



**Arlington Community Schools Regular Board Meeting
November 15, 2022 5:30 PM
12060 Arlington Trail, Arlington, TN 38002**

1. Call to Order and Roll Call
2. Pledge to the Flag
3. Moment of Silence
4. Citizens Comments (limited to 2 minutes per speaker)
5. Approval of Agenda
6. Reports
 - 6.A. Chairman's Report
 - 6.B. Superintendent's Report
 - 6.C. Financial Report
 - 6.C.1. Monthly Financial Report
 - 6.C.2. Inter Local Health Trust Report
 - 6.D. TLR Report
7. Consent Agenda
 - 7.A. Approval of Minutes from October 25, 2022
8. Miscellaneous Budget Items
 - 8.A. Resolution 2022-27 of the Arlington Community Schools Board of Education Amending the 2022-2023 Schools Budget
9. Business/Recommended Action Items
 - 9.A. Resolution 2022-28 of the Arlington Community Schools Board of Education to Approve Revised 2022-2023 School Field Trips
 - 9.B. Resolution 2022-29 of the Arlington Community Schools Board of Education to Adopt the TIPS, Buy Board and NCPA Master Agreements and to Authorize Participation in the TIPS, Buy Board and NCPA Purchasing Cooperatives
 - 9.C. Recommendation to approve the Arlington High School Fine Arts Addition and Renovations Construction Manager At-Risk contract with Chris Woods Construction Co. Inc. for the Guaranteed Maximum Price of \$7,235,109.73 with a contingency of \$500,000
 - 9.D. Approval of Updated ESSER 2.0 and 3.0 Budget
 - 9.E. Approval of Revised Math Textbook Adoption Committee
 - 9.F. Approval of Superintendent's Evaluation Tool
10. Adjournment



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ARLINGTON COMMUNITY SCHOOLS
BOARD OF EDUCATION
2022-2023 BUDGET REPORT

September 30, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

GENERAL FUND REVENUE

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427311

10:15:36 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
40110	Current Property Tax	14,500,000.00	14,500,000.00	243,704.24	998,063.20	0.00	0.00	13,501,936.80	7
40120	Trustee's Collection - Prior Years	130,000.00	130,000.00	36,109.68	100,632.46	0.00	0.00	29,367.54	77
40130	Clerk & Master/Circuit Court - Prior Years	105,000.00	105,000.00	9,099.54	34,808.38	0.00	0.00	70,191.62	33
40140	Interest & Penalty	15,000.00	15,000.00	1,707.87	5,456.88	0.00	0.00	9,543.12	36
40162	Payments in Lieu of Taxes - Local Utilities	100,000.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0
40163	Payments in Lieu of Taxes - Other	140,000.00	140,000.00	1,238.65	1,238.65	0.00	0.00	138,761.35	1
40210	Local Option Sales Taxes	7,100,000.00	7,100,000.00	684,435.71	1,423,707.38	0.00	0.00	5,676,292.62	20
40240	Wheel Tax	1,200,000.00	1,200,000.00	307,521.80	307,521.80	0.00	0.00	892,478.20	26
40270	Business Tax	1,500.00	1,500.00	124.03	384.23	0.00	0.00	1,115.77	26
40275	Mixed Drink Tax	25,000.00	25,000.00	0.00	14,879.62	0.00	0.00	10,120.38	60
40610	Current Property Tax	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0
43513	Tuition - Summer School	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0
43517	Tuition - Other	400,000.00	400,000.00	-7,301.60	286,032.18	0.00	0.00	113,967.82	72
43990	Other Charges for Services	100.00	100.00	50.00	75.00	0.00	0.00	25.00	75
44120	Lease/Rentals	30,000.00	30,000.00	2,846.00	8,464.00	0.00	0.00	21,536.00	28
44170	Miscellaneous Refunds	2,000.00	2,000.00	0.00	1,853.97	0.00	0.00	146.03	93
44990	Other Local Revenue	90,000.00	90,000.00	7,800.00	23,586.57	0.00	0.00	66,413.43	26
46511	Basic Education Program	25,206,000.00	25,206,000.00	2,472,600.00	4,945,200.00	0.00	0.00	20,260,800.00	20
46590	Other State Education Funds	30,000.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0
46610	Career Ladder Program	65,000.00	65,000.00	0.00	0.00	0.00	0.00	65,000.00	0
47590	Other Federal Thru State	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0
49700	Insurance Recovery	125,000.00	125,000.00	12,647.58	13,379.08	0.00	0.00	111,620.92	11
49800	Transfers In	7,086,328.00	7,086,328.00	2,224.71	3,764.07	0.00	0.00	7,082,563.93	0
TOTALS:	Ledger Type: 4 - REVENUES	56,610,928.00	56,610,928.00	3,774,808.21	8,169,047.47	0.00	0.00	48,441,880.53	14

ARLINGTON COMMUNITY SCHOOLS

GENERAL FUND EXPENSES

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427312

10:23:31 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 5 - EXPENSES

DEPARTMENT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
000	DEPARTMENT CODE N/A	353,333.00	353,333.00	0.00	0.00	0.00	0.00	353,333.00	0
110	BOARD OF EDUCATION	1,449,387.00	1,449,387.00	41,772.45	274,700.48	192.00	0.00	1,174,494.52	19
210	DIRECTOR OF SCHOOLS	943,949.00	943,949.00	69,510.80	214,370.33	15,224.97	0.00	714,353.70	24
215	OFFICE OF PRINCIPAL	2,956,962.00	2,956,962.00	266,335.13	550,202.64	0.00	0.00	2,406,759.36	19
310	REGULAR EDUCATION INSTRUCTION	24,885,806.00	24,885,806.00	2,056,261.12	4,164,061.11	75,008.38	2,571.40	20,644,165.11	17
315	ALTERNATIVE EDUCATION	399,599.00	399,599.00	31,593.37	56,251.61	0.00	0.00	343,347.39	14
320	SPECIAL EDUCATION	3,342,553.00	3,342,553.00	263,831.23	485,774.31	1,727.70	0.00	2,855,050.99	15
325	CAREER & TECHNICAL INSTRUCTION	1,450,270.00	1,450,270.00	104,156.53	254,544.58	13,318.62	0.00	1,182,406.80	18
330	OTHER STUDENT SUPPORT	1,107,697.00	1,107,697.00	85,602.62	178,099.51	0.00	0.00	929,597.49	16
335	REGULAR EDUCATION INSTRUCTION SUPPORT	2,783,393.00	2,783,393.00	727,012.85	990,906.47	37,747.69	0.00	1,754,738.84	37
340	SPECIAL EDUCATION SUPPORT	1,401,081.00	1,401,081.00	108,258.51	198,465.07	8,363.04	0.00	1,194,252.89	15
345	CAREER & TECHNICAL SUPPORT	146,489.00	146,489.00	14,021.50	36,437.19	0.00	0.00	110,051.81	25
350	ACCOUNTABILITY	459,353.00	459,353.00	30,830.40	102,157.37	3,669.67	0.00	353,525.96	23
410	FISCAL SERVICES	625,092.00	625,092.00	44,754.27	203,953.21	52.25	0.00	421,086.54	33
515	HUMAN RESOURCES	533,717.00	533,717.00	48,547.80	120,880.26	8,391.84	0.00	404,444.90	24
610	STUDENT SERVICES	925,173.00	925,173.00	69,266.62	248,300.24	682.47	15,847.00	660,343.29	29
615	HEALTH SERVICES	390,094.00	390,094.00	30,246.45	64,040.67	1,827.68	0.00	324,225.65	17
710	OPERATION OF PLANT	2,547,450.00	2,547,450.00	140,993.81	651,200.49	35,041.12	516,488.01	1,344,720.38	47
715	MAINTENANCE OF PLANT	1,066,076.00	1,066,076.00	65,862.48	205,430.32	64,920.66	0.00	795,725.02	25
720	SAFETY	200,728.00	200,728.00	15,796.16	25,700.79	29,672.19	0.00	145,355.02	28
725	TECHNOLOGY	921,447.00	921,447.00	57,695.42	300,831.85	84,501.86	0.00	536,113.29	42
730	PLANNING	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
735	TRANSPORTATION	1,972,779.00	1,972,779.00	137,614.41	169,244.69	119,040.05	0.00	1,684,494.26	15
810	REGULAR CAPITAL OUTLAY	5,728,500.00	5,728,500.00	49,447.00	165,856.13	253,028.68	0.00	5,309,615.19	7
TOTALS:	Ledger Type: 5 - EXPENSES	56,610,928.00	56,610,928.00	4,459,410.93	9,661,409.32	752,410.87	534,906.41	45,662,201.40	19



ARLINGTON COMMUNITY SCHOOLS
SCHOOL NUTRITION
2022-2023 BUDGET REPORT

September 30, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

NUTRITION FUND REVENUE

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427313

10:27:24 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
43521	Lunch Pymt-Child	1,000.00	1,000.00	82,159.75	142,043.45	0.00	0.00	-141,043.45	14,204
43522	Lunch Pymt-Adult	13,000.00	13,000.00	4,045.50	6,279.50	0.00	0.00	6,720.50	48
43523	Breakfast Income	1,000.00	1,000.00	7,173.30	12,047.10	0.00	0.00	-11,047.10	1,205
43525	A la Carte Sales	200,000.00	200,000.00	46,721.40	75,055.95	0.00	0.00	124,944.05	38
44170	Miscellaneous Refunds	0.00	0.00	0.00	492.06	0.00	0.00	-492.06	0
46520	School Food Service	9,000.00	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0
47111	USDA School Lunch Program	1,800,000.00	1,800,000.00	56,717.60	97,245.77	0.00	0.00	1,702,754.23	5
47112	USDA Commodities	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0
47113	USDA Breakfast	350,000.00	350,000.00	7,032.96	11,489.56	0.00	0.00	338,510.44	3
47114	USDA - Other	2,500.00	105,304.11	0.00	102,804.11	0.00	0.00	2,500.00	98
TOTALS:	Ledger Type: 4 - REVENUES	2,461,500.00	2,564,304.11	203,850.51	447,457.50	0.00	0.00	2,116,846.61	17

ARLINGTON COMMUNITY SCHOOLS

NUTRITION FUND EXPENSES

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427314

10:29:26 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 5 - EXPENSES

OBJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
105	Supervisor/Director	230,000.00	230,000.00	21,843.69	47,118.03	0.00	0.00	182,881.97	20
165	Cafeteria Personnel	430,000.00	430,000.00	39,495.95	58,516.93	0.00	0.00	371,483.07	14
201	Social Security	40,920.00	40,920.00	3,680.58	6,365.68	0.00	0.00	34,554.32	16
204	Pensions	48,840.00	48,840.00	2,785.06	5,396.43	0.00	0.00	43,443.57	11
206	Life Insurance	4,537.00	4,537.00	90.30	135.45	0.00	0.00	4,401.55	3
207	Medical Insurance	80,000.00	80,000.00	3,319.58	4,979.37	0.00	0.00	75,020.63	6
212	Employer Medicare	9,570.00	9,570.00	860.84	1,488.87	0.00	0.00	8,081.13	16
217	Retirement Hybrid Stabilization	2,000.00	2,000.00	121.50	215.80	0.00	0.00	1,784.20	11
336	Maint & Repair-Equipment	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0
355	Travel	1,000.00	1,000.00	79.40	79.40	0.00	0.00	920.60	8
399	Other Contracted Services	16,000.00	16,000.00	160.00	480.00	1,280.00	0.00	14,240.00	11
422	Food Supplies	1,142,133.00	1,244,937.11	86,691.91	163,047.62	129,862.01	0.00	952,027.48	24
435	Office Supplies	1,000.00	1,000.00	0.00	443.28	0.00	0.00	556.72	44
451	Uniforms	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
469	USDA Commodities	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0
471	Software	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
499	Other Supplies & Materials	300,000.00	300,000.00	11,540.17	19,152.66	17,072.51	0.00	263,774.83	12
524	In-Service/Staff Development	7,500.00	7,500.00	0.00	1,642.79	0.00	0.00	5,857.21	22
599	Other Charges	5,000.00	5,000.00	0.00	1,540.00	0.00	0.00	3,460.00	31
710	Food Service Equipment	50,000.00	50,000.00	1,529.91	1,529.91	0.00	0.00	48,470.09	3
TOTALS:	Ledger Type: 5 - EXPENSES	2,461,500.00	2,564,304.11	172,198.89	312,132.22	148,214.52	0.00	2,103,957.37	18



ARLINGTON COMMUNITY SCHOOLS
FEDERAL & DISCRETIONARY GRANTS
2022-2023 BUDGET REPORT

September 30, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

GRANT REVENUE

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427315

10:31:29 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 4 - REVENUES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0010	Consolidated Administration	140,000.00	150,205.75	12,550.37	35,233.81	0.00	0.00	114,971.94	23
0100	Title I, Part A, Improving Academic Achievement	777,339.00	1,195,863.10	139,541.60	234,630.24	0.00	0.00	961,232.86	20
0200	Title II, Part A, Training & Recruiting	85,256.00	106,987.44	0.00	16,214.66	0.00	0.00	90,772.78	15
0300	Title III, Part A, English Language Acquisition	9,873.00	9,070.85	290.98	2,226.20	0.00	0.00	6,844.65	25
0410	Title IV, Part A, Safe & Drug Free Schools	25,053.00	33,044.27	0.00	975.60	0.00	0.00	32,068.67	3
0702	ARP Homeless 2.0	0.00	16,738.57	0.00	0.00	0.00	0.00	16,738.57	0
0800	Carl Perkins	55,375.00	60,964.95	39,578.12	41,028.12	0.00	0.00	19,936.83	67
0900	IDEA, Part B	1,268,879.00	1,292,005.94	96,019.91	159,551.64	0.00	0.00	1,132,454.30	12
0901	ARP IDEA, Part B	0.00	154,336.80	0.00	0.00	0.00	0.00	154,336.80	0
0910	IDEA, Preschool	34,014.00	19,463.44	0.00	0.00	0.00	0.00	19,463.44	0
0911	ARP IDEA, Preschool	0.00	15,377.13	0.00	0.00	0.00	0.00	15,377.13	0
0931	CARES ACT / ESSER 1.0	271,437.00	0.00	0.00	0.00	0.00	0.00	0.00	0
0935	CRRSA / ESSER 2.0	1,981,591.00	1,265,258.83	23,255.32	183,436.13	0.00	0.00	1,081,822.70	14
0936	ARPA / ESSER 3.0	6,592,510.00	5,480,284.52	65,781.84	276,062.42	0.00	0.00	5,204,222.10	5
0937	Fiscal Pre-Monitoring Supports Grant	46,200.00	46,200.00	0.00	0.00	0.00	0.00	46,200.00	0
0938	Math Implementation Support Grant	71,250.00	71,250.00	0.00	0.00	0.00	0.00	71,250.00	0
0950	Literacy Training Stipend Grant (Early PK-5)	0.00	15,000.00	0.00	15,000.00	0.00	0.00	0.00	100
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6006	Coordinated School Health	85,000.00	85,000.00	5,282.74	14,914.70	0.00	0.00	70,085.30	18
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	2,000.00	9,000.00	0.00	0.00	121,000.00	7
6026	Safe Schools	91,334.00	110,892.67	0.00	2,537.64	0.00	0.00	108,355.03	2
TOTALS:	Ledger Type: 4 - REVENUES	11,685,111.00	10,277,944.26	384,300.88	990,811.16	0.00	0.00	9,287,133.10	10

ARLINGTON COMMUNITY SCHOOLS

GRANT EXPENSES

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427316

10:33:38 AM

FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022

LEDGER TYPE : 5 - EXPENSES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0010	Consolidated Administration	140,000.00	150,205.75	12,550.37	35,233.81	0.00	0.00	114,971.94	23
0100	Title I, Part A, Improving Academic Achievement	777,339.00	1,195,863.10	139,662.44	234,767.51	119,144.65	5,954.00	835,996.94	30
0200	Title II, Part A, Training & Recruiting	85,256.00	106,987.44	0.00	16,214.66	0.00	0.00	90,772.78	15
0300	Title III, Part A, English Language Acquisition	9,873.00	9,070.85	290.98	2,226.20	219.70	0.00	6,624.95	27
0410	Title IV, Part A, Safe & Drug Free Schools	25,053.00	33,044.27	0.00	975.60	0.00	0.00	32,068.67	3
0702	ARP Homeless 2.0	0.00	16,738.57	0.00	0.00	0.00	0.00	16,738.57	0
0800	Carl Perkins	55,375.00	60,964.95	39,578.12	41,028.12	4,000.00	0.00	15,936.83	74
0900	IDEA, Part B	1,268,879.00	1,292,005.94	96,019.91	159,551.64	0.00	0.00	1,132,454.30	12
0901	ARP IDEA, Part B	0.00	154,336.80	0.00	0.00	0.00	0.00	154,336.80	0
0910	IDEA, Preschool	34,014.00	19,463.44	0.00	0.00	0.00	0.00	19,463.44	0
0911	ARP IDEA, Preschool	0.00	15,377.13	0.00	0.00	749.56	0.00	14,627.57	5
0931	CARES ACT / ESSER 1.0	271,437.00	0.00	0.00	0.00	0.00	0.00	0.00	0
0935	CRRSA / ESSER 2.0	1,981,591.00	1,265,258.83	23,255.32	183,436.13	3,130.07	0.00	1,078,692.63	15
0936	ARPA / ESSER 3.0	6,592,510.00	5,480,284.52	65,781.84	276,062.42	5,931.18	101,326.79	5,096,964.13	7
0937	Fiscal Pre-Monitoring Supports Grant	46,200.00	46,200.00	0.00	0.00	0.00	0.00	46,200.00	0
0938	Math Implementation Support Grant	71,250.00	71,250.00	0.00	0.00	71,250.00	0.00	0.00	100
0950	Literacy Training Stipend Grant (Early PK-5)	0.00	15,000.00	0.00	15,000.00	0.00	0.00	0.00	100
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6006	Coordinated School Health	85,000.00	85,000.00	5,282.74	14,914.70	0.00	0.00	70,085.30	18
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	0.00	0.00	0.00	0.00	130,000.00	0
6026	Safe Schools	91,334.00	110,892.67	0.00	2,537.64	24,847.29	0.00	83,507.74	25
TOTALS:	Ledger Type: 5 - EXPENSES	11,685,111.00	10,277,944.26	382,421.72	981,948.43	229,272.45	107,280.79	8,959,442.59	13



ARLINGTON COMMUNITY SCHOOLS
CONSTRUCTION IN PROGRESS
2022-2023 BUDGET REPORT

September 30, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

CIP RESTRICTED FOR CAPITAL PROJECTS

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 384988

2:47:38 PM

**FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022
REVENUE & FUND BALANCE**

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0000	Other Local Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
0000	Bonds Issued	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0
0000	Fund Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
TOTALS:	Revenue & Fund Balance	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0

ARLINGTON COMMUNITY SCHOOLS

CIP EXPENSES

11/04/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 427317
FOR SEPTEMBER, 2022 THRU SEPTEMBER, 2022
LEDGER TYPE : 5 - EXPENSES

10:35:58 AM

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0000	Building Construction	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0
TOTALS:	Ledger Type: 5 - EXPENSES	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0



ACS RESOLUTION 2022-27

A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION AMENDING THE 2022-2023 SCHOOLS BUDGET

WHEREAS, T.C.A. § 49-2-301(b)(1)(U) requires the Board to assign to the Superintendent the task of submitting a budget to the Board annually for approval and presenting the budget to the local legislative body for adoption; AND

WHEREAS, T.C.A. § 49-2-301(b)(1)(U)(i) provides that, “The budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1”; AND

WHEREAS, the Board adopted the 2022-2023 annual budget on May 24, 2022; AND

WHEREAS, the Town of Arlington adopted ACS’s 2022-2023 budget on June 6, 2022; AND

WHEREAS, T.C.A. § 49-2-301(b)(1)(U)(ii) provides that, “Any change in the expenditure of money as provided for by the budget shall first be ratified by the local board and the local legislative body”; AND

WHEREAS, the Tennessee Attorney General has opined that, a change in expenditures that reallocates funds from one major category to another requires the prior ratification of both the local legislative body and the Board and changes in fund allocations within a major category require the prior ratification of the Board; AND

WHEREAS, the Superintendent deems it necessary to change fund allocations within major categories of the 2022-2023 budget which requires Board ratification.

NOW, THEREFORE, BE IT RESOLVED, that the Arlington Community Schools Board of Education hereby ratifies the following changes to fund allocations within major categories of the 2022-2023 budget:

Fund 141 - 72000 - Support Service					Budget	Add	Subtract	Amended Budget
Fund	Function	Object		Description	Budget	Add	Subtract	Amended Budget
141	72120	413		Drugs & Medical Supplies	1,830.00	420.00		2,250.00
141	72120	735		Health Equipment	1,070.00		420.00	650.00
Totals					2,900.00	420.00	420.00	2,900.00
Fund 142 - Federal Grants Expenses								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
142	71100	116	0100	Teacher	280,291.70		25,000.00	255,291.70
142	71100	195	0100	Certified Sub Teachers	50,000.00		16,000.00	34,000.00
142	71100	429	0100	Instructional Supplies & Materials	213,001.01	40,262.00		253,263.01
142	71100	722	0100	Regular Instruction Equipment	217,500.00	10,550.00		228,050.00
142	72120	599	0100	Other Charges	10,859.12	500.00		11,359.12
142	72210	399	0100	Other Contracted Services	183,338.64	9,688.00		193,026.64
142	72210	524	0100	In-Service / Staff Development	156,266.34		20,000.00	136,266.34
142	72130	123	0410	Guidance Personnel	8,156.00		8,156.00	-
142	72130	399	0410	Other Contracted Services	-	8,156.00		8,156.00
142	71100	722	0935	Regular Instruction Equipment	142,500.00		1,500.00	141,000.00
142	72120	131	0935	Medical Personnel	-	47,232.00		47,232.00
142	72120	189	0935	Other Salaries & Wages	47,232.00		47,232.00	-
142	72210	105	0935	Supervisor / Director	-	1,500.00		1,500.00
142	72120	131	0936	Medical Personnel	-	56,360.00		56,360.00
142	72120	189	0936	Other Salaries & Wages	56,360.00		56,360.00	-
Totals					1,365,504.81	174,248.00	174,248.00	1,365,504.81

On this 15th of November, 2022.

Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education

Jeffery G. Mayo, Superintendent
Arlington Community Schools
Secretary to the Board



ACS RESOLUTION 2022-28

A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION TO APPROVE REVISED 2022-23 SCHOOL FIELD TRIPS

WHEREAS, T.C.A. § 49-2-110 provides that schools "shall not require any student to pay a fee to the school for any purpose, except as authorized by the board of education"; AND

WHEREAS, T.C.A. § 49-2-114 provides that fees for activities that occur during regular school hours; fees for activities and supplies required to participate in all courses offered for credit or grade; fees or tuition applicable to courses taken during the summer by a student, except that nonresident students regularly enrolled in another school system may be required to pay fees or tuition for such summer courses; and fees required for graduation ceremonies may be waived for students who receive free or reduced price lunches; AND

WHEREAS, the Tennessee Constitution and State statutes as interpreted by the Tennessee Attorney General prohibit schools from requiring any student, regardless of income, from being charged a fee, "as a condition to attending a public school, or using its equipment while receiving educational training"; AND

WHEREAS, Tennessee State Board Rule No. 0520-01-02-.16 provides that the following school fees may be requested from, but not required of, any student regardless of financial status, provided that the fees are approved by the local board of education:

1. Fees for activities that occur during regular school hours including field trips, any portion of which fall within the school day; or for activities outside regular school hours if required for credit or grade;
2. Fees for activities and supplies required to participate in all courses offered for credit or grade, including interscholastic athletics and marching band if taken for credit in accordance with local board policies;
3. Fees or tuition applicable to courses taken during the summer by a student, except that nonresident students regularly enrolled in another school system may be required to pay fees or tuition for such summer courses;

4. Fees required for graduation ceremonies; and
5. Refundable security deposits requested by a school for use of school property for courses offered for credit or grade, including interscholastic athletics and marching band, if taken for credit or grade.

WHEREAS, although parents are not required to pay "school fees" as defined in Tennessee State Board Rule No. 0520-01-02-.16, certain programs would not be possible if parents did not pay fees.

WHEREAS, State Board Rule No. 0520-01-02-.16 provides that the following fees may be required:

1. Fines imposed on all students for late-returned library books, parking, or other traffic fines imposed for abuse of parking privileges on school property; or reasonable charges for lost or destroyed textbooks, library books, workbooks, or any other property of the school;
2. Debts incurred;
3. Refundable security deposits collected by a school for use of school property for participation in extracurricular, non-credit-bearing activities;
4. Costs for extracurricular activities, occurring outside the regular school day, including sports, optional trips, clubs, or social events; and
5. Non-resident tuition charged of all students attending a school system other than the one serving their place of residence.

NOW, THEREFORE, BE IT RESOLVED BY THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION THAT,

The 2022-2023 field trip schedule, as represented on Attachment "A", is hereby approved.

On this 15th day of November, 2022.

Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education

Jeffery G. Mayo, Superintendent
Arlington Community Schools Board of Education
Secretary to the Board

ATTACHMENT A
Field Trips

Submitter's Name	Start Date	End Date	Activity Title	School	Trip Type	Destination	Grade	Student Fee	Fee Description
ALBERSON, JULIE	12/14/2022	12/14/2022	4th grade field trip	Donelson Elementary	Educational Field Trip	Playhouse on the Square	4	12	\$12 student fee includes \$8.00 for admission, \$3.54 for transportation, and 46 cents for snack/water.
HIGDON, KELLI	4/12/2023	4/12/2023	Kinderqarten Zoo Field Trip	Arlington Elementary	Educational Field Trip	Memphis Zoo	Kinderqarten	15	\$10 per student for zoo admission plus \$5 per student for bus fee. Parents will pay the \$15 field trip fee.



ACS RESOLUTION 2022-29

**A RESOLUTION OF THE
ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION
TO ADOPT THE TIPS, BUYBOARD and NCPA MASTER AGREEMENTS
AND TO AUTHORIZE PARTICIPATION IN THE
TIPS, BUYBOARD and NCPA PURCHASING COOPERATIVES**

WHEREAS, the Arlington Community Schools Board of Education (“ACS” or “The ACS Board”) desires to participate in the TIPS, BuyBoard, and NCPA Purchasing Cooperatives, (the “Cooperatives”), programs created to provide school districts and other governmental entities, nationwide, with competitive pricing options; AND

WHEREAS, ACS is authorized to participate in “Cooperatives” by adopting the Cooperative’s “Master Agreement”, pursuant to T.C.A. § 12-3-1205; AND

WHEREAS, TIPS’s, BuyBoard’s, and NCPA’s solicitation process meets ACS’s solicitation requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Arlington Community Schools Board of Education hereby adopts the terms of TIPS’s, BuyBoard’s, and NCPA’s Master Agreements, which are attached hereto as “Exhibits 1-3” and incorporated herein by reference, and hereby, approves ACS’s participation in the TIPS, BuyBoard, and NCPA Purchasing Cooperatives.

On this 15th of November, 2022.

**Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education**

**Jeffery G. Mayo, Superintendent
Arlington Community Schools
Secretary to the Board**

INTERLOCAL AGREEMENT
Region 8 Education Service Center

PUBLIC ENTITY (TIPS MEMBER)

Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.¹ Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.²

Vision:

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

¹ Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

² Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement 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 the Parties.

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.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

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 site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-

Region 8 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director, Texas Region 8 ESC

Date _____

Date _____

Public Entity Contact Information

Primary Purchasing Person's Name Primary Person's Email Address

Entity Address City State Zip

Secondary Person's Name Secondary Person's Email Address

Entity Phone Number Entity Fax Number



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO 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.
11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Signature of authorized representative

Printed name of person signing
Administrator's Representative for the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address

City

State Zip Code

Telephone

Fax

Email



National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

<u>PROJECT/SERVICES</u>	<u>EFFECTIVE DATE OF CONTRACT</u>
ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION ARLINGTON HIGH SCHOOL FINE ARTS ADDITION AND RENOVATIONS	November 21, 2022
	<u>CONSTRUCTION MANAGER AT-RISK</u>
ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION 12060 ARLINGTON TRAIL ARLINGTON, TENNESSEE 38002	Chris Woods Construction Co. Inc. 8068 U.S. Highway 70 Memphis, Tennessee 38133

This Guaranteed Maximum Price Contract (the "Contract") for the Arlington Community Schools Board of Education's Arlington High School Fine Arts Addition and Renovations (the "Work") is made and entered into by and between Arlington Community Schools Board of Education (hereinafter "ACSBE"), a school district existing under the laws of the State of Tennessee, with its principal offices at 12060 Arlington Trail, Arlington, TN 38002 and Chris Woods Construction Co., Inc., (hereinafter "Construction Manager At-Risk"), organized and existing under the laws of Tennessee, with its principal offices located at the address shown above.

WITNESSETH

WHEREAS, ACSBE desires that the Construction Manager At-Risk furnish Construction Manager services described in the documents comprising this Contract; and

WHEREAS, the Construction Manager At-Risk represents that it is willing and able to provide these services in accordance with the terms of this Contract;

NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I - THE "CONTRACT"

This Contract is comprised of the following documents, including all modifications thereof:

Part I – Contract Documents, including:

- This Contract;
- ACSBE's Request for Qualifications/Proposals for Construction Manager At-Risk (Exhibit A)

Part II – Statement of Work/Project Manual (Documents and Specifications) (Exhibit B)

Part III – ACSBE's General Terms and Conditions for Construction Contracts (Exhibit C)

Part IV – Construction Manager At-Risk's Response to Request for Qualifications/Proposal (Exhibit D)

The Contract Documents are complementary and are intended to include and imply all items required for the proper execution and completion of the Work (as defined in Section 1 of the ACSBE's General Terms and Conditions for Construction Contracts) under this Contract. Any item of Work mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be provided as if shown and mentioned on both. However, in the event of any conflict between or among the Contract Documents, the document requiring the most work or imposing the strongest standard shall control. In the event that there is a conflict between the ACSBE's Request for Qualifications/Proposals for Construction Manager At-Risk (Exhibit "A") and ACSBE's General Terms and Conditions for Construction Contracts (Exhibit "C"), the ACSBE's General Terms and Conditions for Construction Contracts shall control.

In the event that there is a conflict between the Project Manual (Documents and Specifications - Exhibit "B") and the ACSBE's General Terms and Conditions for Construction Contracts (Exhibit "C"), the ACSBE's General Terms and Conditions for Construction Contracts, (Exhibit "C") shall control. In the event that there is a conflict between ACSBE's General Terms and Conditions for Construction Contracts (Exhibit "C") and any other document, ACSBE's Terms and Conditions for Construction Contracts (Exhibit "C") shall control.

Unless specifically included as a part of the Contract Documents, any and all prior negotiations and writings of every kind concerning this Contract or the Work described herein are superseded and supplanted by this Contract. Any changes to the provisions of this Contract, including changes to the Contract Documents and exercise of options, made following the execution of this Contract shall be made only by written Amendment/Change Order to the Contract.

ARTICLE II – DEFINITIONS

General definitions applicable to terms in this Contract are set forth in ACSBE's General Terms and Conditions for Construction Contracts and are supplemented by the following:

- (a) The term "Architect-Engineer" refers to an individual or firm retained by ACSBE who is responsible for generating the designs and/or specifications for Work to be performed by the Construction Manager At-Risk under this Contract. As used in this Contract, the term "Architect-Engineer" also includes structural, mechanical, electrical, or other engineers and consultants normally and customarily retained by an Architect or ACSBE to design the elements and observe the construction of a building structure or system.

ARTICLE III - DESIGNATED REPRESENTATIVES

- (a) The Construction Manager At-Risk's designated representative for this Contract and the project is:

Jon Woods, Vice President
8068 U. S. Highway 70
Bartlett, Tennessee 38133
Telephone: 901-386-3182
Website/E-mail: jwoods@chriswoodsconstruction.com

- (b) ACSBE's designated project and administrative representative is:

Tim Ruff, ACS Director of Operations
Arlington Community Schools
12060 Arlington Trail

Arlington, Tennessee 38002
Telephone: 901-389-2497
E-mail: Tim.Ruff@acsk-12.org

- (c) Agreements and/or actions taken by the Construction Manager At-Risk that, by their nature, effect a change to this Contract, shall only be binding upon ACSBE when such change or action is specifically authorized in writing in advance by ACSBE's Representative listed above. Therefore, any Work or change undertaken by the Construction Manager At-Risk at the direction of anyone other than the ACSBE's Representative, or without the prior written authorization of ACSBE's Representative, is at the Construction Manager At-Risk's own risk.
- (d) The designated representatives set forth in Article III (a) and (b) shall be referred to herein as "Key Personnel."

ARTICLE IV – STATEMENT OF WORK

The Construction Manager At-Risk shall furnish all labor, equipment, material and supervision to complete the Work described in the Contract Documents listed or referred to in Article I hereof for the Project, in accordance with this Contract. The Project Manual (Documents and Specifications) which includes the Statement of Work is attached hereto as Exhibit "B". Construction Manager At-Risk agrees to perform the Work in the manner provided in the Project Manual (Documents and Specifications) (Exhibit "B").

ARTICLE V – AMOUNT OF CONTRACT/BOND

Contract Price/Bond. The Construction Manager At-Risk agrees to perform all of the Work described in Article IV for the Guaranteed Maximum Price of Seven Million, Two Hundred Thirty-Five Thousand, One Hundred Nine Dollars and Seventy-Three Cents (\$7,235,109.73) and a contingency of Five Hundred Thousand Dollars (\$500,000.00). Construction Manager At-Risk shall pledge a 100% performance bond by **November 22, 2022**.

ARTICLE VI – TIME OF PERFORMANCE

- (a) The Work to be performed under this Contract shall commence on **November 28, 2022**. Subject to authorized adjustments, **Substantial Completion shall be achieved by no later than October 11, 2023**.
- (b) Construction Manager At-Risk acknowledges that time is of the essence in the performance of the Work under this contract. Any adjustments to the dates specified above may be made only as authorized in writing by ACSBE.
- (c) Construction Manager At-Risk agrees to pay as liquidated damages and not as a penalty the amount of Five Hundred Dollars (\$500.00) per day for each calendar day beyond **October 11, 2023** that Construction Manager At-Risk fails to achieve substantial completion of the Project. Construction Manager At-Risk specifically agrees to the reasonableness of the liquidated damages penalty amount of Five Hundred Dollars (\$500.00) per day for each calendar day beyond **October 11, 2023** that Construction Manager At-Risk fails to achieve substantial completion of the Project.

ARTICLE VII – PAYMENTS

(a) In accordance with the ACSBE's General Terms and Conditions for Construction Contracts, the Construction Manager At-Risk shall prepare and submit monthly invoices or "Applications for Payment" for Work performed under this Contract.

(b) Invoices shall contain sufficient detail and be submitted with supporting documentation as required by the ACSBE's General Terms and Conditions for Construction Contracts. Invoices shall be typed or computer-generated, shall include the Construction Manager At-Risk's name and payment/remittance address, and shall cite the name of this Project, "Arlington High School Fine Arts Addition and Renovations". The Construction Manager At-Risk shall direct all invoices to the attention of Tim Ruff at the following address:

Arlington Community Schools Board of Education
Attention: Tim Ruff
12060 Arlington Trail
Arlington, Tennessee 38002
E-mail: Tim.Ruff@acsk-12.org

(c) Except as otherwise provided for in this Contract, the Construction Manager At-Risk shall not invoice for nor will ACSBE pay amounts that exceed the Contract Price established in this Contract.

(d) Payment will be made to the Construction Manager At-Risk within sixty (60) days after receipt by ACSBE of an invoice that is submitted in proper form and which has been approved by the ACSBE Superintendent and the Architect-Engineer with whom ACS has contracted for this Project. Release of payment will be conditioned upon review and approval of the invoice by Tim Ruff and the ACSBE Superintendent.

ARTICLE VIII - INSURANCE CERTIFICATES

(a) **Insurance.** Prior to beginning any of the Work on the Project or at the time of execution of this Contract, whichever occurs first, the Construction Manager At-Risk shall establish, maintain and keep in force policies for minimum insurance coverage as indicated in ACSBE's General Terms and Conditions for Construction Contracts.

(b) Prior to the Construction Manager At-Risk entering ACSBE's premises to begin Work under this Contract –

(1) The Construction Manager At-Risk shall submit an insurance certificate(s) evidencing compliance with all requirements for insurance coverage to Tim Ruff for review and approval; and

(2) In accordance with the ACSBE's General Terms and Conditions for Construction Contracts, the Construction Manager At-Risk shall require and verify compliance with the insurance requirements by any Subcontractor that may be engaged by the Construction Manager At-Risk for Work under this Contract.

(c) As required by the ACSBE's General Terms and Conditions for Construction Contracts, Construction Manager At-Risk is responsible for ensuring that ACSBE is notified in advance of any material change to or renewal of any of the insurance coverages during the term of the Contract and, in the event of such changes, Construction

Manager At-Risk shall provide a new insurance certificate to evidence continued compliance with ACSBE's insurance requirements.

(d) Compliance with this Article VIII shall be a condition precedent to payment under this Contract.

ARTICLE IX – BACKGROUND CHECKS AND FINGERPRINTING

(a) Construction Manager At-Risk hereby acknowledges that it is aware of the provisions of Tennessee Code Annotated § 49-5-413 requiring the fingerprint background check of any of its employees or subcontractors that work on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus.

(b) Construction Manager At-Risk hereby certifies that it has, and will, at all times during the performance of the Work, comply with the provisions of this statute, and will provide to ACSBE, upon request, proof of its compliance with this provision. A default by Construction Manager At-Risk of the provisions of this Article IX shall be automatic grounds for termination of this Contract pursuant to the ACSBE's General Terms and Conditions for Construction Contracts.

ARTICLE X – CERTIFICATES OF COMPLIANCE

Construction Manager At-Risk agrees to execute and comply with the attached Affidavit of Compliance with Drug-Free Workplace Requirements of T.C.A. § 50-9-113, Certification of Compliance with T.C.A. § 12-4-119, Boycotts of Israel, and Iran Divestment Act Certification, T.C.A. § 12-12-111.

ARTICLE XI – INDEPENDENT CONTRACTOR

In performing its obligations under this Contract, Construction Manager At-Risk and its subcontractors shall be independent contractors and not agents or employees of ACSBE. It is the intention of the Parties that they not be considered to be joint employers.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract:

CHRIS WOODS CONSTRUCTION CO. INC.

**ARLINGTON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

BY:  _____

BY: _____

PRINTED: JON WOODS _____

PRINTED: JEFFERY G. MAYO _____

TITLE: VICE PRESIDENT

TITLE: SUPERINTENDENT

DATE: 11/4/2022 _____

DATE: _____

**ARLINGTON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

BY: _____

PRINTED: DR. DALE VIOX

TITLE: BOARD CHAIRMAN

DATE: _____

**AFFIDAVIT OF COMPLIANCE WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with bid by Construction Contractor with five (5) or more employees)

I, Jon C. Woods, President or other Principal Officer of Chris Woods Construction Co, Inc (Name of Company), swear or affirm that the Chris Woods Construction Co, Inc. (Name of Company) has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the Company is in compliance with the Tennessee Code Annotated, § 50-9-113.

By: [Signature]
President or Principal Officer

For: _____

Date: 11/4/2022

STATE OF TENNESSEE)
COUNTY OF Shelby)

Subscribed and sworn before me by Jon Woods, President or Principal Officer of Chris Woods Construction (Name of Company).

On this 4th Day of November, 2022.

Karen A. Hudson
NOTARY PUBLIC



My Commission Expires: 3/8/23

**CERTIFICATION OF COMPLIANCE WITH T.C.A. § 12-4-127
IN REGARD TO BOYCOTTS OF ISRAEL**

Effective July 1, 2022, this form must be completed by all contractors with ten (10) or more employees, that contract with public entities to acquire or dispose of services, supplies, information technology, or construction, when the contract totals \$250,000 or more.

I, the undersigned, certify that my company is not currently engaged in, nor for the duration of any contract with Arlington Community Schools Board of Education will my company engage in, a boycott of Israel.

NAME OF COMPANY Chris Woods Construction Co., Inc.

By: [Signature]
Signature
Company Representative – _____
Title: Vice President

Date: 11/4/2022

STATE OF TENNESSEE)
COUNTY OF Shelby)

Subscribed and sworn before me by Jon Woods, who represents
Chris Woods Construction (Name of Company).

On this 4th Day of November, 2022.

Karen A. Hudson
NOTARY PUBLIC



My Commission Expires: 3/8/23

**CERTIFICATION OF COMPLIANCE WITH THE
IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, *et seq.*, ("Act"). This form must be submitted with any bidder proposal regardless of where the principal place of business is located.

Pursuant to the Act, this Certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this Certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any respondent, certifies, and in the case of a joint bid or contract, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Jon C. Woods

Printed Respondent Name

[Signature]

Signature of Authorized Official

Vice President

Title of Authorized Official

STATE OF TENNESSEE)
COUNTY OF Shelby)

Subscribed and sworn before me by Jon Woods, Authorized Official
of Chris Woods Construction (Name of Company).



On this 4th Day of November, 2022.

Karen A. Hedson
NOTARY PUBLIC

My Commission Expires: 3/8/23

FY23 ESSER 2.0 and ESSER 3.0 Application Board Approval School Year 2022-23

Due December 1, 2022

LEA #: 0793	LEA Name (Legal Name of Agency): Arlington Community Schools
LEA Legal Mailing Address:	
Street Address: <u>12060 Arlington Trail</u>	
City: <u>Arlington</u> State: <u>Tennessee</u> Zip: <u>38002</u>	

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year's application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

November 15, 2022

Board Meeting Date

Director of Schools (Signature)

Jeffery G. Mayo
Director of Schools (Print Name)

Date Signed

Board of Education Official (Signature)

Dr. Dale Viox
Board of Education Official (Print Name)

Date Signed



Math Textbook Adoption Committee
 Adoption Process – School Year 2022-23
 Implementation Process – School Year 2023-24

School	Name	Grade/Course/Association	Role
Donelson Elementary	Cecelia Dubuisson	Kindergarten	Teacher
Donelson Elementary	Leslie Harris	First Grade	Teacher
Donelson Elementary	Kodie Norville	Second Grade	Teacher
Donelson Elementary	Kelly Wortham	Third Grade	Teacher
Donelson Elementary	Angela Levin	Fourth Grade	Teacher
Donelson Elementary	Teri Johnson	Fifth Grade	Teacher
Donelson Elementary	Melanie Atkins	Representative	Parent
Arlington Elementary	Alison Brewington	Kindergarten	Teacher
Arlington Elementary	Diana Raney	First Grade	Teacher
Arlington Elementary	Carol Benjamin	Second Grade	Teacher
Arlington Elementary	Terrisita Freeman	Third Grade	Teacher
Arlington Elementary	Sherryn Henrikson	Fourth Grade	Teacher
Arlington Elementary	Lisa Brigance	Fifth Grade	Teacher
Arlington Elementary	Brooke Sullivan	Representative	Parent
District Office	Andrea Cotner	Elementary	Supervisor
Arlington Middle	Jennifer Harvey	Sixth Grade	Teacher
Arlington Middle	Julia Moeller	Seventh Grade	Teacher
Arlington Middle	Alanna Fausel	Eighth Grade	Teacher
Arlington Middle	Janet Baker	Algebra I	Teacher
Arlington Middle	Susan Bain	Representative	Parent
District Office	Trassey Evans	Middle	Supervisor
Arlington High	Candice McGuire	Algebra I	Teacher
Arlington High	Kristin Tucker	Geometry	Teacher
Arlington High	Denita Deaton	Algebra II	Teacher
Arlington High	Carla Parham	Upper-Level Math Courses	Teacher
Arlington High	Jennifer Luttrell	Upper-Level Math Courses	Teacher
Arlington High	Barbara Wilson	Representative	Parent
Arlington High	Lisa Maxwell	Representative	Parent
District Office	Kim Douglas	High School	Supervisor
District Office	Jeffery Mayo	District	Ex-Officio Member

-If additional textbooks/courses become available for preview that require additional committee members, the local board of education will be notified for review and approval.