

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BY VIDEOCONFERENCE OR TELEPHONE
Thursday, November 5, 2020
5:00 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. All or some trustees and limited staff may be together while maintaining proper social distancing at Room 301 A in the Mac Bernd Professional Development Center, 1111 West Arbrook Boulevard, Arlington, Texas 76015. Due to the ongoing safety concerns, all open meeting proceedings will be live broadcast but members of the public will be limited in the Mac Bernd Professional Development Center pursuant to state guidelines and regulations, and all persons will be required to comply with state and district guidelines and regulations.

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 **lbenjami@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.*

CALL TO ORDER: 5:00 p.m., PDC Room 301 A/Zoom

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).

1. Superintendent Evaluation
2. Goal Setting
3. Resolution and Texas Association of Realtors Commercial Contract – Improved Property for the Acquisition of Real Property with Improvements Described as an Approximate 1.73 Acre Improved Tract of Land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, Locally Known as 1500 S. Cooper Street, Arlington, Texas
4. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 30-November 5, 2020
5. Administrative Appointments/Personnel Ratification

RECONVENE INTO OPEN SESSION: *Upon Conclusion of Closed Meeting*

OPENING CEREMONY:

PROGRAM AND/OR PRESENTATION:

This time has been designated for the purpose of allowing programs and/or presentations relating to matters such as curricular, extracurricular, co- curricular and PTA type activities.

- A. Student of the Month

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 Approval to Hold Open Forums for East Arlington Boundary Master Plan Impacting Berry, Crow, Johns, Rankin and Thornton Elementary Schools and Closing Roark and Knox Elementary Schools (pg. 7)
- B. Consider Approving a Resolution and Texas Association of Realtors Commercial Contract – Improved Property for the Acquisition of Real Property with Improvements Described as an Approximate 1.73 Acre Improved Tract of Land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, Locally Known as 1500 S. Cooper Street, Arlington, Texas (pg. 8)

DISCUSSION / ACTION:

- A. Consider the Schematic Design for the Michael Glaspie Field Additions and Renovations Project (pg. 29)
- B. Reopening Schools 2020-2021 Plan Update and Any Motions Therewith
- C. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 30-November 5, 2020

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 Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 31)
- B. Consider Donations (pg. 34)
- C. Consider Bids (pg. 35)
 - 21-06c Academic Educational Consultants and Professional Development Services
 - 21-09 RFP for Video Surveillance Equipment & Services
 - 21-15 RFP for Playground Foundations Project
 - 21-16 RFP for Playground Equipment & Canopies Project
- D. Consider Purchases Greater Than \$50,000 Exempt from Bid (pg. 52)
 - 21-11-05-001 Communications Marketing & Services
 - 21-11-05-002 Grounds Maintenance Equipment, Irrigation Parts, Supplies & Installations
 - 21-11-05-003 River Legacy – Field Trips
- E. Consider Budget Changes (pg. 54)
- F. Consider Minutes of Previous Meetings - October, 2020 (pg. 56)
- G. Consider Monthly Financial Report for Period Ending September 30, 2020 (pg. 68)
- H. Consider Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers (pg. 78)
- I. Consider Class Size Waivers (pg. 80)

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:

- A. the open meeting covered by this notice upon the reconvening of this public meeting, or
- B. 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 2nd day of November, 2020 at 5:00 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

Arlington Independent School District Board of Trustees Communication

Meeting Date:	November 5, 2020	Action Item
Subject:	Consider Approval to Hold Open Forums for East Arlington Boundary Master Plan impacting Berry, Crow, Johns, Rankin and Thornton Elementary Schools and Closing Roark and Knox Elementary Schools	

Purpose:

The purpose is to present a draft boundary for the impacted schools as reviewed by the committee. Administration seeks approval from the Board of Trustees to hold community forums to share the draft boundary with the impacted communities and gather feedback.

Background:

A boundary committee was created to draft boundaries for the students/families impacted by the closure of Knox and Roark Elementary Schools. The boundary committee is comprised of parents, school administration from the impacted schools, district administration and support from Templeton Demographics. The committee has met two times to draft and review potential boundaries for the impacted schools.

Recommendation:

Administration recommends the Board approve holding open community forums to provide the impacted communities with information on the draft boundaries and to gather community feedback on the recommended boundary change.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Michael Hill Date: October 30, 2020
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Arlington Independent School District Board of Trustees Communication

Meeting Date: November 5, 2020	Action Item
Subject: Consider approving a resolution and Texas Association of Realtors Commercial Contract – Improved Property for the acquisition of real property with improvements described as an approximate 1.73 Acre improved tract of land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant county, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas	

Purpose:

To provide the Board of Trustees the opportunity to consider approving a resolution and Texas Association of Realtors Commercial Contract – Improved Property for the acquisition of real property with improvements described as an approximate 1.73 acre tract of land on lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant county, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas.

Background:


Arlington ISD has identified a need to acquire real property in central Arlington for the future construction of District facilities.

A developed property approximately 1.73 acres with approximately 1,296 sq. ft. retail/convenience store/gas station with free standing car wash located adjacent to Arlington High School at 1500 S. Cooper Street. Arlington ISD and the property owner have agreed to initial terms for the transaction. Upon execution of the Commercial Contract – Improved Property by both parties, AISD will have sixty (60) days to complete feasibility research on the property. Feasibility work includes a property survey, inspection, and review of other records on the property. The District is required to deposit \$50,000 as earnest money with the title company within 3 days of approval and effective date of the contract agreement. The District will schedule Closing within 30 days of the end of the feasibility period. The District may terminate the agreement for any reason within the sixty-day feasibility period, with written notice to the seller, if it determines it is not feasible to own the property.

Funds are included in the 2019 Bond Program for the purchase of the property described herein.

Recommendation:

The administration recommends that the Board approve a resolution and Texas Association of Realtors Commercial Contract – Improved Property for the acquisition of real property with improvements described as an approximate 1.73 Acre improved tract of land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant county, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Wm. Kelly Horn</p> <p>Date: October 23, 2020</p>
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RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

Date: November 5, 2020

Purchaser: Arlington Independent School District, a political subdivision of the State of Texas, by and through Kecia Mays President of the Board of Trustees of Arlington Independent School District
1203 W. Pioneer Pkwy
Arlington, TX 76013

Seller: EPP Divestment RE, LLC
8350 N. Central Expressway, Ste M2185
Dallas, TX 75206-1617

Property: a tract of land including improvements, described as: Lots 31A and 31B, John Stephens Addition to the City of Arlington, Tarrant County, Texas, locally known as 1500 S. Cooper St., Arlington, Texas.

WHEREAS, the Board of Trustees of Arlington ISD determines that it is advisable to purchase the Property and desires to purchase the estate of said Property; and

WHEREAS, Purchaser is authorized to acquire the estate of said Property in the name of the District under Section 11.151(a) of the Texas Education Code, which provides that “The trustees of an independent school district constitute a body corporate and in the name of the district may acquire and hold real and personal property”; and

WHEREAS, Purchaser is making this resolution for the purposes of authorizing the purchase of the estate of said Property,


NOW, THEREFORE, be it

RESOLVED, that Arlington ISD authorizes the purchase of the Property, in accordance with Section 11.151(a) of the Texas Education Code and Arlington ISD Board Policy CHG (LEGAL), and directs the Superintendent to take all necessary steps to acquire the estate of said Property in accordance with same; and be it further,

RESOLVED, that the Arlington ISD authorizes the Superintendent to negotiate a contract for the purchase of the Property with the Seller, subject to Board approval of the final terms of the contract; and be it further;

RESOLVED, that the undersigned President of the Board of Trustees of Arlington ISD is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the purchase of the Property.

APPROVED by Arlington ISD Board of Trustees at a meeting held on November 5, 2020 in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding purchase of real estate, by a vote of ____ to ____.

By: _____ 
Kecia Mays, President

ATTEST:

by _____
Secretary of the Board



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract

are: Seller: [Redacted] EPP Divestment RE LLC

Address: 8350 N Central Expressway, Ste M2185, Dallas, TX 75206-1617

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: Arlington Independent School District

Address: 1203 W Pioneer Parkway, Arlington, TX 76013

Phone: _____ E-mail: _____

Fax: _____ Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Tarrant County, Texas at 1500 S Cooper Street, Arlington, Texas (address)

and that is legally described on the attached Exhibit _____ or as follows: an approximate 1,296 SF retail/convenience store/gas station with free standing car wash on an approximate 1.73 acre tract of land on Lot 31A and 31B of the John Stephens Addition.

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 1,850,000.00

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) \$ 1,850,000.00

(TXR-1801) 4-1-18 Initialed for Identification by Seller [Signature] and Buyer _____

Commercial Contract - Improved Property concerning _____

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$50,000.00 as earnest money with Lawyers Title - martha.cunningham@lticao.com - 817-461-4494 ext 104 (title company) at 1400 W Abram St., Arlington, TX 76013 (address) MARTHA CUNNINGHAM (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. **TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. Title Policy:
 - (1) Seller, at Buyer's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions, to the extent available.
Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 21 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

or which do not materially interfere with the intended use of the Property

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

within 30 days after

A. Present Condition: Buyer accepts Property in its present condition except that Seller, at Seller's expense, will complete the following ~~before~~ closing: remove all Underground Storage Tanks (USTs), underground lines associated with the USTs, dispensers, branding and price sign from Continued... See Addendum Property Conditions 1.

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 30 days by depositing additional earnest money in the amount of \$ 5,000.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer, provided, in no event shall Buyer be permitted to perform any invasive testing.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors, and any such inspectors shall name Seller as additional insured on its insurance and provide Seller with a Certificate of Insurance prior to entering the Property;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from

Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

Seller will be allowed to make an internal assignment of this contract or to GPM RE, LLC, at Seller's sole discretion, provided that such a transfer does not impact this transaction.

8. LEASES:

- A. ~~Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~
- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
 - ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
 - ~~(3) any non-occupancy of the leased premises by a tenant;~~
 - ~~(4) any advance sums paid by a tenant under any lease;~~
 - ~~(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~
 - ~~(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~
- B. ~~Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Peyco Southwest Realty Inc.

Agent: Jordan Foster

Address: 1703 N Peyco Drive
Arlington, Texas 76001

Phone & Fax: (817)467-6803

E-mail: jfoster@peycosouthwest.com

License No.: 0480436

Cooperating Broker: _____

Agent: _____

Address: _____

Phone & Fax: _____

E-mail: _____

License No.: _____

- Principal Broker: (Check only one box)
- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

- B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)
- (1) ~~Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.~~
- (2) ~~At the closing of this sale, Seller will pay:~~

Principal Broker a total cash fee of:
 _____ % of the sales price.

Cooperating Broker a total cash fee of:
 _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 30 days after the expiration of the feasibility period.

_____ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) ~~an assignment of all leases to or on the Property;~~
- (4) ~~to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:~~
 - (a) ~~licenses and permits;~~
 - (b) ~~service, utility, maintenance, management, and other contracts; and~~
 - (c) ~~warranties and guaranties;~~
- (5) ~~a rent roll current on the day of the closing certified by Seller as true and correct;~~
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:

(1) pay the sales price in good funds acceptable to the title company;

- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- ~~(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;~~
- ~~(4) sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

-AISD is subject to the Texas Public Information Act, and any documents related to this agreement may become the target of a public information request. Any documents that are confidential to the Seller, can be marked as confidential when tendered to the Buyer. If there is a public information act request to AISD, AISD will inform Seller of the request and allow Seller to argue to the Attorney General why it believes the documents should not be released.

**-AISD is a tax exempt government entity and it cannot be liable for any taxes on the property
-See Special Provisions Addendum attached for additional Special Provisions.**

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract;
- (7) title, surveys and zoning

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

(TXR-1801) 4-1-18

Initialed for Identification by Seller  and Buyer _____

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- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

~~B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.~~

~~C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.~~

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
 enforce specific performance, or seek such other relief as may be provided by law.
(Check if applicable)
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, ~~Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:~~
 - (1) ~~_____~~
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

- (3) any environmental hazards or conditions that materially affect the Property (subject to th Addendum attached hereto);
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, ~~or sent by facsimile transmission~~ to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
 - (3) Commercial Contract Financing Addendum (TXR-1931);
 - (4) Commercial Property Condition Statement (TXR-1408);
 - (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
 - (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - (8) Addendum for Coastal Area Property (TXR-1915);
 - (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - (10) Information About Brokerage Services (TXR-2501); and
 - (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - (12) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract. Seller can assign this contract only to Seller's affiliate or to GPM RE, LLC, provided that the assignment of the contract does not impact the transaction.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: _____
EPP Divestment RE LLC
By: Empire Petroleum Partners, LLC, it Sole Member

Buyer: Arlington Independent School District

By: _____
By (signature): _____
Printed Name: MARK L BOURCHIS
Title: CEO

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney: Carol Simpson

Eichelbaum Wardell Hansen Powel & Munoz

Address: 5801 Tennyson Pkwy Ste 360

Plano TX 75024-6143

Phone & Fax: (972)377-7900

E-mail: cs@edlaw.com or csimpson@edlaw.com

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

ADDENDUM

PROPERTY: 1500 S Cooper St, Arlington, TX 76013-3937

1) Property Conditions

~~the property from the site.~~ Buyer will be responsible for the remainder of the structures on site. Buyer agrees to reimburse Seller for Seller's costs to remove the underground storage tanks, underground lines, dispensers, branding and price sign from the property; provided, Buyer's reimbursement shall not exceed \$50,000.

Lined area for additional text or conditions.

Date: 10.20.20
EPP Divestment RE LLC
By: Empire Petroleum Partners LLC its Sole Member

[Handwritten Signature] (CF)

Signature

Date:

Signature

Date:

Signature

Date:

Signature

Addendum



COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

1500 S Cooper St, Arlington, TX 76013-3937

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: At closing, Seller will represent and warrant to the best of Seller's actual knowledge, that the property is in compliance in all material respects with all applicable laws governing hazardous material, pollutants, or contaminants, and all underground fuel tanks or storage tanks shall be removed from the Property in compliance with such laws. As used herein, the term "hazardous material" or "hazardous substances shall mean any substance, material, waste, pollutant, irritant, or contaminant defined, listed, or referred to in any Environmental Law as being either hazardous or toxic, including without limitation, petroleum, petroleum byproducts or derivatives, asbestos, poly-chlorinated biphenyls; including without limitation, soil and groundwater contaminated thereby. Seller will agree to remove the following within 30-days after closing (subject to permitting): underground storage tanks, associated lines, dispensers, branding and price sign. As part of the removal of the USTs and lines, Seller agrees to perform any environmental remediation required by the TCEQ until such time a No Further Action letter or similar closure letter is received from the TCEQ or applicable governmental authority. If Seller cannot remove the tanks and remediate any contamination to the satisfaction of TECQ within 30 days because of permitting or other delays, the 30 day limit will be extended until such removal and remediation are complete. Buyer acknowledges and agrees that Buyer may be asked to place reasonable activity and use limitations on the Property, including, if required, prohibiting the use of groundwater under the Property for potable purposes and/or restricting the use of the Property to non-residential purposes. In the event such restrictive covenants are requested to be placed on the Property or that Buyer execute any documentation in order to reduce a risk rating or obtain a "no further action" letter or closure of a release, Buyer shall execute Continued... See Addendum Special Provisions 1

Seller: [Redacted]
EPP Divestment RE LL
By: Empire Petroleum Partners, LLC, its Sole Member

Buyer: Arlington Independent School District

By: _____

By: _____

By (signature): [Signature]
Printed Name: MICHAEL BOURCHES
Title: CEO

By (signature): [Signature]
Printed Name: _____
Title: _____

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: _____
Title: _____

ADDENDUM

PROPERTY: 1500 S Cooper St, Arlington, TX 76013-3937

1) Special Provisions

such restrictive covenants and documentation required by such requesting state regulator (e.g., TCEQ).

Seller Agrees to escrow with Title Company \$50,000 of Buyer's proceeds at closing, and Title Company will hold this amount in escrow until Seller fulfills the Seller's post closing obligations above.

This paragraph shall survive closing.

Buyer and Seller acknowledge that Buyer has delivered to Seller a copy of the "Landowner Bill of Rights" for review per Buyer's requirement to provide to Seller.

Buyer acknowledges that the property is currently a gas station and convenience store with underground storage tanks, so petroleum products have been stored on the property but, to Seller's actual knowledge, Seller is in compliance with all applicable laws in all material respects.

Date: 10.20.20
EPP Divestment RE LLC

by: Empire Petroleum Partners, LLC, its Sole Member

Signature

[Handwritten Signature] CFO

Date: _____

Signature

CS

Date: _____

Date: _____

Signature

Signature

Addendum

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Arlington Independent School District Board of Trustees Communication

Meeting Date: November 5, 2020

Discussion/Action Item


Subject: Consider the Schematic Design for the Michael Gaspie Field Additions and Renovations Project

Purpose: To consider the Schematic Design for the 2019 Bond Program, Phase I, Bid Package 10, Project 2, Michael Gaspie Field Additions and Renovations project

Background: Additions and renovations for Michael Gaspie Field on the Martin High School campus were approved as part of the 2019 Bond Program. The Arlington ISD community will realize an updated and improved athletic stadium facility that incorporates a larger and more functional press box, locker rooms, restrooms, concessions, storage rooms, and bleacher additions to meet the needs of all students, staff and guests. The venue will include more efficient site circulation for event arrival and departure. It will include state of the art LED lighting, sound, and video to enhance event productions. VLK Architects was approved to provide architectural services for the project. VLK developed the schematic design for Michael Gaspie Field using the District's established educational program and a series of design meetings held virtually with central administration, campus administration, staff from Martin and Seguin High Schools, athletic coordinators from all six Arlington ISD high schools, Athletic Department leadership, Fine Arts Department leadership and the District's Facilities Planning and Construction team.

VLK Architects will present the Schematic Design for Board review and approval. With this approval, the Michael Gaspie Field Additions and Renovations project will begin development of design documents and seek permitting for construction to begin in the fall of 2021 and target substantial completion in the fall 2022.

Recommendation: The Administration recommends approval of the schematic design for the Michael Gaspie Field Additions and Renovations project as presented by VLK Architects.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Wm. Kelly Horn</p> <p>Date: October 27, 2020</p>
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New Employees Hired October 8, 2020 - November 4, 2020.

Last Name	First Name	Location/Organization	Position	Start Date	Level
VAUGHN	LATASHA	SPED	COUNSELOR	11/9/2020	ADMIN
DIXON	JACQUELINE	JONES	2ND ESL	9/30/2020	ELEM
PEARSON	BLANCA	BURGIN	2ND ESL	10/13/2020	ELEM
ABBEY	NAA-ANORKOR	CROUCH	4TH ESL	10/20/2020	ELEM
MCBETH	TERRY	PEACH	6TH ESL	10/5/2020	ELEM
DAVIS	KAYLA	SOUTH DAVIS	NURSE	10/5/2020	ELEM
HERNANDEZ	ABRAHAM	WIMBISH	SPANISH	9/30/2020	ELEM
HAMPTON	JAMILLION	MORTON	SPED - ABLE	10/2/2020	ELEM
MITCHELL	AMANDA	BURGIN	SPED - ECSE	10/2/2020	ELEM
GOODMAN	BRIANNE	SAM HOUSTON	ATHLETIC TRAINER	10/15/2020	SEC
ARDOIN	CHRISTOPHER	MARTIN	ENGLISH FAMILY CONSUMER	10/20/2020	SEC
AKPAN	PATIENCE	WORKMAN	SCIENCE	10/22/2020	SEC
SMITH	KEISHA	TURNING POINT	MATH	11/2/2020	SEC
HALE	KATIE	MARTIN	NURSE	10/22/2020	SEC
BLYTHE	TRAVIS	MARTIN	SOCIAL STUDIES SOCIAL	10/5/2020	SEC
SMITH	AKII	SEGUIN	STUDIES/COACH	10/5/2020	SEC
SIGARAN	GRISELDA	SAM HOUSTON	SPANISH	10/5/2020	SEC
HALL	ROSALYN	ARLINGTON	SPED - INCLUSION	10/5/2020	SEC

Elementary Summary

Teacher/ESL	5
Teacher	2
Admin/Other	1
Total	8

Secondary Summary

Teacher/ESL	2
Teacher	6
Admin/Other	2
Total	10

Grand Total **18**

Separation of Service - Effective Between September 21 to October 20, 2020

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
EMPLOYEE INITIATED - CARING FOR FAMILY MEMBER(S) (4)	Masoum-Alizadeh	Azita	Peach Elementary	Classroom Assistant Elementary Pre-K	1	10/8/2020
	Clay	Deborah	Key Elementary	Custodian	15	9/25/2020
	Tapia	Erica	Barnett Junior High School	Attendance Clerk - Junior High	2	10/16/2020
	Garcia	Guadalupe	Berry Elementary	Classroom Assistant Elementary Bilingual Pre-K	0	10/2/2020
EMPLOYEE INITIATED - EMPLOYMENT OUTSIDE EDUCATION (7)	Mejia	Angelica	Ellis Elementary	Food Service Specialist	5	10/5/2020
	Atkins	Anna	JW Counts Administration Bldg.	Specialist - HR Customer Service/Employee Records	1	9/22/2020
	Roberto	Anneliese	Sam Houston High School	Athletic Trainer	5	10/15/2020
	Cates	Ashley	Goodman Elementary	STEM Lab Manager Elementary	0	9/30/2020
	Daniel	Carolyn	Workman Junior High School	Food Service Lead Person	1	10/5/2020
	Martin	Colette	Sherrod Elementary	ESL Elementary Teacher K-6	4	9/25/2020
EMPLOYEE INITIATED - EMPLOYMENT WITH ANOTHER DISTRICT (3)	Thomas	Amanda	Ousley Junior High School	Assistant Principal - Junior High	4	10/5/2020
	Opoku	Letitia	Williams Elementary	Classroom Assistant Elementary Special Ed - ECSE	2	10/1/2020
	LeGrand	Tiffany	Annex V (Enterprise Center)	Instructional Specialist - Mathematics	7	9/30/2020
EMPLOYEE INITIATED - MOVING OUT OF AREA (4)	Whited	Alcelyn	Martin High School	ESL English Teacher 9-12	3	10/9/2020
	Gull	Isabelle	Ashworth Elementary	Ashworth Elementary	1	10/8/2020
	Kerbel	Katherine	Corey Academy	Fine Arts Elementary Teacher - Drama	3	10/16/2020
	Valladares	Nora	Service Center	Custodian	15	10/9/2020
EMPLOYEE INITIATED - REASON NOT SPECIFIED (34)	Jackson	Amy	Swift Elementary	Classroom Assistant Elementary Pre-K	2	10/9/2020
	Collinsworth	Andrew	Johns Elementary	Custodian	3	9/25/2020
	Leffall	Antondra	Dunn Elementary	Family Engagement Liaison	2	10/16/2020
	Butler	Arlesia	JW Counts Administration Bldg.	Cafeteria Monitor Substitute	1	9/28/2020
	Newman	Ashley	Carter Junior High School	Classroom Assistant Junior High Special Ed - Inclusion	2	9/30/2020
	Uhiara	Ayslee	South Davis Elementary	Nurse	1	10/1/2020
	Garcia	Candy	Lamar High School	Attendance Clerk - High School	2	9/25/2020
	Jones	Cynthia	Lamar High School	Library Assistant High School	19	9/25/2020
	Ruby	Emma	JW Counts Administration Bldg.	Student Worker - Communications	3	10/16/2020
	Ramos	Erika	Williams Elementary	Classroom Assistant Elementary Special Ed - Inclusion	4	10/13/2020
	Sanchez	Erika	Anderson Elementary	Classroom Assistant Elementary Athletics/PE	0	10/19/2020
	Tran	Hong-Phuc	Burgin Elementary	Classroom Assistant Elementary Pre-K	20	9/30/2020
	Henderson	Jeromy	Hutcheson Junior High School	Security - Corporal	7	10/16/2020
	Williams	Kasandra	Sherrod Elementary	Cafeteria Monitor	2	10/15/2020
	Gunn	Kindra	Sequin High School	ESL English Teacher 9-12	1	9/24/2020
	Mize	Kristen	South Davis Elementary	ESL Elementary Teacher K-6	4	10/14/2020
	Voldan	Laura	Fitzgerald Elementary	Classroom Assistant Elementary Pre-K	0	10/23/2020
	Sanchez	Lushawn	Lamar High School	Campus Security Officer	4	10/16/2020
	Silva	Maria	Amos Elementary	Attendance Clerk - Elementary	1	9/21/2020
	Casio Lara	Marisol	Lamar High School	PEIMS Clerk - High School	3	10/2/2020
	Pistone	Mary	Hill Elementary	Classroom Assistant Elementary Kindergarten	23	10/9/2020
	Gerron	Michael	Network Operations Center	Interim Manager - Network Infrastructure Services	11	10/16/2020
	Ramos	Michelle	Transportation	Bus Driver	2	9/25/2020
	Callender	Nadrid	JW Counts Administration Bldg.	Secretary - Assistant Superintendent Human Resources	11	9/30/2020
	Skaggs	Rebecca	Webb Elementary	Family Engagement Liaison	15	10/9/2020
	Franklin	Richard	Service Center	Journeyman Electrician	3	10/16/2020
	Jean Mary	Sarah	Lamar High School	Math Teacher 9-12	0	9/25/2020
	Varela	Sonia	Roark Elementary	Classroom Assistant Elementary Special Ed - ABLE	2	9/22/2020
	Loera	Susan	Berry Elementary	Campus Instructional Coach - Elementary	4	9/30/2020
	Acevedo	Tatiana	Sherrod Elementary	Classroom Assistant Elementary Special Ed - ECSE	4	9/30/2020
	Brisco	Teresa	Transportation Annualized Hourly	Bus Driver - Annualized Hourly	3	10/14/2020
	Vu	Thao	Service Center	Custodian	0	9/30/2020
	Watson	Tina	Short Elementary	Cafeteria Monitor	6	9/24/2020
	Buczko	Mabel	Crow Leadership Academy	Secretary - Elementary	6	9/30/2020
Cernecka	Joyce	Annex V (Enterprise Center)	Part Time Adult Education and Literacy Teacher	1	9/24/2020	
EMPLOYEE INITIATED - REGULAR RETIREMENT (5)	Angad	Bhagmati	Barnett Junior High School	Food Service Specialist	19	10/6/2020
	Powell	Cynthia	JW Counts Administration Bldg.	Chief Financial Officer	27	9/30/2020
	Hampton	Janet	Larson Elementary	Title I School Support Dean - Elementary	1	9/22/2020
	Wood Middleton	Karen	Sam Houston High School	Student Support Interventionist - Behavior	12	9/30/2020
Bennett	M Elaine	Lamar High School	Special Education Alternate Curriculum Teacher 9-12	40	9/25/2020	
DISTRICT INITIATED - DECEASED (1)	Swinton	Annemarie	Venture School	Secretary - High School	21	9/10/2020
DISTRICT INITIATED - FAILURE TO REPORT TO WORK (4)	Darby	Brittney	Thornton Elementary	Cafeteria Monitor	2	10/20/2020
	Carter	Jasmine	Sam Houston High School	Custodian	0	10/1/2020
	Jones	Tavia	Transportation	Bus Driver	0	10/5/2020
	Granados	Teresa	Adams Elementary	Cafeteria Monitor	11	10/7/2020

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
EMPLOYEE INITIATED - MEDICAL REASON (5)	Nixon	Dennis	Transportation	Driver - Non-CDL	2	9/30/2020
	Kilmer-Lexa	Lisa	Martin High School	Classroom Assistant High School Special Ed - Inclusion	6	10/2/2020
	Evans	Maria	Foster Elementary	Food Service Specialist	13	9/25/2020
	White	Rhoda	Transportation	Bus Attendant	4	10/1/2020
	Stenberg	Vern	Transportation Annualized Hourly	Bus Driver - Annualized Hourly	10	10/11/2020
ASSIGNMENT ENDED (1)	Martinez	David	Service Center	Summer - Warehouse	2	9/26/2020
EMPLOYEE INITIATED - RESIGNED OTHER REASONING/ NON-RETURN/ UNHAPPY (3)	Ayi	John	Service Center	Security - Corporal	3	9/30/2020
	Briggs	Keith	Professional Development Center	Security - Corporal	17	10/8/2020
	Beecham	Marcy	Swift Elementary	Classroom Assistant Elementary Athletics/PE	2	9/29/2020
TOTAL SEPARATIONS (72)						



TO: Darla Moss
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: **November 5, 2020**

Arlington High School to accept cash donation from Madison Cox	\$	4,500.00
Arlington High School to accept cash donation from Andre Allen	\$	500.00
Arlington High School to accept cash donation from Carolyn Bearden	\$	500.00
Arlington High School to accept cash donation from S.M. McDermott	\$	1,000.00
Bowie High School to accept cash donation from Brandy Mason	\$	2,107.09
Bowie High School to accept cash donation from Campus Box Media LLC	\$	538.00
Bowie High School to accept cash donation from Bowie Basketball Booster Club	\$	2,445.00
Lamar High School to accept cash donation from LHS Volleyball Booster Club	\$	2,500.00
Lamar High School to accept cash donation from LHS Baseball Booster Club	\$	400.00
Lamar High School to accept cash donation from LHS Wrestling Booster Club	\$	1,002.00
Martin High School to accept cash donation from Tarrant County Insurance Agency Inc.	\$	1,000.00
Martin High School to accept cash donation from Rhino Group Glass LLC	\$	1,500.00
Martin High School to accept cash donation from DentalFlossophy PA	\$	500.00
Martin High School to accept cash donation from Jim Ross Law Group, PC	\$	2,500.00
Martin High School to accept cash donation from MHS Cheerleader Booster Club	\$	3,305.00
Martin High School to accept cash donation from Toyota Dealer Match Program	\$	10,000.00
Martin High School to accept cash donation from MHS Band Booster Club	\$	3,361.30
Moore Elementary to accept cash donation from Moore Elementary PTA	\$	<u>4,400.00</u>
Total	\$	42,058.39
Total year-to-date for 2020-2021 School Year		\$ 326,637.57
Prior year total as of November 7, 2019		\$ 299,296.70
Total for the prior 2019-2020 School Year		\$ 685,728.08

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: November 5, 2020	Consent Item
Subject: Bids	

Purpose:

To provide the Board of Trustees the opportunity to review the purchase of goods and services prior to final Board approval.

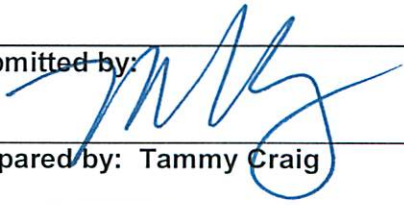
Background:

Bids presented on the consent agenda:

- 21-06c** Academic Educational Consultants and Professional Development Services
- 21-09** RFP for Video Surveillance Equipment & Services
- 21-15** RFP for Playground Foundations Project
- 21-16** RFP for Playground Equipment & Canopies Project

Recommendation:

The Administration recommends approval of the bids.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Tammy Craig
	Date: 10/26/2020



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

TO: Darla Moss
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: November 5, 2020

RE: **RFP 21-06c Academic Educational Consultants and Professional Development Services**

Request for Proposal **21-06c** is an annual contract for academic educational consultants and professional development services for all AISD departments and campuses. This is a qualifying bid that is open for the entire school year. As vendors are needed, responses will be accepted to the RFP online and the Purchasing Department will bring the new vendor(s) to the Board of Trustees for approval on a monthly basis. Prior to contracting for services, quotes will be obtained from the approved bidders as needed. Services provided under this RFP include educational consulting services, trainers, and professional development speakers. This contract has the option to extend for two additional one-year terms.

It is recommended that all vendors meeting specifications be approved.

cc: Alice Hamrick/Tony Drollinger
Executive Director of Finance

Arlington Independent School District
RFP 21-06c Academic Educational Consultants and Professional Development Services
Effective: November 6, 2020- June 30, 2021

VENDOR#	VENDOR	PHONE #	EMAIL ADDRESS	RESIDENT VENDOR (Texas, District)	HUB VENDOR	FREIGHT	TERMS	DISCOUNT FROM CATALOG, PRICE LIST, OR SHELF PRICE
NOT SET UP	Alpine Testing Solutions	(844) 625-7463	tracey.hembry@alpinetesting.com		NO	INCLUDED	NET 30	VARIES
10277268	Marilyn J Monteiro, Ph.D., P.C,	(214) 363-7004	communications@marilynmonteiro.com	Texas	NO	SHIPPING	NET 30	VARIES
10277837	One Source Staffing Corporation	(817) 716-5271	jane.booth@onesource.co	District	YES	INCLUDED	NET 30	VARIES
12443000	Specialized Assessment & Consulting	(346) 240-1000	contracts@specializedtx.com	Texas	NO	INCLUDED	NET 30	VARIES
10285043	The Booking Biz (Carmen Oliver)	(512) 657-5052	carmenoliver@thebookingbiz.com	Texas	NO	INCLUDED	NET 30	VARIES

Total Estimated Award: 375,000.00



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

TO: Darla Moss
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: November 5, 2020

RE: **RFP 21-09 Video Surveillance Equipment and Service**

Request for Proposal **21-09** is for video surveillance system installation at 10 locations that will upgrade and augment the existing video surveillance environment. Eleven proposals were received in response to the RFP. Attached is a recommendation letter from John Atchison, Director of Network Services, and the evaluation summary.

It is recommended that the contract be awarded per the recommendation.

cc: Alice Hamrick/Tony Drollinger
Executive Director of Finance



MEMORANDUM

TO: Tammy Craig, Director of Purchasing
FROM: John Atchison, Director of Network Services
DATE: October 8, 2020
SUBJECT: Competitive Sealed Proposal for Video Surveillance Project Installations

The District seeks to perform a project for video surveillance system installation at 10 locations, to upgrade and augment our existing video surveillance environment. This project consists of camera replacements, new camera installations, and server installation and configuration according to Arlington ISD’s District Security Standards document.

The district completed a request for pricing and Statements of Work (SOWs) and requested proposals from independent, certified Panasonic partners. Notification of the request for Competitive Sealed Proposals (CSP) was sent to security consultants and contractors. Notice of the request for CSP was also advertised in accordance with state law.

Proposals were received from 11 independent security and communications consultants:

- C and R Services (Rackley Services, LLC.)
- Cloud Ingenuity LLC.
- CMC Network Solutions
- Digital Air Control (DAC)-Inc.
- DG Investment Intermediate Holdings (Covergint)
- DIGI Security Systems
- Enterprise Security Solutions of Texas Inc.
- KLC Video Security
- Skyhawk Security, LLC.
- STS 360 (Sigma Surveillance Inc.)
- VTI Security Inc.

Competitive Sealed Proposals received from the proposers were evaluated based on criteria published in the CSP document:

- Price: 50%
- System Alignment & Compatibility: 20%
- Documented Experience with Panasonic: 10%
- Long Term Costs: 10%
- Stability of Company: 5%
- Experience with AISD: 5%

An evaluation committee consisting of the Director of Network Services, the Manager of Network Infrastructure and Security Services, and the Safety and Security Technician completed the evaluations. An interview committee consisting of the Director of Network Services, the Manager of Network Infrastructure and Security Services, and the Safety and Security Technician completed customer reference interviews. KLC Video Security ranked highest amongst all proposers with **90** points.

District staff have evaluated the proposal submitted by KLC Video Security, and have ensured that the proposed pricing and project scope fulfills the District's need to complete the project outlined by this RFP.

Pending approval of the CSP, work on this project will begin in November - December 2020.

Based on the evaluation process, the committee recommends the Competitive Sealed Proposal as submitted by KLC Video Security in the amount of \$706,075.70. This CSP will be funded through District bond funding.

Arlington Independent School District
RFP 21-09 Video Surveillance Equipment and Service

ALL OR NONE AWARD

Selection Criteria	Points
50% Criteria 1: Price	50
20% Criteria 2: System Alignment & Compatibility	20
Criteria 3: Documented experience installing 10% Panasonic security systems with references	10
10% Criteria 4: Long Term Costs	10
5% Criteria 5: Stability of Company	5
5% Criteria 6: Experience with AISD	5
	100

Awards will be based on the "best value to the District" in accordance with Texas Education Code, Section 44.031.

	C and R Services	Cloud Ingenuity	CMC Network Solutions	DAC-INC	DG Investment Intermediate Holdings 2 Inc	DIGI Security Systems	Enterprise Security Solutions of Texas	KLC Video Security	Skyhawk Security LLC	STS360	VTI Security Inc.
Vendor Name:											
Vendor Number:	NOT SET UP	10283370	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP	NOT SET UP
HUB Vendor:	NO	YES	NO	NO	NO	YES	NO	NO	NO	YES	NO
District/Texas Vendor:	Texas	Texas	Texas	District	Texas	Texas	Texas	Texas	Texas	Texas	District
Criteria 1 Total Points	50	0	42	29	27	40.5	40	46.5	25.5	28	49
Criteria 2 Total Points	5	5	20	20	20	5	20	20	5	20	5
Criteria 3 Total Points	10	6	6	6	7	9	10	9	9	10	4
Criteria 4 Total Points	10	0	9	9	10	10	9	10	9	10	9
Criteria 5 Total Points	5	0	5	5	5	5	5	5	0	5	5
Criteria 6 Total Points	1.08	0.00	0.00	2.00	3.00	0.00	0.00	0.00	0.00	5.00	0.00
TOTAL POINTS	81	11	82	71	72	69	84	90	49	78	72

Awarded Vendor

ESTIMATE TOTAL: \$710,000.00



TO: Darla Moss
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: November 5, 2020

RE: **RFP 21-15 Playground Foundations Project**

Request for Proposal (RFP) **21-15** is for the construction services of the Playground foundations for elementary schools with the 2019 bond package. Five proposals were received in response to the RFP. Attached is a recommendation letter from William Kelly Horn, Executive Director of Plant Services, a letter from Glenn Engineering and the evaluation summary.

It is recommended that the contract be awarded per the recommendation.

cc: Alice Hamrick/Tony Drollinger
Executive Director of Finance



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Executive Director of Plant Service
DATE: October 23, 2020
SUBJECT: Competitive Sealed Proposal for the 2019 Bond Program, Phase 1, Bid Package 11, Project 1 Playground Renovation and Improvements – Foundations and Earthwork Project

The District approved renovation and improvements for District-wide elementary school playgrounds as a part of the 2019 Bond program. Additionally, the Board of Trustees approved Glenn Engineering (Glenn) as the design professional and approved Competitive Sealed Proposal (RFP) as the method of construction procurement for the project.

The 2019 Bond Program Phase I Playground Renovation and Improvements Package included a total budget of \$6,150,000. The project was broken down into two smaller projects – Project 1 is a Foundations and Earthwork project and Project 2 is an Equipment and Canopies project. Project 1 had an estimated construction budget of \$2,752,300. Project 2 had an estimated construction budget of \$3,397,700. The Phase I package was established to address the following seventeen campuses:

Anderson Elementary School	Larson Elementary School
Ashworth Elementary School	Moore Elementary School
Bebensee Elementary School	Pearcy Elementary School
Beckham Elementary School	Remyanse Elementary School
Bryant Elementary School	Starrett Elementary School
Corey Elementary School	West Elementary School
Crouch Elementary School	Williams Elementary School
Duff Elementary School	Wood Elementary School
Ellis Elementary School	

The project engineer, Glenn, completed the construction documents and the District requested proposals. Notification of the request for RFP was sent to local contractors, area chambers of commerce and contractors on a list supplied by the DFW Minority Business Council. Notice of the request for RFP was also advertised in accordance with state law. Proposals were received from five contractors:

- Fort Worth Civil Constructors, LLC
- Mart, Inc.
- Modern Contractor, Inc.
- Pete Durant & Associates
- Reeder Concrete, Inc.

Competitive Sealed Proposals received from the proposers were evaluated based criteria published in the RFP document:

Price	35%
HUB Commitment	10%
Qualifications	40%
Interview	15%

An evaluation committee consisting of the Director of Facility Planning and Construction, the Senior Project Manager, the Staff Architect, the Environmental and Safety Coordinator and the Design Engineer completed evaluations. Reeder Concrete, Inc. (Reeder) ranked highest amongst all proposers at 76.70 points. District staff worked with Reeder to ensure that the intended project scope is being addressed, identify opportunities to reduce the proposed cost and verify the project budget.

The total project budget for Phase I of the Playground Renovation and Improvements – Foundations and Earthwork project is \$2,752,300. Reeder offered a competitive sealed proposal amount of \$2,155,000 for the project. Administration recommends accepting certain value engineering (VE) options to reduce the proposed project cost by \$70,000. The final contract amount including VE is \$2,085,000. The proposed construction contract is under the estimated construction budget by \$667,300.

The engineer's letter of recommendation for construction contract award for Phase 1 Playground Renovation and Improvements – Foundations and Earthwork Project is attached.

Pending approval of the RFP, work on this project will begin in the fall of 2020 with final completion expected in the summer of 2021. The total playground renovation and improvements project is comprised of three phases spanning the first three years of the 2019 Bond Program. Phases II and III will begin the design layout process immediately following the commencement of Phase I.



October 22, 2020

Arlington Independent School District
Attn: Mr. William K. Horn
Executive Director of Plant Services
1201 Colorado Lane
Arlington, Texas 76015

Re: PH1-BP-11-RFP#21-15
Playground Renovations and Improvements - Foundations and Earthwork (Phase 1)

Dear Mr. Horn:

We appreciate the opportunity to provide you with a recommendation for the General Contractor for Arlington ISD's PH1-BP-11-RFP#21-15 Playground Renovations and Improvements - Foundations and Earthwork project.

On Thursday, September 24, 2020, the Arlington Independent School District received 5 competitive sealed proposals for the AISD playground foundations and earthwork (PH1-BP-11-RFP#21-15). All the proposals received were from qualified General Contractors and included staff qualifications and references as required by the proposal documents. Proposals were reviewed based on the published evaluation criteria, as specified in the Request for Proposals. On Tuesday, October 13, 2020, an interview was conducted with the low proposer. The qualifications, reference checks, proposal amounts, and interview were the basis of the evaluation.

With evaluations completed and rankings finalized, we are pleased to recommend the highest ranked proposal from Reeder Concrete, Inc.

At this time, we recommend to you that you accept the Proposal of \$2,155,000 as presented by Reeder Concrete, Inc. and issue a Notice to Proceed. This dollar amount includes the base bid and agreed upon value engineering items. Please do not hesitate to contact us should you have any input or question in regard to this matter.

Sincerely,

GLENN ENGINEERING CORPORATION

A handwritten signature in blue ink that reads "Mike Glenn".

Mike Glenn, P.E.
Project Manager

GLENN ENGINEERING CORPORATION
4500 Fuller Drive, Suite 220, Irving, Texas 75038
972.717.5151
HUB #469711
Cert. of Reg. State of Texas #F-303

Summary

PROJECT NAME: Playground Renovation and Improvements Project - Foundations and Earthwork
PHASE - BID PACKAGE: PHI-BP11-Project 1
PROJECT #: RFP#21-15

RFP Proposal Budget \$ 2,752,300

PROPOSAL SELECTION CRITERIA	
Price	35%
HUB Commitment	10%
Qualifications	40%
Interview	15%
Total	100%

PROPOSAL EVALUATION							
Proposer	Price	Price Score		Qualifications	Qualifications Score	Total Score	Ranking
Fort Worth Civil Constructors, LLC	\$3,976,841	24.22		100.00	40.00	64.22	4
Mart Inc.	\$3,093,000	31.14		95.00	38.00	69.14	2
Modern Contractors, Inc.	\$3,684,000	26.15		100.00	40.00	66.15	3
Pete Durant and Associates, Inc.	\$3,890,000	24.76		85.00	34.00	58.76	5
Reeder Concrete, Inc.	\$2,155,000	44.70		80.00	32.00	76.70	1



TO: Darla Moss
Chief Financial Officer

FROM: Tammy Craig
Director of Purchasing

DATE: November 5, 2020

RE: **RFP 21-16 Playground Equipment & Canopies Project**

Request for Proposal (RFP) **21-16** is for the equipment and installation services of the Playground Equipment and Canopies for elementary schools with the 2019 bond package. Three proposals were received in response to the RFP. Attached is a recommendation letter from William Kelly Horn, Executive Director of Plant Services, a letter from Glenn Engineering and the evaluation summary.

It is recommended that the contract be awarded per the recommendation.

cc: Alice Hamrick/Tony Drollinger
Executive Director of Finance



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Executive Director of Plant Service
DATE: October 23, 2020
SUBJECT: Competitive Sealed Proposal for the 2019 Bond Program, Phase 1, Bid Package 11, Project 2 Playground Renovation and Improvements – Equipment and Canopies Project

The District approved renovation and improvements for District-wide elementary school playgrounds as a part of the 2019 Bond program. Additionally, the Board of Trustees approved Glenn Engineering (Glenn) as the design professional and approved Competitive Sealed Proposal (RFP) as the method of construction procurement for the project.

The 2019 Bond Program Phase I Playground Renovation and Improvements Package included a total budget of \$6,150,000. The project was broken down into two smaller projects – Project 1 is a Foundations and Earthwork project and Project 2 is an Equipment and Canopies project. Project 1 had an estimated construction budget of \$2,752,300. Project 2 had an estimated construction budget of \$3,397,700. The Phase I package was established to address the following seventeen campuses:

Anderson Elementary School	Larson Elementary School
Ashworth Elementary School	Moore Elementary School
Bebensee Elementary School	Pearcy Elementary School
Beckham Elementary School	Remyanse Elementary School
Bryant Elementary School	Starrett Elementary School
Corey Elementary School	West Elementary School
Crouch Elementary School	Williams Elementary School
Duff Elementary School	Wood Elementary School
Ellis Elementary School	

The project engineer, Glenn, completed the construction documents and the District requested proposals. Notification of the request for RFP was sent to local contractors, area chambers of commerce and contractors on a list supplied by the DFW Minority Business Council. Notice of the request for RFP was also advertised in accordance with state law. Proposals were received from three contractors:

- Miracle Recreation Equipment Co. (We Build Fun)
- Playpower LT Farmington, Inc. (Lea Park and Play)
- Whirlix Design, Inc.

Competitive Sealed Proposals received from the proposers were evaluated based criteria published in the RFP document:

Price	35%
HUB Commitment	10%
Qualifications	40%
Interview	15%

An evaluation committee consisting of the Director of Facility Planning and Construction, the Senior Project Manager, the Staff Architect, the Environmental and Safety Coordinator and the Design Engineer completed evaluations. Miracle Recreation Equipment Co., (Miracle) ranked highest amongst all proposers at 78.54 points. District staff worked with Miracle to ensure that the intended project scope is being addressed, identify opportunities to reduce the proposed cost and verify the project budget.

The total project budget for Phase I of the Playground Renovation and Improvements – Equipment and Canopies project is \$3,397,700. Miracle offered a competitive sealed proposal amount of \$4,053,021 for the project. The proposed construction contract is over the estimated construction budget by \$655,321.

The Project 1 Foundations and Earthwork bid savings of \$667,300 will be utilized to offset the overage of Project 2 Equipment and Canopies of \$655,321. Thus, the proposed combined construction contracts are less than the overall Phase I Playground Renovation and Improvements Package by \$11,979.

The engineer’s letter of recommendation for construction contract award for Phase 1 Playground Renovation and Improvements – Equipment and Canopies Project is attached.

Pending approval of the RFP, work on this project will begin in the winter of 2020 with final completion expected in the summer of 2021. The total playground renovation and improvements project is comprised of three phases spanning the first three years of the 2019 Bond Program. Phases II and III will begin the design layout process immediately following the commencement of Phase I.



October 22, 2020

Arlington Independent School District
Attn: Mr. William K. Horn
Executive Director of Plant Services
1201 Colorado Lane
Arlington, Texas 76015

Re: RFP-BP11-RFP-21-16
Playground Renovations and Improvements – Equipment and Canopies (Phase 1)

Dear Mr. Horn:

We appreciate the opportunity to provide you with a recommendation for the General Contractor for Arlington ISD's RFP-BP11-RFP-21-16 Playground Renovations and Improvements – Equipment and Canopies project.

On Thursday, September 24, 2020, the Arlington Independent School District received 3 competitive sealed proposals for the AISD playground equipment and canopies (RFP-BP-11-RFP-21-16). All the proposals received were from qualified General Contractors and included staff qualifications and references as required by the proposal documents. Proposals were reviewed based on the published evaluation criteria, as specified in the Request for Proposals. On Friday, October 9, 2020, interviews were conducted with the three contractors. The qualifications, reference checks, proposal amounts, and interviews were the basis of the evaluation.

With evaluations completed and rankings finalized, we are pleased to recommend the highest ranked proposal from Miracle Recreation Equipment/WeBuildFun, Inc.

At this time, we recommend to you that you accept the Proposal of \$4,053,021.33 as presented by Miracle Recreation Equipment/WeBuildFun, Inc. and issue a Notice to Proceed. This dollar amount includes the base bid and agreed upon value engineering items. Please do not hesitate to contact us should you have any input or question in regard to this matter.

Sincerely,

GLENN ENGINEERING CORPORATION

A handwritten signature in blue ink that reads "Mike Glenn".

Mike Glenn, P.E.
Project Manager

GLENN ENGINEERING CORPORATION
4500 Fuller Drive, Suite 220, Irving, Texas 75038
972.717.5151
HUB #469711
Cert. of Reg. State of Texas #F-303

Summary

PROJECT NAME: Playground Renovation and Improvements Project - Equipment and Canopies
PHASE - BID PACKAGE: PHI-BP11-Project 2
PROJECT #: RFP#21-16

RFP Proposal Budget \$ 3,397,700

PROPOSAL SELECTION CRITERIA	
Price	35%
HUB Commitment	10%
Qualifications	40%
Interview	15%
Total	100%

PRE INTERVIEW PROPOSAL EVALUATION						
Proposer	Price	Price Score	Qualifications	Qualifications Score	Total Score	Ranking
Miracle Recreation Equipment Co. (We Build Fun)	\$4,053,021	29.34	94.75	37.90	67.24	1
Playpower LT Farmington, Inc. (Lea Park and Play)	\$4,668,974	25.47	93.86	37.54	63.01	2
Whirlix Design, Inc.	\$5,512,805	21.57	93.39	37.36	58.93	3

POST INTERVIEW PROPOSAL EVALUATION							
Proposer	Price	Price Score	Qualifications	Qualifications Score	Interview Score	Total Score	Ranking
Miracle Recreation Equipment Co. (We Build Fun)	\$4,053,021	29.34	94.75	37.90	11.30	78.54	1
Playpower LT Farmington, Inc. (Lea Park and Play)	\$4,668,974	25.47	93.86	37.54	10.80	73.81	2
Whirlix Design, Inc.	\$5,512,805	21.57	93.39	37.36	10.20	69.13	3

Arlington Independent School District Board of Trustees Communication

Meeting Date : November 5, 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.

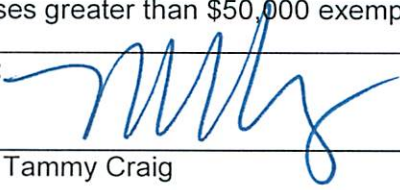
Background:

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:

- 21-11-05-001 Communications Marketing & Services
- 21-11-05-002 Grounds Maintenance Equipment, Irrigation Parts, Supplies & Installations
- 21-11-05-003 River Legacy – Field Trips

Recommendation:

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

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Tammy Craig</p> <hr/> <p>Date: 10/26/2020</p>
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Arlington Independent School District
Purchases Greater than \$50,000 Exempt from Bid
Date: November 5, 2020

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
21-11-05-001	Communications	Multiple Vendors	Communications Marketing & Services (Year 2 of 3-year contract)	\$ 170,000.00	RFP 20-39 Extension
21-11-05-002	Plant Services	Multiple Vendors	Grounds Maintenance Equipment, Irrigation Parts, Supplies & Installations	\$ 155,000.00	TASB Buyboard
21-11-05-003	Curriculum & Instruction	River Legacy	Field Trips aligned with TEKS and curriculum from the Science Department to assist students with learning standards. (2nd & 4th Grades)	\$ 63,045.00	Single Source

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: 11/05/2020

Consent Item

Subject: Fund 497, AISD Education Foundation Grant – (Lockheed Martin Grant #2)

Purpose:

Amend the 2020-21 special revenue budget for the AISD Education Foundation (Education Foundation) Lockheed Martin Pass-through grant. The increase to revenues and expenditures each total \$20,000. The grant period covers November 1, 2020 – June 30, 2021.

Background:

Lockheed Martin reached out to AISD to offer help with the costs associated with distance learning. Over 45,000 digital devices have been distributed to AISD students however, not all families have access to Wi-Fi. As of September, AISD has already ordered over 5,000 mobile hotspots. The *Hotspots for Distance Learning Project* will continue to provide needed tools for digital distance learning for students who currently do not have Wi-Fi access. Each hotspot device subscription costs between \$10.99 to \$56.99 per month for a monthly cost of \$54,950 to \$284,980.

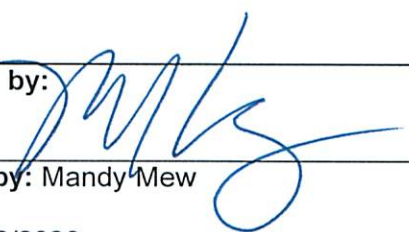
The additional grant funds will be used district wide to help offset the costs for mobile hotspots necessary to meet the distance learning needs of our students.

Budget Summary:

Contracted Services	\$20,000
Total	\$20,000

Recommendation:

Administration recommends approval.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Mandy Mew</p> <p>Date: 10/23/2020</p>
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: 11/05/2020

Consent Item

Subject: Fund 497, Arlington ISD Education Foundation Grant

Purpose:

Amend the 2020-21 special revenue budget for the Arlington ISD Education Foundation (Education Foundation) grant. The increase to revenues and expenditures each total \$1,600. The grant period covers November 1, 2020 – June 30, 2021.

Background:


The Education Foundation awarded an additional \$1,600 for a special program grant in October 2020. The grant was awarded to Turning Point Secondary for their Uniform Project. The funds will be used to purchase uniforms for students who are unable to afford them. This will allow students to comply with the dress code while attending the program.

Budget Summary:

Supplies and Materials	<u>\$1,600</u>
Total	\$1,600

Recommendation:

Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew Date: 10/23/2020

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES**

Regular Meeting

October 8, 2020
5:00 p.m.

Members Present: Bowie Hogg, Polly Walton, Melody Fowler, Dr. Aaron D. Reich,
David Wilbanks, Justin Chapa

Members Absent: Kecia Mays

Media Present: None

CALL TO ORDER:

Vice President Hogg called the meeting to order at 5:11 p.m. with five trustees present at the Mac Bernd Professional Building, 1111 West Arbrook Boulevard, Arlington, Texas in Room 301 A.

Vice President Hogg announced that due to the health and safety concerns related to the COVID-19 coronavirus, the meeting was being conducted by videoconference or telephone call. At least a quorum of the Board would participate by videoconference, in person or telephone conference in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have been suspended by order of the Governor. All or some trustees and limited staff may be together while maintaining proper social distancing at Room 301 A in the Mac Bernd Professional Development Center. Due to ongoing safety concerns, all open meeting proceedings will be live broadcast but members of the public will be limited in the Mac Bernd Professional Development Center pursuant to state guidelines and regulations, and all persons will be required to comply with state and district guidelines and regulations. Members of the public could access the meeting via AISD website at www.aisd.net.

CLOSED MEETING:

Vice President Hogg adjourned to closed meeting at 5:12 p.m. pursuant to Sections 551.071 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Real Property Being a Tract of Land Located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County, Texas
2. Real Property Described as 0.384 acres, more or less, Abstract 1376, Tract 2J08, David Strickland Survey, located in the City of Arlington, Tarrant County, Texas
3. Real Property Being All of Lot 94R-1, A. Newton Addition, Arlington, Tarrant County, Texas
4. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 2-8, 2020
5. Administrative Appointments/Personnel Ratification

Trustee Chapa joined during closed session via teleconference.

RECONVENE INTO OPEN SESSION: PDC, Room 301 A

Vice President Hogg reconvened the Board into the open meeting at 7:23 p.m. with six trustees. Trustee Chapa attended via teleconference. Vice President Hogg reported that he was presiding because President Mays was traveling and unable to attend.

OPENING CEREMONY:

Superintendent Cavazos led the audience in the Pledge of Allegiance. Mr. Hogg called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

A. Student of the Month

Arlington Collegiate High School Principal Mr. Jeff Krieger introduced the October 2020 student of the month, Micah Akinlade. Micah is a sophomore that stands out on campus by always having a positive can-do attitude. He provides leadership to his classmates both inside and outside the classrooms. Micah makes all of the students and staff at Arlington Collegiate better. The ACHS faculty describe Micah as positive, warm, encouraging, and the embodiment of an early college student. Two hallmark beliefs of Arlington Collegiate High School are despite the adversity and challenges faced, if you give a 100 percent effort and maintain a positive attitude, the success you seek will be realized. Micah exemplifies these beliefs every day and ACHS is fortunate to have him as a student. Mr. Krieger feels

fortunate to be his principal and, along with the faculty and staff, looks forward to seeing all the great things he will accomplish in the future.

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment of the individuals discussed in closed session for assistant principal for Ousley Junior High and assistant principal for Shackelford Junior High.

Motion by Dr. Reich, second by Polly Walton, to approve the administrative appointments as recommended in closed session.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

Dr. Cavazos announced the following:

Anamaria Mares as a new assistant principal for Ousley Junior High School. Ms. Mares was previously a school counselor for Corey Academy.

Asia Mitchell as a new assistant principal for Shackelford Junior High School. Ms. Mitchell was previously in Fort Worth ISD.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Ian Pearce spoke regarding proper sanitization and disinfection in schools.

Wendy Espino spoke regarding COVID concerns starting 10/13/20.

ACTION:

A. Consider Notice of Voter-Approval Tax Rate Special Election

Motion by Melody Fowler, second by Dr. Reich, to approve.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

B. Consider TASB (LOCAL) Policy Update 115

Motion by Justin Chapa, second by Polly Walton, to approve the updates included in Policy Update 115 previously reviewed.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

C. Consider Resolution to Cast Votes for the Appointment of a New Board Member to Fill the Vacancy Resulting from the Tarrant Appraisal District (TAD) Board Recall

Motion by Melody Fowler, second by David Wilbanks, to adopt the following resolution:

Resolution re: Appointment of Member of Tarrant Appraisal District Board of Directors

WHEREAS, Arlington Independent School district is a taxing unit entitled by Section 6.033 of the Texas Property Tax Code to vote to fill the vacancy on Tarrant Appraisal District (TAD) Board of Directors resulting from the recall of Mr. Mike O'Donnell; and

WHEREAS, the Chief Appraiser of TAD prepared and delivered the Ballot listing the candidates to fill that vacancy; it is therefore

RESOLVED that Arlington Independent School District, by and through this Resolution of its Board of Trustees, casts its 450 votes for Mr. Tony Pompa and enters these votes on the completed Ballot that is attached to and made a part of this Resolution; and

FURTHER RESOLVED that a certified copy of this Resolution be promptly delivered to and filed with the Chief Appraiser of TAD.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

D. Consider Charge to the Citizens Bond Oversight Committee to Oversee the 2019 Bond Program

Motion by Melody Fowler, second by David Wilbanks, to approve the Charge to the 2019 Citizens Bond Oversight Committee.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

E. Consider Authorizing the Sale of Real Property Being a Tract of Land Located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County, Texas, being a Portion of a Tract of Land Described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant county, Texas, and Designated as the Portion Tract 1, Locally Known as 101 W. Arbrook or the Southwest Corner of the Intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, Comprising Approximately 24.122 Acres

Motion by Polly Walton, second by Dr. Reich, to approve the sale of real property being that portion of a tract of land located in the Horatio G. Lynch Survey, Abstract 956, City of Arlington, Tarrant County, Texas, being a tract of land described in a Deed to Arlington Independent School District, Recorded in Volume 12547, Page 1966 of the Deed Records of Tarrant County, Texas, and designated as the portion Tract 1, locally known as 101 W. Arbrook or the southwest corner of the intersection of West Arbrook Boulevard and Center Street in Arlington, Texas, comprising approximately 24.122 Acres.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

F. Consider Sale and a Resolution to Approve the Sale of Delinquent Tax Property Described as 0.384 acres, more or less, Abstract 1376, Tract 2J08, David Strickland Survey, located in the City of Arlington, Tarrant County, Texas, also known as 4018 Brannon Road, Arlington, Texas

Motion by David Wilbanks, second by Polly Walton, to approve the real property sale and a resolution

approving the sale of delinquent tax property described as 0.384 acres, more or less, Abstract 1376, Tract 2J08, David Strickland Survey, located in the City of Arlington, Tarrant County, Texas, also known as 4018 Brannon Road, Arlington, Texas.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

- G. Consider Amending Commercial Contract Unimproved Property for the Acquisition of Real Property Being All of Lot 94R-1, A. Newton Addition, Arlington, Tarrant County, Texas According to the Plat Thereof Recorded in Cabinet A, Slide 8376, Plat Records of Tarrant County, Texas

Motion by Dr. Reich, second by David Wilbanks, to approve amending commercial contract unimproved property for the acquisition of real property being all of Lot 94R-1, A. Newton Addition, Arlington, Tarrant County, Texas According to the plat thereof recorded in Cabinet A, Slide 8376, Plat Records of Tarrant County, Texas”

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

DISCUSSION / ACTION:

- A. Consider the Schematic Design for the C. B. Berry Elementary School

Mr. Leonardo Gonzalez, HKS Architects, presented the C. B. Berry Elementary School schematic design and a framework for design excellence. Mr. Gonzalez shared a site map with the attendance zone and student travel distances noted, highlighting that Berry Elementary is a neighborhood campus. The concept schemes and overall site plan were developed using a student’s learning journey through school as a focus. There is a park-like space welcoming family and the entry has a safety vestibule and parent room. The large trees were maintained to create an entry court area and the student drop off loop was increased to remove traffic from the street. The cafeteria, library, music and art rooms are on the first floor along with kindergarten, first grade, second grade and third grade pods. The second floor includes fourth grade, fifth grade, sixth grade pods and the STEM labs. Mr. Gonzalez showed the board various renderings showing the building from different angles and perspectives. He presented an exterior perspective rendering with the outdoor learning area designed with a trellis cover, space for gardens and a water table.

Motion by Dr. Reich, second by David Wilbanks, to approve.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

B. Consider Appointments to the Financial Futures Committee

Motion by Melody Fowler, second by Polly Walton, to appoint the individuals included on the list provided to the Board. Ms. Fowler noted that the individuals would be contacted and they would meet soon.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

C. Consider House Bill 3 (HB 3) Implementation Early Childhood and CCMR Board-Adopted Goals

Chief Academic Officer Dr. Wurtz presented a summary of House Bill 3 and implementation. School boards are required to adopt and monitor early childhood literacy and mathematics proficiency plans and ensure the use of a systematic phonics curriculum, as well as adopt and monitor college, career and military readiness plans. Elementary school teachers are required to attend reading academies and be trained on the science of teaching reading. Dr. Wurtz shared the proposed kindergarten through twelfth grade comprehensive literacy and mathematics plans with best practices and specific progress measures. He also shared 2020-2021 strategies for career and technical education and advanced academics with progress measures for meeting college, career and military readiness (CCMR) goals. The goal and progress measure updates will be provided to the Board annually in October. The annual reports will include the outcome goal and progress measure being monitored, data showing reporting periods with annual and five-year deadline targets, and the Superintendent's assessment of district and campus performance with supporting evidence and next steps.

Administration recommended the Board adopt the proposed early childhood literacy, mathematics, and CCMR goals, plans and monitoring calendar.

Motion by Polly Walton, second by Melody Fowler, to approve the proposed five-year early childhood literacy and mathematics and College, Career and Military Readiness (CCMR) goals.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

D. Reopening Schools 2020-2021 Plan Update and Any Motions Therewith

Assistant Superintendent of School Leadership Dr. Brown provided an update on reopening schools. Currently, registration is at 96.3% of projected enrollment. Hybrid scheduling reflected 47% choosing in-person learning and 53% in virtual learning. For October 13, 2020, as prekindergarten through eighth grade students move to every day attendance, 44% have selected in-person learning, 53% selected virtual learning and 3% are undecided. High school students will remain on a hybrid schedule, however, high school special education students who select in-person learning may attend daily. The district continues to assess learning gaps, examine the root cause for lack of student progress, issue grading guidance that supports mastery of content, reinforce RtI (response to intervention) to support struggling students and provide tutorial opportunities. Secondary students are eligible for enrollment in Edgenuity to focus on any content failed and earn up to a seventy. Teacher-based six-week grade redemption is available for elementary and secondary students. The teacher can provide students with additional opportunities to make up work or redo assignments. On October 20, 2020, AISD will provide an opportunity for high school students to take the ACT. Non-testing high school students will have asynchronous online learning on October 20 while testing students will attend school for half day and then go home for asynchronous instruction in the afternoon. Dr. Brown reviewed the Tarrant County metrics and the AISD COVID data and disruptions to the system. Senior leadership, in collaboration with health officials, continues to review potential scenarios and disruption to in-person learning as well as system challenges with transportation, food services and other operational services.

No action on this item.

- E. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 2-8, 2020

No action on this item.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Consider Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- B. Consider Donations

The total donations for this meeting was \$224,000.00. The year-to-date total for the 2020-2021 school year was \$284,579.18.

- C. Consider Bids

Chief Financial Officer Darla Moss recommended approval of the following bids meeting specifications:

- 21-06b Academic Educational Consultants and Professional Development Services
- 21-11 Personal Protective Equipment (PPE) for Inventory & Catalog
- 21-17 RFP for Math Intervention Program
- 21-18 Communications & Marketing Services- Supplemental
- 21-19 Science Supplies for Inventory & Catalog
- 21-20 Copier Paper – Quarterly

- D. Consider Purchases Greater Than \$50,000 Exempt from Bid
 - 21-10-08-001 Employee Wellness Program
 - 21-10-08-002 Maintenance & Repair Services for Walk-in Freezers
 - 21-10-08-003 Professional Development Management Software
 - 21-10-08-004 Career & Technical Supplies & Materials
 - 21-10-08-005 Diesel Fuel
 - 21-10-08-006 Computer & Audio Visual Supplies & Services
 - 21-10-08-007 Building Materials, Repair, Operations Supplies & Equipment
 - 21-10-08-008 Music Supplies, Equipment & Sheet Music
 - 21-10-08-009 Plumbing Supplies & Services for Inventory & Catalog
 - 21-10-08-010 Consulting & Legislative Monitoring Services
 - 21-10-08-011 Police Academy
 - 21-10-08-012 Property Insurance

- E. Consider Budget Changes
- F. Consider Minutes of Previous Meetings - September, 2020
- G. Consider Monthly Financial Report for Period Ending August 31, 2020
- H. Consider Joint Election Agreement and Contract for Election Services
- I. Consider Class Size Waiver Request
- J. Consider Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- K. Consider Salvage Property

Motion by Melody Fowler, second by Polly Walton, to approve the consent agenda items as presented.

Vice President Hogg asked Board Members to vote by roll call.

All board members voted yes. Trustee Chapa noted his abstention related to Consent Item B Donations as a possible conflict of interest.

Voting For: 6
Voting Against: 0

Vice President Hogg reported that the motion passed.

DISCUSSION:

- A. Process and Timeline for Redrawing School Boundaries in East Arlington: Berry Elementary, Blanton Elementary, Crow Elementary, Johns Elementary, Rankin Elementary, Thornton Elementary and Closing Knox Elementary and Roark Elementary

Assistant Superintendent of Administration Dr. Hill presented the process, timeline, and considerations for changing school boundaries. The 2019 bond includes plans to close Knox Elementary and Roark Elementary and rebuild Berry Elementary and Thornton Elementary. The boundary committee includes the principal of each impacted school, three parents or citizens per school, central administration representatives and Templeton Demographics staff. The committee will meet and review options in October and then bring draft boundaries and recommendations for open forum meetings back for Board consideration.

- B. 2021 Legislative Agenda

Board Governance Committee Chair Mr. Chapa reported that he appreciates the Board's approach of developing a formal legislative agenda during legislative year and an interim legislative agenda for off years and meeting with legislators. Moving into next session, some of the items proposed have carried forward and some are new, related to supporting mental health needs, more flexibility and local control. They will advocate for more direction and clarity on virtual school. Some parents would like more opportunity for virtual attendance. On local authority, the redline version provided reflects a stronger stance on the Commissioner not unilaterally making decisions for school boards. The committee is reviewing the unfunded mandates and are not opposed to some of the policies, but concerned for the state imposed cost at the local level. Each unfunded mandate impedes the ability to fund teachers and the Voter Approval Tax Rate Election (VATRE) is on the ballot to adjust the tax rate. The tax rate is funding for maintenance and operations, of which 90% is salary for staff and teachers. Mr. Chapa said that he and the committee are open to questions and this will be brought back to the Board for action after their consideration.

Mr. Hogg asked that the Board Governance Committee review the CCMR requirements and accountability items that are a problem for a possible supplement. He also asked to include the list of unfunded mandates as in the past. He noted that the legislative agenda would be brought back to the next meeting for approval and then they would schedule meetings with legislators to review the legislative priorities.

OPEN FORUM FOR NON-AGENDA ITEMS: None

SUPERINTENDENT'S REPORT:

Superintendent Cavazos wished everyone, especially teachers, principals and students an enjoyable four-day break. He thanked all employees for their hard work and preparation as the district transitions to the next phase next week.

SCHOOL BOARD'S REPORT:

Mrs. Fowler congratulated Izzy Perez, the Student Leadership Advisory Board (SLAB) senior leader from Arlington High School, on her acceptance to Texas Tech University. Mrs. Fowler wished Ms. Perez a great senior year.

Mr. Hogg reported that he was working on the process with virtual meetings for the current Student Leadership Advisory Board. He looks forward to getting their feedback on how everything is going this year.

Ms. Walton admonished everyone, as they are buying pumpkins and trick-or-treat candy to plan to get their flu shots, too, as soon as possible.

Mr. Hogg reported that he and his colleagues attended the recent TASA/TASB Convention. He congratulated the Hurst-Euless-Bedford ISD Board for winning the 2020 Outstanding School Board Award. He also congratulated Mr. Chapa for being elected to the Texas Association of School Boards (TASB) Board. He thanked Mr. Chapa for his service and for representing AISD, Region XI and the students in the State of Texas.

Secretary Walton asked if Mr. Chapa requested a list of schools with more than fifty percent planning to attend face-to-face instruction next week. He responded that a report sometime next week would be helpful.

Mr. Hogg thanked the technology staff for their assistance with the virtual meetings, the work to produce the meetings as they transition, and the extra work required. Students and staff are returning to

classrooms and the board meetings are transitioning, too. He noted that AISD has the best technology and communication staff around and commended them for their work through all of the transitions.

ADJOURNMENT:

Vice President Hogg adjourned the meeting at 11:19 p.m. The Board did not return to closed session.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES**

Regular Meeting

October 22, 2020
5:00 p.m.

Members Present: Kecia Mays, Bowie Hogg, Polly Walton, Melody Fowler,
David Wilbanks, Justin Chapa

Members Absent: Dr. Aaron D. Reich

Media Present: None

CALL TO ORDER:

President Mays called the meeting to order at 5:01 p.m. with six trustees present at the Mac Bernd Professional Building, 1111 West Arbrook Boulevard, Arlington, Texas in Room 301 A.

President Mays announced that due to the health and safety concerns related to the COVID-19 coronavirus, the meeting was being conducted by videoconference or telephone call. At least a quorum of the Board would participate by videoconference or telephone conference in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have been suspended by order of the Governor. All or some trustees and limited staff may be together while maintaining proper social distancing at Room 301 A in the Mac Bernd Professional Development Center. Due to ongoing safety concerns, all open meeting proceedings will be live broadcast but members of the public will be limited in the Mac Bernd Professional Development Center pursuant to state guidelines and regulations, and all persons will be required to comply with state and district guidelines and regulations. Members of the public could access the meeting via AISD website at www.aisd.net.

CLOSED MEETING:

President Mays adjourned to closed meeting at 5:02 p.m. pursuant to Sections 551.071 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Superintendent Evaluation
2. Resolution and an Easement for a Permanent Sewer Line Facility for a 135,377 square foot (3.108 acres) being a portion of Lot 2R of Orion Park Addition, an addition to the City of Arlington, Tarrant County, Texas, as it appears upon the plat recorded in Cabinet A, Slide 4732-4734 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and also described in the deed to Arlington Independent School District, recorded in Volume 13541, Page 418 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.)
3. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 16-22, 2020
4. Administrative Appointments/Personnel Ratification

RECONVENE INTO OPEN SESSION: PDC, Room 301 A

President Mays reconvened the Board into the open meeting at 6:15 p.m. with six trustees in attendance.

OPENING CEREMONY:

Bowie Hogg led the audience in the Pledge of Allegiance. Ms. Mays called for a moment of silence.

APPOINTMENTS: None

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Wendy Espino registered to speak regarding COVID related school decisions but was unavailable.

ACTION:

- A. Consider 2021 Legislative Agenda

Board Governance Committee Chair Mr. Chapa noted that Trustees had a copy of the revised legislative agenda for 2021 and asked if any trustees had any questions.

Mr. Hogg asked if item six on the last page is asking for things related to COVID, for example allowing students that are at home sick being allowed to virtually log in and continue to learn.

Mr. Chapa responded that it was an umbrella to provide more flexibility. Instead of an established statewide virtual program, this provides more flexibility for online virtual learning, as we have learned that it could work.

Motion by Justin Chapa, second by Polly Walton, to adopt the 2020-2021 Legislative Agenda as discussed.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

President Mays reported that the motion passed.

B. Consider a Resolution and an Easement for a Permanent Sewer Line Facility for a 135,377 square foot (3.108 acres) being a portion of Lot 2R of Orion Park Addition, an addition to the City of Arlington, Tarrant County, Texas, as it appears upon the plat recorded in Cabinet A, Slide 4732-4734 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), and also described in the deed to Arlington Independent School District, recorded in Volume 13541, Page 418 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.)

Motion by David Wilbanks, second by Melody Fowler, to approve the proposed resolution granting to the City of Fort Worth an easement and attach the resolution to the minutes.

Mr. Hogg asked, related to this easement, if the houses on this border of City of Arlington and City of Fort Worth are zoned Arlington ISD or Fort Worth ISD. Staff will follow-up and review.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

President Mays reported that the motion passed.

DISCUSSION / ACTION:

A. Consider 2020-2021 District Improvement Plan Goals and Performance Objectives

Chief Academic Officer Dr. Steven Wurtz reported that the district improvement plan is an equity goal. The difference between equality and equity is giving individual students what they need to be successful as the district strives for continuous improvement. Teachers leverage data to diagnose student challenges and then prescribe and administer interventions. The performance objectives are the outcomes sought. Dr. Wurtz shared the following goals and performance objectives, noting that in November he will share specific strategies to achieve the goals:

Goal 1: Strategic Plan: Performance Objective Category: Academic Achievement

- Performance Objective 1: All AISD students K-12 will increase their performance in reading on ISIP, STAAR, and EOC from 70% to 71% in approaches, 43% to 44% in meets, and 18% to 19% in masters. (HB3 – All 3rd grade AISD students will increase their performance in reading on STAAR from 70% to 71% in approaches, 38% to 39% in meets, and 22% to 23% in masters.)
- Performance Objective 2: All AISD students K-12 will increase their performance in math on Math Inventory, STAAR, and EOC from 78% to 79% in approaches, 47% to 48% in meets, and 23% to 24% in masters. (HB3 – All 3rd grade AISD students will increase their performance in math on STAAR from 73% to 74% in approaches, 40% to 41% in meets, and 19% to 20% in masters.)

Goal 2: Strategic Plan: Performance Objective Category: College Readiness

- Performance Objective 1: All 12th grade AISD students will increase their performance on CCMR from 53% to 54%

Goal 3: Strategic Plan: Performance Objective Category: Workforce Readiness

- Performance Objective 1: All 12th grade AISD students will increase their performance on CCMR from 53% to 54%

Dr. Wurtz noted that the performance objectives for goal two and goal three look the same, but that the specific strategies for each will address college readiness and workforce readiness specifically.

Administration recommended that the Board approve and adopt the proposed 2020-2021 district improvement plan goals and performance objectives.

Motion by Melody Fowler, second by David Wilbanks, to approve and adopt the proposed 2020-2021 District Improvement Plan goals and performance objectives.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 6
Voting Against: 0

President Mays reported that the motion passed.

B. Reopening Schools 2020-2021 Plan Update and Any Motions Therewith

Assistant Superintendent of School Leadership Dr. Tracie Brown presented an update to the reopening school plan. Current enrollment is 57,128 which is 96.6% of projection and 55% are learning in-person while 45% are in a virtual environment. Dr. Brown reported that the failure rate for the first six weeks, while all students were in virtual learning, was 38% for elementary, 54% for junior high and 49% for high school. She further explained that this was the percentage of students failing at least one course. Campus teams continue to engage in a root cause analysis process to better understand student failures and determine next steps. A taskforce consisting of teachers, principals and academic services leadership developed a grading guidance tool designed around key pillars centered on equity. The grading guidance is a resource for teachers aligned to the Connected Learning Framework. Project pass provides teacher-based six week grade redemption opportunities for elementary and secondary students. Dr. Brown reviewed the Tarrant County and AISD COVID data. Currently, 203 staff are quarantined and 337 students are under quarantine.

Board members shared comments and asked clarifying questions. Ms. Fowler asked how many of the 337 students under quarantine were exposed at school. Dr. Brown will research and provide that information. Mr. Hogg asked what relief was being provided to teachers as a result of the audit related to teacher workload and expectations. Mr. Chapa asked, as enrollment numbers slowly increase, how many are new to AISD.

President Mays stated that the Board appreciates the transparency related to student pass and fail rates. She thanked staff for bringing the information forward.

No action on this item at this time.

President Mays announced that the speaker for Open Forum for Agenda Items was now available to speak to the Board.

OPEN FORUM FOR AGENDA ITEMS:

Wendy Espino spoke regarding COVID related school decisions.

DISCUSSION / ACTION:

- C. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between October 16-22, 2020

No action was taken on this item.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Consider Purchases Greater Than \$50,000 Exempt from Bid

Chief Financial Officer Darla Moss recommended approval of the following purchases greater than

\$50,000 exempt from bid:

- 21-10-22-001 Energy Dashboard
- 21-10-22-002 New Building Additions to Property Insurance
- 21-10-22-003 Interpretation Services

- B. Consider Budget Amendment
- C. Consider Monthly Investment Reports for July 2020 through September 2020
- D. Consider Authorization to Set Up a New Bank Account Titled “742 AISD Natatorium”
- E. Consider Change Order #4 Amending the Substantial Completion Date for the 2014 Bond Construction Project for the Fine Arts Center and the Athletic Center (CSP #19-10)
- F. Consider Interlocal Agreement with Texas Woman’s University for the Go Center/G-Force Project at Bowie High School

Motion by Bowie Hogg, second by Melody Fowler, for approval.

President Mays asked Board Members to vote by roll call. All board members voted yes.

Voting For: 6
Voting Against: 0

President Mays reported that the motion passed.

OPEN FORUM FOR NON-AGENDA ITEMS:

Steven Poole spoke regarding teacher salary comparison.

SUPERINTENDENT’S REPORT:

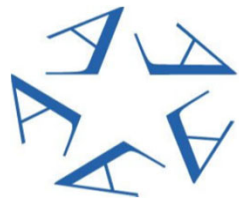
Superintendent Cavazos shared his sincere thanks for teachers and staff at all levels. He joined several faculty meetings, virtually, and had an opportunity to thank them. He also shared his thanks for students at home learning, trying their best in spite of the challenges.

SCHOOL BOARD’S REPORT:

Secretary Walton reported that Mr. Hogg requested a list of what is being done to relieve teachers of requirements, Mr. Chapa asked for an analysis of the 2,000 students re-enrolling and Mrs. Fowler asked how many of the 337 quarantined students were exposed at school.

ADJOURNMENT:

President Mays adjourned the meeting at 8:20 p.m. The Board did not return to closed session.



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

Monthly Financial Report

For the period ending September 30, 2020

Arlington Independent School District
Monthly Statement of Revenues, Expenditures, and Changes in Fund Balance by Function
Funds with Legally Adopted Budgets
For the period ending September 30, 2020
(Unaudited)

	General Fund			Debt Service Fund			Capital Projects Fund		
	Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date	
Revenues:									
Property taxes	\$ 299,004,624	\$ 51,554	0 %	\$ 89,140,370	\$ 12,134	0 %	\$ -	\$ -	
Tuition and fees	620,000	134,467	22	-	-		-	-	
Other revenues from local sources	3,407,275	501,238	15	200,000	33,926	17	2,250,000	213,116	9 %
Co-curricular and enterprising services	326,500	2,241	1	-	-		-	-	
State revenues	222,505,026	44,174,922	20	953,396	-	0	-	-	
Federal revenues	9,680,000	340,894	4	395,055	-	0	-	-	
Total revenues	535,543,425	45,205,315		90,688,821	46,060		2,250,000	213,116	
Expenditures:									
Instruction	345,532,408	65,159,236	19	-	-		29,885,430	6,551,056	22
Instructional Resources and Media Service	7,092,416	1,302,584	18	-	-		-	-	
Curriculum and Instructional Staff Development	7,194,686	1,795,870	25	-	-		155,526	11,820	8
Instructional Leadership	10,652,756	2,377,301	22	-	-		-	-	
School Leadership	32,923,951	7,767,525	24	-	-		-	-	
Guidance and Counseling Services	32,797,119	7,313,208	22	-	-		-	-	
Social Work Services	2,173,353	475,570	22	-	-		-	-	
Health Services	7,740,177	1,421,092	18	-	-		-	-	
Student Transportation	17,361,611	2,183,771	13	-	-		2,489,507	1,599,260	64
Food Service	-	-		-	-		-	-	
Co-curricular/Extracurricular Activities	10,557,143	1,913,404	18	-	-		1,196,859	654,024	55
General Administration	12,062,645	2,901,713	24	-	-		-	-	
Plant Maintenance and Operations	55,592,837	8,708,845	16	-	-		60,840,121	4,415,825	7
Security and Monitoring Services	9,976,511	1,692,673	17	-	-		6,247,978	60,592	1
Data Processing	11,841,480	2,981,521	25	-	-		10,463,824	4,609,002	44
Community Services	559,996	77,189	14	-	-		-	-	
Debt Service	589,164	147,291	25	93,711,843	18,022,338	19	-	-	
Facilities Acquisition and Construction	-	-		-	-		234,789,558	24,520,098	10
Payments to JJAEP	30,000	-	0	-	-		-	-	
Payments to TIF	-	-		-	-		-	-	
Other Intergov Charges	2,397,376	1,015,980	42	-	-		-	-	
Total expenditures	567,075,628	109,234,774		93,711,843	18,022,338		346,068,803	42,421,677	
Other financing sources (uses):									
Other resources	-	-		-	154,022,245		-	2,089	
Sale of mineral interests	-	-		-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-		-	-		-	-	
Other non-operating revenues	-	-		-	-		-	-	
Residual equity	-	-		-	-		-	-	
Other uses	-	-		-	(156,105,140)		-	-	
Loss on Sale of Property	-	-		-	-		-	-	
Total other financing sources (uses)	-	-		-	(2,082,895)		-	2,089	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (31,532,203)	\$ (64,029,459)		\$ (3,023,022)	\$ (20,059,173)		\$(343,818,803)	\$(42,206,471)	

¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 388,144,994	\$ 63,688
-	-		-	-		-	-	%	620,000	134,467
555,000	6,291	1 %	882,621	77,247	9 %	131,436	-	0	7,426,332	831,818
5,449,952	15,963	0	-	-		-	-		5,776,452	18,204
175,000	-	0	-	-		1,998,418	151,362	8	225,631,840	44,326,284
<u>27,999,349</u>	<u>251,474</u>	1	<u>-</u>	<u>-</u>		<u>46,677,627</u>	<u>13,339,336</u>	29	<u>84,752,031</u>	<u>13,931,704</u>
<u>34,179,301</u>	<u>273,728</u>		<u>882,621</u>	<u>77,247</u>		<u>48,807,481</u>	<u>13,490,698</u>		<u>712,351,649</u>	<u>59,306,164</u>
-	-		-	-		33,722,510	15,242,950	45	409,140,348	86,953,242
-	-		-	-		72,332	11,051	15	7,164,748	1,313,635
-	-		-	-		5,496,347	446,942	8	12,846,559	2,254,633
-	-		-	-		4,145,232	924,359	22	14,797,988	3,301,661
-	-		-	-		5,300	599	11	32,929,251	7,768,124
-	-		-	-		1,305,866	250,860	19	34,102,985	7,564,068
-	-		-	-		334,820	177,375	53	2,508,173	652,945
-	-		-	-		49,003	-	0	7,789,180	1,421,092
-	-		-	-		36,500	-	0	19,887,618	3,783,031
33,790,133	4,331,532	13	-	-		-	-		33,790,133	4,331,532
-	-		-	-		5,000	-	0	11,759,002	2,567,428
-	-		75,000	6,322	8	-	-		12,137,645	2,908,035
150,419	17,260	11	-	-		130,395	-		116,713,772	13,141,930
-	-		-	-		1,599,196	148,385	9	17,823,685	1,901,650
-	-		-	-		-	-		22,305,304	7,590,523
-	-		-	-		1,904,980	375,712	20	2,464,976	452,901
-	-		-	-		-	-		94,301,007	18,169,628
-	-		-	-		-	-		234,789,558	24,520,098
-	-		-	-		-	-		30,000	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		2,397,376	1,015,980
<u>33,940,552</u>	<u>4,348,792</u>		<u>75,000</u>	<u>6,322</u>		<u>48,807,481</u>	<u>17,578,234</u>		<u>1,089,679,307</u>	<u>191,612,136</u>
-	-		-	-		-	-		-	154,024,334
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(156,105,140)
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(2,080,806)
<u>\$ 238,749</u>	<u>\$ (4,075,064)</u>		<u>\$ 807,621</u>	<u>\$ 70,925</u>		<u>\$ -</u>	<u>\$ (4,087,536)</u>		<u>\$(377,327,658)</u>	<u>\$(134,386,777)</u>

Arlington Independent School District
Monthly Statement of Revenues, Expenditures, and Changes in Fund Balance by Object
Funds with Legally Adopted Budgets
For the period ending September 30, 2020
(Unaudited)

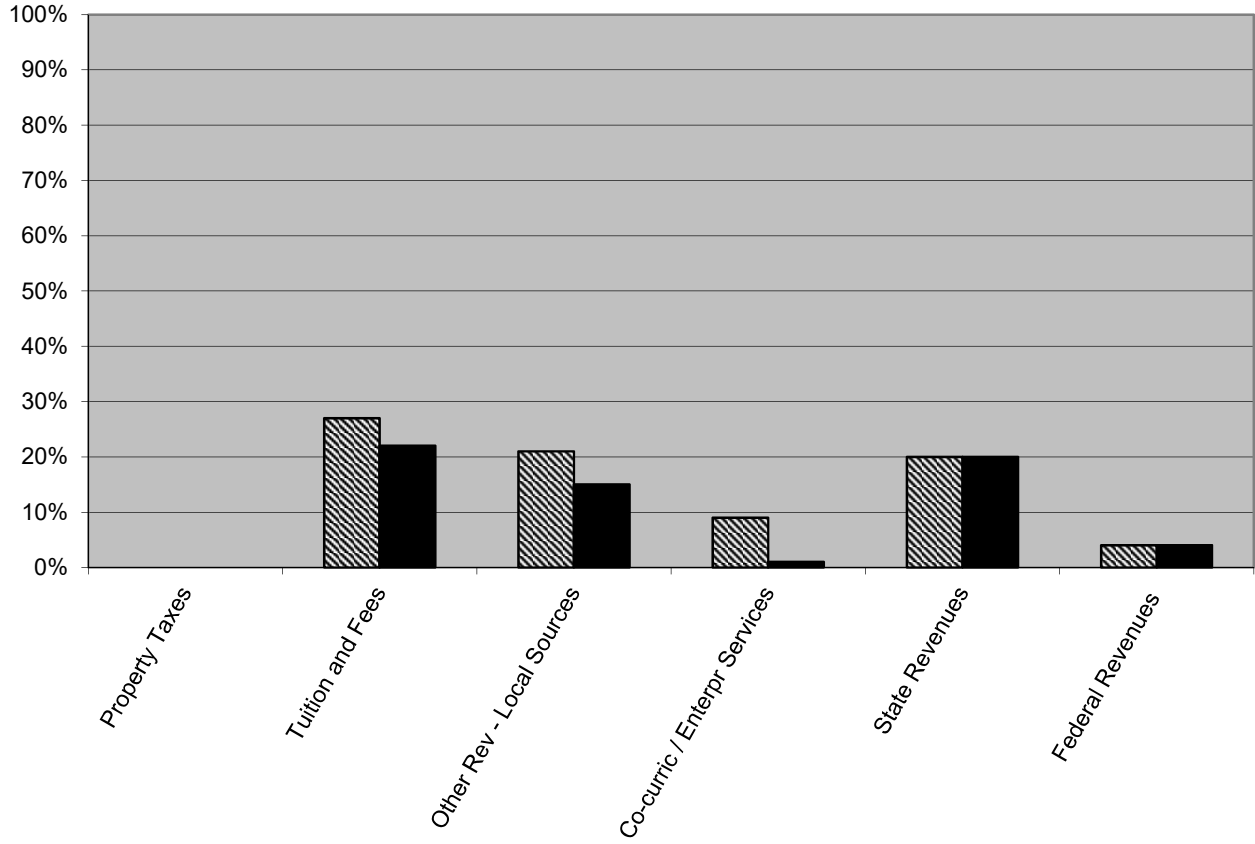
	General Fund			Debt Service Fund			Capital Projects Fund		
	Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date	
Revenues:									
Property taxes	\$ 299,004,624	\$ 51,554	0 %	\$ 89,140,370	\$ 12,134	0 %	\$ -	\$ -	
Tuition and fees	620,000	134,467	22	-	-		-	-	
Other revenue from local sources	3,407,275	501,238	15	200,000	33,926	17	2,250,000	213,116	9 %
Co-curricular and enterprising services	326,500	2,241	1	-	-		-	-	
State revenues	222,505,026	44,174,922	20	953,396	-	0	-	-	
Federal revenues	9,680,000	340,894	4	395,055	-	0	-	-	
Total revenues	535,543,425	45,205,315		90,688,821	46,060		2,250,000	213,116	
Expenditures:									
Teachers and other professional personnel	357,429,484	76,557,481	21	-	-		-	-	
Support personnel	72,847,255	12,268,543	17	-	-		-	-	
Employee benefits	68,806,841	5,942,173	9	-	-		-	-	
Professional services	3,954,587	1,395,520	35	-	-		-	507,347	
Tuition services	795,825	203,218	26	-	-		-	-	
Regional Education Service Center services	757,400	486,585	64	-	-		-	-	
Contracted maintenance and repair	10,285,148	1,922,613	19	-	-		60,504,913	3,787,131	6
Utilities	11,814,294	1,111,229	9	-	-		-	-	
Rentals and operating leases	1,008,513	268,885	27	-	-		-	-	
Miscellaneous contracted services	9,054,723	1,621,732	18	-	-		743,624	436,063	59
Maintenance and operations supplies	6,255,919	2,363,796	38	-	-		220,000	-	0
Textbook and other reading materials	1,100,604	151,200	14	-	-		-	-	
Testing materials	1,226,389	8,667	1	-	-		-	-	
Food Service	-	-	-	-	-		-	-	
General supplies and materials	12,426,524	4,106,727	33	-	-		45,243,150	10,646,952	24
Travel	2,265,081	43,586	2	-	-		-	-	
Insurance and bonding expenditures	3,424,733	47,327	1	-	-		-	-	
Election expenditures	149,716	386	0	-	-		-	-	
Depreciation	-	-	-	-	-		-	-	
Miscellaneous operating expenditures	2,695,906	414,772	15	-	-		-	-	
Debt principal	528,315	130,847	25	50,970,152	-	0	-	-	
Interest	60,849	16,444	27	41,579,873	16,895,540	41	-	-	
Other debt service expenditures (fees)	-	-	-	1,161,818	1,126,798	97	-	-	
Capital outlay	187,523	173,044	92	-	-		239,357,117	27,044,183	11
Total expenditures	567,075,628	109,234,774		93,711,843	18,022,338		346,068,803	42,421,677	
Other financing sources (uses):									
Other resources	-	-	-	-	154,022,245		-	2,089	
Sale of mineral interests	-	-	-	-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-	-	-	-		-	-	
Other non-operating revenues	-	-	-	-	-		-	-	
Residual equity	-	-	-	-	-		-	-	
Other uses	-	-	-	-	(156,105,140)		-	-	
Loss on Sale of Property	-	-	-	-	-		-	-	
Total other financing sources (uses)	-	-		-	(2,082,895)		-	2,089	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (31,532,203)	\$ (64,029,459)		\$ (3,023,022)	\$ (20,059,173)		\$ (343,818,803)	\$ (42,206,471)	

¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

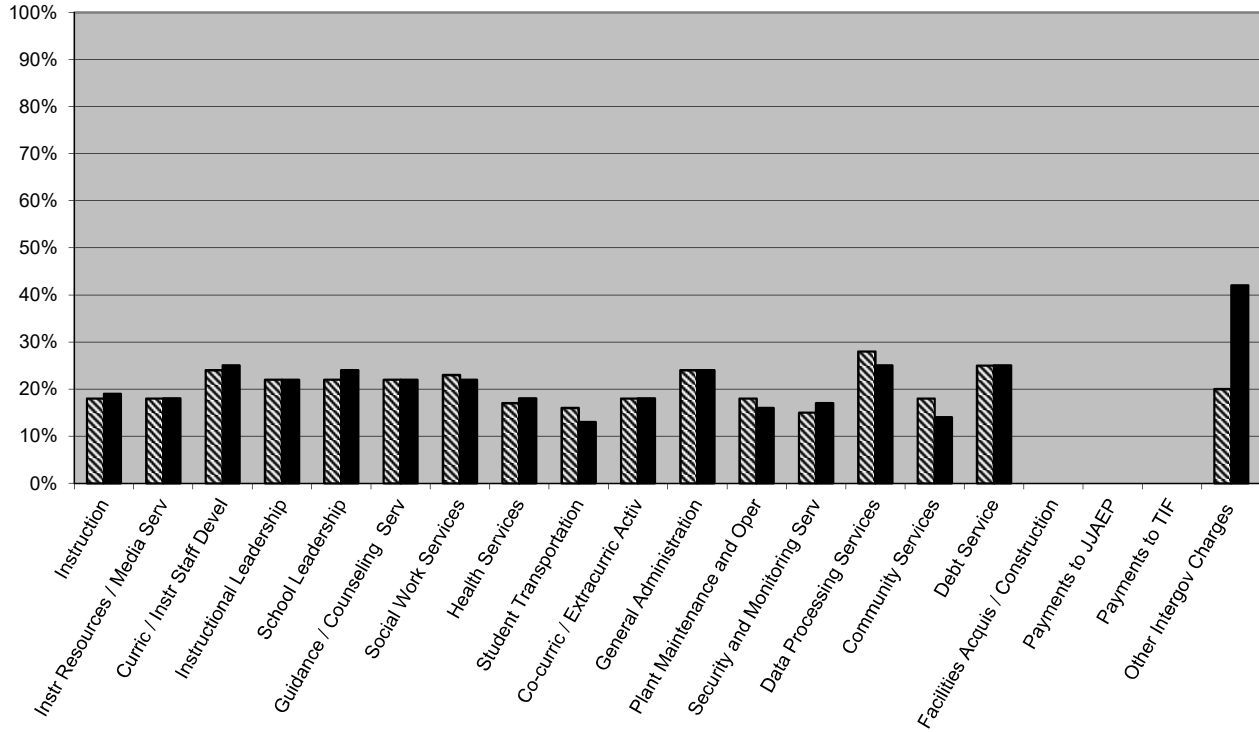
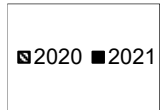
Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 388,144,994	\$ 63,688
-	-		-	-		-	-		620,000	134,467
555,000	6,291	1 %	882,621	77,247	9 %	131,436	-	0	7,426,332	831,818
5,449,952	15,963	0	-	-		-	-		5,776,452	18,204
175,000	-	0	-	-		1,998,418	151,362	8	225,631,840	44,326,284
27,999,349	251,474	1	-	-		46,677,627	13,339,336	29	84,752,031	13,931,704
<u>34,179,301</u>	<u>273,728</u>		<u>882,621</u>	<u>77,247</u>		<u>48,807,481</u>	<u>13,490,698</u>		<u>712,351,649</u>	<u>59,306,164</u>
1,313,419	331,475	25	-	-		31,435,638	15,916,176	51	390,178,541	92,805,132
11,212,656	1,619,729	14	-	-		6,097,249	969,795	16	90,157,160	14,858,066
2,207,542	280,321	13	-	-		856,470	346,757	40	71,870,853	6,569,251
-	-		75,000	6,322	8	-	-		4,029,587	1,909,189
-	-		-	-		455,000	18,913	4	1,250,825	222,131
-	-		-	-		-	-		757,400	486,585
338,000	161,011	48	-	-		16,125	600	4	71,144,186	5,871,356
150,419	17,260	11	-	-		3,000	-	0	11,967,713	1,128,490
25,000	3,595	14	-	-		-	-		1,033,513	272,481
1,534,000	58,746	4	-	-		4,829,535	84,614	2	16,161,881	2,201,155
600,276	35,959	6	-	-		128,895	-	0	7,205,091	2,399,755
500	-	0	-	-		142,157	7,383	5	1,243,261	158,583
-	-		-	-		150,742	40,153	27	1,377,131	48,820
14,979,282	1,130,012	8	-	-		-	-		14,979,282	1,130,012
750,757	392,746	52	-	-		3,299,815	190,243	6	61,720,246	15,336,667
17,500	5,938	34	-	-		1,091,176	-	0	3,373,757	49,523
20,701	-	0	-	-		-	-		3,445,434	47,327
-	-		-	-		-	-		149,716	386
-	-		-	-		-	-		-	-
170,500	312,001	183	-	-		131,679	3,599	3	2,998,085	730,372
-	-		-	-		-	-		51,498,467	130,847
-	-		-	-		-	-		41,640,722	16,911,983
-	-		-	-		-	-		1,161,818	1,126,798
620,000	-	0	-	-		170,000	-		240,334,640	27,217,227
<u>33,940,552</u>	<u>4,348,792</u>		<u>75,000</u>	<u>6,322</u>		<u>48,807,481</u>	<u>17,578,234</u>		<u>1,089,679,307</u>	<u>191,612,136</u>
-	-		-	-		-	-		-	154,024,334
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(156,105,140)
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(2,080,806)
<u>\$ 238,749</u>	<u>\$ (4,075,064)</u>		<u>\$ 807,621</u>	<u>\$ 70,925</u>		<u>\$ -</u>	<u>\$ (4,087,536)</u>		<u>\$ (377,327,658)</u>	<u>\$ (134,386,777)</u>

**General Operating Fund
% of Budget Recognized
Revenues and Other Sources
(for the three months ending September 30)**

■ 2020 ■ 2021

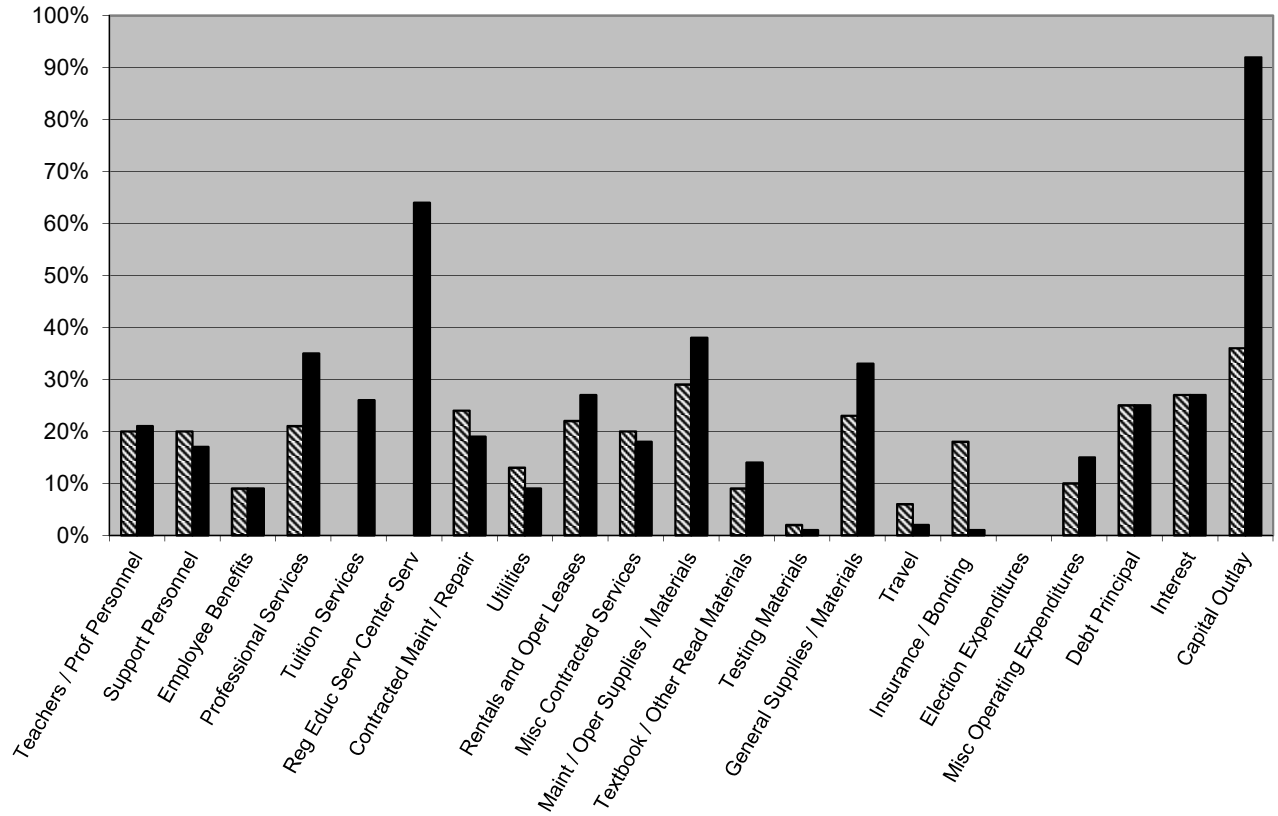


**General Operating Fund
% of Budget Spent
Expenditures by Function
(for the three months ending September 30)**



**General Operating Fund
% of Budget Spent
Expenditures by Object
(for the three months ending September 30)**

▨ 2020 ■ 2021



Schedule of Cash and Short-term Investments
All Funds
September 30, 2020

General Fund:	
Checking Account	\$ 10,330,064
Money Market	-
Lone Star	70,373,363
TexPool	5,334,958
LOGIC	<u>78,493,564</u>
Total General Fund	<u>164,531,948</u>
Debt Service Fund:	
Checking Account	10,202
TexPool	156,668
LOGIC	13,995,860
Lone Star	33,362,631
Debt Service Fund	<u>47,525,361</u>
Capital Projects Fund:	
Checking Account	7,773,596
TexPool	102
LOGIC	135,516,280
Lone Star	<u>167,431,141</u>
Total Capital Projects Fund	<u>310,721,119</u>
Food Service Fund:	
Checking Account	24,507
TexPool	23,969
LOGIC	1,978,361
Lone Star	<u>6,311,707</u>
Total Food Service Fund	<u>8,338,544</u>
Natural Gas Fund:	
LOGIC	6,847,567
Lone Star	<u>6,041,710</u>
Total Natural Gas Fund	<u>12,889,277</u>
Other Special Revenue Funds:	
Checking Account	<u>24,631</u>
Total Other Special Revenue Funds	<u>24,631</u>
Internal Service Fund:	
Checking Account	59,365
LOGIC	<u>5,378,605</u>
Total Internal Service Fund	<u>5,437,970</u>
Agency Fund:	
Checking Account	4,750,149
LOGIC	<u>376,136</u>
Total Agency Fund	<u>5,126,285</u>
Total Cash and Investments	<u><u>\$ 554,595,135</u></u>

Arlington Independent School District
Tax Collections Report
For the period ended September 30, 2020

	<u>September 2020</u>	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current	\$ (81,380)	\$ 397,877,095	\$ 375,385,632
Delinquent	15,404	2,502,389 ¹	3,400,061
P & I	<u>117,053</u>	<u>3,183,698</u> ²	<u>2,579,419</u>
Total Tax Collections	<u>\$ 51,077</u>	<u>\$ 403,563,182</u>	<u>\$ 381,365,112</u>

	<u>Current Tax</u>	<u>Delinquent Tax</u>	<u>Totals</u>
Original Tax Levy	\$ 400,301,324	\$ 20,280,667	\$ 420,581,991
Adj to Date	1,708,476	(2,573,091)	(864,615)
Adj Tax Levy	402,009,800	17,707,576	419,717,376
Collections To Date	397,877,095	2,502,389	400,379,484
O/S Tax 9/30/20	4,132,705	15,205,187	19,337,892

	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current % Coll	98.9720%	99.0326%
Delinquent % Collected	14.1317%	19.8662%
Total % Coll	99.5945%	99.9296%

¹ \$ 1,514,465 has been accrued to the 2019-2020 year

² \$ 369,739 has been accrued to the 2019-2020 year.

Arlington Independent School District Board of Trustees Communication

Meeting Date:	November 5, 2020	Consent Item
Subject:	Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers	

Purpose:

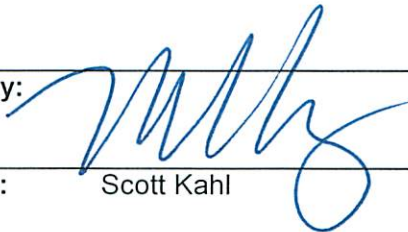
The purpose of this consent item is to approve the Texas Teacher Evaluation and Support System (T-TESS) list of district administrators who evaluate teachers through T-TESS. The proposed list of additional appraiser(s) for the 2020-2021 school year is attached for consideration.

Background:

Per Board Policy DNA (Legal) a campus administrator who is a certified T-TESS appraiser and approved by the Board, shall conduct a teacher’s appraisal. Under Section 21.351(c) of the Texas Education Code, appraisers under the Texas Teacher Evaluation and Support System (T-TESS) must be the teacher’s supervisor or a person approved by the Board of Trustees.

Recommendation:

The administration recommends the Board approve the Texas Teacher Evaluation and Support System list of additional appraisers for the school year 2020-2021.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Scott Kahl Date: October 27, 2020
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**Arlington ISD
T-TESS Appraiser List
2020 - 2021**

Name	Role	Location
Teri Williams-Lee	Assistant Principal	Lamar
Brittany Gregory	Coordinator	SPED

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date:	November 5, 2020	Consent Item
Subject:	Class Size Waiver Request	

Purpose:

To provide the Arlington ISD Board of Trustees the opportunity to approve the request for a class size waiver for the following campuses and grade levels:


Starrett Elementary	KG
Starrett Elementary	1 st
Williams Elementary	1 st
Miller Elementary	3 rd
West Elementary	4 th

Background:

Texas public school districts can request a class size waiver from the 22:1 state mandated ratio of students to teacher in grades KG through 4th grade. If a grade level goes out of compliance, the superintendent can submit a request for a class size waiver to TEA for the affected campus and grade level.

Recommendation:

The Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Mark Strand <hr/> Date: October 27, 2020
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