exceed the maximum specified in this section. In those independent school districts with a scholastic population of fewer than 5,000, the term of such contracts shall not exceed three years. The personnel department, campus principals, and management teams interview and check references on each applicant who makes application to become a member of the staff of the La Vega Independent School District.

Fiscal Implication:
Personnel salaries are a budgeted item.

Administrative Recommendation:
Board approval of the contract recommendations as presented.

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

LV Personnel Recommendations for employees

The following employees are recommended for employment for the 2022- 2023 school years.

Name	Assignment
April Balderas	Registered Nurse/LVE Replacing: Raleigh Peterson
LaToya Beavers	Student Services Liaison/FRC Replacing: Vene' Baggett
Gabriela Cordova	2nd Grade Teacher/LVE Replacing: Kerry Halstead
Sheila McLennan	1st Grade Teacher/LVE Replacing: Samantha Bates
Julio Viladevall	Credit Recovery Specialist/Success Center Replacing: Carlos Rodarte
Hannah West	PK Teacher/LVPS Replacing: Jill Plemons

I hereby authorize the administration to utilize my signature stamp to issue contracts to personnel and approve resignations as recommended herein.

_____

President, La Vega ISD Board of Trustees
August 30, 2022

CLOSED MEETING

Presented for:
Board action ☐ Report/Review Only ☒

Supporting documents:
None ☒ Attached ☐ Provided Later ☒

Contact Person:
Board President

Background Information:
The Board may enter into a closed meeting after the following requirements have been met:

1. A quorum of the Board has first been convened in open meeting for which notice has been given.
2. The presiding officer has publicly announced in open meeting that a closed meeting will be held.
3. The presiding officer has identified the section or sections of the Open Meetings Act or other applicable statutes that authorize the holding of such closed meeting.

Fiscal Implication:
N/A

Administrative Recommendation:
N/A

A closed meeting was declared:

_____ Beginning Time

_____ Date

_____ Sections of the Texas Government Code

_____ Ending Time

ADJOURNMENT

Motion: _____

Second: _____

For: _____

Against: _____

Abstain: _____

Date and Time: _____