ARLINGTON INDEPENDENT SCHOOL DISTRICT REGULAR MEETING OF THE BOARD OF TRUSTEES Thursday, May 21, 2020 4:00 p.m.

NOTICE of Regular Meeting of the Board of Trustees by Videoconference or Telephone

As you know, health officials have been encouraging people from avoiding crowded events in order to avoid possible contact with persons who may be unaware they have been exposed to the COVID-19 virus. While our school board meetings are open to the public, we want you to remain safe, and therefore recommend and encourage you to participate by watching the school board meeting online at **www.aisd.net**. Thank you for your commitment to Arlington Independent School District, and we wish you and your family safety and health during these difficult days.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Again, members of the public may access this meeting as follows: **www.aisd.net**. An electronic copy of the agenda packet is attached to this online notice.

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item shall be required to register to provide comment by sending an email to the Superintendent of Schools Secretary Ibenjami@aisd.net NO LATER THAN 3:00 p.m. the day of the board meeting indicating (1) person's name; (2) subject the member of the public wishes to discuss, and; (3) telephone number at which the member of the public may be reached.

Public comment will be divided by agenda item and non-agenda item. When it is time for the portion of the meeting to listen to registered public comments for agenda or non-agenda items, the District shall attempt to contact the registrant in the order in which the registration was received. If for any reason the registrant does not answer the call, the Board will proceed to call the next registrant. This process shall continue until the list of registrants has been exhausted. The registrant will have 5 minutes to provide public comment concerning the subject identified by the registrant. If a registrant does not speak English they must indicate so when registering and list the name of their translator, and additional time shall be provided in accordance with law. If a registrant requires the use of a TTY system, the registrant must indicate this requirement at the time of registration and the registrant shall be allowed to communicate on a topic for twice the amount of time allowed for persons not requiring the use of the TTY system.

The open portions of this meeting will be recorded and made available to the public upon request.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED.

CALL TO ORDER: Ceremony for Administering the Oath of Office to Re-Elected Board Members

Administer Oath of Office to:

A. Place 6

B. Place 7

CLOSED MEETING:

Adjournment to closed meeting pursuant to Sections 551.071 (consultation with attorney to seek and receive legal advice); 551.072 (discuss the purchase, exchange, lease or value of real property); Section 551.073 – (negotiating contracts for prospective gifts or donations); Section 551.074 - (consider the appointment, employment, evaluation, reassignment, duties, discipline, non-renewal or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee); Section 551.076 (consider the deployment, or specific occasions for implementation, of security personnel and devices); Section 551.082 – (discussing or deliberating the discipline of a public school child or children, or a complaint or charge is brought against an employee of the school district by another employee); Section 551.0821 – (deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation); Section 551.083 (considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements).

RECONVENE INTO OPEN SESSION: Upon Conclusion of Closed Meeting

OPENING CEREMONY:

ORGANIZATION - BOARD OF TRUSTEES:

A. Election of Board Officers

President Vice President Secretary

PROGRAM AND/OR PRESENTATION:

A. Recognize Outgoing Student Leadership Advisory Board

APPOINTMENTS:

A. Consider Ratification of Administrative Appointments: (pg. 7)
Principal for Beckham Elementary, Principal for Wimbish World Language Academy and
Assistant Principal for Moore Elementary

Agenda – Regular Meeting May 21, 2020 Page 3 of 6

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** This first Open Forum is limited to agenda items other than personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

ACTION:

- A. Consider 2020-2021 Student Code of Conduct (pg. 8)
- B. Consider Hourly Rate of Pay Authorized Through Resolution Approved March 17, 2020 (pg. 9)

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA:

CONSENT ITEMS: Materials relating to the items to be acted upon in the Consent Agenda

are provided to the Board Members for study and review prior to the meeting. The items contained in the bid portion of the Agenda have

been endorsed by the Board Members during the budget process.

A. Consider Bid (pg. 11)20-65 RFP for Serving Line & Large Equipment for Food & Nutrition Services

B. Consider Purchases Greater Than \$50,000 Exempt from Bid (pg. 16)

20-05-21-001 Environmental Consulting Services

20-05-21-002 Classroom & Office Furniture

20-05-21-003 Student Tuition & Training – OnRamps Program

C. Consider Non-Member Contract for Shared Services Arrangement for Educational Services from the Arlington Regional Day School for the Deaf 2020-2021 (pg. 18)

DISCUSSION:

- A. 2020-2021 Board of Trustees Meeting Calendar (pg. 27)
- B. Pandemic Emergency Action/Plan Update

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper

procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

This time is for the Superintendent to acknowledge varying kinds of activities occurring within the district. This includes such items as recognition of outstanding performance by district staff and/or students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

- A. Recognition of outstanding performance by district staff and students
- B. Initiation of new programs and special activities

SCHOOL BOARD'S REPORTS:

At this time on the Agenda allows each member to inform other Board Members, the administrative staff and the public of activities which are of interest.

The Board Members will report on the following subjects:

- A. Board member attendance at various school and community events.
- B. Board member announcement of various upcoming school and community events.
- C. Board member visits to various campuses
- D. Board member recognition of outstanding performance by district staff and students
- E. Board member recognition of new programs and special activities

CLOSED MEETING:

At any time during the meeting the Board may adjourn into closed meeting for consultation with its attorney (Tex. Gov't Code § 551.071) or for a posted agenda item pursuant to Texas Government Code sections 551.072 – 551.084 (see below).

ADJOURNMENT

The agenda order may be adjusted by the Presiding Officer at any time during the meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f).

If, during the course of the meeting covered by this Notice, the Board should determine that a closed meeting of the Board should be held or is required in relation to any item included in this notice, then such closed meeting is authorized by Texas Government Code Section 551.001, et. seq., for any of the following reasons:

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of negotiating contracts for prospective gifts or donations.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel and devices.

Section 551.082 - For the purpose of deliberating in a case involving discipline of a public school child or children, or in a case in which a complaint or charge is brought against an employee of the school district by another employee and the complaint or charge directly results in a need for a hearing.

Section 551.0821 - For the purpose of deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.084 - For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

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

the open meeting covered by this notice upon the reconvening of this public meeting, or at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

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.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 18th day of May, 2020 at 4:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.

Dr. Marcelo Cavazos, Superintendent

Meeting Date:	May 21, 2020	Action Item
Subject.	Ratification of Administrative Personnel	

Purpose:

The purpose of this action item is to ratify the Principal for Beckham Elementary, Principal for Wimbish World Language Academy and Assistant Principal for Moore Elementary.

Background:

Screening and interview committees consisting of administrative staff have submitted the names to the Superintendent for consideration.

Recommendation:

The administration recommends the Board ratify the applicants for the administrative positions listed above as discussed in Executive Session.

		2.12
Submitted to:	Submitted by:	
Board of Trustees		
Arlington Independent School District	Prepared by:	Scott Kahl //
		V
	Date:	May 13, 2020

Meeting Date:	May 21, 2020	Action Item
Subject:	Consider 2020-2021 Student Code of Conduct	

Purpose:

To purpose is to present recommended changes to the Student Code of Conduct for the 2020-2021 school year for discussion and possible action.

Background:

A committee consisting of students, parent/community members, teachers representing elementary, junior high and high school, campus administrators and central administrators met during the spring to review and consider changes to the Student Code of Conduct. The process included all stakeholders reviewing the document and making recommendations for additions, deletions and revisions to the document. Those recommendations were vetted by the committee and presented to administration and the legal department for review. The proposed revisions were presented to the Board Governance Committee for further review.

Recommendation:

The Administration recommends the Board of Trustees approve the recommended changes to the Student Code of Conduct for the 2020-2021 school year.

Submitted to:	Submitted by:
Board of Trustees	
Arlington Independent School District	Prepared by: Michael Hill
	Date: May 15, 2020

Meeting Date: May 21, 2020	Action Item
Subject: Hourly Rate of Pay Authorized Through Resolution Approved March 1	7, 2020

<u>Purpose</u>: To consider adjusting the hourly pay rate authorized for auxiliary and salaried non-exempt employees required to work on days when schools are closed for the pandemic emergency

<u>Background</u>: Arlington ISD canceled classes for the period March 16, 2020 through March 29, 2020 due to the COVID-19 pandemic emergency. The Board of Trustees approved a resolution on March 17, 2020, authorizing administrative response to the COVID-19 pandemic emergency. Four specific actions were authorized through the resolution, including one "that auxiliary and salaried non-exempt employees who are required to work on days when schools are closed for the pandemic emergency be paid at the rate of one and one-half times their hourly rate of pay for all hours worked."

Governor Greg Abbott ordered all Texas schools to close on March 19, 2020. The order has been extended twice. The most recent extension closed schools through the end of the 2019-20 school year.

Since the AISD school closure began on March 16, 2020, auxiliary workers and department administrative support employees have been activated as necessary to work on site and/or remotely to continue essential district operations.

The 2019-20 school year ends May 28, 2020, and the final scheduled teacher workday is May 29, 2020. The need to pay auxiliary and salaried non-exempt employees at a rate of one and one-half times their hourly wage for all hours worked will cease at that time.

<u>Recommendation:</u> Administration recommends that the Board approve a motion that work performed by auxiliary and salaried non-exempt employees be compensated at employees' regular hourly wages as of close of business May 29, 2020.

Submitted to:	Submitted by:
Board of Trustees	
Arlington Independent School District	Prepared by: Cindy Powell
	Date: May 12, 2020

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Meeting Date	: May 21, 2020	Consent Item
Subject: Bids		
Purpose:		
To provide the final Board ap		ty to review the purchase of goods and services prior to
Background:		
Bids presented	d on the consent agenda:	
20-65	RFP for Serving Line & Large E	quipment for Food & Nutrition Services
_		
Recommenda		
The Administra	ation recommends approval of the	e bids.
		\sim \sim \sim \sim
Submitted to:		Submitted by:
Board of Trust	ees pendent School District	Prepared by: Tammy Craig
, unington much	ochacht Concor District	
		Date: 05/12/2020



TO: Cindy Powell

Chief Financial Officer

FROM: Tammy Craig

Director of Purchasing

DATE: May 21, 2020

RE: RFP 20-65 Serving Line and Large Equipment for Food & Nutrition Services

Request for Proposal **20-65** is an annual contract for serving line and large equipment for the District's Child Nutrition program. This is an all-or-none award.

It is recommended that the low bid meeting all specifications be awarded the contract.

cc: Tony Drollinger

Executive Director of Finance

David Lewis

Director of Food & Nutrition Services

Arlington Independent School District Effective Dates: May 21, 2020 to May 20, 2021

	RFP# 20-65 Large Equipment		CVK Enterprises Inc. dba Federal Supply USA	United Refrigeration Inc	1st Choice Restaurant Equipment & Supply, LLC	Supreme Fixture Company	Burkett Restaurant Equipment (Burkett and Sons INC)	Mission Restaurant Supply	Ace Mart Restaurant Supply	Kommercial Kitchens (Terry Woodard Enterprises, Inc.)	ISI Commercial Refrigeration LLC	Pasco Brokerage, Inc.	Gradys
	All or None Award	Vendor ID:	NOT SET UP	4227	10279147	10276346	NOT SET UP	12666000	5333	8553	10284760	59364000	NOT SET UP
		Catalog Bid Discount %:	VARIES	VARIES	VARIES	VARIES	VARIES	2%	VARIES	VARIES	VARIES	5%	VARIES
		Terms: Resident	NET 30	1% NET 10	1% NET 10	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30
		Vendor:	District	Tokus District	District	District	District	District	T⊌kas District	Dist ict	District	Dist ict	District
		HUB Vendor:	NO	NO	NO	NO	NO	NO	NO	YES	NO	YES	NO
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Line #		Y UOM											
1	Beverage Station with Water Filtration System -Everpure EV9272-41 single head water filtration system with Everpure EV9612-22 filter. Existing ice/Water Dispenser Brewer will be used.Mod-U-Serve MCT-FT6-MOD (120/208v.) or approved equal.	EA	No Bid	No Bid	\$11,413.41	\$11,332.00	No Bid	\$10,678.00	\$10,424.40	\$11,584.00	\$11,963.31	\$11,425.00	No Bid
2	Braising Pan, Gas -Manual Tilt, Stainless Steel braided water supply hose, Dormont Quick Connect Gas hose 1675kit48. *Include fill faucet seperate sprayer for cleaning. Groen BPM-30G (120v.) or approved equal 1	EA		No Bid	\$15,881.06	\$16,016.00	\$16,989.00	\$14,514.00	\$17,860.83	\$16,189.00	\$15,893.92	\$16,545.50	\$18,340.94
2 ALII	Tilting Skillet, gas, 30 gallon capacity, manual tilt, electronic ignition, high temp safety cut-off, removable pour strainer, etched interior markings, stainless steel construction, tubular legs, adjustable bullet feet front, adjustable flanged feet rear, 100,000 BTU, CSA Star, CSA Flame, NSF, DP-SH Double pantry kettle filler with mounting bracket, FFF-2 Front Flanged Feet, for Tilting Skillets/Braising Pans, T&S Brass B-0300-A16-WD Double Pantry Faucet, eternas with spring checks, B-0107-C35, VB, B-0060-H, add-on faucet and Dormont 1675KIT48 Dormont Blue Hose. Please see attached spec sheets some variances do apply. 1	EA									\$15,790.12		
2 ALT1	Tilting Skillet, gas, 30 gallon capacity, manual tilt, electronic ignition, high temp safety cut-off, removable pour strainer, etched interior markings, stainless steel construction, tubular legs, adjustable bullet feet front, adjustable flanged feet rear, 100,000 BTU, CSA Star, CSA Flame, NSF120v/50/60/1-ph, cord and plug, standard(SP-RSH) Single pantry 60" (1.52m) spray hose and bracket	EA	\$17,000.00										
3	Cooler, Merchandiser, Pass Through, Two Glass Sliding Doors Two Solid Hinged Doors A8"W. 60"H. 30"D - Add casters. Install must include a 48"K18" Stainless Steel Cover Plate to be installed at the Top to cover open space. These Units are replacing Federal Merchandisers that are 78" tall. Include: Stainless Steel Cover Plate. Utility PT-R-50-SS-2SLG-2S-N-C-AHS (120v.)or approved equal. 3	EA			\$9,000.93	\$8,839.00		\$9,416.00	\$10,026.10	\$9,549.00	\$9,052.93	\$10,623.50	No Bid
	Hoshizaki PT2A-FS-FS 3 Continental Refrigerator 3	EA FA		\$10,734,11			\$7,359.00						
3 ALT1	UltraSpec™ Series Refrigerator Featuring Secure-Temp™ Technology, Pass-Thru Display, two-section, self-contained refrigeration, 46.5 cu. ft. capacity, (4) sliding glass full height doors, (6) shelves, stainless steel exterior & interior, standard depth cabinet, TOUCH POINT™ electronic temperature control/indicator, expansion valve technology, 3/4 HP, UL, UL EPH Classified, MADE IN USA115/208-230v/60/1-ph, 8.8 amps, no cord & plug6* Casters, in lieu of standard 6* stainless steel legs, 3	EA	\$16,000.00	310)/3 1 .11									
4	Cooler, Reach-In, Single, Pass Through, Two Glass Dutch doors Two Solid Dutch doors, Universal Tray Slides -Add HD Low Profile Casters. Utility PT.R-30-S5-2G-2S-D or approved equal. Young Junior High - Unit 1 - Hinges all on Left. Young Junior High - Unit 2 - Hinges all on Right. Bebensee Elementary - Unit 1 - All Hinges on Right. Starrett Elementary - Unit 1 - All Hinges on Right.	EA	7.23,000.00		\$6,476.91	\$8,254.00	\$8,759.00	\$9,149.00	\$9,447.50	\$8,821.00	\$10,314.08	\$9,512.50	No Bid
4 ALT1	Continental Refrigerator 4	EA		\$9,340.72									
5	Freezer, Reach-in, Double, Pass Through, Two Solid Doors on each side -Left Hinge and Right Hinge. Add HD Low Profile Casters. Utility PT-F-50-SS-2S-2S-D (120v.) or approved equal.	EA		72,72.101.12	\$9,176.64	\$8,944.00	\$9,499.00	\$9,966.00	\$10,134.25	\$9,552.00	\$10,403.50	\$10,323.50	
5 ALT1	Continental Refrigerator 1	EA		\$12,609.72									

Arlington Independent School District Effective Dates: May 21, 2020 to May 20, 2021

	RFP# 20-65 Large Equipment All or None Award	Vendoi Cataloj Discou Terms: Reside Vendoi HUB Vi	IID: g Bid nt %: nt II	CVK Enterprises Inc. dba Federal Supply USA NOT SET UP VARIES NET 30 Tox s District NO	United Refrigeration Inc 4227 VARIES 1% NET 10 Whilet NO	1st Choice Restaurant Equipment & Supply, LLC 10279147 VARIES 1% NET 10 VAS District NO	Supreme Fixture Company 10276346 VARIES NET 30 Tox S Distilled NO	Burkett Restaurant Equipment (Burkett and Sons INC) NOT SET UP VARIES NET 30 Texts Dissipict NO	Mission Restaurant Supply 12666000 2% NET 30 Distipct NO	Ace Mart Restaurant Supply 5333 VARIES NET 30 District NO	Kommercial Kitchens (Terry Woodard Enterprises, Inc.) 8553 VARIES NET 30 WAS District YES	ISI Commercial Refrigeration LLC 10284760 VARIES NET 30 July 18 District NO	Pasco Brokerage, Inc. 59364000 5% NET 30 Distribut YES	Gradys NOT SET UP VARIES NET 30 Texts District NO
				PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Line #	Description Freezer, Reach-In, Triple, Three Solid doors -Add HD Low Profile Casters. Left	QTY UOM												
6	Hinge, Right Hinge and Right Hinge.Utility F-90-SS-3S-D (120-208/230v.) or													
	approved equal.	3 EA				\$11,843.21	\$11,119.00	\$11,099.00	\$12,471.00	\$12,208.43	\$11,656.00	\$12,636.44	\$13,111.00	
6 ALT1	Hoshizaki R3A-FS	3 EA						\$5,799.00						
6 ALT1														
	Continental Refrigerator	3 EA			\$12,617.50									
7	Ice Machine with Water Filtration System - Air Cooled, Crescent Cube Style, Everpure QC71 EV9272-41 single head water filtration system with Everpure						ĺ		1					
	EV9612-22 filter. Hoshizaki KM-520MAJ (120v.) or approved equal.	1 EA				\$3,601.51	\$3,280.00	\$3,569.00	\$3,532.00	\$3,631.30	\$3,320.00	\$3,562.93	\$3,817.50	
7 ALT1	Scotsman	1 EA			\$3,033.31									
	capacity up to 556 lb/24 hours at 70/50 (480 lb AHRI certified at 90/70),													
7 ALT1	stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph,													
	10.6 amps, NSF, UL, ENERGY STAR.1 3M Purification ICE120-S (5616003) 3M™	1 EA							1			\$3,503.32		
8	Ice Machine Head Unit, - Air Cooled, Crescent Cube Style. Do Not Provide													
8	Water Filtration System, a good one already exist.Reuse Existing BIN.Hoshizaki													
	KM-901MAJ Head Unit (208v. 20amp) or approved equal.	1 EA				\$4,153.26	\$4,573.00	\$4,709.00	\$5,001.00	\$4,865.56	\$4,505.00	\$4,674.94	\$5,097.50	
8 ALT1														
071211	Scotsman Cuber	1 EA			\$4,949.22									
9	Milk Box, Dual Access, 49" - With 4" Casters. Traulsen RMC49D4 (120v.) or													
	approved equal.	2 EA			No Bid	\$5,205.74	\$4,931.00	\$5,399.00 \$3,899.00	\$5,136.00	\$5,248.07	\$4,822.00	\$5,661.00	\$5,257.50	\$12,608.20
9 ALT1	True TMC-49-S-DS-HC 34"D x 47-3/4"H, 20.55 cu. ft., dual access, exterior digital thermometer, full	2 EA						\$3,899.00						
9 ALT1	electronic control, flat top carton capacities, (12) 13" x 13" x 11" or (8) 19" x													
9 ALII	13" x 11 case capacities, (4) self-latching doors/lids with safety bumpers,													
		2 EA										\$4,786.96		
10	Oven, Double, Electric -(208v. 3 phase hardwire). Double Ovens. HD Low Profile Casters, Solid State Controls (No Digital). Blodgett Mark V-100 or approved													
10	equal.	4 EA			No Bid	\$14,292.28	\$14,693.00	\$16,129.00	\$12,831.00	\$13,699.40	\$17,025.00	\$15,248.60	\$16,595.00	\$61,157.24
10 ALT1	Vulcan VC44ED	4 EA						\$7,699.00						
	Garland/US Range Model No. MCO-ED-20-S Master Series Convection Oven,													
	electric, double-deck, deep depth 43", (2) speed 3/4 HP fan, Master 200 solid													
	state controls with 1 hour timer, dependent 60/40 doors with windows,													
40 41 74	stainless steel front, sides & top, porcelain cavity, 24" cooking cavity height,													
10 ALI1	with (6) chrome plated oven racks on 13-position rack guides, 6-1/2" legs, 20.8 kW (Garland), cUL, NSF 4 ea (2) year limited parts & (1) year labor warranty,													
	Door warranty (5) year limited parts except window, covers products													
	purchased and installed in the USA & Canada only, standard (2) 208v/60/3-ph,													
	10.4kW, 3/4 hp, 30 amps, direct Stainless steel removable drip pan, per deck Low profile casters with front brakes (set of four) double deck ovens only. Pleas													
	see attached spec sheets, some variances do apply.	4 EA										\$9,634.57		
10 ALT1	OVFN	4 EA							\$9,650.00					
10 41 71	Bronze Convection Oven, electric, double-deck, standard depth, solid state controls & 60 minute cook timer, dependent glass doors, (5) wire racks each,						ĺ		1					
TOMETT	11-position rack glides, 2-speed fans, interior light, porcelain interior, stainless	4 EA		\$9,875.00					<u></u>					
11	Range, Two Burner, Gas - Include Dormont Quick Connect hose 1675kit48.													
	Vulcan V2B18B-501 or approved equal.	1 EA			No Bid	\$4,090.26	\$3,416.00	\$3,919.00	\$3,988.00	\$3,921.57	\$3,748.00	\$3,866.09	\$4,483.00	\$3,276.36
							ĺ		1					
11 ALT1							ĺ		1					
							ĺ							
	RANGE	1 EA					-		\$2,887.00					
12	braided water supply hose, Dormont Quick Connect hose 1675kit48, Everpure EV9797-22 dual head water filtration system with Everpure EV9618-21 filter						ĺ		1					
	and EV9799-02 scale stick. Cleveland 24 CGA10 Steamcraft Ultra 10 or	1 EA	L		No Bid	\$17,321.92	\$16,659.00	\$18,099.00	\$16,242.00	\$17,571.25	\$18,067.00	\$18,573.05	\$16,125.50	\$16,263.51
13	Warming Cabinet/Proofer, Dutch Doors -All Hinges on Right.HD Low Profile						14							
	Casters.Cres Cor H-137-WSUA-12D (120v.) or approved equal.	3 EA	<u></u>		No Bid	\$4,727.95	\$4,779.00	\$5,449.00	\$5,633.00	\$5,043.80	\$4,838.00	\$5,599.60	\$5,587.50	\$16,062.03

Arlington Independent School District Effective Dates: May 21, 2020 to May 20, 2021

	RFP# 20-65 Large Equipment		CVK Enterprises Inc. dba Federal Supply USA	United Refrigeration Inc	1st Choice Restaurant Equipment & Supply, LLC	Supreme Fixture Company	Burkett Restaurant Equipment (Burkett and Sons INC)	Mission Restaurant Supply	Ace Mart Restaurant Supply	Kommercial Kitchens (Terry Woodard Enterprises, Inc.)	ISI Commercial Refrigeration LLC	Pasco Brokerage, Inc.	Gradys
	All or None Award	Vendor ID:	NOT SET UP	4227	10279147	10276346	NOT SET UP	12666000	5333	8553	10284760	59364000	NOT SET UP
		Catalog Bid Discount %:	VARIES	VARIES	VARIES	VARIES	VARIES	2%	VARIES	VARIES	VARIES	5%	VARIES
		Terms:	NET 30	1% NET 10	1% NET 10	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30	NET 30
		Resident	Texus	tokas	U ∕kes	Texas	Texas	Tu⁄k is	T √k is	tøks	tokas	t ∕kis	Texas
		Vendor:	District	©≱t ict	District	District	District	District	District	District	District	District	Dist ict
		HUB Vendor:	NO	NO	NO	NO	NO	NO	NO	YES	NO	YES	NO
			PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Line #	Description C Clymate IQ Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x	TY UOM											
13 ALT1	26" or (24) 12" x 20" tray canacity 4-1/2" OC adjustable to 1-1/2" increments	EA	\$6,200.00										
	Warming Cabinet/Proofer, Pass Through, Two Glass Dutch doors two Solid		, ,										
14	Dutch doors - All Hinges on Right.HD Low Profile Casters.Cres CorH-137-PWSUA-	EA		No Bid	\$7,059.38	\$5,395.00	\$6,259.00	\$6,329.00	\$5,548.00	\$6,382.00	\$7,044.19	\$6,307.50	N - Did
	12D (120v.) or approved equal. 125 of series heaten hololing caolines, mootie, full fielding, pass thru, insulated,	EA		NO BIO	\$7,059.38	\$5,395.00	\$6,259.00	\$6,329.00	\$5,548.00	\$6,382.00	\$7,044.19	\$6,307.50	NO BIO
14 ALT1	solid Dutch doors, top mount controls & analog thermometer, ducted heating system, thermostat 70 to 200F temp, universal wire slides (17) 18" x 26" or (32) 1	EA	\$5,950.00										
	system, thermostat 70 to 2007 temp, universal wire sides [17] 18 × 26 Or [32] 1	EA	\$5,950.00										
15	Washer/Dryer Stack -Stainless Steel braided water supply hoses.Frigidaire FFLE3900UW (208-240v.) or approved equal.	EA		No Bid	\$1,443.19	\$1,551.00	\$1,659.00	\$2,161.00	No Bid	\$1,640.00	No Bid	\$1,948.40	No Bid
16	Table, 36"H. x 30"D. x 6'Long with lower shelf two drawers -Stainless Steel Legs, Adjustable bullet feet, 14 gauge, Welded, Include lower shelf, No												
10	backsplash, 2 drawers on opposite ends of one side/not stacked.Advance												
	TabcoSS-306 Drawer Model: SHD-2020 or approved equal.	EA		No Bid	\$2,112.07	\$1,838.00	\$1,999.00	\$2,249.00	\$1,854.59	\$2,030.00	\$1,853.67	\$2,379.00	No Bid
17	Table, 36"H. x 30"D. x 8'Long with lower shelf 4 drawers -Stainless Steel Legs, Adjustable bullet feet, 14 gauge, Welded, Include lower shelf, No backsplash, 4 drawers on one side/not stacked. Drawer Model: SHD-2020 (20"x20"x5").	EA		No Bid	62 400 74	£2.004.00	¢2 000 00	£2.400.00	62.057.70	¢2 520 00	£2.025.04	\$3,669.00	Al- Did
	Advance TabcoSS-306, Drawer Model: SHD-2020 or approved equal. Table, 40"H. x 30"D. x 8'Long with No lower shelf 4 drawers -Stainless Steel	EA		NO BIG	\$3,400.71	\$2,981.00	\$3,089.00	\$3,408.00	\$2,957.78	\$3,530.00	\$3,026.94	\$3,669.00	NO BIO
18	Legs, Adjustable bullet feet, 14 gauge, Welded, No lower shelf, No backsplash, 4 drawers on one side/not stacked. Drawer Model: SHD-2020 (20"x20"x5").Advance Tabco 5S-308, Drawer Model: SHD-2020 or approved equal.	EA		No Bid	\$3,445.65	\$3,025.00	\$3,399.00	\$3,451.00	\$3,178.61	\$3,582.00	\$3,066.21	\$3,714.50	No Bid
19	Table, 34"H. x 30"D. x 6'Long with lower shelf 3 drawers - Stainless Steel Legs, Adjustable bullet feet, 14 gauge, Welded, Include lower shelf, No backsplash, 3 drawers on one side/not stacked. Drawer Model: SHD-2020 (20"x20"x5").Advance Tabco SS-306, Drawer Model: SHD-2020 or approved												
	equal. 1	EA	l	No Bid	\$2,584.13	\$2,250.00	\$2,399.00	\$2,667.00	\$2,252.37	\$2,627.00	\$2,262.35	\$2,852.00	No Bid

AWARDED VENDOR ESTIMATED TOTAL: \$ 325,000

Meeting Date: May 21, 2020 Consent Item

Subject: Purchases Greater Than \$50,000 Exempt from Bid

Purpose:

To provide the Board of Trustees the opportunity to review the purchase of goods and services greater than \$50,000 exempt from bidding prior to final Board approval.

Background:

Board policy CH Local reads "any such purchases that cost \$50,000 or more in the aggregate over a one-year period of time shall require Board approval before a transaction may take place." Listed below are the purchases over \$50,000 exempt from bidding that now require Board approval:

20-05-21-001 Environmental Consulting Services

20-05-21-002 Classroom & Office Furniture

20-05-21-003 Student Tuition & Training – OnRamps Program

Recommendation:

The Administration recommends approval of the purchases greater than \$50,000 exempt from bid.

Submitted to:	Submitted by:
Board of Trustees	
Arlington Independent School District	Prepared by: Tammy Craig
	Date: 05/12/2020

Arlington Independent School District Purchases Greater than \$50,000 Exempt from Bid

Date: May 21, 2020

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
20-05-21-001	Plant Services	Drew Consulting	Environmental Consulting Services for Asbestos Abatement & Mold Remediation	\$ 750,000.00	Professional Service
20-05-21-002	All Departments & Schools	Multiple Vendors	Classroom & Office Furniture (Additional authority to complete 2019 Bond FF&E purchases)	\$ 1,075,000.00	Bid 20-03
20-05-21-003	Advanced Academics	University of Texas at Austin	Student tuition & training with University of Texas OnRamps Program. This program provides students the ability to earn college credit in a dual-credit setting.	\$ 131,000.00	Interlocal Agreement

Meeting Date: May 21, 2020 Consent Item

Subject: Non-Member Contract for Shared Services Arrangement for Educational Services from the

Arlington Regional Day School for the Deaf 2020-2021

Purpose:

The purpose of this consent item is to establish the cooperative Non-Member Contract for Educational Services from the Arlington Regional Day School for the Deaf between Arlington ISD and Waxahachie ISD for the 2020-2021 school year concerning services and reporting procedures for students with Auditory Impairments attending the Arlington ISD RDSPD.

Background:

Beginning 2010-2011, school districts across the state have been required to belong to a Regional Day School Program for the Deaf to serve qualifying auditory impaired students. The Arlington ISD multi-member arrangement includes Kennedale ISD, Mansfield ISD and Venus ISD.

Recommendation:

Administration recommends the Board of Trustees approve the Non-Member agreement of the Shared Services Arrangement with Waxahachie ISD in order to continue providing services to students with Auditory Impairments at the Regional Day School Program for the Deaf in Arlington ISD.

Submitted to:

Board of Trustees
Arlington Independent School District

Prepared by:

Submitted by:

Prepared by:

Steven Wurtz

Date:

May 1, 2020

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Non-Member Contract for Educational Services from the Arlington Regional Day School for the Deaf 2020-2021

This document represents the Agreement between the Arlington Independent School District ("AISD") and Waxahachie ISD for the 2020-2021 school year concerning services and reporting procedures for students with Auditory Impairments attending the Arlington Regional Day School Program for the Deaf ("Arlington RDSPD").

LEA members who elect to participate in this agreement agree that:

1. General Covenants and Principles

- 1.1 The purpose of this Agreement is to create a cooperative arrangement whereby AISD and Waxahachie ISD may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Arlington RDSPD, subject to Admission, Review and Dismissal (ARD) Committee recommendations for auditory impairment classroom placements.
 - 1.2 The SSA members and non-members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.
 - 1.3 The Arlington RDSPD's administrative offices will be located in Arlington, Texas.
 - 1.4 The Arlington RDSPD will operate under the AISD school calendar and under the policies and procedures of AISD.
- 1.5 The Arlington RDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Improvement Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Chapter 29 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the *Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG)* and the Arlington ISD RDSPD operating guidelines. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., 34 CFR Part 300, Chapter 30 of the Texas Education Code, and 19 TAC § 89.1001 et seq.

Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal Committee.

- 1.6 Should a Local Education Agency (LEA) seek to become a member district of the Arlington ISD RDSPD SSA, a written request must be provided to the Arlington ISD RDSPD SSA designee for Management Board consideration 30 days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any reconfiguration is subject to approval by each member district's Board of Trustees.
- 1.7 Students from districts other than those SSA members who are parties to this Agreement may be considered for services upon written request to the AISD special education director. A contract for services will be negotiated between the Arlington RDSPD and non-member district. Non-member districts or other non-member entities (e.g., charter schools) will be responsible for all costs under a separate agreement with the RDSPD if the RDSPD agrees to provide such services.
- 1.8 The Arlington ISD and Waxahachie ISD agree to cooperatively operate their special education programs under the authority of Texas Government Code, Section 791.001 et seq. and the terms of this Agreement for the purpose of providing efficient delivery of legally required special education and related services to eligible students having hearing impairments.
- 1.9 For students whose ARDC determines that placement at a centralized RDSPD campus is needed in order to receive a free appropriate public education (FAPE), the Arlington RDSPD will provide a continuum of placement options from mainstream to homebound, communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication, communication facilitators or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The Arlington RDSPD will also provide Assistive Listening Devices, Speech therapy, Audiology and Interpreting as Related Services as required by the students' IEP, and individual re-evaluations as determined by the ARDC.
- 1.10 The Arlington RDSPD, through the AISD Board, may purchase goods and services necessary to administer and operate the RDSPD.

2. Fiscal Agent

- 2.1 AISD, an accredited Texas public school district, shall serve as the Fiscal Agent for the Arlington RDSPD.
- 2.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Arlington RDSPD. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Arlington RDSPD policies.

- 2.3 The Fiscal Agent will account for salaries and expenses of Arlington RDSPD personnel, Arlington RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Arlington RDSPD personnel who are its employees.
- 2.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Arlington RDSPD policy including PEIMS and other student data reports. RDSPD will assume responsibility for reporting eligible students and will be accountable for results related to federal and state accountability measures including FAPE and AYP.
- 2.5 The Fiscal Agent may negotiate contracts with outside services providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require each service provider to comply with federal and state laws as referenced in Paragraph 1.5 of this Agreement.
- 2.6 RDSPD SSA Member and participating Non-Member districts shall follow PEIMS enrollment guidance and accounting practices as outlined in the Texas Accounting Handbook regarding Shared Services Arrangements in section 4.11. The Fiscal Agent, SSA members and participating non-members must provide a PEIMS 011 record. Waxahachie ISD may report participation in more than one RDSPD SSA. Waxahachie ISD must indicate the fiscal agent county district number in the E0777 data element on the PEIMS 011 record.

3. Management

- 3.1 The special education director or designee of the Fiscal Agent shall report the annual status of the Arlington RDSPD to the special education director of each respective member and participating non-member.
- 3.2 All assets purchased with Arlington RDSPD funds are for the express use of the students attending such Day School Program and will be managed by AISD as Fiscal Agent for the Arlington RDSPD; however, title to such property shall be vested in AISD. Repairs to any property or equipment shall be paid from Arlington RDSPD funds. If any property becomes unusable or surplus, then AISD may dispose of such property and the proceeds thereof, if any, shall be returned to Arlington RDSPD.

4. Personnel

4.1 The chief administrator of the Arlington RDSPD will be the AISD special education director or designee. The AISD special education director or designee shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding operation of the RDSPD instructional program, including but not limited to, RDSPD centralized locations, RDSPD personnel_assignments, related services and professional development, and approved budgeted expenditures consistent with the

Fiscal Agent's policy, are within the authority of the AISD special education director.

- 4.2 The Fiscal Agent shall maintain public records for purposes of the Texas Public Information Act and the Local Government Records Act.
- 4.3 Any hearing on RDSPD personnel, including employee grievances, terminations, or non-renewals is the responsibility of and will be held in accordance with the policies of AISD with whom the employee has a contractual relationship.
- 4.4 Arlington RDSPD personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any Arlington RDSPD operating guidelines and procedures and salary schedule.
- 4.5 The Arlington RDSPD ensures all individuals providing services contemplated under this Agreement and the RDSPD program must be appropriately certified or licensed to perform the applicable service.

5. Participating Non-Members General Obligations

- 5.1 Participating non-members agree that any funds assessed under Arlington RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a written statement from the Fiscal Agent.
- 5.2 Each participating non-member will be liable for any cost associated with its residentially-placed students.
- 5.3 Each participating non-member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Arlington RDSPD operations.
- 5.4 Participating non-members are ultimately responsible for the education of all students with auditory impairments within their district boundaries, whether the child is served in the local program, Arlington RDSPD, or other placements. Any services provided, under any of these arrangements, are subject to an ARD committee decision.
- 5.5 Participating non-member is responsible for the employment and payment of personnel serving students who have auditory impairments in their respective districts who do not reside in the Arlington ISD or attend the RDSPD. Upon written request, the Arlington ISD RDSPD SSA will provide Audiological, Parent Advisory and / or Itinerant services according to the fee schedule.
- 5.6 If an ARD committee determines that an RDSPD student receiving services at an AISD site requires, for example, a one-on-one paraprofessional (or additional staff), additional specialized equipment, or related services, the referring SSA member district shall be liable for all costs associated with such staff, equipment, or services and shall reimburse the Fiscal Agent in full for all such costs. These individual excess direct student costs, incurred based upon an ARD committee's decision, will be billed monthly to the individual member district and includes, but is not limited to, interpreter services for extracurricular activities and school-

sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends or holidays. Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the member district as an individual excess direct student cost, e.g., interpreter services and any other RDSPD services provided to a non-member district's student who is assigned to one of AISD's DAEP schools or who is expelled and attends JJAEP under AISD's Memorandum of Understanding with Tarrant County JJAEP. Any services that must be provided at a location other than an Arlington ISD RDSPD regular campus will also be billed individually to the member district as an individual excess direct student cost, e.g., a homebound student. Non-members shall reimburse AISD within sixty (60) days of receipt of billing.

6. Fiscal Practices

- 6.1 Payment will be determined in the following manner:
 - (a) The Fiscal Agent will estimate the shortage of funds between actual costs for Arlington RDSPD and those expenses paid by federal or state funds on an annual basis.

In addition to federal and state funds generated by regulation, the Fiscal Agent will receive a prorated contribution from SSA members to offset shortfalls in program funds for operating the Arlington RDSPD in accordance with student IEPs. The rate determined by dividing the difference between the amount of the program costs and the amount received in federal and state deaf funds by the number of students in the Arlington RDSPD.

Arlington RDSPD will invoice participating districts once in the Fall and once in the Spring of each year. The Fall Invoice will be based on the RDSPD student count on the PEIMS snapshot date in October of the current school year. The student count for the spring billing will be based on the number of students served on the first Friday of March of the current school year. Students who are under age three or who are served itinerantly one or more times per week in the member district will be counted as one-half full-time equivalent students.

Arlington RDSPD will invoice participating districts for audiological services after services are rendered. Audiological service fees will be provided to each SSA member no later than June 1 of each year.

- (b) The determination of excess costs for each school year in which this Agreement remains in effect shall be furnished by the Fiscal Agent to each SSA member no later than June 1 of each year.
- 6.2 The annual Arlington RDSPD budget shall be prepared by the Fiscal Agent's director of special education for approval by the Fiscal Agent's board of trustees. The Fiscal Agent shall be responsible for all required federal and state reporting related to Arlington RDSPD activities.

6.3 There will be an audit of Arlington RDSPD financial matters each year by the firm who annually audits the accounts of the Fiscal Agent. The responsibility (scheduling and financial obligations) for this audit will reside with the Fiscal Agent.

7. Risk of Loss

- 7.1 Except as otherwise provided in this Agreement, each participating non-member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal and/or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees, and settlement costs.
- 7.2 Legal fees, expenses, and other costs incurred due to complaints, grievances or litigation by parents and/or students participating in the Arlington RDSPD will be assumed by the participating non-member district in which the student resides. Participating non-members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses, and other costs regarding a student, the participating non-member district in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, any and all costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the Fiscal Agent, or any other liability of any kind assessed against the Fiscal Agent.
- 7.3 Uncontrollable costs that impact the Fiscal Agent will be shared on a pro-rata basis by the participating non-member districts according to the percentage of contribution established in operation of funds, e.g., if employees of the RDSPD cause an increase in worker's compensation or unemployment compensation, the Management Board may consider assessing a prorated portion of the excess costs from each SSA member and participating non-member district consistent with other shared expenses.
- 7.4 Each SSA member and participating non-member district will insure it's owned or leased vehicles used in the transportation of students with disabilities within the statutory maximum limits of school district liability for motor vehicle accidents.

8. Transportation

8.1 Transportation for eligible students to the Arlington RDSPD will be provided by the SSA member and participating non-member district in which the student is a resident, private transportation provided by parents or their agents, or by contracted transportation in accordance with the law. Contracted transportation will be provided/paid for by the SSA member and participating non-member district in which the student is a resident.

9. Legal Responsibilities

9.1 SSA member and participating non-member districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts.

- 9.2 SSA member and participating non-member districts are responsible for legal costs, court costs and attorneys' fees, resulting from complaints, grievances, administrative proceedings, administrative hearings, and litigation directly involving students who reside in their respective districts. SSA member and participating non-member districts have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA members and participating non-member districts, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters
- 9.3 Each SSA member and participating non-member districts shall be responsible for legal fees, costs, and expenses incurred due to complaints, grievances, or litigation arising from an employee with whom such district has a contract (e.g., teacher) or with whom such district has an employment relationship (e.g., paraprofessional). Participating districts have the right to select their own legal counsel for handling of such complaints, grievances, and/or litigation, and the participating districts, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.
 - 9.4 The legal responsibilities stated herein shall survive the expiration of this Agreement.
- 9.5 The RDSPD's ability to serve the SSA members' and participating non-members' students will require the sharing of records. For this reason, the participating districts designate the RDSPD as a "school official" with a legitimate educational interest in the educational records of students assigned to the RDSPD. Similarly, RDSPD designates the participating districts as "school officials" with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the participating districts and the RDSPD will be maintained in accordance with the Family Education Rights and Privacy Act and will only be disclosed and/or discussed with school officials who have a legitimate educational interest in the records.

10. The Agreement

- 10.1 This Agreement will be approved annually by the participating independent school districts' Special Education Director or designee.
- 10.2 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
 - 10.3 This Agreement is governed by the laws of the State of Texas.
- 10.4 If any provision of this Agreement becomes or is held to be invalid or unenforceable, the invalid or unenforceable provision will not invalidate the remaining provisions. The parties agree that all remaining provisions of this Agreement will remain in effect.
- 10.5 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor to that statute or regulation.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Patty Bustamante, Executive Director of Support Services	Date	
Program Contact: Melodie Hrabak		
Coordinator Regional Day School Program for the Deaf		
Address: Enterprise Centre, 690 E. Lamar Blvd., Suite 200		
Arlington, TX 76011		
Phone/Email: 682.867.0804 mhrabak@aisd.net		
President, Arlington ISD Board of Trustees	Date	
Audrey Thomas, Director of Special Populations	Date	
Program Contact: Audrey Thomas		
Director of Special Populations		
Address: 1000 US Hwy.77 North		
Waxahachie, Texas 75165		
Phone/Email: (972) 923-4638 athomas@wisd.org		
President Wayahachie ISD Roard of Trustees	Date	

Meeting Date:	May 21, 2020	Discussion Item
Subject:	2020-2021 Board of Trustees Meeting Calendar	

Purpose:

The purpose is to discuss a meeting schedule for the 2020-2021 school year.

Background:

Traditionally in June, the Board adopts a meeting calendar for the upcoming year. This discussion will give Board members, staff and the community advance notice of when the Board will consider school district business.

Due to the instructional calendar December, January and March only have one meeting.

The Board has the authority to change a scheduled meeting or call additional meetings at any time, as deemed necessary.

		$\Lambda \Lambda$
Submitted to:	Submitted by:	\mathcal{M}/\mathcal{U}
Board of Trustees		
Arlington Independent School District	Prepared by:	Dr. Marcelo Cavazos
	Date:	May 12, 2020



MEMORANDUM

TO: Board of Trustees

FROM: Dr. Marcelo Cavazos

Superintendent

DATE: May 15, 2020

SUBJECT: 2020 – 2021 Board of Trustee Meeting Calendar

The proposed 2020-2021 Board of Trustee meeting dates for your consideration are as follows:

Month	Date
July 2020	None
August 2020	6 th , 20 th
September 2020	3 rd , 17 th
October 2020	8 th , 22 nd
November 2020	5 th , 19 th
December 2020	10 th
January 2021	14 th
February 2021	4 th , 18 th
March 2021	11 th
April 2021	8 th , 22 nd
May 2021	6 th , 20 th
June 2021	3 rd
	*10 th , if necessary
	^15 th
	^*22 nd , if necessary

 $^{^{\}wedge}$ June 15th, and June 22nd are Tuesdays.

The Board has the option to change the above calendar or call a meeting at any time during the year, as needed.

^{*}Only if needed.