

**ARLINGTON INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
Thursday, February 17, 2022  
5:00 p.m.**

**NOTICE of Regular Meeting of the Board of Trustees at the Administration Building, Board Room, 690 East Lamar Boulevard, Arlington, Texas**  
*Meetings may be viewed online at [www.aisd.net](http://www.aisd.net).*

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](http://www.aisd.net)**. One or more members of the Board of Trustees may participate in this meeting via videoconference call. A quorum of the Board of Trustees will be physically present at the Administration Building.

*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 or non-agenda item shall be required to register at <https://www.aisd.net/boardmeetingspeakerrequest> **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., Board Chamber**

**CLOSED MEETING: Board Conference Room**

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. Administrative Appointments/Personnel Ratification
2. Water Main Easement Necessary to Install a Public Water Main within 0.3291 acres (14,336 square feet) being a Portion of Lot 21, John Huitt Addition, an Addition to the City of Arlington, Tarrant County, Texas, According to the Plat Recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and also Described in the Deed to Arlington Independent School District, Recorded in Volume 3104, Page 411, Volume 2730, Page 304, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.)

**RECONVENE INTO OPEN SESSION: Board Room**  
*(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 Performance by Young Junior High Choir, “Young Men”
- B. Student of the Month
- C. Community Engaged for Excellence Award of Appreciation
- D. National Merit Semifinalists, National Hispanic Scholars, National African American Scholars, and Rural and Small-Town Recognition Scholars

**APPOINTMENTS:**

- A. Consider Ratification of Administrative Appointments: (pg. 7)  
Assistant Principal for Lamar High

**PUBLIC HEARING:** None

**OPEN FORUM FOR AGENDA ITEMS:**

Must Pre-Register. Registration 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 two (2) 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 a Resolution and a Water Main Easement Necessary to Install a Public Water Main within 0.3291 acres (14,336 square feet) being a Portion of Lot 21, John Huitt Addition, an Addition to the City of Arlington, Tarrant County, Texas, According to the Plat Recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and also Described in the Deed to Arlington Independent School District, Recorded in Volume 3104, Page 411, Volume 2730, Page 304, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.) (pg. 8)

**DISCUSSION / ACTION:**

- A. COVID-19 School Operations Update

**CONSENT AGENDA:**

- A. Approval of Donations to Arlington Independent School District (pg. 17)
- B. Approval of Bids, Purchases, Construction Items (pg. 20)
  - 22-06f Academic Educational Consultants and Professional Development Services
  - 22-10e Outside Contracted Services
  - 22-23 Construction Manager at-Risk (CMAR) Arlington High School Fine Arts & Dual Language Academy
- C. Approval of Purchases Greater Than \$50,000 Exempt from Bid (pg. 29)
  - 22-02-17-001 Copier, Printing Equipment Purchases, Maintenance and Supplies
  - 22-02-17-002 Bond Project Management Software
  - 22-02-17-003 Maintenance, Repair and Operations Supplies and Related Services
  - 22-02-17-004 Employee Wellness Program
  - 22-02-17-005 Day School Support Services
  - 22-02-17-006 Modular Buildings Rental
  - 22-02-17-007 Student Certifications
- D. Approval of Budget Amendment (pg. 31)
- E. Approval of the US Department of Labor 2022 Prevailing Wage Scale for Tarrant County for the 2019 Bond Program – Phase I, II, III and Miscellaneous District Construction Projects (pg. 34)
- F. Approval of Interlocal Agreement with Region X Education Service Center Multi-Region Purchasing Cooperative (pg. 43)

**DISCUSSION:**

- A. House Bill 3 and District Improvement Plan Progress Monitoring Update (pg. 57)
- B. 2019 Bond Update (pg. 58)

**OPEN FORUM FOR NON-AGENDA ITEMS:**

Must Pre-Register. Registration 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 two (2) 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:**

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**

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*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.

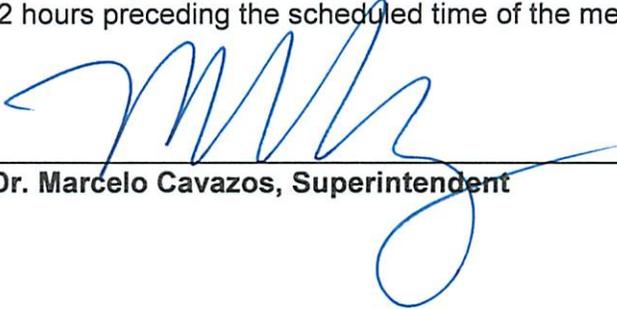
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

- 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 14<sup>th</sup> day of February, 2022 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, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



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**Dr. Marcelo Cavazos, Superintendent**

## Arlington Independent School District Board of Trustees Communication

<b>Meeting Date:</b>	February 17, 2022	<b>Action Item</b>
<b>Subject:</b>	Ratification of Administrative Personnel	

**Purpose:**

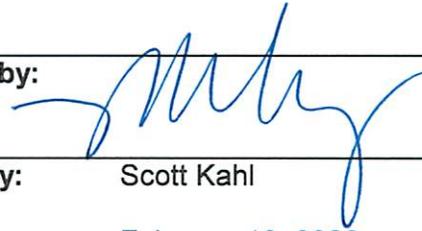
The purpose of this action item is to ratify the appointment of the Assistant Principal for Lamar High.

**Background:**

Screening and interview committee consisting of administrative staff has submitted the name to the Superintendent for consideration.

**Recommendation:**

The administration recommends the Board ratify the appointment of the applicant for the administrative position listed above as discussed in Executive Session.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b>  <hr/> <b>Prepared by:</b> Scott Kahl <b>Date:</b> February 10, 2022
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## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** February 17, 2022

**Action Item**

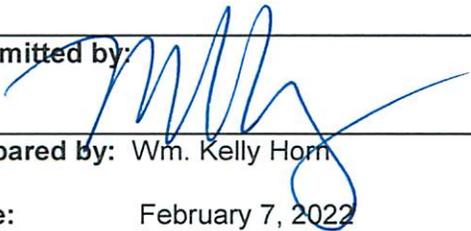
**Subject:** Consider a Resolution and a Water Main Easement necessary to install a public water main within 0.3291 acres (14,336 square feet) being a portion of Lot 21, John Huitt Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and also described in the deed to Arlington Independent School District, recorded in Volume 3104, Page 411, Volume 2730, Page 304, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.)

**Purpose:** To provide the Board of Trustees the opportunity to consider approving a resolution and granting a water main easement to the City of Arlington to install a public water main within 0.3291 acres (14,336 square feet) being a portion of Lot 21, John Huitt Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and also described in the deed to Arlington Independent School District, recorded in Volume 3104, Page 411, Volume 2730, Page 304, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.)

**Background:** The City of Arlington requires a permanent water main easement for the installation, operation, and maintenance of a larger, permanent Public Water Main on the north and east property boundaries of the Carter Junior High School site. The water main installation includes all incidental underground attachments, equipment and appurtenances, including, but not limited to valves, valve boxes, and lateral line connections under and across a portion of the property and more fully described in Exhibit "A" of the Water Main Easement Dedication attached hereto and incorporated herein for all pertinent purposes.

The Arlington Independent School District and adjacent properties will benefit from improved water service associated with the larger, newer water main. Additionally, the City of Arlington will pay for the improvements and associated costs to improve the water main.

**Recommendation:** The administration recommends approving the resolution and granting a permanent water main easement to the City of Arlington to install a public water main within 0.4963 acres (21,620 square feet) being a portion of Lot 21, John Huitt Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the plat recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and also described in the deed to Arlington Independent School District, recorded in Volume 3104, Page 411, Volume 2730, Page 304, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.)

<p><b>Submitted to:</b></p>  <p>Board of Trustees Arlington Independent School District</p>	<p><b>Submitted by:</b></p> 
	<p><b>Prepared by:</b> Wm. Kelly Horn</p>
	<p><b>Date:</b> February 7, 2022</p>

After recording, return to:  
Stuart Young, Real Estate Manager  
City of Arlington-Community Development and Planning  
P.O. Box 90231, MS#01-0260  
Arlington, Texas 76004-3231

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**CITY OF ARLINGTON  
PUBLIC WATER MAIN EASEMENT**

**THE STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF TARRANT**

**T**HAT in this instrument the following definitions shall apply:

**GRANTOR:** **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, an independent school district, a local unit of government, duly organized and operating under the laws of the State of Texas, acting by and through Dr. Marcelo Cavazos, its Superintendent of Schools of the County of Tarrant, State of Texas;

**GRANTEE OR CITY:** **City of Arlington**, a municipal corporation of Tarrant County, Texas;

**CONSIDERATION:** The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to Grantor by reason of the Facilities, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

**PROPERTY:** A portion of Lot 21 of the John Huitt Addition, an addition to the City of Arlington, Tarrant County, Texas according to the plat on file at Vol. 388-156 Page 96 of the Official Plat Records of Tarrant County, Texas, and more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes as if copied here verbatim;

**PUBLIC USE:** construction activities necessary to install a public water supply and service main together with all necessary appurtenances thereto (collectively, the "Facilities"),

**T**HAT, Grantor for the consideration described herein, does hereby convey, dedicate, set apart, and reserve to Grantee the Temporary Construction Easement for the Public Use upon the following terms and conditions:

1. Grantee shall have the right to forbid, prevent, remove, and keep removed from the Easement any and all structures, fences, trees, shrubs, excavations, impoundments of water, grade or elevation changes, and any other obstructions or encroachments which may, in the sole judgment of the Grantee, endanger or interfere with the Grantee's use and enjoyment of the Easement; together with the right and privilege during the term of the Easement to enter said Easement tract or parcel of land, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement.

2. The construction of the Facilities is a purpose that benefits the public interest of Grantor.
3. The Facilities shall be created, financed, designed, and constructed, by the City at its expense.
4. The title and right to possession of the Property shall revert to Grantor if the City ceases to use the Property to carry out the Public Use.
5. Upon completion of construction of the Facilities all surplus excavation, debris, trash or litter resulting from said activities shall be cleaned up and hauled off the premises, and the surface of the Easement property shall be restored substantially to its original contour and condition.
6. Nothing in this easement shall be construed as a waiver by the City of any connection charge or charges imposed by ordinance or Charter of the City of Arlington.
7. This easement shall be construed according to the laws of the State of Texas, specifically Local Government Code 272.001.

**GRANTOR DOES HEREBY COVENANT AND AGREE to WARRANT AND FOREVER DEFEND** title to the Easement herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

**TO HAVE AND TO HOLD** said Easement unto the City of Arlington, its successors and assigns for the term described herein.

**W**ITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



By: Kecia Mays  
Title: Board President

*acknowledgement on following page*

THE STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT       §

**BEFORE ME**, the undersigned authority, on this day personally appeared **Kecia Mays**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **Arlington Independent School District**, an independent school district, a local unit of government, and that he executed the same as the Board President of such independent school district for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

My commission expires on \_\_\_\_\_

**EXHIBIT "A"**

**PARCEL NO. 1  
PERMANENT WATER EASEMENT  
LOT 21, JOHN HUITT ADDITION  
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS**

**BEING** a 0.3291 acre tract of land located in the City of Arlington, Tarrant County, Texas, said 0.3291 acre tract of land being a portion of **LOT 21, JOHN HUITT ADDITION**, being an Addition to the said City and State, according to the plat recorded in Volume 388-156, Page 96, Plat Records, Tarrant County, Texas (P.R.T.C.T.), said 0.3291 acre tract of land also being a portion of that certain tract of land conveyed to the **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, by deeds recorded in Volume 3104, Page 411, Volume 2730, Page 403, Volume 2649, Page 342 and Volume 2717, Page 335, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.3291 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1 inch iron pipe found at a north lot corner of said Lot 21, same being the southerly most southeast block corner of Block 7, College Oaks Addition, being an Addition to the said City and State, according to the plat recorded in Volume 388-6, Page 129, P.R.T.C.T., said beginning point being the southwest lot corner of Lot AR, First Christian Church Subdivision, being an Addition to the said City and State, according to the plat recorded in T.C.C.I. NO. D196192582, O.P.R.T.C.T.;

**THENCE** South 89°08'39" East, along the north lot line of said Lot 21 and along the south lot line of said Lot AR, 544.16 feet to the northeast lot corner of said Lot 21, same being the northwest lot corner of Lot 27, John Huitt Addition, being an Addition to the said City and State, according to the plat recorded in T.C.C.I. NO. D203288623, O.P.R.T.C.T.;

**THENCE** South 00°03'54" East, along the east lot line of said Lot 21 and along the west lot line of said Lot 27, 546.70 feet to a 1/2 inch iron rod found at the southeast lot corner of said Lot 21, same being the southwest lot corner of said Lot 27, said iron rod found also being on the north right-of-way line of Tharp Street (being a variable width public right-of-way), said corner also being at the beginning of a non-tangent curve to the right having a radius of 929.97;

**THENCE** along the said right-of-way line and along the curve to the right, an arc length of 10.03 feet, and across and a chord which bears North 85°37'01" West, a chord length of 10.03 feet;

**THENCE** departing the said right-of-way line, over and across the said Lot 21 the following courses and distances:

North 00°03'54" West, 536.08 feet;

North 89°08'39" West, 524.10 feet;

South 00°24'00" East, 9.78 feet;

South 89°36'00" West, 387.14 feet to the southeast line of an existing utility and flood easement, as shown on and dedicated by said John Huitt Addition (Volume 388-156, Page 96);

**THENCE** North 81°12'55" East, along the said easement line, 68.58 feet to the south line of an existing 10 feet wide utility easement, as shown on and dedicate by the said John Huitt Addition (Volume 388-156, Page 96);

**THENCE** North 89°36'00" East, along the south line of the 10 feet wide utility easement, 309.29 feet to the southeast corner of the said easement;

**EXHIBIT "A"**

**PARCEL NO. 1  
PERMANENT WATER EASEMENT  
LOT 21, JOHN HUITT ADDITION  
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS**

**THENCE** North 00°24'00" West, along the east line of the said easement, 10.00 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.3291 acres (14,336 square feet)** of land, more or less.

The bearings recited hereinabove are based on a local coordinate system based on NAD83 Texas North Central Zone 4202, derived from GPS RTK observations using the North Texas VRS Network (maintained by Allterra Central, Inc.)

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.



12/23/21

Date

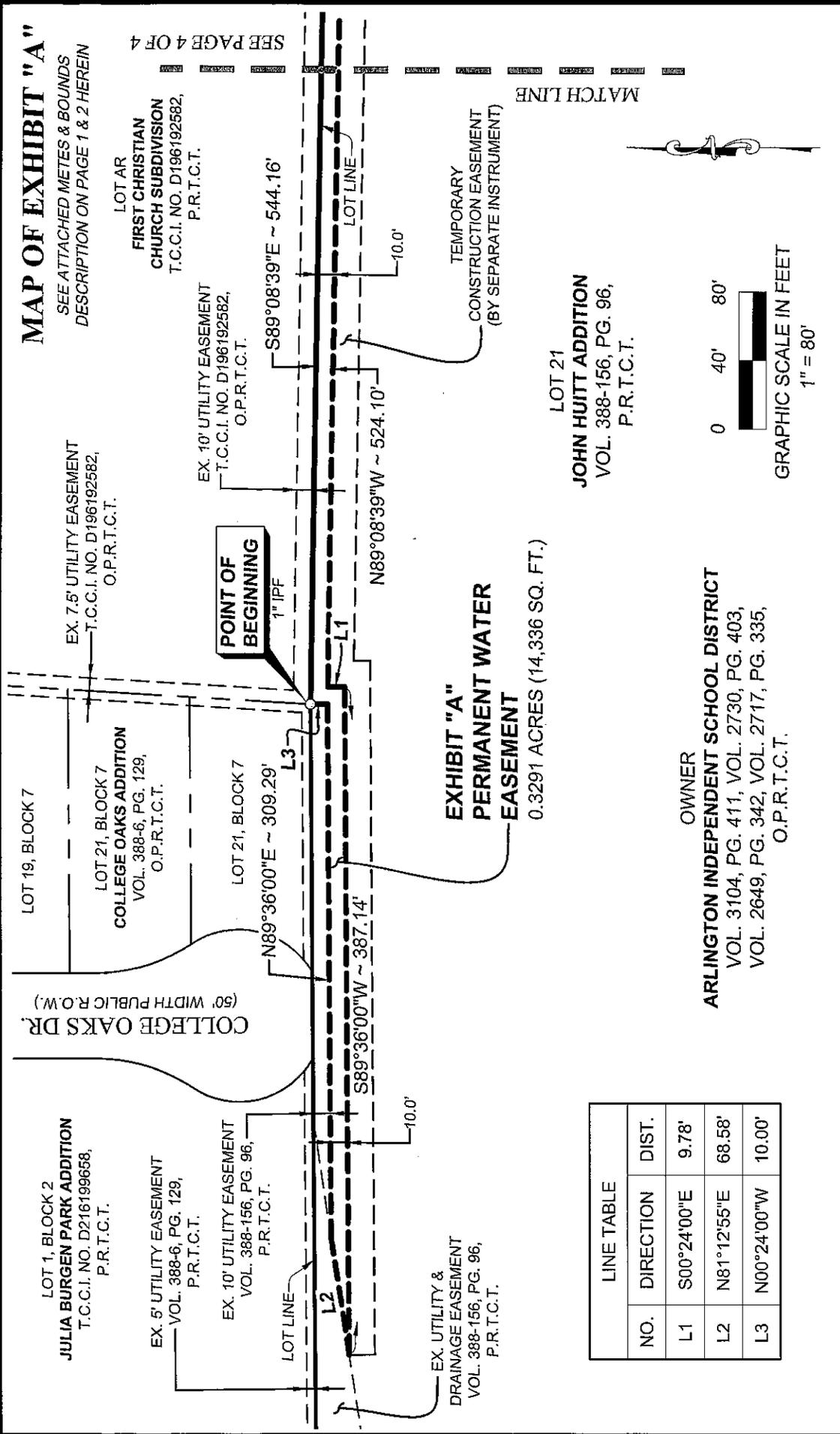
Eric S. Spooner, RPLS  
Spooner & Associates, Inc.  
Texas Registration No. 5922  
TBPLS Firm No. 10054900



# MAP OF EXHIBIT "A"

SEE ATTACHED METES & BOUNDS DESCRIPTION ON PAGE 1 & 2 HEREIN

SEE PAGE 4 OF 4



**EXHIBIT "A"**  
**PERMANENT WATER EASEMENT**  
 0.3291 ACRES (14,336 SQ. FT.)

LINE TABLE		
NO.	DIRECTION	DIST.
L1	S00°24'00"E	9.78'
L2	N81°12'55"E	68.58'
L3	N00°24'00"W	10.00'

**OWNER**  
**ARLINGTON INDEPENDENT SCHOOL DISTRICT**  
 VOL. 3104, PG. 411, VOL. 2730, PG. 403,  
 VOL. 2649, PG. 342, VOL. 2717, PG. 335,  
 O.P.R.T.C.T.

**LOT 21**  
**JOHN HUITT ADDITION**  
 VOL. 388-156, PG. 96,  
 P.R.T.C.T.



**SPOONER & ASSOCIATES**  
 REGISTERED PROFESSIONAL LAND SURVEYORS  
**OVER 25 YEARS OF SERVICE**

309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039  
 (817) 685-8448 WWW.SPOONERSURVEYORS.COM  
 TBPLS FIRM NO. 10054900

PAR. 1 ~ ARLINGTON ISD ~ EXH "A" ~ PG. 3 OF 4

**PERMANENT WATER EASEMENT**  
**CITY OF ARLINGTON**  
**TARRANT COUNTY, TEXAS**

PROPERTY: LOT 21, JOHN HUITT ADDITION; VOL. 388-156, PG. 96; P.R.T.C.T. | WHOLE PROPERTY ACREAGE: CALLED 13.9512 ACRES (PLAT) 21171 WATER ESMT.dwg | DATE: 12-16-2021 | DRAWN BY: R. HENDERSON | CHECKED BY: E. SPOONER



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

<b>Meeting Date:</b> February 17, 2022	<b>Consent Item</b>
<b>Subject:</b> Donations	

**Purpose:**

To provide the Board of Trustees the opportunity to approve donations made to the District.

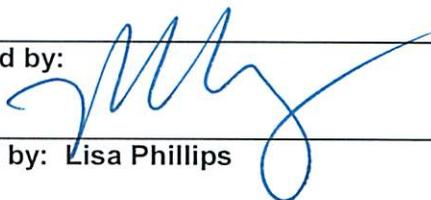
**Background:**

The District receives donations from multiple individuals and organizations to various campuses and departments throughout the AISD. Most are cash donations, however, sometimes consumable supplies, specific equipment or other educational supplies are donated. Each donation is vetted through a process to ensure the donation fits within the policies, procedures and guidelines of the District.

According to policy CDC(Local), any gift that the potential donor has expressly made conditional upon the District's use for a specified purpose, or any gift of real property, shall require Board approval. It is recommended that the donations listed on the attached document be approved for the intended campuses or departments.

**Recommendation:**

The Administration recommends approval of donations as presented.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Lisa Phillips
	<b>Date:</b> 2/7/2022



TO: Darla Moss  
Chief Financial Officer

FROM: Lisa Phillips  
Director of Purchasing

DATE: **February 17, 2022**

Arlington ISD to accept cash donation from Carey's Sporting Goods	\$	300.00
Arlington ISD to accept cash donation from AllPlayers Network, Inc.	\$	400.00
Arlington ISD to accept hand sanitizer from GOJO Industries, Inc.	\$	164,286.00
Dan Dipert CTC/FFA to accept cash donation from Martin Sprocket Inc.	\$	1,750.00
Dan Dipert CTC to accept cash donation from Judy Tapp	\$	3,500.00
Arlington High School to accept cash donation from AHS Cheerleader Booster Club	\$	3,636.41
Bowie High School to accept cash donation from AXLE Logistics, LLC	\$	1,500.00
Bowie High School to accept cash donation from BHS Boy's Basketball Booster Club	\$	3,080.00
Martin High School to accept cash donation from Alumni Class of 1990-1991	\$	3,000.00
Martin High School to accept cash donation from Toyota Motor North America, Inc.	\$	10,000.00
Martin High School to accept cash donation from Warrior Golf Booster Club	\$	6,900.00
Martin High School to accept cash donation from Carol S. Cronkrite Estate	\$	3,000.00
Sam Houston High School to accept cash donation from SHHS CC & Track Booster Club	\$	5,600.00

Sam Houston High School to accept cash donation from Top Sports Production LLC	\$	500.00
Sam Houston High School to accept cash donation from Crystal R.Timmerman	\$	1,500.00
Sam Houston High School to accept cash donation from Gospel City Church	\$	1,000.00
Sam Houston High School to accept cash donation from David Malott	\$	300.00
Sam Houston High School to accept cash donation from Joyce Hague	\$	400.00
Sam Houston High School to accept cash donation from SHHS Alumni Association	\$	1,625.00
Venture High School to accept cash donation from Beverly & Clifford Jacobs	\$	2,000.00
	<b>Total \$</b>	<b>214,277.41</b>
	<b>Total year-to-date for 2021-2022 School Year \$</b>	<b>645,766.76</b>
	<b>Prior year total as of February 4, 2021 \$</b>	<b>506,811.68</b>
	<b>Total for the prior 2020-2021 School Year \$</b>	<b>1,082,595.21</b>

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

**Meeting Date:** February 17, 2022

**Consent Item**

**Subject:** Bids

**Purpose:**

To provide the Board of Trustees the opportunity to approve the purchase of goods and services.

**Background:**

Bids presented on the consent agenda:

- 22-06f Academic Educational Consultants and Professional Development Services
- 22-10e Outside Contracted Services
- 22-23 Construction Manager at-Risk (CMAR) Arlington High School Fine Arts & Dual Language Academy

**Recommendation:**

The Administration recommends approval of the bids.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Lisa Phillips
	<b>Date:</b> 2/1/2022



**Arlington**  
INDEPENDENT SCHOOL DISTRICT  
*More Than a Remarkable Education*

**TO:** Darla Moss  
Chief Financial Officer

**FROM:** Lisa Phillips  
Director of Purchasing

**DATE:** February 17, 2022

**RE:** **RFP 22-06f Academic Educational Consultants and Professional Development Services**

Request for Proposal 22-06f 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 contracts for services, quotes will be obtained from the approved bidders as needed. Services provided under this RFP included educational consulting services, trainers, and professional development speakers. This contract has the option to extend for an additional one-year term.

It is recommended that all vendors meeting specifications be approved.

cc: Tammy Craig  
Senior Director of Business Services

Alice Hamrick  
Executive Director of Financial Services

**Arlington Independent School District**  
**RFP #22-06f Academic Educational Consultants and Professional Development Services**  
**Effective Dates: February 18, 2022- June 30, 2022**

<b>Vendor Number</b>	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Contact Email</b>	<b>HUB</b>
4452	American Institutes for Research (American Institutes for Research in the Behavioral Sciences)	Arlington	VA	bids_dom@air.org	NONE
8169	Multi-Health Systems Inc.,	Toronto	ON Canada	jodi.kennis@mhs.com	NONE
Not Set Up	United Training (United Training Commercial, LLC)	Dallas	TX	AR@unitedtraining.com	NONE
Not Set Up	Equal Opportunity Schools	Seattle	WA	officemgr@eoschools.org	NONE
9343	Paul H. Brookes Publishing Co., Inc.	Baltimore	MD	cchapman@brookespublishing.com	NONE
10285603	Penguin Random House LLC	New York	NY	rjeanfrancois@penguinrandomhouse.com	NONE
10285815	Chris in the Classroom (Shoof Productions, LLC)	La Vista	NE	shoof821@aol.com	SBE

**Total Estimated Award: \$3,000,000.00**



**Arlington**  
INDEPENDENT SCHOOL DISTRICT  
*More Than a Remarkable Education*

**TO:** Darla Moss  
Chief Financial Officer

**FROM:** Lisa Phillips  
Director of Purchasing

**DATE:** February 17, 2022

**RE:** **BID 22-10e Outside Contracted Services**

Bid Number **22-10e** is an annual contract for outside contracted services for all AISD departments. 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. Quotes will be obtained from the responding bidders as purchases and services are needed. Some of the items and services provided are aluminum ramps and stairs, crane rental, electrical services, fencing, parking lot striping, and waterproofing.

It is recommended that all vendors meeting specifications be approved.

cc: Tammy Craig  
Senior Director of Business Services

Alice Hamrick  
Executive Director of Financial Services

**Arlington Independent School District  
 Bid #22-10 Outside Contracted Services  
 Effective Dates: February 18, 2022- June 30, 2022**

Vendor Number	Responding Supplier	City	State	Contact Email	HUB
Not Set Up	continued.com, LLC	Dallas	TX	heather.robertson@continued.com	
Not Set Up	Mind Above Matter	Fort Worth	TX	hirsch@mabovem.com	
Not Set Up	Full Compass Systems Ltd	Madison	WI	supplierreg@fullcompass.com	SBE
8169	Multi-Health Systems Inc.,	Toronto	ON Cana	jodi.kennis@mhs.com	
10283706	Group Travel Consultants	Orlando	FL	laurie@gogtc.com	
14501000	MakeMusic, Inc.	Louisville	CO		
10284982	Key Construction Texas LLC	Ft Worth	TX	klweatherford@keyconstruction.com	
10285862	Rachel Woodall	Hurst	TX		M/WBE
10275291	Presidio Networked Solutions Group, LLC	Dallas	TX		
10284299	Versadial Solution (Versadial Corporation)	Irvine	CA	genes@versadial.com	SBE
14614000	ARMKO INDUSTRIES	Flower Mound	TX	djones@armko.com	
465985008	SANDIA INTERNATIONAL INC	Arlington	TX	burtlpelletier@gmail.com	M/WBE,HUB
11179000	First Restoration	Arlington	TX	<a href="mailto:jfarley@firstrestore.com">jfarley@firstrestore.com</a>	

**Total Estimated Award: \$7,500,000.00**



**Arlington**  
INDEPENDENT SCHOOL DISTRICT  
*More Than a Remarkable Education*

**TO:** Darla Moss  
Chief Financial Officer

**FROM:** Lisa Phillips  
Director of Purchasing

**DATE:** February 17, 2022

**RE: RFQ 22-23 for Construction Manager at Risk for the 2019 Bond Program Phase 2 Bid Package 1 Arlington High School Fine Arts & Dual Language Academy**

RFQ Number **22-23** is for construction manager at risk for the 2019 Bond Program Phase 2 Bid Package 1 Arlington High School Fine Arts & Dual Language Academy. Ten proposals were received in response to the RFQ. Attached is a recommendation letter from William Kelly Horn, Assistant Superintendent of Facility Services, a letter from VLK Architects and the evaluation summary.

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

cc: Tammy Craig  
Senior Director of Business Services

Alice Hamrick  
Executive Director of Financial Services



**MEMORANDUM**

**TO:** Wm. Kelly Horn, Asst. Supt. of Facility Services  
**FROM:** Mike Parkos, Director of Facilities Planning & Construction  
**DATE:** February 4, 2022  
**SUBJECT:** Recommendation of Construction Manager at Risk for the 2019 Bond Program Phase 2, Bid Package 1, Arlington High School Fine Arts and Dual Language Academy Addition and Renovation Project

On January 16, 2022, the District issued Request for Qualifications (RFQ) #22-23, for Construction Manager at Risk (CMAR) for the 2019 Bond Program Phase 2, Bid Package 1, Arlington High School Fine Arts and Dual Language Academy Addition and Renovation Project. Ten qualifications statements were received in response to the RFQ. A two-step process was used to select the CMAR most qualified for the project.

A committee consisting of the following AISD Facility Planning and Construction Department staff and a representative from VLK Architects evaluated the qualification statements:

- Michael Parkos, Director of Facilities Planning and Construction
- Jaime Garcia, Senior Project Manager
- Steve Ross, Project Manager
- Shane Strawderman, Project Manager
- Jonathan Aldis, Principal, VLK Architects

In the first phase of the selection process, each firm was required to submit qualification statements detailing their firm profile, five relevant projects completed in the last five years, an organizational plan and project approach, proposed personnel for the project, current firm workload, consultant services, a Historically Underutilized Business (HUB) commitment, and firm references.

Ten (10) RFQ responses were received general contractors from the following:

- Byrne Potere, A Joint Venture
- Construction Zone of DFW, LLC
- Core Construction
- Hill & Wilkinson General Contractors
- Joeris General Contractors, Ltd.
- Lee Lewis Construction Company
- Pogue Construction Company LP

- Reeder General Contractors, Inc.
- Sedalco, Inc.
- Steele & Freeman, Inc.

After evaluating and scoring the CMAR qualification statements, all 10 firms that submitted their qualifications were ranked and the top five ranked firms were selected for interviews. These firms were asked to submit their Request for Proposals (RFP) with Pre-Construction Fees, Construction Fees, General Conditions, Bonds and Insurance Costs, in advance of the interview. The top five ranked firms are listed below:

- Hill & Wilkinson General Contractors
- Joeris General Contractors, Ltd.
- Pogue Construction Company LP
- Sedalco, Inc.
- Steele & Freeman, Inc.

Interviews for each of the five firms were conducted on January 28, 2022, by the evaluation committee. Each firm was asked to make a presentation focusing on their relevant experience and the qualities that made them the best and most uniquely qualified team to manage the addition and renovation needs for the Arlington High School Fine Arts and Dual Language Academy Addition and Renovation project.

Joeris General Contractors ranked the highest after all scoring was finalized. District administration is recommending Joeris General Contractors be approved as the CMAR for the 2019 Bond Program Phase 2, Bid Package 1, Arlington High School Fine Arts and Dual Language Academy Addition and Renovation Project. The project is being assigned to the most qualified firm based on the demonstrated ability, capacity, and best value to the District as determined by the evaluation of qualifications, demonstrated experience, and interviews. Fees were negotiated by with the GC by District administration. Factors impacting the fees include scope of work, complexity of project and project site.

Administration recommends that the Board of Trustees approve the award of contract to Joeris General Contractors for the 2019 Bond Program Phase 2, Bid Package 1, Arlington High School Fine Arts and Dual Language Academy Addition and Renovation Project.

**RFP#22-23 Construction Manager at Risk (Two Step) Responses**

**2019 Bond Phase 2 Bid Package 1      Arlington High School Fine Arts and Dual Language Academy**

<b>CM Firm</b>	<b>RFQ Eval.</b>	<b>HUB %</b>	<b>RFQ Score</b>	<b>Preconstruction Phase Fee \$</b>	<b>Construction Phase Fee %</b>	<b>Construction Phase Fee \$</b>	<b>General Conditions \$</b>	<b>Fee / GC Insur / Bonds SDI Total</b>	<b>Fee/GC/Ins Score</b>	<b>Interview Score</b>	<b>Total Score</b>
<b>Joeris General Contractors, Ltd.</b>	86.75	20.00	43.38	\$38,000	1.90%	\$1,083,000	\$1,748,421	\$3,892,821	30.00	16.16	89.54
<b>Steele &amp; Freeman, Inc.</b>	87.30	20.00	43.65	\$0	1.50%	\$855,000	\$1,500,329	\$3,946,229	29.59	15.60	88.84
<b>Pogue Construction Company LP</b>	85.75	25.00	42.88	\$50,000	2.45%	\$1,396,500	\$1,810,014	\$4,696,514	25.21	16.32	84.40
<b>Hill &amp; Wilkinson General Contractors</b>	86.80	20.00	43.40	\$39,500	1.95%	\$1,111,500	\$1,746,120	\$4,591,820	25.78	14.88	84.06
<b>Sedalco, Inc.</b>	88.80	22.00	44.40	\$25,000	2.91%	\$1,658,700	\$1,620,445	\$4,941,365	23.96	15.60	83.96

## Arlington Independent School District Board of Trustees Communication

**Meeting Date:** February 17, 2022

**Consent Item**

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

**Purpose:**

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

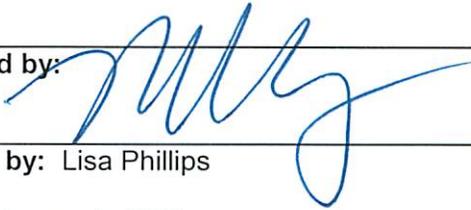
**Background:**

Board policy CH Local requires "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 requiring Board approval:

- 22-02-17-001 Copier, Printing Equipment Purchases, Maintenance and Supplies
- 22-02-17-002 Bond Project Management Software
- 22-02-17-003 Maintenance, Repair and Operations Supplies and Related Services
- 22-02-17-004 Employee Wellness Program
- 22-02-17-005 Day School Support Services
- 22-02-17-006 Modular Buildings Rental
- 22-02-17-007 Student Certifications

**Recommendation:**

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

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Lisa Phillips
	<b>Date:</b> February 1, 2022

**Arlington Independent School District**  
**Purchases Greater than \$50,000 Exempt from Bid**  
**Date: February 17, 2022**

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
22-02-17-001	Technology	Canon USA	Copier & Printing Equipment Purchases, Maintenance & Supplies	\$3,250,000.00	DIR-CPO-4437
22-02-17-002	Plant Services	e-Builder	e-Builder software services agreement and work order system for the management of Bond projects.	\$95,000.00	GSA
22-02-17-003	Departments and Campuses	Grainger	Maintenance, Repair and Operations (MRO) Supplies & Related Services (Additional Procurement Authority)	\$250,000.00	Omnia Partners
22-02-17-004	Human Resources	Humana Insurance Company	Employee Wellness Program (1 of 2 Extensions)	\$350,000.00	21-03 Renewal
22-02-17-005	Special Education	Merakey Allos	Day School Support Services	\$250,000.00	Interlocal Agreement
22-02-17-006	Plant Services	Mobile Modular	Rental of Modular Buildings for Berry Elementary (Roark location) during Bond Construction	\$175,000.00	TASB Buyboard
22-02-17-007	Career and Technology	Multiple Vendors	Industry Based Certification practice materials, exams & vouchers for all CTE programs of study with embedded certifications.	\$305,000.00	Non-competitive Procurement

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

**Meeting Date:** February 17, 2022

**Consent Item**

**Subject:** Budget Amendment #3 – General Fund and Construction Fund

**Purpose:**

To amend the 2021-22 General fund and Construction funds to reflect changes since the budget was adopted in June 2021.

**Background:**

General Fund-This budget amendment amends the 2021-2022 General Fund budget for items that were not included in the adopted budget. This amendment includes a correction to the ESSER attendance revenue to the correct federal account code

Net change to budget = (23,101)

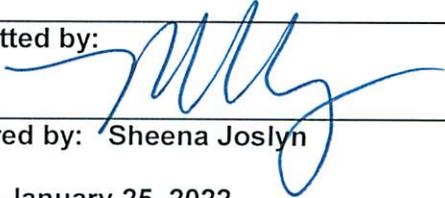
Construction Fund-The budget amendment corrects function 51 to the accurate balance per FY21 audit entries.

Net change to budget = (283,269)

Each fund is being presented to include functional changes. Functional changes do not impact the estimated ending fund balance.

**Recommendation:**

Administration recommends approval.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Sheena Joslyn <b>Date:</b> January 25, 2022

Arlington Independent School District  
2021-2022 Budget Amendment  
General Operating Fund

		Adopted Budget 2021-22	2021-22 Amended Budget As of January 2022	Proposed Budget Amendment	Proposed Amended Budget
<b>Revenues</b>					
5700	Local & Intermediate Revenue	353,888,434	353,902,469	\$ 176,252	\$ 354,078,721
5800	State Program Revenue	204,823,462	218,719,620	(13,896,158)	204,823,462
5900	Federal Program Revenue	12,482,985	12,482,985	13,896,158	26,379,143
	<b>Total Revenues</b>	<b>571,194,881</b>	<b>585,105,074</b>	<b>176,252</b>	<b>585,281,326</b>
<b>Other Resources</b>		-	2,647,512	-	2,647,512
	<b>Total Revenues and Other Resources</b>	<b>571,194,881</b>	<b>587,752,586</b>	<b>176,252</b>	<b>587,928,838</b>
<b>Expenditures</b>					
Function					
11	Instruction	351,843,517	359,472,785	(118,138)	359,354,646
12	Instructional Resources & Media Services	6,963,206	7,021,415	(3,867)	7,017,548
13	Curriculum & Staff Development	7,542,644	7,661,191	312,746	7,973,937
21	Instructional Administration	12,411,211	12,992,783	(13,997)	12,978,786
23	School Administration	34,041,805	34,298,131	32,965	34,331,096
31	Guidance & Counseling	32,358,201	33,355,374	3,136	33,358,510
32	Attendance & Social Work Service	2,284,378	2,337,546	-	2,337,546
33	Health Services	7,854,573	7,921,478	7,781	7,929,259
34	Pupil Transportation	17,825,195	18,374,952	25,259	18,400,211
35	Food Service	-	324,697	(53,632)	271,065
36	Extracurricular Activities	12,800,799	13,169,878	(2,314)	13,167,564
41	General Administration	13,837,073	14,031,160	1,943	14,033,103
51	Plant Maintenance & Operations	56,627,083	59,546,355	(1,434)	59,544,921
52	Security	10,398,307	10,441,547	(62,401)	10,379,146
53	Computer Processing	13,680,484	13,701,644	61,506	13,763,150
61	Community Services	519,079	563,289	800	564,089
71	Debt Service	589,164	589,164	-	589,164
81	Facility Acquisition & Construction	-	41,785	9,000	50,785
95	Student Tuition Non-public Schools	30,000	75,000	-	75,000
97	Payments to TIF	-	-	-	-
99	Other Intergovernmental Charges	2,458,600	2,458,600	-	2,458,600
	<b>Total Expenditures</b>	<b>584,065,320</b>	<b>598,378,774</b>	<b>199,353</b>	<b>598,578,127</b>
<b>Other Uses</b>		-	-	-	-
	<b>Total Expenditures and Other Uses</b>	<b>584,065,320</b>	<b>598,378,774</b>	<b>199,353</b>	<b>598,578,127</b>
	<b>Budgeted Surplus/(Deficit)</b>	<b>(12,870,439)</b>	<b>(10,626,188)</b>	<b>(23,101)</b>	<b>(10,649,289)</b>
	Beginning Fund Balance	244,496,048	244,496,048		244,496,048
	Projected Ending Fund Balance	231,625,609	233,869,860		233,846,759

Arlington Independent School District  
2021-2022 Budget Amendment  
Construction Fund

		Adopted Budget 2021-22	2021-22 Amended Budget As of January 2021	Proposed Budget Amendment	Proposed Amended Budget
<b>Revenues</b>					
5700	Local & Intermediate Revenue	\$ 433,102.00	\$ 433,102	-	\$ 433,102
5800	State Program Revenue	-	-	-	-
5900	Federal Program Revenue	-	-	-	-
<b>Total Revenues</b>		<b>433,102</b>	<b>433,102</b>	<b>-</b>	<b>433,102</b>
<b>Other Resources</b>		-	-	-	-
<b>Total Revenues and Other Resources</b>		<b>433,102</b>	<b>433,102</b>	<b>-</b>	<b>433,102</b>
<b>Expenditures</b>					
<u>Function</u>					
11	Instruction	12,381,731	20,874,083	(7,028)	20,867,055
12	Instructional Resources & Media Services	-	-	-	-
13	Curriculum & Staff Development	-	-	-	-
21	Instructional Administration	-	-	-	-
23	School Administration	-	-	-	-
31	Guidance & Counseling	-	-	-	-
32	Attendance & Social Work Service	-	-	-	-
33	Health Services	-	-	-	-
34	Pupil Transportation	2,082,738	2,082,738	-	2,082,738
35	Food Service	-	-	-	-
36	Extracurricular Activities	406,267	406,267	-	406,267
41	General Administration	-	-	-	-
51	Plant Maintenance & Operations	7,859,962	8,289,298	553,833	8,843,131
52	Security	-	-	-	-
53	Computer Processing	23,431,498	14,557,644	7,028	14,564,672
61	Community Services	-	-	-	-
71	Debt Service	-	-	-	-
81	Facility Acquisition & Construction	333,555,008	362,992,202	(837,102)	362,155,100
95	Student Tuition Non-public Schools	-	-	-	-
97	Payments to TIF	-	-	-	-
99	Other Intergovernmental Charges	-	-	-	-
<b>Total Expenditures</b>		<b>379,717,203</b>	<b>409,202,231</b>	<b>(283,269)</b>	<b>408,918,962</b>
<b>Other Uses</b>		-	-	-	-
<b>Total Expenditures and Other Uses</b>		<b>379,717,203</b>	<b>409,202,231</b>	<b>(283,269)</b>	<b>408,918,962</b>
<b>Budgeted Surplus/(Deficit)</b>		<b>(379,284,101)</b>	<b>(408,769,129)</b>	<b>283,269</b>	<b>(408,485,860)</b>
Beginning Fund Balance		408,874,295	408,874,295		408,874,295
Projected Ending Fund Balance		29,590,194	105,166		388,435

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

**Meeting Date:** February 17, 2022

**Consent Item**

**Subject:** Consider Approval of the US Department of Labor 2022 Prevailing Wage Scale for Tarrant County for the 2019 Bond Program - Phase I, II, III and Miscellaneous District Construction Projects

**Purpose:** To consider approval of the US Department of Labor 2022 Prevailing Wage Scale for Tarrant County for the 2019 Bond Program - Phase I, II, III and Miscellaneous District Construction Projects

**Background:** Government Code section 2258.22 requires that the District determine a prevailing wage scale for construction projects and that the prevailing wage scale be published in the construction documents of each project. In accordance with the statute, a worker, laborer, or mechanic employed on a public work, exclusive of maintenance work, by or on behalf of the District shall be paid not less than the general prevailing rate of per diem wages. The general prevailing rate of per diem wages is the rate of per diem wages for work of a similar character in the locality in which the work is performed, and also includes the rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for public work with the District. The Board shall determine, as a sum certain, the general prevailing rate of per diem wages in the District for each craft or type of worker needed to execute the contract and also for legal holiday and overtime work. To ascertain the general prevailing rate of per diem wages, the Board shall either conduct a survey of the wages received by classes of workers, laborers, and mechanics employed on projects of a character similar to the contract work in the District or adopt the prevailing wage rate as determined by the U.S. Department of Labor. The Board shall specify the prevailing rate of per diem wages in the call for bids and in the contract itself. The Board's determination of the general prevailing rates of per diem wages shall be final.

To date, the District has used the wage determinations from the US Department of Labor in lieu of conducting its own survey. The most current such determination is attached hereto. Administration recommends adoption of this determination. In the alternative, the Board may authorize Administration to conduct its own survey.

**Recommendation:** Administration recommends approval of the US Department of Labor 2022 Prevailing Wage Scale for Tarrant County.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Wm. Kelly Horn
	<b>Date:</b> February 17, 2022

"General Decision Number: TX20220270 01/21/2022

Superseded General Decision Number: TX20210270

State: Texas

Construction Type: Building

County: Tarrant County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022

ASBE0021-011 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 25.87	7.23

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

\* CARP1421-002 10/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 29.58	11.27

ELEV0021-006 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.02	36.365

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60

(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10
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IRON0263-005 06/01/2020		
	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 25.14	7.43
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PAIN0053-004 04/01/2014		
	Rates	Fringes
PAINTER (Brush, Roller, and Spray (Excludes Drywall Finishing/Taping)).....	\$ 16.40	5.45
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PLUM0146-003 05/01/2021		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 34.13	9.70
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SUTX2014-048 07/21/2014		
	Rates	Fringes
BRICKLAYER.....	\$ 20.66	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.47	1.82
CEMENT MASON/CONCRETE FINISHER...	\$ 13.44	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.24	3.94
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 16.20	3.40
ELECTRICIAN (Alarm Installation Only).....	\$ 18.00	0.38
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 14.88	2.15
ELECTRICIAN (Sound and Communication Systems Only).....	\$ 17.79	2.41

ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.59	3.98
FORM WORKER.....	\$ 12.35	0.00
GLAZIER.....	\$ 16.61	2.96
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 22.39	7.10
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 15.77	0.00
IRONWORKER, REINFORCING.....	\$ 12.19	0.00
LABORER: Common or General.....	\$ 11.30	0.00
LABORER: Mason Tender - Brick...	\$ 10.50	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.81	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.09	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 17.60	0.50
OPERATOR: Forklift.....	\$ 14.20	0.00
OPERATOR: Grader/Blade.....	\$ 12.95	0.00
OPERATOR: Loader.....	\$ 12.89	1.19
OPERATOR: Mechanic.....	\$ 17.52	3.33

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 21.28	4.45
PLASTERER.....	\$ 15.30	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.10	4.17
ROOFER.....	\$ 15.70	0.58
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.54	5.59
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.63	0.65
SPRINKLER FITTER (Fire Sprinklers).....	\$ 19.27	3.68
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 12.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

**Meeting Date:** February 17, 2022

**Consent Item**

**Subject:** Consider Interlocal Agreement with Region X ESC Multi-Region Purchasing Cooperative

**Purpose:**

To provide the Board of Trustees the opportunity to approve requests to enter into interlocal agreements for purchasing cooperatives.

**Background:**

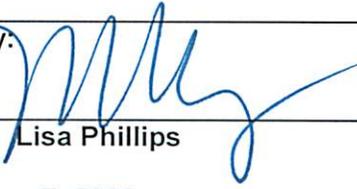
To increase the efficiencies and to secure the most favorable pricing for goods and services, the District seeks to enter into an interlocal agreement with the Region X ESC Multi-Region Purchasing Cooperative. Upon Board authorization, an agreement will be in effect between Arlington ISD and Region X ESC Multi-Region Purchasing Cooperative, granting the District legal access to the goods and services bid through the cooperative.

The Region 10 Education Service Center Multi-Region Purchasing Cooperative will organize, administer, tabulate, advertise, award the bids and act as a coordinating center for all food purchasing bids. The cooperative offers the member districts a substantial savings on specific commercial food items, non-food items, and USDA commodity processed items. By volume purchasing, districts are able to save more money than bidding as a single district.

Cooperative Purchasing programs are authorized in Section 791.001 of the Texas Government Code.

**Recommendation:**

The Administration recommends approval of the interlocal agreement with the Region X Multi-Region Purchasing Cooperative

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Lisa Phillips
	<b>Date:</b> February 7, 2022

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**INTERLOCAL AGREEMENT**

*This Interlocal Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Contracting Entity (CE) shall be responsible for paying any vendors invoices for goods and services purchased by CE through the effective termination date.*

**Contracting Parties**

<b>Region 10 Education Service Center</b> Fiscal Agent/Coordinating Entity	<b>057-950</b> County District Number	
Arlington ISD	220901	01017
District/Contracting Entity (CE)	CE County District Number	TX-UNPS CE ID

**STATEMENT OF SERVICE'S TO BE PERFORMED**

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for CEs located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

**MEMBERSHIP:**

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist CEs with their fiscal budgetary needs. CEs have the option to commit to any bid(s) that best fits their needs. Members are required to select from a list of offered bids, which is seen as a commitment to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation, members are required to provide estimated quantities/forecast each product they plan to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor. Currently the following formally procured bids are offered:

1. USDA Food for Further Processing (USDA Processed Commodities)
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small Wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Sanitation System and Safety Training (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk-Full Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (contained)
13. Dispensed Fruit Beverages

## **LIMITATION OF AGREEMENT:**

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by TDA/USDA exist, those required by TDA/USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

## **GENERAL PROVISIONS:**

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a CE may "materially changes the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the CE. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on a regular basis. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

**Membership Term.** This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1<sup>st</sup> and will extend through June 30<sup>th</sup> of the following calendar year.

**Membership Fees.** No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. CEs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

**Authorization to Participate.** The R10MRPC and each CE represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

**Cooperation and Access.** Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during

normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the CE.

**Primary and Secondary Contact.** The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

**Defense and Prosecution of Claims.** The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Agreement.

**Governance.** R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

**Limitations of Liability.** The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

**Notice.** Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to [kerl.warnick@region10.org](mailto:kerl.warnick@region10.org) with a copy to [sue.hayes@region10.org](mailto:sue.hayes@region10.org).

**Acceptance of USDA Foods Sent for Further Processing.** The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by participating members.

The R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

***Certificate of Authority/FND-101 Form.*** The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District that plans to commit entitlement to the USDA processed commodity program, to submit an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the participating member's TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent or Authorized Person of the CE for each employee of the co-op. An FND-101 form needed for each R10MRPC/Fiscal Agent employee will be included with the Interlocal Bid Participation Agreement. Previously signed FND-101 forms signed and currently held at TDA are still active until the R10MRPC employee is no longer employed. At that time, R10MRPC will send a form to remove that employee from the CE's TX-UNPS file.

***Payment for Goods.*** Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

## **PARTY ROLES AND RESPONSIBILITIES:**

### ***Role of the R10MRPC, through the Fiscal Agent:***

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement trainings as group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests For Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
  - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
  - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c
  - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
  - d. Texas Education Code 44.031 relating to purchasing contracts.
  - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its CEs. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
  - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
7. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
8. Enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
9. Do the following regarding USDA Foods:
  - a. Track and assist CEs with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
  - b. Assist CEs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
  - c. Assist CEs with the utilization of carryover pounds to avoid swept inventory.
  - d. Provide CEs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
  - e. Make all surveys open to the CEs as surveys are opened by TDA.
  - f. Provide the list of commodity items to CEs for purposes of obtaining quantity requests. This is done using an online software program.
  - g. Receive quantity requests from CEs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
  - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.

10. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all CEs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
11. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
12. Provide CEs with procedures for ordering, delivery, and billing.
13. Mediate problems/concerns between vendors and CEs.
14. Provide CEs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
15. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
16. Act ethically always and in accordance with all federal, state, and local guidelines.

## **Role of the CE:**

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following CE execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing on selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the CE is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates In a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
  - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
  - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12, ProcessorLink, Lunchline Inc., or other) on a regular basis; and report inventory issues to R10MRPC.
  - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.

- d. The CE shall maintain copies of the original Child Nutrition (“CN”) Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
- e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

**BID PARTICIPATION SELECTIONS for SY 2022-2023**

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/CE, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2022, through June 30, 2023.

The R10MRPC formally procures several competitive RFPs (Request For Proposal) on behalf of all participating members. Each CE member is required to complete this Bid Participation Agreement and forecast all planned products if they wish to purchase from any MRPC awarded bid during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, *please place a check mark to the left of each bid listed below that you "plan" to use during the SY 2022-2023.* Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fit your needs. The R10MRPC does not guarantee any vendor that any item will be purchased, however, CE members should seriously consider each selected bid as member forecasting of each product planned is required prior to each bid release.

X	Full-Line Grocery, NOI/FFS Distributor
	USDA Foods For Further Processing
	Milk: Full-Service Delivery
	Fresh Bread
	Ice Cream Novelties
X	Beverages - Contained
	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

	Dispensed Fruit Beverages
X	Chips & Snacks
	Fresh Meats and Produce
	Small Wares
X	Kitchen Chemicals & Cleaning Supplies
	Sanitation Systems & Safety Training

Please attach a complete list of all campus sites that will receive delivery:

1. Campus name
2. Campus Address
3. Campus Phone Number
4. Campus County

**Interlocal Agreement for SY 2022-2023  
Signature and Authorization Form**

By signing this page, the CE confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation selection(s) as stated on pages 3-10 and indicated on page 11.

As of July 1, 2021, Arlington ISD and the Region 10 Education Service Center/Fiscal  
District Name/Contracting Entity (CE)

As the authorized Agent for the Board of Trustees of CE, I do hereby execute and enter into this Interlocal Agreement, including Bid Participation, on behalf of CE and intend CE to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement. Physical signatures are required, typed or digital signatures will not be accepted.

Arlington ISD	11	57,000
District/CE Name	ESC Region	2021-2022 Enrollment
76	Tarrant	
# Of Participating Campuses	County/Countries in Which Campuses are Located	
David Lewis	<i>x [Signature]</i>	Date Signed
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact	682-867-7704
dlewis4@aisd.net		Phone: Primary Contact
Email: Primary Contact	apena@aisd.net	
Ashley Pena	apena@aisd.net	
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact	
682-867-7682		
Phone: Secondary Foodservice Contact		

**Board of Director Approval: Signature or Attached Meeting Minutes are acceptable.**

Printed Name: Authorized Board Director	
<i>x [Signature]</i>	
Signature: Authorized Board Director	Date Signed

**Below Area: For Region 10 MRPC Use Only**

R10MRPC Authorized Signature	Keri Warnick	
Program Coordinator	R10MRPC Contact Person	Date Signed
Title of Contact Person	972-348-1448	
	Office Phone	

2021-2022

#	Warehouses	Address	City	Zip	County	Phone
	Central (Frozen)	1206 West Arkansas	Arlington	76013	Tarrant	682-867-7889
	Auxiliary (Dry)	111 SE Green Oaks	Arlington	76018	Tarrant	682-867-7889
#	Senior High Schools	Address	City	Zip	County	Kitchen Phone
1	Arlington HS	818 W. Park Row	Arlington	76013	Tarrant	817-459-8124
4	Bowie HS	2101 Highbank Dr	Arlington	76018	Tarrant	817-472-4409
3	Lamar HS	1400 Lamar Blvd W	Arlington	76012	Tarrant	817-459-8321
5	Martin HS	4501 W. Pleasant Ridge	Arlington	76016	Tarrant	817-561-8707
2	Sam Houston HS	2000 Sam Houston Dr	Arlington	76014	Tarrant	817-459-8225
9	Seguin HS	7001 Silo Rd.	Arlington	76002	Tarrant	817-375-6738
7	Turning Point	2209 N. Davis Dr	Arlington	76012	Tarrant	817-459-7316
11	Arlington Collegiate	2224 Southeast Pkwy	Arlington	76018	Tarrant	817-515-3538
6 / 8	Ferguson Ed. Center	600 SE Green Oaks	Arlington	76018	Tarrant	817-472-1612
12	Career Tech Center	2101 Browning Dr	Arlington	76010	Tarrant	817-801-2413
14	Arlington College & Career High School	4900 W. Arkansas Ln.	Arlington	76016	Tarrant	682-867-9610
#	Junior High Schools	Address	City	Zip	County	Kitchen Phone
45	Bailey JH	2411 Winewood St	Arlington	76013	Tarrant	817-801-0711
52	Barnett JH	2101 Sublett Rd.	Arlington	76018	Tarrant	817-419-5017
51	Boles JH	3900 Green Oaks SW	Arlington	76017	Tarrant	817-561-8011
41	Carter JH	701 Tharp St.	Arlington	76010	Tarrant	817-801-1708
47	Gunn JH	3000 S. Fielder Rd	Arlington	76015	Tarrant	817-419-5407
53	Nichols JH	2201 Ascension Blvd	Arlington	76006	Tarrant	817-801-2608
55	Ousley JH	950 SE Parkway	Arlington	76018	Tarrant	817-419-5708
48	Shackelford JH	2000 N Fielder Rd	Arlington	76012	Tarrant	817-801-3610
50	Workman JH	701 E Arbrook Blvd	Arlington	76014	Tarrant	817-419-1211
49	Young JH	3200 Woodside Dr	Arlington	76016	Tarrant	817-492-3408
#	Elementary	Address	City	Zip	County	Kitchen Phone
161	Adams	2220 Sherry Street	Arlington	76010	Tarrant	817-801-1781
124	Amos	3100 Daniel Dr	Arlington	76014	Tarrant	817-419-4708
160	Anderson	1101 Timberlake Dr	Arlington	76010	Tarrant	817-652-7978
149	Ashworth	6700 Silo Dr	Arlington	76002	Tarrant	817-419-4808
132	Atherton	2101 Overbrook Dr	Arlington	76014	Tarrant	817-419-4907
141	Bebensee	5900 Inks Lake Dr	Arlington	76018	Tarrant	817-419-5108
158	Beckham	1700 Southeast Pkwy	Arlington	76002	Tarrant	817-375-6604
101	Berry	2401 Roberts Cir	Arlington	76010	Tarrant	817-801-2909
102	Blanton	1900 S Collins St	Arlington	76010	Tarrant	817-801-0953
147	Bryant	2201 Havenwood Dr	Arlington	76018	Tarrant	817-419-5208
155	Burgin	401 E Mayfield Rd	Arlington	76014	Tarrant	817-419-1306
129	Butler	2121 Margaret Dr	Arlington	76012	Tarrant	817-801-1004
137	Corey Academy	5200 Kelly Elliot Rd.	Arlington	76017	Tarrant	817-561-3904
150	Crouch	2810 Prairie Hill, GP	Grand Prairie	75051	Tarrant	972-595-0208
103	Crow	1201 Coke Dr	Arlington	76010	Tarrant	817-801-1853
130	Ditto	3001 Quail Ln	Arlington	76016	Tarrant	817-492-3109
104	Duff	31000 Lynwood Dr	Arlington	76013	Tarrant	817-801-2003
125	Dunn	2201 Woodside Dr	Arlington	76013	Tarrant	817-492-3203
142	Ellis	2601 Shadow Ridge Dr	Arlington	76006	Tarrant	817-652-7908

2021-2022

#	Elementary	Address	City	Zip	County	Kitchen Phone
143	Farrell	3410 Paladium Dr, GP	Grand Prairie	75052	Tarrant	972-595-0305
136	Fitzgerald	5201 Creek Valley Dr	Arlington	76018	Tarrant	817-419-5307
126	Foster	1025 High Point Rd	Arlington	76015	Tarrant	817-419-5354
119	Goodman	1400 Rebecca Ln	Arlington	76014	Tarrant	817-801-2204
153	Hale	2400 E Mayfield Rd	Arlington	76014	Tarrant	817-419-1537
117	Hill	2020 W Tucker Blvd	Arlington	76013	Tarrant	817-801-2304
121	Johns	1900 Sherry St.	Arlington	76010	Tarrant	817-801-2504
163	Jones Academy	2201 Van Buren Dr	Arlington	76011	Tarrant	817-801-3504
128	Key	3621 Roosevelt Dr	Arlington	76016	Tarrant	817-419-5504
107	Kooken Ctr	423 N Center St	Arlington	76012	Tarrant	817-459-7156
151	Larson	2620 Avenue K, GP	Grand Prairie	75050	Tarrant	972-595-0008
146	Little	3721 Little Rd	Arlington	76016	Tarrant	817-492-3309
165	McNutt	3609 South Center St.	Arlington	76014	Tarrant	817-465-3003
135	Miller	6401 W Pleasant Ridge	Arlington	76016	Tarrant	817-561-8404
144	Moore	5500 Park Springs	Arlington	76017	Tarrant	817-561-8908
131	Morton	2900 Barrington Pl	Arlington	76014	Tarrant	817-419-5607
162	Patrick	755 Timber Oaks Ln	Grand Prairie	75051	Tarrant	972-595-0520
164	Peach	2020 Baird Farm	Arlington	76006	Tarrant	682-867-6108
154	Pearcy	601 E Harris Rd	Arlington	76002	Tarrant	817-419-5553
120	Pope	901 Chestnut Dr	Arlington	76012	Tarrant	817-801-2754
109	Rankin	1900 Oleander Dr	Arlington	76010	Tarrant	817-801-2808
159	Remyne	2720 Fall Dr, GP	Grand Prairie	75052	Tarrant	972-595-0504
134	Sherrod	2626 Lincoln Dr	Arlington	76006	Tarrant	817-801-3709
123	Short	2000 California Ln	Arlington	76015	Tarrant	817-419-5854
111	South Davis	2001 S Davis Dr	Arlington	76013	Tarrant	817-801-3803
112	Speer	811 Fuller St.	Arlington	76012	Tarrant	817-801-4008
140	Starrett	2675 Fairmont Dr, GP	Grand Prairie	75052	Tarrant	972-595-0408
113	Swift	1101 S Fielder Rd	Arlington	76013	Tarrant	817-801-4108
114	Thornton	2315 Stonegate St.	Arlington	76010	Tarrant	817-801-2090
148	Webb	1200 N Cooper St	Arlington	76011	Tarrant	682-867-4313
152	West	2911 Kingswood, GP	Grand Prairie	75052	Tarrant	972-595-0108
145	Williams	4915 Red Birch Dr	Arlington	76018	Tarrant	817-419-5908
116	Wimbish	1601 Wright St	Arlington	76012	Tarrant	817-801-6002
133	Wood	3300 Pimlico Dr	Arlington	76017	Tarrant	817-419-1108

## Arlington Independent School District Board of Trustees Communication

<b>Meeting Date:</b>	February 17, 2022	<b>Discussion Item</b>
<b>Subject:</b>	House Bill 3 (HB 3) and District Improvement Plan Progress Monitoring Update	

**Purpose:**

To provide the Board with progress update pertaining to House Bill 3 (HB 3) requirements for improvement plans addressing early childhood literacy and mathematics proficiency in alignment with the Board adopted monitoring calendar.

**Background:**

In the spring of 2019, the 86<sup>th</sup> Legislature passed the finance bill, HB 3, which included specific requirements pertaining to goal setting and the progress monitoring process for improved outcomes in early childhood literacy and mathematics, as well as college, career, and military readiness (CCMR). The statute requires school boards to adopt plans that include annual goals for aggregate growth on 3<sup>rd</sup> grade reading and mathematics achievement, annual targets for closing achievement gaps among student groups, targeted professional development for classroom teachers and annual targets for students being served in bilingual and ESL programs. The bill also calls for aggregate annual goals and targets for CCMR readiness as evaluated under the state accountability system's student achievement domain and for each student group articulated in the closing the gaps domain. This discussion item will provide a progress update pertaining to student outcome on the middle-of-year reading and mathematics screeners for grades K-7.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Steven L. Wurtz, Ed.D.
	<b>Date:</b> February 2, 2022

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

<b>Meeting Date:</b> February 17, 2022	<b>Discussion Item</b>
<b>Subject:</b> 2019 Bond Program Update	

**Purpose:**

To update the Board on progress of the 2019 Bond Program

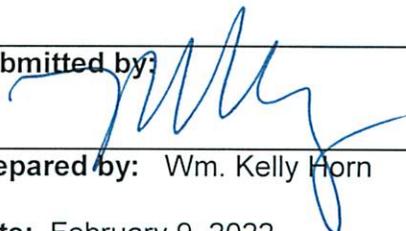
**Background:**

Work on Phases I and II of the 2019 Bond Program is underway and Phase III is in the design stage.

Voters approved a bond proposition for \$966 million on November 5, 2019. The 2019 Bond Program is a five-year capital program that includes new construction, renovations and facility condition improvements along with capital purchases for technology, fine arts and transportation.

A total of \$505,518,172 in bonds have been authorized and sold as of February 2021, for the 2019 Bond Program. The Phase I issuance was \$311,104,011 and the Phase II issuance was \$194,414,161. The Phase III issuance will take place in February 2022. Work continues on Phase I projects with four projects in closeout, six projects under construction, one project in the bidding process, and one project in the design stage. Work has begun on Phase II projects with one project in the construction stage and twelve projects in the design stage. Design professionals were approved for Phase III projects on June 22, 2021, with eight projects in planning and three projects in the design stage. Procurement of vehicles, instruments, uniforms, and technology for year 2 of the bond program is underway.

Administration will provide an update on the 2019 bond program.

<b>Submitted to:</b>  Board of Trustees Arlington Independent School District	<b>Submitted by:</b> 
	<b>Prepared by:</b> Wm. Kelly Horn
	<b>Date:</b> February 9, 2022