



**Agenda of Regular Meeting  
The Board of Trustees  
Lago Vista ISD**

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A Regular Meeting of the Board of Trustees of Lago Vista ISD will be held April 20, 2009, beginning at 7:00 PM in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

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

1. Invocation
2. Welcome visitors/Recognition/Public participation
3. Special Education review update
4. Food Services contract 3
5. Upgrades for athletic facilities 39
6. Cancellation of May Election 42
7. Policy Update 84 44
8. Expedited Waiver request in regard to 2009-2010 attendance calendar 61
9. Report on projected cheer expenditures
10. Harris Interactive Survey update
11. Minutes of previous meetings 64
12. Revenue projections
13. Budgeting process report
14. Bank depository resolution 68
15. Budget amendment 69
16. Monthly Financial Report 70
17. Closed session pursuant to Government Code section 551.074. Discussion of administrative staff assignments and duties

18. Conduct Superintendent formative evaluation and discussion of and possible action concerning the development of growth plan for the Superintendent. The Board will go into closed session pursuant to Texas Government Code section 551.074, but will take any action in Open Session.
19. Adjourn

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551: 551.071-Consultation with attorney, 551.074-Personnel matters, Subchapters D and E. 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.*

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Barbara Qualls, Ph.D.  
Superintendent

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Date

**CHILD NUTRITION PROGRAMS  
FOOD SERVICE MANAGEMENT COMPANY**

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL**

**AND**

**CONTRACT**

**NO. FS0910C**

**Texas Department of Agriculture Food and Nutrition Division P. O. Box 12847 Austin, Texas 78711  
Phone (800) TEX-KIDS Fax (888) 203-6593 Website <http://www.squaremeals.org>**

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**REQUEST FOR PROPOSAL AND CONTRACT**

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## **I. INTRODUCTION**

**This document contains a Request for Proposal for providing food service management services for Lago Vista Independent School District’s participation in the United States Department of Agriculture’s Child Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the school district.**

**The Texas Department of Agriculture is not and will not be a party to any contract between a school district and a food service management company. The school district has full responsibility for ensuring that the terms of the contract are fulfilled. The Texas Department of Agriculture has no involvement with the enforcement of this contract; however, payment can be denied for all meals**

received/purchased under an invalid contract.

## II. REQUEST FOR PROPOSAL/INSTRUCTIONS

### A. Legal Notice

Notice is hereby given that Lago Vista Independent School District, hereinafter referred to as the Local Education Agency (LEA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that LEA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of LEA, it is in LEA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal shall be borne in full by the interested party.

LEA reserves the right to accept any proposal which it determines most favorable to the interest of LEA and to reject any or all proposals or any portion of any proposal submitted which, in LEA's opinion, is not in the best interest of LEA.

The Offeror to this Request for Proposal will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the LEA.

### B. Request for Proposal

**Proposals will be received until 2:00 on March 3, 2009**, for supplying Lago Vista Independent School District with food service management services during the school year of 2009 - 2010, with options for renewal of the contract for four additional terms of one year each.

LEA will only consider a fixed meal rate proposal.

**Sealed proposals are** subject to all the conditions and specifications attached hereto and will be received in the office of **Lago Vista** and shall be marked on the envelope "**Food Service Management Proposal, # FS0910C**" and also marked on the envelope the bidder's return address.

In accepting proposals, Lago Vista Independent School District reserves the right to reject any and all proposals and to waive any minor informalities in order to take the action which it deems to be in the best interest of LEA.

Additional information required to adequately respond to this **Request for Proposal** may be obtained from LEA's business office telephone 512-267-8300.

Offerors must submit a complete response to this Request for Proposal, including all certifications, in order to provide a responsive proposal.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication and Compliance, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 7953272 or (202) 720-6382 (TTY). USDA is an equal opportunity employer.

See Standard Terms and Conditions herein below.

### **C. Procurement Method**

Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:

Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.

Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.

As provided herein, under state regulations and LEA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

### **D. Pre-Proposal Meeting**

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on February 17, 2009 at 2:00. Location: High School/Middle School Cafeteria. Attendance is optional. Vendor presentations will be scheduled at this time.

### **E. Proposal Submission and Award**

LEA must use the prototype FSMC Request for Proposal and Contract to be approved. A LEA not completing the required procurement procedures cannot be approved for participation in the reimbursement programs.

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency: Lago Vista ISD Administration Office Mailing Address: P.O. Box 4929  
Physical Address: 8039 Bar K Ranch Road City: Lago Vista State/Zip: Texas, 78645

**Public opening will be at The Lago Vista ISD Board Room, 2:00(CST), March 3, 2009. Proposals will not be accepted after this time. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal, # FS0910C."**

LEA reserves the right to accept any proposal which it deems most favorable to the interest of LEA and to reject any or all proposals or any portion of any proposal submitted which, in LEA's opinion, is not in the best interest of LEA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided**. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language**. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, LEA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the LEA's Board of Trustees. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract. The qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the information and format as follows:

Offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition Division of the Texas Department of Agriculture (TDA).

A bid bond or certified check in the amount of \$10,000 to show good faith must be enclosed.

Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.

If offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, offeror will receive points for that experience in the evaluation of the weight criteria.

If offeror is presently operating a comparable, successful school lunch and breakfast program in a public school setting, offeror will receive points for that experience in the evaluation of the weight criteria.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error. The LEA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is signed.**

If additional information is requested, please contact Robert Zingelmann at 512-267-8300. Any additional information provided to one offeror will be available to all.

#### **F. Late Proposals**

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

#### **G. Altering, Amending or Withdrawing Proposal**

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

#### **H. Calculation of Time**

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

#### **I. Firm Offer**

By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the



time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by LEA and which will result in a binding contract. **Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed.**

\_\_\_\_\_ (FSMC must initial and date here to show agreement)

## **J. Final Contract**

The complete contract includes all documents included by the LEA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

## **III. STANDARD TERMS AND CONDITIONS**

### **A. Definitions**

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

1. "Accounting Periods" means monthly basis.
- 1 "Allowable Cost" means costs that are allowable under Office of Management and Budget (OMB) Circulars A-87 and A-122, if applicable, and their Attachments, 7 CFR Part 210, and 7 CFR Parts 3015, 3016, and 3019.
- 2 "Applicable Credit" means the meaning established in OMB Circulars A-87, C (4), and A-122, Attachment A, A (5), respectively.
- 3 "Charge" means any charge for an Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in LEA's Food Service Budget; (ii) not provided for in the General and Administrative Expense Fee; and (iii) established and reasonably allocated to LEA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit F", and fully incorporated herein by reference.
- 4 "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal.
- 5 "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
- 6 "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in LEA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to LEA as Charges, the General and Administrative Expense Fee, or any Management Fees.
  
8. "Effective Date" means July 1, 2009.
- 1 "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
- 2 "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.
- 3 "General and Administrative Expense Fee" means FSMC's fee for those services provided at LEA's Food Service Locations, which shall include all of the following: Personnel and Labor Relations Services and Visitation, Legal Department Services, Purchasing and Quality Control, Technical Research, Cost Incurred in Hiring and Relocating FSMC Management Personnel, Dietetic Services (Administrative and

Nutritional), Test Kitchens, Accounting and Accounting Procedures, Tax Administration, Technical Supervision, Supervisory Personnel and Regular Inspections or Audit Personnel, Teaching and Training Programs, General Regional Support, General National Headquarters Support, Design Services, Menu Development, Information Technology and Support, Payroll Documentation and Administrative Cost, Sanitation, and Personnel Advice, but does not include any costs billed to LEA as Charges or Direct Costs. Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. Only actual, net, documented costs may be charged to LEA for any charges outside the General and Administrative Expense Fee.

4 “LEA” or “Local Education Agency” means the school food authority as defined in 7 CFR § 210.2.

5 “LEA’s Food Service Budget” means the Food Service Budget for the Current School Year, which is attached to this Contract as “Exhibit C” and fully incorporated herein.

6 “LEA’s Food Service Facilities” means the areas, improvements, personal property and facilities made available by LEA to FSMC for the provision of the food services as more fully described herein.

7 “LEA’s Food Service Program” means the preparation and service of food to LEA’s students, staff, employees and authorized visitors, including the following programs: the National School Lunch Program (NSLP), the School Breakfast Program (SBP), Disaster Feeding, Fresh Fruit and Vegetable Program (FFVP), A La Carte, and Adult Meals, Catering.

8 “LEA’s Food Service Location(s)” means the schools or other locations where Program meals are served to LEA’s schoolchildren.

17. “Meal Equivalent” means a meal that is deemed to be provided by FSMC by dividing the total of cash receipts, other than from sales of National School Lunch Program meals, School Breakfast Program meals, After School Snack Program and Summer Program meals, by the equivalency factor of \$ 2.8064. The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals.

9 “Non-profit School Food Service Account” means the restricted account in which all of the revenue from all food service operations conducted by the LEA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.

10 “Program(s)” or “Child Nutrition Program(s)” means the USDA Child Nutrition Programs in which LEA participates.

11 “Program Funds” means all funds that are required to be deposited into the Non-profit School Food Service Account.

12 “Proposal” means Food Service Management Company’s response to the RFP and Contract.

13 “Retroactive Incentive Fee” means an additional fee paid as an incentive to the FSMC to improve LEA’s food service operation, the amount of which depends on FSMC’s performance during the current school year, and related to a benchmark number mutually agreed upon by LEA and FSMC. Retroactive Incentive Fee may only apply to meals served in LEA’s food service operation during the current school year.

23. “RFP” means LEA’s Request for Proposal and Contract, #FS0910C.

1 “Services” means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

25. “Summer Program” means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which LEA participates.

“TDA” means the Texas Department of Agriculture.

“USDA” means United States Department of Agriculture, Food and Nutrition Service.

## **B. Scope and Purpose**

1 Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year commencing on July 1, 2009, and terminating on June 30, 2010, and may be renewed for four additional terms of one year each upon mutual agreement between LEA and FSMC.

2 During the term of this Contract, FSMC shall operate LEA's Food Service Program in conformance with LEA's agreement with the Texas Department of Agriculture's Food and Nutrition Division (TDA).

3 FSMC shall have the exclusive right to operate the programs listed below at the sites specified by LEA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein.

XX National School Lunch Program (NSLP)

XX School Breakfast Program (SBP) After-School Care Program (ASCP-NSLP) Summer Food Service Program (SFSP) Seamless Summer Option (SSO-NSLP) Special Milk Program (SMP) Child and Adult Care Food Program (CACFP)

XX Fresh Fruit and Vegetable Program (FFVP) XX À la Carte XX Adult Meals XX Catering Contract Meals

Vending

Concessions

XX Other:

Disaster

Feeding

1 The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC are not employees of the LEA.

2 FSMC's operation of LEA's Food Service Program shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of LEA's students, faculty and staff.

3 The LEA shall retain signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9[a] and [b] and 7 CFR §210.16[a][5])

4 LEA shall be responsible for the establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b)(18) and 7 CFR § 245.6(e))

8. FSMC shall implement an accurate point of service count using the counting system provided by LEA in its application to participate in the Child Nutrition Programs and approved by TDA for the programs listed in Section B, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.

5 LEA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. LEA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. LEA shall be responsible for conducting any hearings related to determinations regarding eligibility for free or reduced-price meals and free milk, if applicable.

6 The LEA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.

7 LEA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.

8 LEA shall be legally responsible for the conduct of LEA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations,

rules and policies including regulations, rules, and policies of TDA and USDA regarding the Child Nutrition Programs.

9 LEA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for LEA's Food Service Program.

10 LEA shall establish all selling prices, including price adjustments, for all reimbursable and nonreimbursable meals/milk and à la carte (including vending, adult meals, and catering) prices. (Exception: Nonpricing programs need not establish a selling price for reimbursable meals/milk.)

11 LEA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with LEA in resolving review and audit issues, and FSMC shall indemnify LEA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.

12 LEA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a)(3))

13 If there is more than one LEA Food Service Location, LEA or FSMC, on behalf of LEA, shall conduct an on-site review of the counting and claiming system at each LEA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to LEA. LEA shall at all times retain responsibility for the counting and claiming system. (7 CFR § 210.8(a)(1))

14 FSMC shall maintain all records necessary, in accordance with applicable regulations, for LEA, TDA and USDA to complete required monitoring activities and must make said records available to LEA, TDA, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c)(1))

15 FSMC shall provide additional food service such as banquets, parties, and refreshments for meetings as requested by LEA. LEA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service. USDA commodities shall not be used for these special functions unless LEA's students will be primary beneficiaries. (Reference All State Directors' Memo 99-SNP-14.)

16 Payments on any claim shall not preclude LEA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.

17 LEA may request of FSMC additional food service programs; however, the LEA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract or involves a total increase of \$100,000 or more must be rebid.

18 FSMC shall cooperate with LEA in promoting nutrition education, health and wellness policies and coordinating LEA's Food Service Program with classroom instruction.

19 FSMC shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, and 3019; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference.

20 Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.

25. FSMC shall comply with all LEA building rules and regulations.

1 Gifts from FSMC: The LEA's officers, employees, or agents shall neither solicit nor accept

gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

2 Lago Vista ISD shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.

3 In the event that the RFP requires FSMC to provide management services for LEA's SP, the parties agree to operate the Program according to federal, state, and local regulations.

4 In the event that FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of LEA's Food Service Locations, LEA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. LEA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses.

### C. Food Service

1 FSMC shall serve meals on such days and at such times as requested by the LEA.

2 LEA shall retain control of the quality, extent, and general nature of the food service.

1 FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in LEA's Food Service Programs indicated in Section B, Paragraph 2 herein.

2 In order for FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.

3 FSMC shall provide meals that meet the menu-planning option selected below by the LEA:  
Traditional Food-Based

Enhanced Food-Based XX Nutrient Standard Menu Planning

Assisted nutrient standard menu planning

Alternate menu planning

**NOTE:** The menu-planning option selected **CANNOT** be changed during the initial contract year or subsequent renewal years unless the FSMC Services are rebid by the LEA. (Reference 97-SP-30.)

1 FSMC shall promote maximum participation in the Programs.

2 FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.

1 FSMC shall sell on the premises only those foods and beverages authorized by the LEA and only at the times and places designated by the LEA.

2 FSMC shall make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and those nondisabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.

There will be no additional charge to the student for such substitutions.

#### **D. Use of Advisory Group/Menus**

1 LEA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of LEA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR § 210.16[a][8])

2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as “Exhibit E” and fully incorporated herein, and that meet Child Nutrition Program requirements. Additionally, LEA and FSMC shall agree to detail Meal Specifications for each meal included in the 21-day cycle menus in Program Cycle Menus, which are attached to this Contract as “Exhibit B” and fully incorporated herein. At minimum, such Meal Specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the

acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9<sup>th</sup> day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at LEA.

2 FSMC must follow (i) the 21-day menu cycle and Meal Specifications developed by LEA for the NSLP, (ii) the 21-day menu cycle and Meal Specifications developed by LEA for the SBP, (iii) the 21-day menu cycle and Meal Specifications developed by LEA for the After School Snack Program, and (iv) the 21-day menu cycle and Meal Specifications developed by LEA for the Summer Program.

3 FSMC shall serve a la carte items that follow a 21-day menu cycle contained in Exhibit B and that meet all state and federal Child Nutrition Program requirements. Additionally, LEA and FSMC shall agree to detailed a la carte specifications for each a la carte item included in the 21-day cycle menu; at a minimum, such specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients and all USDA required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Meal Specification identified for the 9th day in the a la Carte menu cycle. A hard copy of these recipes shall be kept on file at LEA.

4 FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Snack Program, Summer Program or the a la carte items without written approval of LEA. LEA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR §210.16) Any changes or variances requested by FSMC for substitutions to LEA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to LEA, TDA and USDA for review upon request. (7 CFR 210.16(b)(1))

5 FSMC must comply with school district’s local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

#### **E. Purchases**

1. If FSMC is procuring goods or services that are being charged to LEA under a cost-reimbursable contract or under Section O of this Contract:

a. FSMC may not serve as a vendor.

- b. LEA shall ensure that FSMC fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other Applicable Credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
- c. If FSMC receives a discount, rebate, Applicable Credit, allowance, or incentive, FSMC must disclose and return to the LEA the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of LEA.
- d. FSMC’s determination of its allowable costs must be made in compliance with the applicable Department and Programs regulations and OMB cost circulars.
- e. FSMC must (1) separately identify, for each cost submitted for payment to the school food authority, the amount of an Allowable Cost and the amount that is unallowable or (2) FSMC must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and that records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
- f. FSMC shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to LEA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- g. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the contract is required in writing, within 30 days of the conclusion of the contract.
- h. All discounts, rebates, allowances, and incentives must be returned to LEA on an annual basis.
- i. Under a cost-reimbursable contract, FSMC shall maintain documentation of costs and discounts, rebates and other Applicable Credits consistent with federal, state and local regulations, and shall furnish such documentation upon request to the LEA, or state or federal representatives or auditors.

2. Whether LEA conducts its own procurement or whether FSMC procures products on behalf of LEA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which LEA would require under procurements not involving FSMC.

3. LEA must check one of the purchasing options stated herein below:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> </ul> | <ul style="list-style-type: none"> <li>LEA will do all purchasing for CNP.</li> <li>Except for Section O, Paragraph 2, LEA will do all purchasing for CNP.</li> <li>For Cost-Reimbursable Contracts: FSMC bills LEA for foods when purchased. At the option of LEA, FSMC will purchase back unused supplies from LEA at the termination of the Contract in order to prevent overbuying (if FSMC bills LEA for supplies as purchased, rather than as used).</li> </ul> |
|--|---|

**XX For Fixed-Price Per Meal Contracts: FSMC will buy the beginning inventory, exclusive of commodities, from LEA (not applicable in a cost-reimbursable contract since FSMC should only be charging for new purchases).**

1 LEA and FSMC acknowledge that, to the extent required by 7 CFR § 250.23, LEA must, whenever possible, purchase only food products that are produced in the United States.

2 LEA and FSMC acknowledge that to the extent required by Texas Education Code § 44.042(a),

unless preempted by federal law or regulations, LEA shall purchase agricultural products produced, processed or grown in Texas if the cost and quality are equal.

## **F. USDA-Donated Foods**

1. LEA shall retain title to all USDA-donated foods.

1 FSMC will conduct all activities relating to donated foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.

2 LEA shall assure that the maximum amount of USDA donated foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))

3 LEA shall ensure that FSMC has credited it for the value of all donated foods received for use in LEA's meal service in the school year. (7 CFR § 250.51(a))

4 LEA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. (7 CFR § 250.15)

6. FSMC shall accept and use all donated ground beef and ground pork products, and all processed end products, without substitution, in LEA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to LEA. 7 CFR § 250.52(c)

5 FSMC further agrees to accept and use all other donated foods in LEA's food service. FSMC may use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in LEA's Food Service Program.

LEA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the LEA.

Upon termination of this Contract, FSMC must, at LEA's discretion, return other unused donated foods to LEA. The value of other unused donated foods shall be based on the market value of all USDA donated commodities received for use in LEA's food service. Market value shall be the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA. (7 CFR § 250.51(a))

1 FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the LEA. FSMC agrees that any procurement of end products by FSMC on behalf of LEA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of LEA's processing agreements. FSMC shall credit LEA for the value of donated foods contained in the end products at the processing agreement value. All refunds received from processors must be credited to LEA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))

2 FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA-donated foods.

3 FSMC shall credit LEA for the value of all USDA-donated foods received for the use in LEA's meal service in the school year, including both entitlement and bonus foods, and including the value of donated foods contained in processed end products. The manner in which FSMC shall account for the value of USDA-donated foods is:

XX Fixed-meal rate: FSMC must subtract from LEA's monthly bill/invoice the market value of all USDA donated commodities received for use in LEA's food service. The market value is based on the



value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA.

Cost-reimbursable: FSMC must itemize, in a separate line item in the regular monthly billing to LEA, the savings resulting from use of donated commodities based on the market value of all USDA donated commodities received for use in LEA's food service. The market value is based on the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the donated foods are received by LEA.

FSMC is prohibited from cashing out donated foods and providing a credit to LEA for donated foods. (7 CFR § 250.13)

FSMC is prohibited from cashing out donated foods and providing a credit to LEA for donated foods. (7 CFR § 250.13)

1 FSMC will comply with 7 CFR part 250 concerning storage and inventory management of donated foods. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated foods. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA-donated foods.

2 FSMC shall allow LEA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods. (7 CFR § 250.53(a)(10))

3 FSMC shall maintain records to document its compliance with requirements relating to donated foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11))

4 In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no donated commodities were available.

5 FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to donated foods. (7 CFR § 250.53(a)(12))

### **G. Employees**

1 FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on LEA's premises for efficient operation of the Programs.

2 LEA must designate if current LEA employees, including site and area managers as well as any other staff, will be retained by LEA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as "Exhibit D" and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit H" and fully incorporated herein.

Employees retained by: LEA (see Exhibit D, Chart 4)

**XX FSMC (See Exhibit H.)**

Both LEA and FSMC ( See Exhibit D, Chart 4 and Exhibit H)

For any employees retained by FSMC, LEA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to LEA for each position.

1 Any food service position not identified in the above-stated Exhibits shall be an employee of LEA. Such employees shall be supervised on LEA's behalf by FSMC management employees; provided, however, that LEA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.

2 If LEA is sharing FSMC employees with other LEA's, LEA shall identify in Chart 9 of the "List of Charts and Other Attachments," which is attached to this Contract as "Exhibit D" and fully incorporated herein, each LEA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each LEA. LEA's budget shall reflect percentage of time each employee will work at LEA and for which LEA will be charged.

5. LEA shall have final approval regarding the hiring of Food Service Director.

1 FSMC shall comply with all wage and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including LEA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director. FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of FSMC.

2 If provided for in the Proposal, LEA and FSMC may transition LEA's food service employees to FSMC's payroll. If transition occurs, FSMC shall give first consideration to current employees of LEA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. LEA shall not pay cost of transferring LEA employees to FSMC payroll. Under a cost-reimbursable contract, after transition occurs, FSMC may charge the cost of transitioned employees to LEA as Direct Costs.

3 FSMC shall provide Workers' Compensation coverage for its employees, as required by law.

4 FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of LEA's premises as established by LEA and which are furnished in writing to FSMC.

□ 10. FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by LEA. Salary increases, if any, shall be awarded, in part, on the basis of criteria mutually established by LEA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

FSMC shall assign to duty on LEA's premises only employees acceptable to LEA.

Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.

1 FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.

2 FSMC shall cause all of its employees assigned to duty on LEA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to LEA upon request.

3 All LEA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

4 To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at LEA.

17. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or LEA discharged from or voluntarily leaving the service of FSMC or LEA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

5 Neither LEA nor FSMC shall during the Term of this Contract or for one (1) year thereafter solicit to hire, hire or contract with the other's employees who manage any of the Programs or any other employees or who are highly compensated employees. In the event of such breach of this clause, the breaching party shall pay and the injured party shall accept as liquidated damages, an amount equal to twice the annual salary of the subject employee. Such liquidated damages may not be paid from the Program funds. This provision shall survive the termination of this Contract.

### **H. Use of Facilities, Inventory, Equipment, and Storage**

1 LEA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. LEA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.

2 At the commencement, termination or expiration of this Contract, FSMC and LEA shall take a physical inventory of all non-expendable supplies and capital equipment owned by LEA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in LEA's Food Service Program. FSMC and LEA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to LEA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and LEA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

3. At the commencement and at the expiration or termination of this Contract, FSMC and LEA shall jointly undertake a beginning and closing inventory of all food and supplies. Commodities shall also be inventoried by a separate inventory. FSMC and LEA shall determine whether any portion of the beginning inventory is not suitable for LEA's continued use. Such

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

3 During the course of this Contract, title to all LEA food and supplies shall remain in LEA.

4 FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by LEA.

5 LEA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

7. FSMC shall maintain adequate storage procedures, inventory and control of USDA-donated foods in conformance with LEA's agreement with TDA.

FSMC shall provide LEA with keys for all food service areas secured with locks.  
LEA shall provide FSMC with local telephone service.  
LEA shall provide water, gas and electric service for the food service program.

- 1 LEA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- 2 LEA shall be responsible for any losses, including USDA-donated foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
- 3 FSMC shall not remove any food preparation and serving equipment owned by LEA from LEA's premises.
- 4 LEA shall not be responsible for loss or damage to equipment owned by FSMC and located on LEA premises.
- 5 FSMC shall notify LEA of any equipment belonging to FSMC on LEA premises within ten days of its placement on LEA premises.

16. FSMC shall comply with all LEA building rules and regulations.

- 1 FSMC shall not use LEA's facilities to produce food, meals or services for third parties without the approval of LEA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to LEA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
- 2 LEA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by LEA.
- 3 Upon termination of this Contract, FSMC shall surrender to LEA all of LEA's equipment and furnishings used in LEA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

### **I. Health Certifications/Food Safety/Sanitation**

- 1 FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))
- 2 FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
- 3 FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- 4 FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
- 5 LEA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a LEA facility. (7 CFR § 210.16(a)(7))

6. LEA shall provide sanitary toilet and hand washing facilities for the employees of FSMC.

- 1 FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
- 2 LEA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify LEA of any problems in this area.
- 3 LEA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with LEA's schedule for waste disposal.

- 4 LEA shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.
  - 5 FSMC shall clean the kitchen, LEA shall clean the dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)
  - 6 LEA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
  - 7 FSMC shall place garbage and trash in containers in designated areas as specified by LEA.
  - 14. FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to LEA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling. LEA shall routinely clean grease traps, ductwork, plenum chambers and roof fans. LEA provide extermination services as needed.
- 1 Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of LEA.
  - 2 FSMC shall adhere to the food safety program implemented by the LEA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
  - 3 FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

**J. Financial Terms**

- 1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the LEA’s Non-profit School Food Service Account.
- 2 All facilities, equipment and services to be provided by LEA shall be provided at LEA’s expense.

3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

**MEAL EQUIVALENCY RATE**

Lunch Rate Current Year Federal Free Rate of Reimbursement: \$ 2.57 Current Year State Match Reimbursement Rate: \$ .028 Current Year State Program Reimbursement Rate (If Applicable): \$ 0.00 Current Year Value of USDA Entitlement Donated Foods: \$ .2084 Current Year Value of USDA Bonus Donated Foods (If Applicable): \$ 0.00 Total Meal Equivalent Rate: \$ 2.8064

- 4. Payment Terms/Method LEA must select one of the following two options (**Check method selected**):

**XX a. (Competitive Sealed Proposals) Fixed-meal Rate Bid—the FSMC must bid and will be**

**paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated commodities will be available for use. The method by which FSMC will use and account for USDA-donated foods shall be in accordance with section F of the Standard Terms and Conditions herein above.**

**To be completed by the FSMC:**

Fixed Price Per Meal/Meal Equivalent:

		\$ _____
Breakfast		\$ _____
Lunch		\$ _____
Snack		\$ _____
	A la Carte	\$ _____

SP Fixed Price Per Meal/Meal Equivalent:

Breakfast \$ \_\_\_\_\_

Lunch \$ \_\_\_\_\_ Snack \$ \_\_\_\_\_

***Award Criteria***

Proposals will be evaluated by a LEA committee based on the offer per meal/Meal Equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of LEA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

***Weight Criteria***

**LEA must determine in advance what percentage (total of 100 points which equals 100%)**

**each category below will be given when comparing proposals.**

- (20) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC’s ability to provide services as stated in the RFP/Contract)

- (10) points Experience, References
- (20) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References
- (10) points Financial Condition/Stability, Business Practices
- (5) points Accounting and Reporting Systems
- (10) points Personnel Management
- (5) points Innovation
- (5) points Promotion of the School Food Service Program
- (10) points Involvement of Students, Staff, and Patrons
- (5) points Cost and Performance Bond

100 points TOTAL

The fixed price per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, and Food Eaten Away from Home South-Size Class B/C (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by LEA. CPI Fee increases for the upcoming Contract renewal year must be submitted to LEA by April 1 of each year. No other fee increases will be allowed.

b. (Competitive Sealed Proposals) Cost-Reimbursable contract—the FSMC will be paid on the basis of the Direct Cost incurred plus any fixed fees. The value of commodities used must be itemized in the regular monthly billing to the LEA to document savings resulting from commodity usage. The values are to be determined in accordance with section F of the Standard Terms and Conditions herein above.

(1) All program expenses not otherwise defined in the Contract will be assumed to be covered by the FSMC under the General and Administrative Expense Fee. All indirect and overhead costs must be included in the General and Administrative Expense Fee.

(2) The following must be included in the General and Administrative Expense Fee and may not be charged in any other expenses. Also, any travel relating to the following must be covered by the General and Administrative Expense Fee.

- Personnel and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Cost Incurred in Hiring and Relocating FSMC Management Personnel
- Dietetic Services (Administrative and Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures

- Tax Administration
- Technical Supervision
- Supervisory Personnel and Regular Inspections or Audit Personnel
- Teaching and Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development
- Information Technology and Support
- Payroll Documentation and Administrative Cost
- Sanitation
- Personnel Advice

(3) LEA must determine whether a Retroactive Incentive Fee will be considered by LEA for the General and Administrative Expense Fee. Please check one:

LEA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.

LEA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's General and Administrative Expense Fee.

If neither box is checked, it is assumed that LEA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's General and Administrative Expense Fee.



**To be completed by the FSMC (Complete One):**

Flat Fee: \$ \_\_\_\_\_ OR General  
and Administrative Expense Fee Per Meal/Meal Equivalent: \$  
\_\_\_\_\_

(4) The Management Fee represents a profit to the FSMC. LEA must determine whether a Retroactive Incentive Fee will be considered by LEA. Please check one:

LEA will entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee. FSMC shall include Retroactive Incentive Fee scale in box herein below.

LEA will not entertain a proposal that includes a Retroactive Incentive Fee per meal served for entire school year for FSMC's Management Fee.

If neither box is checked, it is assumed that LEA will not entertain a proposal with a Retroactive Incentive Fee per meal served for FSMC's Management Fee.

**To be completed by the FSMC (Complete One):**

Flat Fee: \$ \_\_\_\_\_ OR Management  
Fee Per Meal/Meal Equivalent: \$ \_\_\_\_\_

(5) Management and General and Administrative Expense Fees shall be paid by the LEA.

***Award Criteria***

Proposals will be evaluated by a LEA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of LEA employees familiar with the regulations and requirements of the child nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract. Each area of the award criteria must be addressed in detail in the Proposal.

***Weight Criteria***

**LEA must determine in advance what percentage (total of 100 points which equals 100%)**

**each category below will be given when comparing proposals.**

- (\_\_\_\_) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC’s ability to provide services as stated in the RFP/Contract)
- (\_\_\_\_) points Experience, References (\_\_\_\_) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References (\_\_\_\_) points Financial Condition/Stability, Business Practices (\_\_\_\_) points Accounting and Reporting Systems (\_\_\_\_) points Personnel Management (\_\_\_\_) points Innovation (\_\_\_\_) points Promotion of the School Food Service Program (\_\_\_\_) points Involvement of Students, Staff, and Patrons (\_\_\_\_) points Cost and Performance Bond

100 points TOTAL The General and Administrative Expense and Management Fees may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over

1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by LEA. CPI Fee increases for the upcoming Contract renewal year must be submitted to LEA by April 1 of each year. No other fee increases will be allowed.

1 For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Program and Summer Program meals served to children shall be determined by actual count; provided, however, that no payment will be made to FSMC for meals that: (i) are spoiled or unwholesome at the time of delivery; (ii) do not meet detailed specifications as developed by LEA for each food component in the meal pattern; or (iii) do not otherwise meet the requirements of this Contract.

2 Payment Terms/Method: FSMC shall invoice LEA within 30 days after the end of each Accounting Period for the total amount of LEA’s financial obligation for that Accounting Period.

3 LEA shall make payment in accordance with the Texas Prompt Payment Act Tex. Gov’t Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid

from LEA's Nonprofit School Food Service Account.

4 If this is a cost-reimbursable contract, FSMC must submit a detailed cost documentation for each Accounting Period to support what the LEA is charged for each cost, Charge, or expense. Costs, Charges, and expenses must be mutually agreeable to the LEA and the FSMC and be allowed by TDA. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include a reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated herein above.

9. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees. FSMC shall indemnify and hold LEA harmless for all claims arising from payment of such taxes and fees.

FSMC may charge LEA for all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, FSMC actually paid for FSMC employees. FSMC may not charge late fees, penalties, or interest.

5 If this is a cost-reimbursable contract, FSMC shall not pay any bonuses under this Contract that are not specifically provided for in the Budget and within the scope or original intent of this RFP/Contract and FSMC's Proposal. Bonuses, if any, shall be awarded, in part, on the basis of criteria mutually established by LEA and FSMC. Such criteria, at a minimum, shall reflect measurable and substantive improvements in operating efficiencies, such as unit costs for food, labor and direct items or specific and identifiable increase in such areas as the total numbers of students and staff participating in food service programs, and the total number of identified students for free and reduced meal reimbursements.

6 If this is a cost-reimbursable contract, LEA \_\_\_\_\_ reimburse for reasonable cellular telephone expense incurred by the Director for communications related to the Contract. If allowed, it must be charged as an expense by FSMC. Reasonable expenses shall not include additional services such as paging, e-mail or voice mail.

7 If this is a cost-reimbursable contract, LEA \_\_\_\_\_ reimburse for travel expenses, for on-site FSMC staff only, that are Direct Costs related to the Contract and which are provided for in the budget. Reasonable expenses shall include mileage reimbursement, lodging (at the lowest available room rate) and reasonable meal expenses. Mileage, lodging and meal expenses will be reimbursed at the same rate as received by LEA employees.

8 LEA and FSMC shall cooperate to ensure that LEA's Food Service Program is operated in accordance with LEA's Food Service Budget. In the event that FSMC's operation of LEA's Food Service Program results in a deficit greater than the projected deficit stated in LEA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay LEA a guaranty payment as provided for by the "Schedule of Terms for FSMC Guaranty," which is attached to this Contract as "Exhibit I" and fully incorporated herein. In the event that FSMC pays a guaranty, FSMC may not recover the guaranty from LEA in subsequent Contract years.

9 LEA shall not be responsible for any expenditures incurred by FSMC before execution of this Contract and approval TDA.

## **K. Books and Records**

1 FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as LEA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA no later than the 10th days following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 5th days following the month in which services were rendered. LEA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.

2 FSMC shall maintain records at LEA's premises to support all allowable expenses appearing on

the monthly operating statement. These records shall be kept in an orderly fashion according to expense categories.

3. FSMC shall provide LEA with a year-end statement.

1 If this is a cost-reimbursable contract, LEA may conduct an internal audit of food, labor and other expense items as needed.

2 LEA and FSMC must provide all documents as necessary for the independent auditor to conduct LEA's single audit.

3 FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by LEA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9[b][17], 7 CFR §3016.36[i][10], and 7 CFR §3019.48[d])

4 Authorized representatives of LEA, TDA, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.

5 FSMC shall not remove federally required records from LEA premises upon the expiration or termination of this Contract.

#### **L. Term and Termination**

1 If, at any time, LEA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable LEA to carry out its financial obligation to FSMC, then LEA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.

2 In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to LEA, LEA may terminate this Contract immediately.

3 Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party.

4 In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.

5 In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, LEA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.

6 FSMC shall promptly pay LEA the full amount of any meal overclaims, disallowed costs or other or fiscal actions which are attributable to FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.

7 LEA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract.

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

### **M. Insurance**

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

2. The information below must be completed by LEA:

- a. Comprehensive General Liability—includes coverage for: 1) Premises—Operations 2) Products—Completed Operations 3) Contractual Insurance 4) Broad Form Property Damage 5) Independent Contractors 6) Personal Injury \$2,000,000.00 Combined Single Limit
- b. Automobile Liability coverage with a \$2,000,000.00 Combined Single Limit.

c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$1,000,000.00.

d. Excess Umbrella Liability with a combined single limit of \$3,000,000.00.

1 LEA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.

2 The contract of insurance shall provide for notice to LEA of cancellation of insurance policies 30 days before such cancellation is to take effect.

3 Notwithstanding any other provision of this Contract, LEA shall not be liable to FSMC for any indemnity.

### **N. Trade Secrets and Proprietary Information**

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

an injunction or specific performance, in addition to all other remedies otherwise available. All of LEA's obligations under this section are subject to LEA's obligations under the Texas Public Information Act and any other law that may require LEA to use, reproduce or disclose FSMC confidential information. This provision shall survive termination of this Contract.

2 Any discovery, invention, software or program, the development of which is paid for by LEA, shall be the property of LEA to which TDA and USDA shall have unrestricted rights.

3 During the term of this Contract, FSMC may have access to LEA confidential information ("LEA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any LEA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any LEA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect LEA's Confidential

Information from unauthorized access, use or disclosure and ensure that LEA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to LEA any copies of LEA's Confidential Information provided to FSMC by LEA, and FSMC will destroy all other copies of LEA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

#### **O. Optional Requirements to Be Included**

The scope of this Contract shall include these additional services. **Check options that apply.**

XX 1. Financing of Certain Equipment. (a) FSMC may finance equipment for LEA's Food Service Program in an amount not to exceed **\$20,000.00**. LEA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for LEA. LEA shall repay any financing provided by FSMC at the rate specified when the equipment was purchased, which sum shall be charged to LEA as a Direct Cost to the food service program. Ownership of the equipment shall at all times remain with LEA. Any equipment costing \$5,000 or more must be approved in advance by TDA.

(b) If the Contract expires or is terminated prior to the complete repayment of the investment, LEA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either **(LEA must check appropriate box)**:

- XX 1) **Reimburse the FSMC the unpaid portion of the investment.**

OR

2) Deliver the equipment or other items funded by the investment to the FSMC.

OR

3) Lease purchase the equipment or other items funded by the investment from the FSMC and continue to pay FSMC a monthly payment in the amount specified when the equipment was purchased until the balance of the investment is repaid. In this event, LEA’s obligation under the Lease Purchase Agreement with FSMC shall be subject to the LEA’s ratification of the rental agreement for each ensuing fiscal year.

XX 2. Information Technology Systems. FSMC shall provide, install, deploy into production, operate and maintain and support an information technology system (the “IT System”)(which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of LEA’s Food Service Programs. LEA shall receive a Charge for the use of the IT System. The cost methodology utilized in determining such Charge shall be kept on file by LEA on LEA’s premises. LEA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System. FSMC’s IT System shall provide the following services:

Cash Management

Inventory Control

Financial Reporting

Procurement System

3. LEA Transition Employee Positions and Dates of Transition. [LEA shall identify each employee position to be transitioned to FSMC’s payroll, anticipated date of transition, and manner in which transition shall occur.].

4. Other.

**P. Summer Food Service Program**

1. LEA shall be responsible for determining eligibility of all SFSP sites.

2 LEA, as sponsor, shall be responsible for all management responsibilities of the SFSP, as ~~described in 7 CFR § 225.15 (a)(3).~~

3. Bonding requirements.

a. Bid guarantee (when the SFSP portion of the bid exceeds \$100,000): ~~Offeror shall submit with his or her bid a bid guarantee in the amount of~~ \$ \_\_\_\_\_ (not less than 5 percent or more than 10 percent of the total bid price), which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier’s check, or irrevocable letter of credit. Bid guarantees other than bid bonds will

be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the bid.

- b. Performance guarantee (when the SFSP portion of the Contract exceeds \$100,000): ~~FSMC must obtain a performance bond in the amount of \$ \_\_\_\_\_ (not less than 10 percent nor more than 25 percent of the value of the Contract) which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract.~~

~~4. LEA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.~~

~~1 FSMC must comply with the 21-day menu cycle developed by LEA for the SFSP (Exhibit B) and include it in the RFP. LEA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The LEA shall inform TDA of menu changes for the SFSP.~~

~~2 LEA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during operation of the program.~~

~~3 LEA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.~~

~~4 FSMC may use donated foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR part 225 and 7 CFR parts 3016 or 3019.~~

## **Q. Certifications**

FSMC shall execute and comply with the following Certifications: (i) Debarment Certification, which is attached to this Contract as Exhibit J and fully incorporated herein; (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit K and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit L and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit M and fully incorporated herein.

## **R. Miscellaneous**

### **1. Emergency Notifications.**

A. LEA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to: Name: Title: Telephone number: Alternate telephone number:

B. LEA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to: Name: Title: Child



Nutrition Director Telephone number: 512-267-8312 Alternate telephone number:

1 Governing Law. This Contract is governed by and shall be construed in accordance with Texas law.

2 Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

3 Incorporation/Amendments. This Contract, which includes the attached Exhibits A – M and LEA’s RFP and Contract (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) Contract; (ii) FSMC proposal documents identified as (a) \_\_\_\_\_, (b) \_\_\_\_\_, and (c) \_\_\_\_\_; and (iii) LEA’s RFP. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

5. Indemnity. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold LEA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys’ fees and court costs that may rise because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of LEA, its employees or agents. This clause shall survive termination of this Contract.

4 Nondiscrimination. Both LEA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

5 Notices. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To LEA:            Robert Zingelmann  
                         P.O. Box 4929  
                         Lago Vista, TX 78645  
                         512-267-8300

To FSMC:

Copy to: Barbara Qualls Ph.D.

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

1 Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force

and effect.

9. Silence, absence or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by LEA are to be used.

2 Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of LEA, except that FSMC may, after notice to LEA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

3 Waiver. The failure of FSMC or LEA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

12. TDA review. This Contract is not effective until it is approved, in writing, by TDA.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**AGREEMENT**

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

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

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of LEA

\_\_\_\_\_  
Signature of Authorized Representative

Typed Name of Authorized Representative

\_\_\_\_\_ Title

Signed

\_\_\_\_\_ Date

ATTEST:

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC

\_\_\_\_\_  
Signature of Authorized Representative

Typed Name of Authorized Representative

\_\_\_\_\_ Title

\_\_\_\_\_ Date Signed

ATTEST:

\_\_\_\_\_

ATTEST:

 \_\_\_\_\_

SCHOOL FOOD AUTHORITY:

\_\_\_\_\_  
Name of LEA

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

FOOD SERVICE MANAGEMENT  
COMPANY:

Sodexo Services of Texas LLP  
\_\_\_\_\_  
Name of FSMC

  
\_\_\_\_\_  
Signature of Authorized Representative

Lorna C. Donatone  
\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

March 3, 2000

**Exhibit I**

**SCHEDULE OF TERMS FOR FSMC GUARANTY**

If Food Service operations result in a Deficit during school year, FSMC shall reimburse LEA for the Deficit. Deficit will be determined based on values in the required Financial Audit conducted for the corresponding fiscal year.

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Bleacher Estimate

Wednesday, April 15, 2009 1:36:08 PM

Message

From: "Gary Wilson" <gwilson@sturdi steel . net>  
Subject: RE: Lago Vista ISD Estimate  
To: Robert Zingelmann

Robert, sorry here are your figures:

Home side bleacher addition approximately 175 seats 10 row x 30' -0 to  
be installed next to existing

Materials and installation-----\$25,000.00

Visitor side bleacher 5 rows high elevated with handi cap ramp  
approximately 300 persons

Materials and installation-----\$30,000.00

New handi cap ramp on home side

Materials and installation-----\$15,000.00

As we discussed we are buy board members

Gary

# WOLFF CONSTRUCTION

P. O. Box 1002  
Salado, Texas 76571  
(254) 947-8271 Office  
(254) 947-3703 Fax

[wolffconstructiontexas.com](http://wolffconstructiontexas.com)



PROPOSAL (Site work)

DATE: April 7, 2009

BID #:ACL1069

TO: Lago Vista Independent School District

JOB: Sisemore Field Expansion

BASE BUDGET: \$51,360.00

## SCOPE OF WORK

### INCLUSIONS

1. Provide Layout
2. Remove and dispose of trees
3. Use existing soils for building pad (150'x35')
4. Import additional materials for building pad (150' x 35')
6. Furnish and install concrete pad (120'x 20'x 4")
7. Furnish and install sidewalks (300'x 4' x 4")

### EXCLUSIONS

1. Surveying
2. Testing, Proctors and Bonds
3. Concrete Inlets/ Drains/Inlet protection
4. Import of topsoil
5. Asbestos/Hazardous Material Abatement
6. Haul-off subs spoils
7. Water meter
8. Permit, Lane Closures, Barricades
9. Dewatering
10. RCP and TX DOT Safety Ends
11. Screening/Raking of Topsoil
12. Shoring, Slope Retention, or Slope Protection
13. Final Building Corner Layout
14. Landscaping, Re-vegetation, Seeding, Hydro-mulching, Irrigation
15. Utilities
16. No Piping, Liner, Gabion, Filter, Wall, or Footing Excavation
17. Compaction of Other Sub-Contractors Excavations trenches
18. All concrete work



**NOTE: WOLFF CONSTRUCTION'S PROPOSAL FOR SISEMORE FIELD EXPANSION IS FOR BUDGET PURPOSES ONLY.**

**NOTE: ANY CHANGES TO THE ORINIGAL PLANS OR SPEC MUST BE AGREED TO IN WRITING AND MAY INCUR ADDITION CHARGES.**

**THE WORK IS TO BE COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. WOLFF CONSTRUCTION SERVICES WILL PROVIDE GENERAL LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE FOR ITS EMPLOYEES, ANY QUESTIONS PLEASE DO'NOT HESITATE TO CALL 254-947-8271.**

**WE APPRECIATE THE OPPORTUNITY TO BID ON THIS PROJECT!!**



By: \_\_\_\_\_ Accepted By: \_\_\_\_\_  
ANDY LEE

**CERTIFICATION OF UNOPPOSED CANDIDATES**  
***CERTIFICACIÓN DE CANDIDATOS ÚNICOS***

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

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 9, 2009.

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 9 de mayo de 2009.*

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

Lago Vista ISD Board of Trustees  
Place Six (6)

David C. Scott

Lago Vista ISD Board of Trustees  
Place Seven (7)

Michael Carr

\_\_\_\_\_  
Signature (*Firma*)

\_\_\_\_\_  
Printed Name (*Nombre en letra de molde*)

\_\_\_\_\_  
Title (*Puesto*)

\_\_\_\_\_  
Date of Signing (*Fecha de firma*)

## **Order of Cancellation** ***(Orden de Cancelación)***

The Lago Vista ISD Board of Trustees hereby cancels the Election scheduled to be held on May 9, 2009 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

*Vista del Lago ISD Junta de Síndicos la presente cancela la elección que se celebrará el 9 de mayo de 2009 de conformidad con la Sección 2.053 (a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como sin oposición y se eligió como sigue:*

Candidate

Office Sought

David C. Scott  
2406 Farragret Cove  
Lago Vista, TX 78645

Place Six (6)  
Lago Vista ISD Board of Trustees

Michael Carr  
2811 Declaration Circle  
Lago Vista, TX 78645

Place Seven (7)  
Lago Vista ISD Board of Trustees

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

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

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President *(Presidente)*

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Secretary *(Secretario)*

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*Date of adoption (Fecha de adopción)*

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in TASB Policy Service records.

The comparison is generated by commercially available software with changes shown in red. Additions are underlined and deletions are struck through. While the software competently identifies simple changes, it generally handles major rewrites of policies—including the rearrangement of existing provisions, with or without extensive editing—with less dexterity. For further assistance in parsing changes, please refer to the explanatory notes in your Localized Policy Manual update packet, if applicable, or contact your Policy Consultant/Analyst.

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the non-renewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); and/or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

SUPERINTENDENT  
NONRENEWAL

BJCF  
(LOCAL)

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING  
PROCEDURE

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommenda-

tion to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.



OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

INVESTMENT  
AUTHORITY

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

APPROVED  
INVESTMENT  
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND  
INVESTMENT  
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

LIQUIDITY AND  
MATURITY

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

DIVERSITY

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

MONITORING MARKET  
PRICES

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

OPERATING FUNDS

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

AGENCY FUNDS

Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

DEBT SERVICE  
FUNDS

Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

CAPITAL PROJECTS

Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

SAFEKEEPING AND CUSTODY	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
BROKERS / DEALERS	Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the <del>National Association of Securities Dealers</del> <u>Financial Industry Regulatory Authority (FINRA)</u> .
SOLICITING BIDS FOR CD'S	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
INTEREST RATE RISK	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
INTERNAL CONTROLS	<p>A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:</p> <ol style="list-style-type: none"><li>1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.</li><li>2. Avoidance of collusion.</li><li>3. Custodial safekeeping.</li><li>4. Clear delegation of authority.</li><li>5. Written confirmation of telephone transactions.</li><li>6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.</li><li>7. Avoidance of bearer-form securities.</li></ol> <p>These controls shall be reviewed by the District's independent auditing firm.</p>

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

PORTFOLIO REPORT

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and ~~investment~~ activity shall be presented annually to the Board. ~~This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six-month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.~~

ANNUAL OPERATING BUDGET

CE  
(LOCAL)

FISCAL YEAR	The District shall operate on a fiscal year beginning <del>September 1 and ending August 31</del> <u>September 1 and ending August 31</u> .
BUDGET PLANNING	Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.
<del>AVAILABILITY OF PROPOSED BUDGET</del>	<del>After it is presented to the Board and prior to adoption, a copy of the proposed budget shall be available upon request from the business office or Superintendent. The Superintendent or designee shall be available to answer questions arising from inspection of the budget.</del>
BUDGET MEETING	The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows: <ol style="list-style-type: none"><li>1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.</li><li>2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.</li><li>3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.</li><li>4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.</li></ol>
AUTHORIZED EXPENDITURES	The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.
BUDGET AMENDMENTS	The <u>Board shall amend the</u> budget <del>shall be amended</del> when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

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~~11/12/2001~~ 10/22/2008  
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REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency or program change. [See DFF]
10. A decision by a campus intervention team under Education Code 39.1324 that the employee not be retained at a reconstituted campus.
11. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
12. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
13. Failure to meet the District's standards of professional conduct.
14. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

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~~5/21/2007~~10/22/2008  
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15. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); ~~and~~ conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
16. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
17. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
18. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
19. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
20. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
21. A significant lack of student progress attributable to the educator.
22. Behavior that presents a danger of physical harm to a student or to other individuals.
23. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
24. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
25. Falsification of records or other documents related to the District's activities.
26. Falsification or omission of required information on an employment application.
27. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
28. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.

29. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
30. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
31. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
32. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
33. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS  
FROM  
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. ~~The Superintendent shall require that each~~ Each administrator's recommendation for nonrenewal shall be accompanied by copies of all pertinent information necessary to a decision to recommend proposed nonrenewal. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S  
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. ~~Copies of written evaluations, other supporting~~ Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF  
PROPOSED  
RENEWAL OR  
NONRENEWAL

The Superintendent shall deliver to the employee by hand or certified mail, return receipt requested, written notice of proposed renewal or nonrenewal not later than the 45th day before the last day of instruction required in the contract. If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal. When a timely request for a

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hearing on a proposed nonrenewal is received by the Board President, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING  
PROCEDURE

~~The~~Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting ~~unless the employee requests that it be open,~~ with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until ~~it is their turn~~called to present evidence. The employee and the administration may ~~each be represented by~~choose a representative ~~of each party's choice~~. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and ~~in general~~shall generally follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only ~~such~~evidence ~~as is~~presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the

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date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

INSTRUCTIONAL ARRANGEMENTS  
HOMEBOUND INSTRUCTION

EEH  
(LOCAL)

GENERAL EDUCATION	<p><u>A-Consistent with TEA's Student Attendance Accounting Handbook (SAAH), a student to be confined for a minimum of four <del>consecutive</del> weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the U.S-nited States</u> may be eligible for general education homebound services. The parent's request for services shall be made through the principal in accordance with TEA's <del>Student Attendance Accounting Handbook-SAAH</del> and administrative procedures.</p> <p>The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
SPECIAL EDUCATION	<p>For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.</p>
DOCUMENTATION OF SERVICES	<p>The District shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.</p>

ADMISSIONS  
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB  
(LOCAL)

Students shall be assigned to schools in the attendance areas in which they reside.

CLASS CHANGES

The campus principal shall be authorized to investigate and approve transfers of students from one classroom to another on that campus.

TRANSFERS  
BETWEEN SCHOOLS

The Superintendent shall be authorized to investigate and approve transfers between schools.

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**Note:** For transfers of students who are victims of bullying, see FDB (LEGAL). For transfers of students who attend a persistently dangerous school, become victims of a violent criminal offense, or become victims of sexual assault, see FDD.

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# APPLICATION FOR EXPEDITED AND GENERAL STATE WAIVERS

**General Instructions.** For Expedited Waivers, please complete Sections 1, 2, 3, and 4. For General State Waivers, please complete Sections 1, 2, 3, 6, and 7. **Bolded** items in Section 2 and Section 3 must be completed. Please direct questions to the State Waiver Unit at (512) 463-9630 or [www.tea.state.tx.us/waivers](http://www.tea.state.tx.us/waivers).

**SECTION 1. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.**

District Name: Lago Vista ISD County/District No. 227 - 912  
 Address: P. O. Box 4929 Telephone No. (512) - 267 - 8300  
 City, State, Zip: Lago Vista, Texas 78645 Fax No. (512) - 267 - 8304  
 Contact Person: Sandy Apperley Telephone No. (512) - 267 - 8300  
 Email: sandy\_apperley@lagovista.txed.net

**SECTION 2. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.**

Superintendent: Barbara Ann Qualls \_\_\_\_\_ Signature \_\_\_\_\_  
 Dr.  Mr. Typed Name  
 Mrs.  Ms.  
 Board President: David Scott \_\_\_\_\_ Signature \_\_\_\_\_  
 Typed Name  
**Date Board Approval:** \_\_\_\_\_  
**Board Vote – For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Abstain** \_\_\_\_\_ **Absent** \_\_\_\_\_

**SECTION 3. PLEASE COMPLETE THIS SECTION FOR ALL WAIVERS.**

**Comments of appropriate Site-Based Decision Making Committee:** Waivers are requested to provide additional training for staff so that staff is better prepared to meet the needs of an increasingly diverse student population. An additional day is requested for staff development in the area of English because of the revision to TEKS. The TAKS testing day waiver is needed to minimize interruptions for students who are taking the tests.

**SBDM Committee Chairperson Signature** \_\_\_\_\_

**SECTION 4. EXPEDITED WAIVERS. PLEASE CHECK ALL THAT APPLY.**

**Staff Development Waiver**, pursuant to Texas Education Code (TEC) §25.081. This waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction. Please state the number of days requested. 3

Please check the years requested:  2008-2009  2009-2010  2010-2011

**Reading/English Language Arts; Mathematics; Science; and/or Social Studies Staff Development Waiver**, pursuant to TEC §25.081. This waiver allows the district or charter school to conduct additional staff training for reading/english language arts, mathematics, science, or social studies strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction.

Please check no more than two subject areas for only one day each:

Reading/English Language Arts \_\_\_\_\_  Mathematics \_\_\_\_\_  Science \_\_\_\_\_  Social Studies \_\_\_\_\_

Please check the years requested:  2008-2009  2009-2010  2010-2011

**Staff Development through Participation in Eligible Conferences Waiver**, pursuant to TEC §25.081. This waiver allows the district or charter school to send staff to eligible conferences for staff development to improve student performance in lieu of one day of student instruction.

Please check the years requested:  2008-2009  2009-2010  2010-2011

**Early Release Waiver**, pursuant to TEC §25.082. This waiver allows the district or charter school to conduct school for less than seven (7) hours for a total of six (6) days of student instruction to provide additional training in educational methodologies and/or to provide time to meet the needs of students and local communities. Please state the number of days requested. \_\_\_\_\_

Please check the years requested:  2008-2009  2009-2010  2010-2011

**Modified Schedule/TAKS Testing Days Waiver**, pursuant to TEC §25.082. This waiver allows the district or charter school to modify the schedule of classes on TAKS testing days during the current school year to reduce interruptions during testing periods. This waiver is approved yearly.

**SECTION 4. EXPEDITED WAIVERS**

**TEXTBOOK WAIVERS:** Pursuant to TEC §7.056. This waiver allows school districts and open enrollment charter schools the opportunity to purchase instructional materials and obtain reimbursement up to the state maximum cost called for in a proclamation, for which no textbook was offered for consideration by publishers. These courses include, but are not limited to:

- Proclamation 1997: Remedial Reading Grade 6:**  
 2008-2009                       2009-2010                       2010-2011
- Proclamation 1999: Photojournalism, Astronomy; AP Environmental Science; IB Environmental Systems; and AP Human Geography:**  
 2008-2009                       2009-2010                       2010-2011
- Proclamations 2001 and 2002: Business Education; Technology Education/Industrial Technology Education; Trade and Industrial Education; Languages Other Than English; and Fine Arts:**  
 2008-2009                       2009-2010                       2010-2011
- Proclamation 2004: IB Mathematical Studies Subsidiary Level; IB Mathematical Higher Level; and IB Advanced Mathematics Subsidiary Level.**  
 2008-2009                       2009-2010                       2010-2011

A complete list of subjects eligible for waivers and the maximum costs allowed may be viewed at:  
<http://www.tea.state.tx.us/textbooks/waivers/subjectsnobids.pdf>

**Foreign Exchange Student Waiver**, pursuant to TEC §25.001(e). This expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver. The number requested by the district for an expedited waiver is \_\_\_ (state number of students) per high school. The waiver is subject to the provisions in the attached guidelines and FAQ <http://www.tea.state.tx.us/waivers/ForeignExchangeGuidelines.doc> <http://www.tea.state.tx.us/waivers/ForeignExchangeFAQ.doc>. The waiver will be issued if it is determined that admission of more than this number indicated will (check all that apply):

- (1) create a financial or staffing hardship for the district;
- (2) diminish the district's ability to provide high quality educational services for the district's domestic students; or
- (3) require domestic students to compete with foreign exchange students for educational resources.

Please check the years requested:                       2008-2009                       2009-2010                       2010-2011

**SECTION 5. GENERAL WAIVER**

**Disciplinary Alternative Education Programs**, pursuant to TEC 37.008(g). This waiver allows the district to use more than 18% of the district's SCE allotment to provide supplemental services for disciplinary alternative education programs established under Section 37.008. The school district is required to state the reason for needing to exceed the 18% limit and to report the number of students in each grade level, by demographic subgroup, not making satisfactory progress under the state's assessment system. The district is also required to submit a copy of their district/campus improvement plan which provides a description of their disciplinary alternative education program for TEA review. The district/campus improvement plan must conform to the requirements in TEC Section 11.252 and 11.253 and the Financial Accountability Resource Guide, 9.2.3. This waiver is granted for one year and the waiver must be resubmitted in writing by July 20 through the Texas Education Agency waiver office for each subsequent year, in accordance with TEA policies and deadlines for filing. Please state the total percentage of the district's SCE allotment that is being requested to provide basic services at the DAEP. \_\_\_\_\_

**SECTION 6. PLEASE COMPLETE THIS SECTION FOR GENERAL WAIVERS.**

- Course Requirement
- Pregnancy Related Services On-Campus CEHI
- Study of Electronic Courses
- Other Specify \_\_\_\_\_
- Foreign Exchange Student Waiver (one to four students)  
Please indicate the number of students admitted in previous three years. \_\_\_\_\_ See Guidelines and FAQ  
<http://www.tea.state.tx.us/waivers/ForeignExchangeGuidelines.doc>  
<http://www.tea.state.tx.us/waivers/ForeignExchangeFAQ.doc>

**SECTION 7. COMPLETE THIS SECTION FOR ALL WAIVERS OTHER THAN EXPEDITED WAIVERS.**

PLEASE USE SEPARATE PAGE.

1. Give a brief narrative description of the requested waiver. For foreign exchange student waiver, description must address the circumstances applicable to the district under TEC § Section 25.001(e) (1), (2), or (3).
2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?
3. Cite the Texas Education Code or the Texas Administration Code that the district or campus wishes to waive?
4. Describe the plan to be implemented, if the waiver is granted.
5. How will granting this waiver help achieve the district's or campus' objective?
6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.
7. Please specify the school years for which the waiver is requested, to a maximum of three years.

2008-2009                       2009-2010                       2010-2011

**ALL APPLICATIONS SHOULD BE MAILED OR FAXED. THE FAX NUMBER IS (512) 475-3666.**

State Waiver Unit | Texas Education Agency | 1701 North Congress Avenue | Austin, TX 78701-1494 | Phone (512) 463-9630

**Minutes of Regular Meeting  
March 9, 2009**

**The Board of Trustees  
Lago Vista ISD**

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A Regular meeting of the Board of Trustees of Lago Vista ISD was held March 9, 2009, beginning at 7:00 PM in the Board Room in Viking Hall, 8039 Bar K Ranch Road, Lago Vista, Texas 78645.

Members Present

David Scott, President  
David Baker, Vice-President  
Tami Hood, Secretary  
Tom Rugel  
Jerrell Roque  
Laura Vincent  
Mike Wells

Also Present:

Barbara Qualls, Superintendent  
Sandy Apperley, Assistant Superintendent  
Robert Zingelmann, Director of Finance  
Donna Larkin, High School Principal  
Paul Bixler, Middle School Principal  
Beth Mohler, Intermediate Elementary School Principal  
Heather Stoner, Primary Elementary School Principal  
Steve Elder, Secondary Assistant Principal  
Alan Haire, Director of Athletics  
Valerie Guerra, Director of Special Education

1. Invocation: Mr. Scott called the meeting to order at 7:00 PM, and led the Pledge of Allegiance, the Pledge to the Texas flag and a moment of silence.
2. Welcome visitors/Recognition/Public participation: At 7:05 PM, the president opened the floor for citizen comments according to the district's policy for public participation in board meetings. Seven citizens spoke. The president closed public forum at 7:16 PM.
3. Discussion and attorney-client consultation regarding the contract, employment, and evaluation of the Superintendent. At 7:16 PM, the Board entered closed session pursuant to Texas Government Code sections 551.074 and 551.071. The board entered open session at 8:55 PM and took a recess. Board re-entered open session at 9:03 PM



4. Discussion regarding the appointment of Trustee Laura Vincent to act on behalf of the Board of Trustees with respect to engaging the services of an independent consultant to review the Lago Vista ISD special education program. The Board may go into closed session for deliberation of this agenda item either in part or in its entirety pursuant to Texas Government Code section 551.074, and may receive the advice of legal counsel, if necessary, pursuant to Texas Government Code section 551.071.: Due to personal issues, Laura Vincent reported that Tom Rugel will be assisting her in the selection of a consultant. Several consultants' names have been suggested and a decision should be made before the next board meeting. The board president instructed the Superintendent to draw up a contract with the selected consultant once a consultant has been selected.
5. Discussion regarding the appointment of David Scott as Board President and his duties in that role pursuant to Texas Government Code section 551.074. The Board will go into closed session pursuant to Texas Government Code section 551.074, and may receive the advice of legal counsel, if necessary, pursuant to Texas Government Code section 551.071: No action taken as a result of closed session.
6. Discussion regarding the renewal or proposed nonrenewal of teaching staff contracts. The Board will go into closed session pursuant to Texas Government Code sections 551.074: The board entered closed session at 9:06 PM.
7. Possible action regarding closed session matters: The board reconvened in open session at 10:18 PM Mr. Roque moved to extend past 10:00 PM. Motion was seconded by Ms. Vincent. Motion passed 7-0.

Ms. Vincent moved to accept the administration's recommendation regarding employment of probationary and term contract teachers. Motion passed 7-0. A list of personnel and contract action recommended are included as support materials with the minutes. The Superintendent recommended that in the best interests of the District that the board terminate the probationary contract of Ynez Schnaiter at the end of her current probationary contract period. Mr. Baker made the following motion: I move that, in the Board's judgment, the best interests of the District will be served by terminating the probationary contract employment of Ynez Schnaiter at the end of her current contract period, and I further move that the Board President be authorized on behalf of the Board to provide the employee with timely written notice of the Board's action. The motion was seconded by Mr. Roque. Motion passed 7-0.

8. Discussion and possible action concerning district planning and budgeting of cheer for the 2009/2010 school year: Superintendent reported that there are currently supply line items in campus budgets for cheerleading. These items include such things as sponsor stipends and travel. Discussion followed. Trustees requested that district staff prepare a cost sheet to provide trustees with an analysis of total costs associated with cheerleading.

9. Discussion and possible action concerning upgrades for athletic facilities: The Director of Finance reported that one company provided a very “soft” estimate of the cost to add bleachers on both sides of the current stadium. To add bleachers to the existing concrete pad would be approximately \$20,000. This would increase seating capacity by approximately 180 seats. To add bleachers to the other side of the field would be approximately \$35,000. This estimate does not include anything other than the metal bleachers. An estimate of the cost to actually install the bleachers on the opposite side of the existing bleachers is being researched by District staff. The superintendent reported that staff is researching city ordinances regarding such things as parking and potential environmental issues. Questions and discussion followed.
10. Discussion and possible action regarding Vision Statement: Board is meeting on March 26 for a team building activity. Raymond Hartfield will lead the training session.
11. Harris Interactive Survey update: The public meeting to discuss the findings of the survey will be April 2, 2009.
12. Discussion and update concerning City of Lago Vista’s proposal to purchase district property. The city of Lago Vista disagrees with the appraised value determined by the District’s appraiser. The city has indicated that they will be coming back to the board with another offer at a later date.
13. Superintendent report: Given the length of the board meeting, the superintendent will post the report.
14. Minutes of previous meetings: The minutes of the February 16, 2009 regular meeting were approved. Ms. Vincent moved to accept the minutes. Mr. Roque seconded the motion. The motion was adopted unanimously.
15. Budgeting process report: The Superintendent and Director of Finance shared the proposed budget calendar and budget assumptions with trustees. Questions and discussion followed.
16. Monthly Financial Report: The Director of Finance presented the district’s monthly financial summary. Ms. Vincent moved to accept the financial report. The motion was seconded by Mr. Wells. The motion was adopted 7-0.
17. Adjourn: There being no further business, the Board President adjourned the meeting at 11:14 PM

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David Scott, President

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Sandy Apperley

**Lago Vista Independent School District  
Special Board Meeting  
March 26, 2009**

The Board of Trustees of Lago Vista Independent School District met in special session at 6:00 PM on March 26, 2009 in the High School Library in Lago Vista, Texas.

Mr. Scott called the meeting to order at 6:00 PM, and led the Pledge of Allegiance, the Pledge to the Texas flag and a moment of silence.

Members Present	David Scott, President Tom Rugel Jerrell Roque Laura Vincent Mike Wells
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Members Absent:	David Baker, Vice-President Tami Hood, Secretary
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Also Present:	Barbara Qualls, Superintendent Raymond Hartfield
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Mr. Raymond Hartfield facilitated the Governance Team (Board and Superintendent) Team Building and Goals meeting.

**Adjourn**

Mr. Scott adjourned the meeting at 9:00 PM

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David Scott, President

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Sandy Apperley

**Board Resolution Extending Depository Contract for Funds  
Of Independent School Districts Under Texas Education Code,  
Chapter 45, Subchapter G, School District Depositories**

Be it Resolved by the LAGO VISTA ISD BOARD OF TRUSTEES that:  
*Board of Trustees*

SECURITY STATE BANK AND TRUST Bank, Depository, located at TRAVIS County,  
*Name of Depository Bank* *Name of County*

State of Texas, being a bank as that term is defined in section 45.201 of the Texas Education Code, and

LAGO VISTA ISD (CDN: 227-912 ) agree to extend for an additional  
*Name of District*

two-year term from 09-01-2009 through 08-31-2011 , the existing terms and conditions for banking services  
and rates previously agreed to in the Depository Contract in effect from 09-01-2005 through 08-31-2007 .

This agreement to extend is allowed under Texas Education Code, Section 45.205 Subchapter G.

AGREED AND ACCEPTED on behalf of LAGO VISTA ISD  
*Name of District*

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature of President of School Board*

AGREED AND ACCEPTED on behalf of Depository this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Typed Name of Depository*

\_\_\_\_\_  
*Signature of Authorized Bank Officer*

\_\_\_\_\_  
*Title of Authorized Bank Officer*

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority in and for said county and state, on this day personally appeared  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing  
*Authorized Bank Officer*  
instrument on behalf of the Depository named therein, and known to me to be an officer authorized to  
execute the foregoing instrument on behalf of said Depository, and acknowledged to me that (s)he executed  
the same as the act and deed of said Depository, for the purpose therein expressed and in the capacity therein  
stated.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
*Signature of Notary*

Notary Public in and for \_\_\_\_\_ County, Texas

<b>Lago Vista ISD</b>					
<b>Budget Amendments</b>					
<b>2008-2009</b>					
<b>AMENDMENT #1</b>					
<b>Fund 199</b>					
<b>Account Code</b>	<b>Description</b>	<b>Budget</b>	<b>Amendment</b>	<b>Amended Budget</b>	
199-51-6219-00-930-999000	Contracted Services	(105,034.51)	(8,800.00)	(113,834.51)	Increase
199-00-3700-00-000-900000	Budgetary Fund Balance	448,312.00	8,800.00	457,112.00	Increase
Due to Feasibility study and appraisal.					

Board Report  
 Comparison of Revenue to Budget  
 Lago Vista ISD  
 As of March

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	12,851,525.00	-270,618.78	-12,207,973.24	643,551.76	94.99%
5730 - TUITION FEES FROM PATRONS	3,000.00	.00	.00	3,000.00	.00%
5740 - INTEREST, RENT, MISC REVENUE	357,500.00	-9,276.86	-76,845.98	280,654.02	21.50%
5750 - ATHLETIC ACTIIVTY REVENUE	21,000.00	-400.00	-27,096.17	-6,096.17	129.03%
5760 - OTHER REV FM LOCAL SOURCE	500.00	.00	.00	500.00	.00%
Total REVENUE-LOCAL & INTERMED	13,233,525.00	-280,295.64	-12,311,915.39	921,609.61	93.04%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA-FOUNDATION REV	3,631,900.00	-49,375.00	-2,955,967.24	675,932.76	81.39%
5820 - STATE PROGRAM REVENUES	.00	.00	-1,359.37	-1,359.37	.00%
5830 - TRS ON-BEHALF	426,656.00	-35,944.01	-247,234.82	179,421.18	57.95%
Total STATE PROGRAM REVENUES	4,058,556.00	-85,319.01	-3,204,561.43	853,994.57	78.96%
Total Revenue Local-State-Federal	17,292,081.00	-365,614.65	-15,516,476.82	1,775,604.18	89.73%

Board Report  
 Comparison of Expenditures and Encumbrances to Budget  
 Lago Vista ISD  
 As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-6,441,769.34	.00	3,473,420.95	552,075.94	-2,968,348.39	53.92%
6200 - PURCHASE _CONTRACTED SVS	-145,184.00	6,485.67	133,678.68	9,958.79	-5,019.65	92.08%
6300 - SUPPLIES AND MATERIALS	-449,060.00	35,754.73	222,121.35	29,833.85	-191,183.92	49.46%
6400 - OTHER OPERATING EXPENSES	-42,747.00	3,895.24	8,631.21	976.49	-30,220.55	20.19%
6600 - CPTL OUTLY LAND BLDG _EQUIP	-23,775.00	.00	23,896.66	.00	121.66	100.51%
<b>Total Function 11 INSTRUCTION</b>	<b>-7,102,535.34</b>	<b>46,135.64</b>	<b>3,861,748.85</b>	<b>592,845.07</b>	<b>-3,194,650.85</b>	<b>54.37%</b>
12 - LIBRARY						
6100 - PAYROLL COSTS	-138,911.00	.00	92,805.51	13,859.37	-46,105.49	66.81%
6200 - PURCHASE _CONTRACTED SVS	-6,912.00	438.00	5,239.63	1,802.63	-1,234.37	75.80%
6300 - SUPPLIES AND MATERIALS	-32,900.00	5,155.57	16,983.11	2,584.06	-10,761.32	51.62%
6400 - OTHER OPERATING EXPENSES	-950.00	.00	326.71	185.00	-623.29	34.39%
<b>Total Function 12 LIBRARY</b>	<b>-179,673.00</b>	<b>5,593.57</b>	<b>115,354.96</b>	<b>18,431.06</b>	<b>-58,724.47</b>	<b>64.20%</b>
13 - CURRICULUM						
6100 - PAYROLL COSTS	-80,580.00	.00	41,749.36	5,963.76	-38,830.64	51.81%
6200 - PURCHASE _CONTRACTED SVS	-9,000.00	.00	6,190.44	322.72	-2,809.56	68.78%
6300 - SUPPLIES AND MATERIALS	-3,000.00	.00	2,794.17	.00	-205.83	93.14%
6400 - OTHER OPERATING EXPENSES	-34,964.00	2,774.15	25,115.85	475.00	-7,074.00	71.83%
<b>Total Function 13 CURRICULUM</b>	<b>-127,544.00</b>	<b>2,774.15</b>	<b>75,849.82</b>	<b>6,761.48</b>	<b>-48,920.03</b>	<b>59.47%</b>
21 - INSTRUCTIONAL ADMINISTRATION						
6100 - PAYROLL COSTS	-84,992.00	.00	45,516.17	6,664.09	-39,475.83	53.55%
6200 - PURCHASE _CONTRACTED SVS	-1,500.00	.00	1,672.30	1,222.50	172.30	111.49%
6300 - SUPPLIES AND MATERIALS	-1,500.00	28.74	995.57	99.88	-475.69	66.37%
6400 - OTHER OPERATING EXPENSES	-1,200.00	100.00	420.00	110.00	-680.00	35.00%
<b>Total Function 21 INSTRUCTIONAL ADMINISTRATION</b>	<b>-89,192.00</b>	<b>128.74</b>	<b>48,604.04</b>	<b>8,096.47</b>	<b>-40,459.22</b>	<b>54.49%</b>
23 - CAMPUS ADMINISTRATION						
6100 - PAYROLL COSTS	-643,373.00	.00	387,653.35	55,575.10	-255,719.65	60.25%
6200 - PURCHASE _CONTRACTED SVS	-1,000.00	.00	.00	.00	-1,000.00	.00%
6300 - SUPPLIES AND MATERIALS	-11,900.00	857.39	4,356.70	307.12	-6,685.91	36.61%
6400 - OTHER OPERATING EXPENSES	-5,000.00	505.00	2,538.95	.00	-1,956.05	50.78%
<b>Total Function 23 CAMPUS ADMINISTRATION</b>	<b>-661,273.00</b>	<b>1,362.39</b>	<b>394,549.00</b>	<b>55,882.22</b>	<b>-265,361.61</b>	<b>59.67%</b>
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-305,699.00	.00	151,839.41	24,106.56	-153,859.59	49.67%
6200 - PURCHASE _CONTRACTED SVS	-1,450.00	.00	1,750.00	.00	300.00	120.69%
6300 - SUPPLIES AND MATERIALS	-9,245.00	.00	4,584.17	1,084.09	-4,660.83	49.59%
6400 - OTHER OPERATING EXPENSES	-8,150.00	300.00	920.00	.00	-6,930.00	11.29%
<b>Total Function 31 GUIDANCE AND COUNSELING SVS</b>	<b>-324,544.00</b>	<b>300.00</b>	<b>159,093.58</b>	<b>25,190.65</b>	<b>-165,150.42</b>	<b>49.02%</b>
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-103,880.00	.00	59,552.45	8,786.39	-44,327.55	57.33%
6300 - SUPPLIES AND MATERIALS	-2,300.00	74.90	948.00	.00	-1,277.10	41.22%
<b>Total Function 33 HEALTH SERVICES</b>	<b>-106,180.00</b>	<b>74.90</b>	<b>60,500.45</b>	<b>8,786.39</b>	<b>-45,604.65</b>	<b>56.98%</b>
34 - PUPIL TRANSPORTATION-REGULAR						
6200 - PURCHASE _CONTRACTED SVS	-452,577.66	.00	270,406.39	84,337.57	-182,171.27	59.75%
<b>Total Function 34 PUPIL TRANSPORTATION-REGULAR</b>	<b>-452,577.66</b>	<b>.00</b>	<b>270,406.39</b>	<b>84,337.57</b>	<b>-182,171.27</b>	<b>59.75%</b>
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-157,759.00	.00	91,501.49	-6,582.18	-66,257.51	58.00%
6200 - PURCHASE _CONTRACTED SVS	-66,841.00	.00	59,751.66	2,790.52	-7,089.34	89.39%
6300 - SUPPLIES AND MATERIALS	-83,800.00	2,649.62	81,198.95	14,174.03	48.57	96.90%
6400 - OTHER OPERATING EXPENSES	-95,174.00	777.19	73,873.90	20,051.82	-20,522.91	77.62%
6600 - CPTL OUTLY LAND BLDG _EQUIP	-17,000.00	.00	14,938.00	.00	-2,062.00	87.87%
<b>Total Function 36 CO-CURRICULAR ACTIVITIES</b>	<b>-420,574.00</b>	<b>3,426.81</b>	<b>321,264.00</b>	<b>30,434.19</b>	<b>-95,883.19</b>	<b>76.39%</b>
41 - GENERAL ADMINISTRATION						

Board Report  
 Comparison of Expenditures and Encumbrances to Budget  
 Lago Vista ISD  
 As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-348,298.49	.00	207,467.94	29,436.51	-140,830.55	59.57%
6200 - PURCHASE CONTRACTED SVS	-185,350.00	2,712.53	89,758.28	-16,474.39	-92,879.19	48.43%
6300 - SUPPLIES AND MATERIALS	-10,500.00	139.97	1,916.46	51.88	-8,443.57	18.25%
6400 - OTHER OPERATING EXPENSES	-24,500.00	214.00	17,649.56	2,198.76	-6,636.44	72.04%
<b>Total Function 41 GENERAL ADMINISTRATION</b>	<b>-568,648.49</b>	<b>3,066.50</b>	<b>316,792.24</b>	<b>15,212.76</b>	<b>-248,789.75</b>	<b>55.71%</b>
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-192,677.00	.00	108,019.08	15,364.90	-84,657.92	56.06%
6200 - PURCHASE CONTRACTED SVS	-870,034.51	96,285.87	556,196.78	124,046.97	-217,551.86	63.93%
6300 - SUPPLIES AND MATERIALS	-70,000.00	180.43	30,336.16	1,947.30	-39,483.41	43.34%
6400 - OTHER OPERATING EXPENSES	-58,800.00	.00	51,992.00	.00	-6,808.00	88.42%
6600 - CPTL OUTLY LAND BLDG EQUIP	-30,000.00	.00	29,279.00	.00	-721.00	97.60%
<b>Total Function 51 PLANT MAINTENANCE &amp; OPE</b>	<b>-1,221,511.51</b>	<b>96,466.30</b>	<b>775,823.02</b>	<b>141,359.17</b>	<b>-349,222.19</b>	<b>63.51%</b>
52 - SECURITY						
6200 - PURCHASE CONTRACTED SVS	-39,200.00	.00	20,605.89	210.00	-18,594.11	52.57%
<b>Total Function 52 SECURITY</b>	<b>-39,200.00</b>	<b>.00</b>	<b>20,605.89</b>	<b>210.00</b>	<b>-18,594.11</b>	<b>52.57%</b>
53 - DATA PROCESSING						
6200 - PURCHASE CONTRACTED SVS	-11,750.00	.00	8,750.00	.00	-3,000.00	74.47%
6300 - SUPPLIES AND MATERIALS	-5,000.00	79.19	315.12	.00	-4,605.69	6.30%
6400 - OTHER OPERATING EXPENSES	-3,000.00	.00	320.00	100.00	-2,680.00	10.67%
<b>Total Function 53 DATA PROCESSING</b>	<b>-19,750.00</b>	<b>79.19</b>	<b>9,385.12</b>	<b>100.00</b>	<b>-10,285.69</b>	<b>47.52%</b>
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-13,345.00	.00	10,592.92	1,583.61	-2,752.08	79.38%
<b>Total Function 61 COMMUNITY SERVICES</b>	<b>-13,345.00</b>	<b>.00</b>	<b>10,592.92</b>	<b>1,583.61</b>	<b>-2,752.08</b>	<b>79.38%</b>
81 - CAPITAL PROJECTS						
6200 - PURCHASE CONTRACTED SVS	-26,500.00	.00	.00	.00	-26,500.00	.00%
6600 - CPTL OUTLY LAND BLDG EQUIP	-421,812.00	.00	352,948.32	.00	-68,863.68	83.67%
<b>Total Function 81 CAPITAL PROJECTS</b>	<b>-448,312.00</b>	<b>.00</b>	<b>352,948.32</b>	<b>.00</b>	<b>-95,363.68</b>	<b>78.73%</b>
91 - CHAPTER 41 PAYMENT						
6200 - PURCHASE CONTRACTED SVS	-5,890,533.00	.00	1,663,494.00	831,747.00	-4,227,039.00	28.24%
<b>Total Function 91 CHAPTER 41 PAYMENT</b>	<b>-5,890,533.00</b>	<b>.00</b>	<b>1,663,494.00</b>	<b>831,747.00</b>	<b>-4,227,039.00</b>	<b>28.24%</b>
99 - PAYMENT TO OTHER GOVERN ENT						
6200 - PURCHASE CONTRACTED SVS	-75,000.00	.00	56,698.09	37,160.48	-18,301.91	75.60%
<b>Total Function 99 PAYMENT TO OTHER GOVER</b>	<b>-75,000.00</b>	<b>.00</b>	<b>56,698.09</b>	<b>37,160.48</b>	<b>-18,301.91</b>	<b>75.60%</b>
8000 - OTHER USES						
00 - DISTRICT WIDE						
8900 - OTHER USES-TRANSFERS OUT	.00	.00	.00	.00	.00	.00%
<b>Total Function 00 DISTRICT WIDE</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00%</b>
<b>Total Expenditures</b>	<b>-17,740,393.00</b>	<b>159,408.19</b>	<b>8,513,710.69</b>	<b>1,858,138.12</b>	<b>-9,067,274.12</b>	<b>47.99%</b>



	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	.00	.00	-93.66	-93.66	.00%
5750 - ATHLETIC ACTIIVTY REVENUE	302,405.00	-30,674.15	-228,490.08	73,914.92	75.56%
Total REVENUE-LOCAL & INTERMED	302,405.00	-30,674.15	-228,583.74	73,821.26	75.59%
5800 - STATE PROGRAM REVENUES					
5820 - STATE PROGRAM REVENUES	2,800.00	-3,100.00	-3,100.00	-300.00	110.71%
Total STATE PROGRAM REVENUES	2,800.00	-3,100.00	-3,100.00	-300.00	110.71%
5900 - FEDERAL PROGRAM REVENUES					
5920 - OBJECT DESCR FOR 5920	152,829.00	-16,579.00	-99,297.00	53,532.00	64.97%
Total FEDERAL PROGRAM REVENUES	152,829.00	-16,579.00	-99,297.00	53,532.00	64.97%
Total Revenue Local-State-Federal	458,034.00	-50,353.15	-330,980.74	127,053.26	72.26%

Board Report  
Comparison of Expenditures and Encumbrances to Budget  
Lago Vista ISD  
As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	.00	.00	2,551.46	348.73	2,551.46	.00%
6200 - PURCHASE CONTRACTED SVS	-212,520.00	.00	99,583.79	.00	-112,936.21	46.86%
6300 - SUPPLIES AND MATERIALS	-245,514.00	.00	151,636.77	37.80	-93,877.23	61.76%
Total Function 35 FOOD SERVICES	-458,034.00	.00	253,772.02	386.53	-204,261.98	55.40%
Total Expenditures	-458,034.00	.00	253,772.02	386.53	-204,261.98	55.40%

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5710 - LOCAL REAL-PROPERTY TAXES	1,728,899.00	-36,418.54	-1,634,708.97	94,190.03	94.55%
5740 - INTEREST, RENT, MISC REVENUE	28,141.76	-1,435.35	-9,217.36	18,924.40	32.75%
Total REVENUE-LOCAL & INTERMED	1,757,040.76	-37,853.89	-1,643,926.33	113,114.43	93.56%
Total Revenue Local-State-Federal	1,757,040.76	-37,853.89	-1,643,926.33	113,114.43	93.56%

Board Report  
 Comparison of Expenditures and Encumbrances to Budget  
 Lago Vista ISD  
 As of March

	Budget	Encumbrance YTD	Expenditure YTD	Current Expenditure	Balance	Percent Expended
6000 - EXPENDITURES						
71 - DEBT SERVICES						
6200 - PURCHASE CONTRACTED SVS	-1,200.00	.00	.00	.00	-1,200.00	.00%
6500 - DEBT SERVICE	-1,802,803.76	.00	228,901.88	.00	-1,573,901.88	12.70%
Total Function 71 DEBT SERVICES	-1,804,003.76	.00	228,901.88	.00	-1,575,101.88	12.69%
Total Expenditures	-1,804,003.76	.00	228,901.88	.00	-1,575,101.88	12.69%

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
5000 - RECEIPTS					
5700 - REVENUE-LOCAL & INTERMED					
5740 - INTEREST, RENT, MISC REVENUE	.00	-162.17	-2,068.64	-2,068.64	.00%
Total REVENUE-LOCAL & INTERMED	.00	-162.17	-2,068.64	-2,068.64	.00%
7000 - OTHER RESOURCES-NON-OPERATING					
7900 - OTHER RESOURCES/TRANSFER IN					
7910 - OTHER RESOURCES	.00	.00	.00	.00	.00%
Total OTHER RESOURCES/TRANSFER IN	.00	.00	.00	.00	.00%
Total Revenue Local-State-Federal	.00	-162.17	-2,068.64	-2,068.64	.00%
End of Report					

**Lago Vista ISD**  
**Statement of Revenues and Expenditures - General Fund**  
**As of March 31, 2009**  
58.3% Of Fiscal Year

	CURRENT YEAR			% OF BUDGET	PRIOR YEAR		% OF ACTUAL TOTAL
	BUDGET	ACTUAL	BALANCE		CUMULATIVE ACTUAL		
<b>REVENUES</b>							
5710 LOCAL TAX REVENUES	\$ 12,851,525	\$ 12,207,973	\$ 643,552	94.99%	\$ 11,126,530		95.50%
57XX OTHER LOCAL REVENUES	\$ 382,000	\$ 103,942	\$ 278,058	27.21%	\$ 302,028		92.33%
58XX STATE PROG. REVENUES	\$ 4,058,556	\$ 3,204,561	\$ 853,995	78.96%	\$ 2,942,719		81.48%
59XX FED PROG. REVENUES		\$ -	\$ -		\$ -		
<b>TOTAL REVENUE</b>	<b>\$ 17,292,081</b>	<b>\$ 15,516,476</b>	<b>\$ 1,775,605</b>	<b>89.73%</b>	<b>\$ 14,371,277</b>		<b>92.18%</b>
<b>EXPENDITURES</b>							
11 INSTRUCTION	\$ 7,102,535	\$ 3,861,748	\$ 3,240,787	54.37%	\$ 3,421,423		52.13%
12 LIBRARY	\$ 179,673	\$ 115,354	\$ 64,319	64.20%	\$ 98,819		55.80%
13 STAFF DEVELOPMENT	\$ 127,544	\$ 75,849	\$ 51,695	59.47%	\$ 59,776		48.48%
21 INST ADMINISTRATION	\$ 89,192	\$ 48,604	\$ 40,588	54.49%	\$ 50,773		57.04%
23 SCHOOL ADMINISTRATION	\$ 661,273	\$ 394,549	\$ 266,724	59.67%	\$ 370,106		56.47%
31 GUID AND COUNSELING	\$ 324,544	\$ 159,093	\$ 165,451	49.02%	\$ 163,074		51.51%
33 HEALTH SERVICES	\$ 106,180	\$ 60,500	\$ 45,680	56.98%	\$ 57,020		52.88%
34 PUPIL TRANSP - REGULAR	\$ 452,577	\$ 270,406	\$ 182,171	59.75%	\$ 237,553		56.29%
36 CO-CURRICULAR ACT	\$ 420,574	\$ 321,264	\$ 99,310	76.39%	\$ 248,207		67.53%
41 GEN ADMINISTRATION	\$ 568,648	\$ 316,792	\$ 251,856	55.71%	\$ 385,835		66.46%
51 PLANT MAINT & OPERATION	\$ 1,221,511	\$ 775,823	\$ 445,688	63.51%	\$ 700,926		54.07%
52 SECURITY	\$ 39,200	\$ 20,605	\$ 18,595	52.56%	\$ 18,322		60.07%
53 DATA PROCESSING	\$ 19,750	\$ 9,385	\$ 10,365	47.52%	\$ 76,382		84.74%
61 COMMUNITY SERVICE	\$ 13,345	\$ 10,592	\$ 2,753	79.37%	\$ 67,387		
81 CONSTRUCTION	\$ 448,312	\$ 352,948	\$ 95,364	78.73%	\$ -		0.00%
91 STUDENT ATTENDANCE CR	\$ 5,890,533	\$ 1,663,494	\$ 4,227,039	28.24%	\$ 1,150,626		24.98%
99 TRAVIS COUNTY APP	\$ 75,000	\$ 56,698	\$ 18,302	75.60%	\$ -		0.00%
0 TRANSFER OUT	\$ -	\$ -	\$ -	0.00%	\$ -		0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,740,391</b>	<b>\$ 8,513,704</b>	<b>\$ 9,226,687</b>	<b>47.99%</b>	<b>\$ 7,106,229</b>		<b>44.46%</b>
1200 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES - FY 2007-2008	\$ 7,002,772						\$ 331,751
3000 BEG FUND BAL 9/1/08	\$ 5,198,715						\$ 4,866,964
3000 END FUND BAL 8/31/09	\$ 12,201,487						\$ 5,198,715
3510 RESERVED FUND BAL	\$ 338,056						
3600 UNRESERVED FUND BAL	\$ 11,863,431						

PR Amend  
Budget

\$ 11,651,005  
\$ 327,120  
\$ 3,611,566

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\$ 15,589,691

\$ 6,563,255  
\$ 177,097  
\$ 123,305  
\$ 89,008  
\$ 655,457  
\$ 316,587  
\$ 107,828  
\$ 422,000  
\$ 367,549  
\$ 580,518  
\$ 1,296,259  
\$ 30,500  
\$ 90,142  
\$ -  
\$ 448,312  
\$ 4,607,000  
\$ 70,610  
\$ 37,968

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\$15,983,395

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTIONS REPORT  
AS OF March 31, 2009**

2008-2009 Original Tax Levy	\$ 14,757,820.63
Delinquent Taxes as of 8/31/2008	1,633,156.68
Total Receivables for 2007-08	\$ 16,390,977.31
Current Year Adjustments	(192,288.58)
Prior Year Adjustments	(514,173.56)
Adjusted Receivables	\$ 15,684,515.17
Total Net Collections To Date (Less P&I)	<b>\$ 13,620,361.60</b>
Outstanding Receivables as of: 03/31/2009	\$ 2,064,153.57

2008-2009 Original Tax Levy	\$ 14,757,820.63
Current Year Adjustments	(192,288.58)
Net Levy	<u>\$ 14,565,532.05</u>

Taxes Collected:	
Maintenance-Current Tax	<b>\$ 11,906,722.78</b>
Debt Service-Current Tax	1,602,828.07
Total Current Tax Levy Collected	<b>\$ 13,509,550.85</b>

Percentage of Current Tax Levy Collected	92.75%	Prior Year 92.68%
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SUMMARY OF BUDGETED COLLECTIONS	BUDGETED	NET COLLECTED	BUDGETED VARIANCE	2008 - 2009 % OF BUDGET COLLECTED	2007 - 2008	Amended Budget
M & O - Current Tax	\$ 12,219,684.00	\$ 11,922,010.00	\$ 297,674.00	97.56%	96.57%	\$ 11,024,338.00
M & O - Prior Year Tax	\$ 348,993.00	\$ 167,444.00	\$ 181,549.00	47.98%	78.90%	\$ 346,667.00
M & O - P & I	\$ 262,848.00	\$ 83,726.00	\$ 179,122.00	31.85%	70.27%	\$ 260,000.00
<b>Sub-total</b>	<b>\$ 12,831,525.00</b>	<b>\$ 12,173,180.00</b>	<b>\$ 658,345.00</b>	<b>94.87%</b>	<b>95.46%</b>	<b>\$ 11,631,005.00</b>
I & S - Current Tax	\$ 1,645,848.00	\$ 1,607,051.00	\$ 38,797.00	97.64%	97.10%	\$ 1,683,098.34
I & S - Prior Year Tax	\$ 47,458.00	\$ 16,386.00	\$ 31,072.00	34.53%	69.03%	\$ 55,865.11
I & S - P & I	\$ 35,593.00	\$ 11,270.00	\$ 24,323.00	31.66%	66.09%	\$ 41,421.07
<b>Sub Total</b>	<b>\$ 1,728,899.00</b>	<b>\$ 1,634,707.00</b>	<b>\$ 94,192.00</b>	<b>94.55%</b>	<b>95.49%</b>	<b>\$ 1,780,384.52</b>
<b>Total Collections</b>	<b>\$ 14,560,424.00</b>	<b>\$ 13,807,887.00</b>	<b>\$ 752,537.00</b>	<b>94.83%</b>	<b>95.46%</b>	<b>\$ 13,411,389.52</b>



Collected

\$ 10,646,465.00

\$ 273,522.00

\$ 182,710.00

**\$ 11,102,697.00**

\$ 1,634,217.00

\$ 38,565.00

\$ 27,374.00

**\$ 1,700,156.00**

**\$ 12,802,853.00**

**LAGO VISTA INDEPENDENT SCHOOL DISTRICT  
INVESTMENT SCHEDULE  
AS OF FEBRUARY 28, 2009**

**MONEY MARKET ACCOUNTS**

<b>TEXPOOL</b>	<b>Balance</b>	<b>Interest Earned for the Month</b>	<b>APY</b>	<b>Feb 09 APY</b>
General Fund	\$ 91,988.41	\$ 45.20	0.58%	0.67%
I&S	\$ 187.80	\$ 0.05	0.58%	0.67%

**LONESTAR INVESTMENT POOL**

General Fund - Liquidity Fund	\$ 1,039.78	\$ 0.70	0.80%	0.93%
General Fund - Liquidity Corp Fund	\$ 11,973,994.71	\$ 9,015.20	0.83%	0.95%
I&S - Liquidity Corporate Fund	\$ 2,055,338.09	\$ 1,435.21	0.83%	0.95%
Capital Projects - Liquidity Corp Fund	\$ 199,482.67	\$ 140.38	0.83%	0.95%

**CASH**

Sweep Account	\$ 98,045.44	\$ 74.34	0.16%	0.16%
General Fund	\$ 52,000.28	\$ 22.36	0.16%	0.16%
Capital Projects	\$ 1.00	\$ -	0.16%	0.16%
CP Sweep	\$ 49,724.50	\$ 21.79	0.16%	0.16%
Interest and Sinking	\$ 234.13	\$ 0.10	0.16%	0.16%
Total Cash in Bank	<u>\$200,005.35</u>			

**Total Investment Balance**

General Fund	\$ 12,217,068.62
I&S	\$ 2,055,760.02
Capital Projects	\$ 249,208.17
Total	\$ 14,522,036.81

<b>Interest Earned</b>	<b>LSIP</b>	<b>TexPool</b>	<b>Bank</b>	<b>Total</b>
General Fund	\$ 9,015.90	\$ 45.20	\$ 96.70	\$ 9,157.80
I&S	\$ 1,435.21	\$ 0.05	\$ 0.10	\$ 1,435.36
Capital Projects	\$ 162.17		\$ 21.79	\$ 183.96
Total				<u><u>\$ 10,777.12</u></u>

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