



**Arlington Community Schools Regular Board Meeting  
December 12, 2023 5:30 PM  
12060 Arlington Trail, Arlington, TN 38002**

1. Call to Order and Roll Call
2. Pledge to the Flag/Moment of Silence
3. Citizens Comments (limited to 2 minutes per speaker)
4. Approval of Agenda
5. Reports
  - 5.A. Chairman's Report
  - 5.B. Superintendent's Report
  - 5.C. Financial Reports
  - 5.D. Legislative Liaison
6. Consent Agenda
  - 6.A. Approval of October 24, 2023 Minutes
  - 6.B. Policy 6.201 Compulsory Attendance and Withdrawal
  - 6.C. Resolution 2023-26 of the Arlington Community Schools Board of Education Amending the 2023-2024 Schools Budget
  - 6.D. Resolution 2023-27 of the Arlington Community Schools Board of Education to Approve Revised 2023-2024 School Fees and Field Trips
7. Business/Recommended Action Items
  - 7.A. Resolution 2023-28 of the Arlington Community Schools Board of Education to Adopt the Harris County Department of Education Master Agreement and to Authorize Participation in the Harris County Department of Education Purchasing Cooperative
  - 7.B. Resolution 2023-29 of the Arlington Community Schools Board of Education to Adopt a Legislative Agenda for 2024
  - 7.C. Approval of Budget Planning and Preparation Calendar for Fiscal Year 2025
  - 7.D. Recommendation to Approve the Architectural/Engineering Services Agreement for the Arlington High School Softball and Football Fieldhouses with 4F Design, P.C. for the guaranteed price of Five Hundred, Twenty-Seven Thousand, One hundred and Fifty Dollars (\$527,150.00)
  - 7.E. Approval of Interlocal Agreement for Student Transportation Assistance between Collierville Schools Board of Education, Arlington Community Schools Board of Education, Bartlett City Schools Board of Education, Lakeland School System Board of Education and Germantown Municipal School District Board of Education
8. Adjourn



**Arlington Community Schools Regular Board Meeting**  
**December 12, 2023 5:30 PM**  
**12060 Arlington Trail, Arlington, TN 38002**

Pre-Meeting Presentations:

- 5:10: Tenured Teachers
- 5:20: Shepherd's Haven

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3. Citizens Comments (limited to 2 minutes per speaker)
4. Approval of Agenda
5. Reports
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  - 5.D. TLR Report
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  - 7.D. Recommendation to Approve the Architectural/Engineering Services Agreement for the Arlington High School Softball and Football Fieldhouses with 4F Design, P.C. for the guaranteed price of Five Hundred, Twenty-Seven Thousand, One hundred and Fifty Dollars (\$527,150.00)
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8. Adjourn



ARLINGTON COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
2023-2024 BUDGET REPORT

October 31, 2023  
Arlington, Tennessee

# ARLINGTON COMMUNITY SCHOOLS

## GENERAL FUND REVENUE

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436176

2:49:13 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
40110	Current Property Tax	14,250,000.00	14,250,000.00	281,634.55	1,162,489.81	0.00	0.00	13,087,510.19	8
40120	Trustee's Collection - Prior Years	150,000.00	150,000.00	30,747.75	94,699.05	0.00	0.00	55,300.95	63
40130	Clerk & Master/Circuit Court - Prior Years	100,000.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0
40140	Interest & Penalty	12,000.00	12,000.00	78,690.03	362,515.36	0.00	0.00	-350,515.36	3,021
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	135,000.00	135,000.00	1,020.72	6,178.64	0.00	0.00	128,821.36	5
40210	Local Option Sales Taxes	8,150,000.00	8,150,000.00	706,077.45	2,106,364.77	0.00	0.00	6,043,635.23	26
40240	Wheel Tax	1,000,000.00	1,000,000.00	98,203.40	203,368.80	0.00	0.00	796,631.20	20
40270	Business Tax	1,500.00	1,500.00	264.99	347.63	0.00	0.00	1,152.37	23
40275	Mixed Drink Tax	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0
40610	Current Property Tax	250,000.00	250,000.00	0.00	0.00	0.00	0.00	250,000.00	0
43513	Tuition - Summer School	30,000.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0
43517	Tuition - Other	560,000.00	560,000.00	10,225.25	357,002.05	0.00	0.00	202,997.95	64
43990	Other Charges for Services	200.00	200.00	25.00	100.00	0.00	0.00	100.00	50
44120	Lease/Rentals	30,000.00	30,000.00	0.00	3,015.00	0.00	0.00	26,985.00	10
44170	Miscellaneous Refunds	2,000.00	2,000.00	0.00	0.04	0.00	0.00	1,999.96	0
44560	Damages Recovered from Individuals	0.00	0.00	0.00	38.00	0.00	0.00	-38.00	0
44990	Other Local Revenue	95,000.00	95,000.00	8,145.00	50,460.00	0.00	0.00	44,540.00	53
46510	TISA	28,995,032.00	28,995,032.00	2,894,387.01	8,683,161.01	0.00	0.00	20,311,870.99	30
46590	Other State Education Funds	560,000.00	560,000.00	0.00	0.00	0.00	0.00	560,000.00	0
46610	Career Ladder Program	65,000.00	65,000.00	30,998.20	30,998.20	0.00	0.00	34,001.80	48
46790	Other Vocational	0.00	1,472,048.43	28,097.92	28,097.92	0.00	0.00	1,443,950.51	2
47590	Other Federal Thru State	50,000.00	50,000.00	10,348.00	20,027.00	0.00	0.00	29,973.00	40
49700	Insurance Recovery	160,000.00	160,000.00	0.00	3,041.68	0.00	0.00	156,958.32	2
49800	Transfers In	12,979,217.00	12,979,217.00	1,029,586.17	1,034,647.65	0.00	0.00	11,944,569.35	8
<b>TOTALS:</b>	<b>Ledger Type: 4 - REVENUES</b>	<b>67,699,949.00</b>	<b>69,171,997.43</b>	<b>5,208,451.44</b>	<b>14,146,552.61</b>	<b>0.00</b>	<b>0.00</b>	<b>55,025,444.82</b>	<b>20</b>

# ARLINGTON COMMUNITY SCHOOLS

## GENERAL FUND EXPENSES

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436177

2:49:29 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 5 - EXPENSES

DEPT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
000	DEPARTMENT CODE N/A	383,333.00	383,333.00	-10,146.47	333,333.00	0.00	0.00	50,000.00	87
110	BOARD OF EDUCATION	1,737,631.00	1,737,631.00	45,658.03	341,667.81	0.00	490.22	1,395,472.97	20
210	DIRECTOR OF SCHOOLS	989,313.00	1,084,551.00	83,983.98	311,973.04	16,473.92	0.00	756,104.04	30
215	OFFICE OF PRINCIPAL	3,056,403.00	3,056,403.00	247,119.32	837,987.79	0.00	0.00	2,218,415.21	27
310	REGULAR EDUCATION INSTRUCTION	26,461,344.00	26,035,165.43	1,924,511.54	6,570,656.39	44,722.68	374.00	19,419,412.36	25
315	ALTERNATIVE EDUCATION	406,321.00	527,499.57	35,511.88	94,757.12	0.00	0.00	432,742.45	18
320	SPECIAL EDUCATION	3,593,268.00	3,593,268.00	252,605.06	748,048.60	324.00	0.00	2,844,895.40	21
325	CAREER & TECHNICAL INSTRUCTION	1,454,384.00	2,414,075.18	100,479.59	310,522.78	56,027.43	972.75	2,046,552.22	15
328	STUDENT BODY EDUCATIONAL PROGRAM	0.00	500,000.00	21,134.53	24,654.03	44,585.10	0.00	430,760.87	14
330	OTHER STUDENT SUPPORT	1,170,360.00	1,384,017.25	91,965.78	302,032.12	0.00	0.00	1,081,985.13	22
335	REGULAR EDUCATION INSTRUCTION SUPPORT	2,452,453.00	2,492,453.00	191,180.25	823,854.02	11,550.86	0.00	1,657,048.12	34
340	SPECIAL EDUCATION SUPPORT	1,534,293.00	1,534,293.00	142,184.17	336,062.56	5,251.60	0.00	1,192,978.84	22
345	CAREER & TECHNICAL SUPPORT	159,067.00	218,817.00	11,132.26	42,528.81	0.00	0.00	176,288.19	19
350	ACCOUNTABILITY	681,274.00	748,522.00	50,422.58	225,458.85	473.75	69.41	522,519.99	30
410	FISCAL SERVICES	917,317.00	822,079.00	51,438.46	261,069.05	3,857.24	0.00	557,152.71	32
515	HUMAN RESOURCES	532,084.00	629,032.00	46,336.06	196,131.75	7,320.01	0.00	425,580.24	32
610	STUDENT SERVICES	979,360.00	815,164.00	57,784.44	271,749.76	947.31	0.00	542,466.93	33
615	HEALTH SERVICES	448,444.00	448,444.00	33,298.12	98,975.52	0.00	0.00	349,468.48	22
620	COORDINATED SCHOOL HEALTH	95,339.00	95,339.00	5,783.97	23,100.30	90.00	0.00	72,148.70	24
710	OPERATION OF PLANT	3,352,663.00	3,352,663.00	441,578.45	1,110,900.06	901,077.66	0.00	1,340,685.28	60
715	MAINTENANCE OF PLANT	1,169,882.00	1,169,882.00	61,694.00	284,500.84	35,770.89	0.00	849,610.27	27
720	SAFETY	256,080.00	256,080.00	10,819.28	32,139.69	0.00	0.00	223,940.31	13
722	SAFE SCHOOLS	112,000.00	112,000.00	0.00	0.00	0.00	0.00	112,000.00	0
725	TECHNOLOGY	1,084,057.00	1,085,257.00	50,091.00	346,938.56	184,307.82	0.00	554,010.62	49
730	PLANNING	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
735	TRANSPORTATION	2,011,779.00	2,011,779.00	299,772.47	350,386.22	74,430.70	0.00	1,586,962.08	21
810	REGULAR CAPITAL OUTLAY	12,641,500.00	12,644,250.00	1,475,635.65	3,057,911.14	315,914.82	0.00	9,270,424.04	27
<b>TOTALS:</b>	<b>Ledger Type: 5 - EXPENSES</b>	<b>67,699,949.00</b>	<b>69,171,997.43</b>	<b>5,721,974.40</b>	<b>17,337,339.81</b>	<b>1,703,125.79</b>	<b>1,906.38</b>	<b>50,129,625.45</b>	<b>28</b>



ARLINGTON COMMUNITY SCHOOLS  
SCHOOL NUTRITION  
2023-2024 BUDGET REPORT

October 31, 2023  
Arlington, Tennessee

# ARLINGTON COMMUNITY SCHOOLS

## NUTRITION FUND REVENUE

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436178

2:49:50 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
43521	Lunch Pymt-Child	1,000.00	1,000.00	72,161.20	228,590.15	0.00	0.00	-227,590.15	22,859
43522	Lunch Pymt-Adult	13,000.00	13,000.00	1,873.00	7,212.50	0.00	0.00	5,787.50	55
43523	Breakfast Income	1,000.00	1,000.00	5,273.40	16,512.70	0.00	0.00	-15,512.70	1,651
43525	A la Carte Sales	200,000.00	200,000.00	57,931.10	169,113.25	0.00	0.00	30,886.75	85
44170	Miscellaneous Refunds	0.00	0.00	687.87	1,104.46	0.00	0.00	-1,104.46	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	44,844.82	135,153.52	0.00	0.00	1,664,846.48	8
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	6,142.60	18,853.24	0.00	0.00	331,146.76	5
47114	USDA - Other	243,274.00	243,274.00	3,256.00	3,256.00	0.00	0.00	240,018.00	1
49800	Transfers In	400,000.00	400,000.00	0.00	0.00	0.00	0.00	400,000.00	0
<b>TOTALS:</b>	<b>Ledger Type: 4 - REVENUES</b>	<b>3,102,274.00</b>	<b>3,102,274.00</b>	<b>192,169.99</b>	<b>579,795.82</b>	<b>0.00</b>	<b>0.00</b>	<b>2,522,478.18</b>	<b>19</b>

# ARLINGTON COMMUNITY SCHOOLS

## NUTRITION FUND EXPENSES

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436179

2:50:10 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 5 - EXPENSES

OBJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
105	Supervisor/Director	241,100.00	241,100.00	19,938.78	71,508.84	0.00	0.00	169,591.16	30
165	Cafeteria Personnel	438,209.00	438,209.00	31,908.48	98,278.44	0.00	0.00	339,930.56	22
201	Social Security	42,117.00	42,117.00	3,080.35	10,191.38	0.00	0.00	31,925.62	24
204	Pensions	50,269.00	50,269.00	2,493.45	8,457.35	0.00	0.00	41,811.65	17
206	Life Insurance	4,669.00	4,669.00	106.08	265.20	0.00	0.00	4,403.80	6
207	Medical Insurance	80,000.00	80,000.00	4,018.90	10,047.25	0.00	0.00	69,952.75	13
212	Employer Medicare	9,850.00	9,850.00	720.33	2,383.42	0.00	0.00	7,466.58	24
217	Retirement Hybrid Stabilization	2,060.00	2,060.00	84.39	279.66	0.00	0.00	1,780.34	14
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	92.28	137.95	0.00	0.00	862.05	14
399	Other Contracted Services	16,000.00	16,000.00	192.00	768.00	1,344.00	0.00	13,888.00	13
422	Food Supplies	1,300,000.00	1,300,000.00	87,785.11	244,801.40	49,633.74	0.00	1,005,564.86	23
435	Office Supplies	1,000.00	1,000.00	36.11	303.19	0.00	0.00	696.81	30
451	Uniforms	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
469	USDA Commodities	90,000.00	90,000.00	0.00	0.00	0.00	0.00	90,000.00	0
471	Software	5,000.00	5,000.00	0.00	0.00	495.00	0.00	4,505.00	10
499	Other Supplies & Materials	300,000.00	300,000.00	9,742.11	27,597.22	8,383.99	0.00	264,018.79	12
524	In-Service/Staff Development	8,000.00	8,000.00	0.00	49.47	0.00	0.00	7,950.53	1
599	Other Charges	5,000.00	5,000.00	0.00	1,472.42	1,437.39	0.00	2,090.19	58
710	Food Service Equipment	50,000.00	50,000.00	1,441.29	2,699.29	22,819.00	0.00	24,481.71	51
799	Other Capital Outlay	455,000.00	455,000.00	0.00	213,474.33	0.00	0.00	241,525.67	47
<b>TOTALS:</b>	<b>Ledger Type: 5 - EXPENSES</b>	<b>3,102,274.00</b>	<b>3,102,274.00</b>	<b>161,639.66</b>	<b>692,714.81</b>	<b>84,113.12</b>	<b>0.00</b>	<b>2,325,446.07</b>	<b>25</b>



ARLINGTON COMMUNITY SCHOOLS  
FEDERAL & DISCRETIONARY GRANTS  
2023-2024 BUDGET REPORT

October 31, 2023  
Arlington, Tennessee

# ARLINGTON COMMUNITY SCHOOLS

## GRANT REVENUE

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436180

2:50:40 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 4 - REVENUES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
0100	Title I, Part A, Improving Academic Achievement	228,255.00	326,201.87	10,950.70	125,336.31	0.00	0.00	200,865.56	38
0200	Title II, Part A, Training & Recruiting	111,030.89	147,099.78	0.00	29,385.37	0.00	0.00	117,714.41	20
0300	Title III, Part A, English Language Acquisition	8,600.57	9,851.79	4,628.20	6,228.68	0.00	0.00	3,623.11	63
0410	Title IV, Part A, Safe & Drug Free Schools	15,177.82	15,177.82	224.88	3,014.08	0.00	0.00	12,163.74	20
0702	ARP Homeless 2.0	0.00	13,616.75	565.95	4,873.75	0.00	0.00	8,743.00	36
0800	Carl Perkins	52,281.01	56,202.49	3,749.00	22,515.01	0.00	0.00	33,687.48	40
0900	IDEA, Part B	1,374,738.00	1,397,235.82	94,686.72	261,624.15	0.00	0.00	1,135,611.67	19
0901	ARP IDEA, Part B	0.00	1,495.00	1,424.40	1,424.40	0.00	0.00	70.60	95
0910	IDEA, Preschool	20,875.00	26,051.84	2,316.28	3,056.20	0.00	0.00	22,995.64	12
0936	ARPA / ESSER 3.0	5,480,285.00	3,661,976.81	59,115.72	410,244.18	0.00	0.00	3,251,732.63	11
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	12,625.00	27,625.00	0.00	0.00	102,375.00	21
6012	TN STEM Innovation Network - Battelle Education	0.00	8,700.00	0.00	8,700.00	0.00	0.00	0.00	100
6013	State Special Education Preschool Grant	0.00	121,775.44	0.00	0.00	0.00	0.00	121,775.44	0
6028	Public School Security Grant	0.00	195,923.09	0.00	0.00	0.00	0.00	195,923.09	0
<b>TOTALS:</b>	<b>Ledger Type: 4 - REVENUES</b>	<b>7,441,243.29</b>	<b>6,131,308.50</b>	<b>190,286.85</b>	<b>904,027.13</b>	<b>0.00</b>	<b>0.00</b>	<b>5,227,281.37</b>	<b>15</b>

# ARLINGTON COMMUNITY SCHOOLS

## GRANT EXPENSES

11/29/2023

Report Code: BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436181

2:51:10 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 5 - EXPENSES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
0100	Title I, Part A, Improving Academic Achievement	228,255.00	326,201.87	10,950.70	125,336.31	0.00	0.00	200,865.56	38
0200	Title II, Part A, Training & Recruiting	111,030.89	147,099.78	0.00	29,385.37	0.00	0.00	117,714.41	20
0300	Title III, Part A, English Language Acquisition	8,600.57	9,851.79	4,628.20	6,228.68	575.00	0.00	3,048.11	69
0410	Title IV, Part A, Safe & Drug Free Schools	15,177.82	15,177.82	224.88	3,014.08	0.00	0.00	12,163.74	20
0702	ARP Homeless 2.0	0.00	13,616.75	565.95	4,873.75	0.00	0.00	8,743.00	36
0800	Carl Perkins	52,281.01	56,202.49	3,749.00	22,515.01	15,000.00	0.00	18,687.48	67
0900	IDEA, Part B	1,374,738.00	1,397,235.82	95,133.89	262,071.32	7,327.00	0.00	1,127,837.50	19
0901	ARP IDEA, Part B	0.00	1,495.00	1,424.40	1,424.40	0.00	0.00	70.60	95
0910	IDEA, Preschool	20,875.00	26,051.84	2,316.28	3,056.20	697.36	0.00	22,298.28	14
0936	ARPA / ESSER 3.0	5,480,285.00	3,661,976.81	59,115.72	410,244.18	75,114.33	0.00	3,176,618.30	13
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	0.00	0.00	0.00	0.00	130,000.00	0
6012	TN STEM Innovation Network - Battelle Education	0.00	8,700.00	0.00	0.00	0.00	0.00	8,700.00	0
6013	State Special Education Preschool Grant	0.00	121,775.44	0.00	0.00	0.00	0.00	121,775.44	0
6028	Public School Security Grant	0.00	195,923.09	0.00	0.00	0.00	0.00	195,923.09	0
<b>TOTALS:</b>	<b>Ledger Type: 5 - EXPENSES</b>	<b>7,441,243.29</b>	<b>6,131,308.50</b>	<b>178,109.02</b>	<b>868,149.30</b>	<b>98,713.69</b>	<b>0.00</b>	<b>5,164,445.51</b>	<b>16</b>



ARLINGTON COMMUNITY SCHOOLS  
CONSTRUCTION IN PROGRESS  
2023-2024 BUDGET REPORT

October 31, 2023  
Arlington, Tennessee

# ARLINGTON COMMUNITY SCHOOLS

## CIP RESTRICTED FOR CAPITAL PROJECTS

11/29/2023

Report Code:                   BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436182

2:51:31 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
49100	Bonds Issued	1,800,000.00	1,800,000.00	165,938.00	165,938.00	0.00	0.00	1,634,062.00	9
<b>TOTALS:</b>	<b>Ledger Type: 4 - REVENUES</b>	<b>1,800,000.00</b>	<b>1,800,000.00</b>	<b>165,938.00</b>	<b>165,938.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,634,062.00</b>	<b>9</b>

# ARLINGTON COMMUNITY SCHOOLS

## CIP EXPENSES

11/29/2023

Report Code:                   BAT\_GL\_TEMPLATE

BATCH QUEUE ID 436183

2:51:51 PM

FOR OCTOBER, 2023 THRU OCTOBER, 2023

LEDGER TYPE : 5 - EXPENSES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
91300	Education Capital Projects	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0
<b>TOTALS:</b>	<b>Ledger Type: 5 - EXPENSES</b>	<b>1,800,000.00</b>	<b>1,800,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,800,000.00</b>	<b>0</b>



## ACS RESOLUTION 2023-26

### **A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION AMENDING THE 2023-2024 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 2023-2024 annual budget on May 23, 2023; AND

**WHEREAS**, the Town of Arlington adopted ACS’s 2023-2024 budget on June 5, 2023; 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 2023-2024 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 2023-2024 budget:

<b>Fund 141 - 71000 Instruction</b>								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
141	71100	11600	0000	Teachers	17,403,900.00		207,000.00	17,196,900.00
141	71100	18800	0000	Bonus Payments	260,000.00	207,000.00		467,000.00
<b>Totals</b>					<b>17,663,900.00</b>	<b>207,000.00</b>	<b>207,000.00</b>	<b>17,663,900.00</b>
<b>Fund 141 - 72000 - Instructional Support Service</b>								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
141	72250	30800	0000	Consultants	46,200.00		20,000.00	26,200.00
141	72250	59900	0000	Other Charges	139,500.00	20,000.00		159,500.00
<b>Totals</b>					<b>185,700.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>185,700.00</b>

On this 12<sup>th</sup> of December, 2023.

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**Scott Benjamin, Chairman**  
**Arlington Community Schools**  
**Board of Education**

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



## **ACS RESOLUTION 2023-27**

### **A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION TO APPROVE REVISED 2023-24 SCHOOL FEES AND 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 revisions to the 2023-2024 fee/field trip schedule, as represented on Attachment "A", are hereby approved.

On this 12<sup>TH</sup> day of December, 2023.

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**Scott Benjamin**  
Arlington Community Schools  
Board of Education

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

# ATTACHMENT A

## December 2023 School Fees

	Required Fee	Purpose	Club/Team	Sponsor/Coach	Notes
AHS	\$300.00	Annual	Tennis	Blaine Brewer	Updated costs include uniforms, equipment, tournaments, non-faculty assistant stipend, training aids, team banquet, etc.

## December 2023 Field Trips

Submitter's Name	Start Date	End Date	Activity Title	School	Trip Type	Destination	Grade	Student Fee	Fee Description
DIXON, KASEY	12/15/2023	12/15/2023	2nd Grade Field Trip - Schoolhouse Rock, Live!	Donelson Elementary	Educational Field Trip	Playhouse on the Square	2	11	The \$11.00 student fee includes the following: \$5 for admission ticket, \$5.47 for bus transportation, and 53 cents for snack/water.
ASHBEE, PATRICK	3/4/2024	3/4/2024	THSPA Awards	Arlington High	Educational Field Trip	Lipscomb University	High School	35	Cost includes bus fee only.
APPLEWHITE, CLYMESA	3/17/2024	3/21/2024	SkillsUSA Industry Tours	Arlington High	Educational Field Trip	Washington, DC and Virginia	CTE	1300	The total student fee of \$1300 includes \$300 - hotel, \$100 - food, \$500 - airfare, and \$400 - tours).
ASHBEE, PATRICK	3/19/2024	3/19/2024	Media Arts @ Memphis Zoo	Arlington High	Educational Field Trip	Memphis Zoo	12	25	The \$25 student fee includes zoo admittance (\$12) and bus transportation (\$13).
ASHBEE, PATRICK	4/2/2024	4/2/2024	Ghostbusters Sequel	Arlington High	Non-Instructional Field Trip	Stage Cinema	High School	25	Students will pay \$15 for a ticket to the film. This will also include concessions. \$10 covers costs for auditorium rental.



**ACS RESOLUTION 2023-28**

**A RESOLUTION OF THE  
ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION TO ADOPT THE  
HARRIS COUNTY DEPARTMENT OF EDUCATION MASTER AGREEMENT  
AND TO AUTHORIZE PARTICIPATION IN THE  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
PURCHASING COOPERATIVE**

WHEREAS, the Arlington Community Schools Board of Education (“ACS” or “The ACS Board”) desires to participate in the Harris County Department of Education Purchasing Cooperative, (the “Cooperative”), a program created to provide school districts and other governmental entities, nationwide, with competitive pricing options; AND

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

WHEREAS, Harris County Department of Education’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 Harris County Department of Education’s Master Agreement, which is attached hereto as “Exhibit 1” and incorporated herein by reference, and hereby, approves ACS’s participation in the Harris County Department of Education Purchasing Cooperative.

On this 12th of December, 2023.

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**Scott Benjamin, Chairman  
Arlington Community Schools  
Board of Education**

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

## EXHIBIT 1

### **Interlocal Contract - Interstate Between Harris County Department of Education & Arlington Community Schools Board of Education**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interstate Contract (“Contract”) is made and entered into by and between the Harris County Department of Education (“HCDE”) located in Houston, Texas and the Arlington Community Schools Board of Education (“Entity”), located in Arlington, Tennessee, for the purpose of allowing Entity to purchase services under the same terms, conditions, and prices as are available to all participants of HCDE’s Choice Partners cooperative.

#### **PREAMBLE**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas and to agencies of other states, pursuant to Texas Government Code § 791.011(b)(2). Both HCDE and Entity desire to set forth, in writing, the terms and conditions of their agreement.

#### **GENERAL TERMS AND CONDITIONS**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Term.** This Contract is effective from the date of the first signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. **Agreement.** The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. HCDE:**
    - Represents that it has secured the vendor(s)’ agreement to provide commodities and/or services to its non-Texas members under the terms, conditions, and prices as contracted for Texas governmental entities.
    - Represents that it has reviewed the contract(s) and determined that it complies with any and all applicable rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing in the State of Texas.
  - B. Entity:**
    - Agrees that it is Entity’s responsibility to ensure that its State’s rules, regulations, and statutes applicable to competitive procurement and cooperative purchasing allow Entity’s participation in out-of-state contracts.
    - Agrees that it shall issue any and all purchase orders or other applicable authorizations for purchases made on its behalf to Choice Partner’s vendors.
    - Agrees that it shall provide Choice Partners with a copy of any contract or purchase order based on a Choice Partners contract.

## EXHIBIT 1

- Agrees to follow the terms and conditions of each independent contract or purchase orders for each Choice Partner vendor.
4. As is. HCDE makes this Contract available to Choice Partners participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the Contract for the benefit of Entity.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to Entity, Entity, its personnel and agents, shall not, directly or indirectly, whether for Entity’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract shall not be altered, changed, or amended except by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

**Harris County Department of Education**  
**Attention: James Colbert, Jr.**  
**County School Superintendent**  
**6300 Irvington Boulevard**  
**Houston, Texas 77022**  
**Telephone: 713-694-6300**

**Arlington Community Schools Board of Education**  
**Attention: Jeffery G. Mayo**  
**Superintendent Arlington Community Schools**  
**12060 Arlington Trail**  
**Arlington, Tennessee 38002**  
**Telephone: 901-389-2497**

9. Relation of Parties. It is the intention of the parties that Entity is independent of HCDE and is not an employee, agent, joint venturer, or partner of HCDE, and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture, or partner, between HCDE and Entity or HCDE and any of Entity’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide Entity these services. During the Term of Contract, Entity reserves the right to use all available resources to procure other services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By Entity upon 30 days’ notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice;
  - By either party by giving thirty (30) days written notice to the other party; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.
12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and Entity. Both parties agree to allow the Entity to use any or all of the following programs and/or services with no charge from HCDE including Choice Partners.

**EXHIBIT 1**

Entity agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interstate Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Contract and any addendum, the provisions of the addendum will govern.

- 13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
- 14. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
- 15. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and Entity have executed this Contract to be effective on the date specified in Article 1. Term above:

**ARLINGTON COMMUNITY SCHOOLS BOARD  
OF EDUCATION**

**HARRIS COUNTY DEPARTMENT OF  
EDUCATION**

**Entity Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Jeffery G. Mayo**

**James Colbert, Jr.**

**Printed Name**

**Printed Name**

**Superintendent, Arlington Community Schools**

**County School Superintendent**

**Title**

**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## **ACS RESOLUTION 2023-29**

### **A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION TO ADOPT A LEGISLATIVE AGENDA FOR 2024**

**WHEREAS**, the Arlington Community Schools Board of Education believes that school boards across the State of Tennessee have an obligation to advocate for public education; AND

**WHEREAS**, the Arlington Community Schools Board of Education believes that it is the obligation of each school board in the State of Tennessee to advocate for public education and express that advocacy to the Members of the Tennessee General Assembly.

**NOW, THEREFORE, BE IT RESOLVED** that the Arlington Community Schools Board of Education adopts the following legislative initiatives as its Legislative Agenda for 2024:

#### **Opposes Publicly Funded Vouchers**

Tennessee taxpayers have been told that the purpose of vouchers (*a.k.a.* Education Savings Accounts) is to increase educational opportunities for disadvantaged students. Statistically, however, the educational opportunities for disadvantaged students attending public k-12 schools are greater than those who attend private institutions through voucher programs. As a matter of fact, among the highest performing school districts in the State of Tennessee are public k-12 schools.

According to the United States Census Bureau, for FY 2021, among the 20 states with the lowest per public spending were Texas, Florida, Arkansas, and Tennessee, all states that support vouchers. In a September 8, 2023 article in EducationData.Org, it is reported that, “Tennessee k-12 schools rank 45<sup>th</sup> in spending and 44<sup>th</sup> in funding”. ACS maintains that it would be a better use of taxpayer dollars to provide more funding to public schools and move Tennessee into the top 10 states for the highest per pupil spending for public k-12 schools, before money is spent on private institutions.

### **Opposes A-F School District Grading**

Tennesseans have been told that the purpose for the A-F school district grading is to provide parents with a way to assess the quality of education at each school. For public schools, such information is already available on the Tennessee Report Card. A parent can find any relevant information they need to assess the quality of any public school, by simply entering the name of the school into the Tennessee Report Card website. Using the Tennessee Report Card, parents have the ability to decide for themselves what weight they desire to give to a school with a 20% graduation rate, for example. The A-F grading system proposed is not as a reliable indicator as the Tennessee Report Card, in that it provides a false positive or negative result, based upon the manipulation of the weight given to factors selected and disregards the weight a particular parent wishes to assign to the factors that are most important to that particular parent.

### **Supports Full Funding For Special Education Preschool Programs**

Tennesseans have been told that the TISA funding formula funds school districts using a “student needs based formula”. The education of preschool students with special needs between the ages of 3 and 5 in classrooms which include their typical peers is required by State and Federal law; however, the education of those students is not funded through the TISA funding formula. Whereas, the State does have some grants for those mandated special education preschool programs, **full** State funding for those programs is not being provided. ACS supports the inclusion, in the TISA funding formula, of the **full cost** of operating the special education preschool programs, which includes typical peers.

### **Supports a Legislative Pathway for Persons with Industry Certifications and at Least 5 Years of Relevant Work Experience to Teach Career and Technical Classes**

Additionally, the General Assembly has mandated public school districts to offer career and technical programs for their students. However, school districts are finding it difficult, if not impossible, to find qualified persons to teach those courses, due to the legislative impediment that said classes must be taught by teachers holding a teaching license. Although the State has made an allowance for persons with industry certifications to teach said courses, there is a requirement that a licensed teacher also be present during the time that the classes are taught by the persons with industry certifications; this is an untenable situation because it requires duplication of costs and efforts for school districts to pay two individuals to “teach” one class. Additionally, when the legislation requiring school districts to offer career and technical classes was adopted by the General Assembly, Tennesseans were told that the purpose for such requirements was in order to offer students more opportunities to find meaningful CTE related jobs and to provide Tennessee industries with qualified personnel to perform their CTE related jobs. However, despite those claims, the General Assembly has failed to remove the legislative impediments which prevent Tennessee students from learning from CTE related industry experts. ACS therefore supports a legislative pathway for persons with industry certifications and at least 5 years of relevant work

experience to teach Career and Technical Classes, without the need of a possessing a teaching license or having a licensed teacher in the classroom.

**Opposes Legislative Retention Requirements Based in Full or in Part Upon  
Mathematics Proficiency on Standardized Tests**

In 2021, the General Assembly adopted Public Chapter No. 1, which provided in pertinent part that, “Beginning with the 2022-23 school year, a student in third-grade shall not be promoted to the next grade level unless the student is determined to be proficient in **English language arts** based on the student’s achieving a performance level rating of “on track” or “mastered” on the **ELA portion of the student’s most recent TCAP**”. (Interestingly, private schools do not have the same legislative requirement, yet some members of the General Assembly support spending more State funds, in the form of vouchers, to those private schools.)

At the time that the aforementioned law was passed and continuing to present, ACS has supported allowing school districts the discretion to make retention decisions based on school district data which measures student progress, rather than upon TCAP results. ACS believes that it is unfair to make retention decisions based upon one test, when experience shows that some students may be proficient and yet be unable to show such proficiency based upon one standardized test. For those same reasons, ACS opposes any legislative requirement that retention be based in full or in part upon **mathematics proficiency** on standardized tests, such as **TCAP**.

**BE IT RESOLVED** that the Arlington Community Schools Board of Education urges the Tennessee General Assembly to take action consistent with the Arlington Community Schools Board of Education’s 2024 Legislative Agenda.

On this   12<sup>th</sup>   day of December, 2023.

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**Scott Benjamin, Chairman**  
**Arlington Community Schools**  
**Board of Education**

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

**ARLINGTON COMMUNITY SCHOOLS  
BUDGET PLANNING AND PREPARATION CALENDAR  
FISCAL YEAR 2024-2025**

November 27, 2023	DRAFT BUDGET CALENDAR PRESENTED TO SUPERINTENDENT
December 12, 2023	<b>DRAFT BUDGET CALENDAR PRESENTED AT REGULAR BOARD MEETING</b>
January 8, 2024	BUDGET INFORMATION PACKETS, GUIDELINES, AND ENROLLMENT PROJECTIONS PROVIDED TO EXECUTIVE STAFF
February 12, 2024	BUDGET REQUESTS DUE FROM EXECUTIVE STAFF
March 4, 2024	PRELIMINARY BUDGET MEETING WITH EXECUTIVE STAFF
April 8, 2024	PROPOSED BUDGET PROVIDED TO BOARD MEMBERS
April 22-26, 2024	<b>MEETING WITH BOARD MEMBERS TO DISCUSS PROPOSED BUDGET</b>
May 6, 2024	PROPOSED BUDGET AVAILABLE ONLINE FOR INSPECTION BY INTERESTED CITIZENS
May 14, 2024	<b>SCHOOL BOARD BUDGET WORK SESSION (IF NEEDED)</b>
May 21, 2024	<b>SCHOOL BOARD MEETING FOR APPROVAL OF FISCAL YEAR 2024-2025 BUDGET</b>
May 23, 2024	PROPOSED BUDGET DELIVERED TO BOARD OF MAYOR AND ALDERMAN
June 3, 2024	<b>BOARD OF MAYOR AND ALDERMAN APPROVAL OF BUDGET</b>
August 1, 2024	SUBMIT BUDGET TO STATE OF TENNESSEE COMMISSIONER OF EDUCATION

**INTERLOCAL AGREEMENT FOR  
STUDENT TRANSPORTATION ASSISTANCE**

This Agreement is made and entered into by and between the Collierville Schools Board of Education (“Provider”), a public school district, located at 145 West Poplar Ave, Collierville, TN 38017 and Arlington Community Schools Board of Education, Bartlett City Schools Board of Education, Lakeland School System Board of Education, and the Germantown Municipal School District Board of Education, (the “Districts” or the “Boards”).

**WITNESSETH:**

**WHEREAS**, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

**WHEREAS**, the Parties are in need of Student Transportation services in order to serve their present and future needs; and

**WHEREAS**, the Collierville Schools Board of Education has a Student Transportation staff with sufficient qualifications to provide those services to the Board; and

**WHEREAS**, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Collierville Schools Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Student Transportation services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools or their designee shall be that Party’s representative with regard to their respective Districts’ Student Transportation needs and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors,” shall serve as the point of contact for the Provider, the Provider’s Director, and all Student Transportation personnel concerning disputes regarding the terms of this Agreement or any services provided hereunder.
3. Services – The Provider shall cause its Student Transportation personnel (“Student Transportation Personnel”) to deliver the Student Transportation (the “Services”) outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Third-Party Contract(s) – The Parties expressly acknowledge, and this Agreement contemplates, that Provider has entered into a third-party contract, which includes a yearly subscription cost, for Student Transportation software (the “Software”)

necessary for the delivery of the Services outlined on Attachment A. The Software shall be made accessible to the Districts subject to the terms and conditions stated on Attachment B. Each such third-party software contract shall be and is hereby incorporated herein by reference, and each of the Parties shall be bound by all terms, conditions, obligations, limitations and exclusions set forth therein as if a signatory thereto, including but not limited to any warranties, limitations on warranties, limitations of liability, intellectual property rights and restrictions, and termination provisions, provided that Provider shall not bind Parties to indemnification of a third party provider to an extent impermissible under Tennessee law. Such terms, conditions, obligations, limitations and exclusions shall apply to any claim by any District or Board against Provider concerning the subject matter hereof.

The Parties further acknowledge that each District has collectively entered into an agreement with Durham School Services, L.P. (“Bus Vendor”) for the transportation of its pupils using vehicles provided by the Bus Vendor. While the Provider may, as outlined on Attachment A, schedule and coordinate routing for each District with the Bus Vendor and, for escalated issues and upon request, act in a limited capacity as a liaison between the Bus Vendor and the Districts, the Bus Vendor’s services shall be governed exclusively by the agreement between the Districts and the Bus Vendor and the Provider shall not be responsible in any way for such services. Likewise, the Student Transportation Services to be provided under this Agreement shall not include any of the services for which the Districts have contracted with the Bus Vendor, nor shall the terms and conditions of the contract between the Bus Vendor and the Districts govern the instant Agreement in any respect.

5. Oversight – The Provider shall use its own facilities, equipment, personnel, and personnel policies in providing the Services under this Agreement. Student Transportation Personnel shall be considered employees of the Provider for all purposes and shall not be under the control or supervision of the Parties’ Boards or Directors of Schools.
6. Relationship Between the Parties – The relationship between the Boards and the Provider or the Provider’s Student Transportation Personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Consideration – In consideration for the Services listed in Attachment A, each District shall pay the Provider twenty percent (20%) of the cost of providing Student Transportation Services.
8. Extraordinary Expenditures – If the Provider determines that an expense/s outside of the “contract price” may be incurred, Provider shall provide the anticipated expense/s to the affected Districts prior to incurring the expense/s. If the affected District(s) believe that the expense/s are necessary, the expense/s shall be equally apportioned between the Provider and the affected District(s). Services beyond

those listed in Attachment A will be outside the scope of this Agreement and must be agreed upon, in writing, by the Provider and the party(s) for whom the additional work will be performed prior to commencement of any such work.

9. **Payment** – The Provider shall invoice the Boards monthly, with the first payment being due July 1, 2023. All payments shall be remitted within thirty (30) calendar days to Collierville Schools, Attention: Chief Financial Officer, 146 College Street, Collierville, TN 38017.
10. **Term** – The term of this Agreement shall commence on July 1, 2023 and shall end on the termination of the Agreement between the Districts and the Bus Vendor.
11. **Termination for Cause** – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching Party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties. Except for circumstances beyond the Provider’s control which make the continued performance of this Agreement impossible or impracticable with respect to the non-breaching Districts, termination by the Provider pursuant to this paragraph shall be effective only with regard to the breaching District; the Agreement shall continue under the same terms and conditions with respect to all other Districts.
12. **Access to Student Transportation Services** – The Parties acknowledge that Student Transportation Services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Student Transportation Personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to the Services.
13. **Force Majeure** – If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond any Party’s reasonable control (“Force Majeure”), and if the Party unable to carry out its obligations gives the other Parties prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such

causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

14. **Liability** – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer the Services to the Parties in an advisory role, and all decision-making authority remains entirely vested in each District. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. To the extent permitted by Tennessee law, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Transportation Personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
15. **Governing Law** – This Agreement shall be exclusively governed by the laws of the State of Tennessee.
16. **Notice** – All notices to Consortium required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
  - a) Notices to Collierville Schools shall be sent to:  
  
Attn: Superintendent’s Office  
Collierville Schools  
145 W. Poplar Ave,  
Collierville, TN 38017
  - b) Notices to Bartlett City Board of Education shall be sent to:  
  
Attn: Superintendent’s Office  
Bartlett City Schools  
5650 Woodlawn Drive  
Bartlett, TN 38134
  - c) Notices to Arlington Community Schools Board of Education shall be sent to:  
  
Attn: Superintendent’s Office  
Arlington Community Schools  
12060 Arlington Trail  
Arlington, TN 38002
  - d) Notices to Lakeland Board of Education shall be sent to:

Attn: Superintendent's Office  
Lakeland School System  
5020 Lions Crest Drive  
Lakeland, TN 38002

- e) Notices to Germantown Municipal School District Board of Education shall be sent to:

Attn: Superintendent's Office  
Germantown Municipal School District  
3350 S. Forest Hill-Irene Rd,  
Germantown, TN 38138

17. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.
18. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
19. Assignment – The rights and obligations of this Agreement are not assignable.
20. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
21. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
22. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

23. Counterparts - This Agreement may be signed in multiple counterparts, each of which shall be an original, and shall be binding on the Parties hereto and their servants and assigns.
24. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the Boards of Education of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2023.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

**Collierville Board of Education**

\_\_\_\_\_  
Wright Cox, Chair

\_\_\_\_\_  
Gary Lilly, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Bartlett City Schools Board of Education**

\_\_\_\_\_  
Shirley Jackson, Chair

\_\_\_\_\_  
David Stephens, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Germantown Municipal School District  
Board of Education**

\_\_\_\_\_  
Ryan Strain, Chair

\_\_\_\_\_  
Jason Manuel, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Arlington Community Schools Board of  
Education**

\_\_\_\_\_  
Scott Benjamin, Chair

\_\_\_\_\_  
Jeffery Mayo, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

**Lakeland Board of Education**

\_\_\_\_\_  
Laura Harrison, Chair

\_\_\_\_\_  
Ted Horrell, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney

## ATTACHMENT A- SCOPE OF STUDENT TRANSPORTATION SERVICES

Student Transportation Services (the “Services”) pursuant to this Agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts with regard to all matters relating to compliance with school transportation objectives, policies, and procedures of the Tennessee Department of Education and state and federal laws and regulations related to school transportation;
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ future student transportation needs;
3. Assist and advise the Directors on all administrative matters related to transportation and prepare reports and make presentations, as requested;
4. Encode policy, route students, assign stops, and schedule buses for the Districts using Transportation Software;
5. Coordinate transportation routing and schedule transportation services with Bus Vendor for each District to ensure safety and efficiency;
6. Recommend and coordinate route changes during the school year to ensure student loads are balanced and within legal limits and, upon approval of such changes by the Directors, communicate such changes to the Bus Vendor;
7. When the Bus Vendor is unable to resolve issues related to parent concerns regarding school bus stop placement, hardship waivers, and routing schedules, assist the Districts, as requested, on researching and resolving such escalated issues;
8. Respond to requests from the Directors or their designees to provide information related to transportation services;
9. Make recommendations and communicate with the Directors regarding routes for newly enrolled students, schedules, missed stops, bus/route changes and other updates;
10. Update computerized District maps for each District with information provided by the Planning Department;
11. Generate reports, maps, and route information using Transportation Software and disseminate to appropriate personnel in each District;
12. Assist Districts, as requested, and serve as a liaison between the Districts and the supplying Bus Vendor with regard to developing transportation budget proposals for the department of instruction, special education, and alternative services;

13. Make recommendations, as requested, with regard to opening and closing times for all schools to ensure efficiency of service. The Bartlett City Schools, the Lakeland School System, and the Arlington Community Schools acknowledge a three tiered bell system for the purpose of school start and end times for the term of this Agreement. If one or more Parties decide to implement a different system of bell times (“Change”), and such Change directly impacts the costs or efficiency of student transportation in another District (“Affected District”) as determined by the Provider or, in the case of a Provider Change, as determined by the Bus Vendor, then the changing Party shall reimburse the Affected District(s) for the direct costs incurred that constitute more than two and a half percent (2.5%) of the Affected District’s total year’s costs under the Consortium’s with the Bus Vendor, or Fifty Thousand Dollars (\$50,000), whichever is less. Direct costs include, but are not limited to, additional costs incurred due to the loss of shared routes between Districts. This provision shall not apply to the Collierville Schools or to the Germantown Municipal School District.
14. Assist and advise Districts with regard to coordinating the placement of crossing guards for schools with law enforcement officials in each District, as requested;
15. Evaluate and make recommendations, as requested, with regard to planning and coordinating safest delivery patterns for students on each campus;
16. Make recommendations with regard to establishing Parent Responsibility Zones for each school to determine student eligibility for transportation services;
17. Consult with the Directors as requested to assist with, guide and/or coordinate training of the Districts’ employees on Transportation Software;
18. Organize, prepare, and process State transportation reports, subject to review and approval of the Districts;
19. Assist Districts, as requested, with the administration of grant funds related to transportation and prepare any requisite reports related to same, subject to review and approval of the Districts; and
20. Any other such duties reasonably related to transportation services as assigned or requested by the Directors.

## ATTACHMENT B – THIRD-PARTY CONTRACT(S)

The Interlocal Agreement for Student Transportation Assistance acknowledges that Provider has entered into a third-party contract and subscription with Tyler Technologies, Inc. (the “Software Vendor”) for Routing & Planning software, e-Link software, and Onscreen (GPS) software (the “Software”), which Software is necessary for the delivery of the Services outlined on Attachment A. While the Provider shall be the exclusive licensee of such Software, reports, maps, routes, and other transportation reports generated by the Software will be made accessible to the Districts subject to the following terms and conditions:

1. Scope of Services to be Provided under Third-Party Contract – The Software Vendor shall provide all services and deliverables to the Provider as required, described, and detailed in the Software Vendor’s Statement of Work.
2. Consideration – Payment for the Districts’ access to the Software shall be made as follows:
  - a) Annual Software Costs – The Software Vendor’s annual costs associated with the licensing of and access to the Software (“Annual Software Costs”) shall be included in the Provider’s Annual Student Transportation Budget(s) and, accordingly, shall be apportioned among the Districts.
3. Software Vendor Services Outside the Statement of Work – Software Vendor services beyond what is included in the Software Vendor’s Statement of Work are outside the scope of this Agreement and shall be the responsibility of the District for whom the additional services are requested (the “Requesting District”).
  - a) Any District in need of such additional services shall communicate such request to the Provider’s Transportation Personnel. Upon such notice, Transportation Personnel will function as the Requesting District’s point of contact with the Software Vendor to arrange for such additional services.
  - b) The Requesting District shall enter into a Statement of Work with the Software Vendor for the additional services and Software Vendor shall invoice the Requesting District directly for any and all costs and fees related to the provision of such additional services. In no event shall the Provider be responsible for any charges, fees, or costs related to the provision of such additional services to the Requesting District.
4. Termination –
  - a) Rights Upon Termination – The Districts’ payment for Annual Software Costs shall entitle any District which terminates according to the terms of the Agreement (the “Terminating District”) to its electronic records maintained by the Software Vendor and any associated records or documents maintained by the Provider, but such Terminating District shall have no right to the software itself, the software license and/or subscription, or any service included in the Software Vendor’s Statement of Work beyond the date of termination. In no

event shall the Terminating District be entitled to a refund of its share of the Initial Software Costs.

b) Fees and Costs Related to Termination – Software Vendor’s charges or fees, if any, related to cancelling the Terminating District’s access to the Software or packaging and/or exporting the Terminating District’s electronic records shall be invoiced directly to the Terminating District. Likewise, any other Software Vendor charges or fees incurred by Provider that arise out of the Terminating District’s decision to terminate shall be invoiced by the Provider to the Terminating District.

5. Access to Technical Support or Information – The Parties acknowledge that the Provider’s Transportation Personnel are the primary points of contact with the Software Vendor for the provision of the services outlined in the Software Vendor’s Statement of Work. The Provider’s Transportation Personnel has developed a protocol for requesting technical support, maintenance, and/or information related to the Software. Such protocol shall ensure that Transportation Personnel are apprised of all such requests and that the Districts’ are provided prompt and efficient access to technical support, maintenance, and/or information from the Software Vendor.

4846-4936-1254, v. 1

## 2023-24 COLLIERVILLE SHARED SERVICES BUDGET

Prepared June 27, 2023

**FINAL**

	2023-24	Totals	Participating Districts	Cost Per District
Transportation			Arlington	76,791
	Supervisor	94,966	Bartlett	76,791
	Router	64,033	Collierville	76,791
	Router	55,745	Germantown	76,791
	Clerk	51,226	Lakeland	76,791
	Life Insurance	1,000		
	Medical Insurance	28,000		
	Social Security	16,490		
	Retirement	28,086		
	Medicare	3,857		
	VersaTrans Maint	28,627		
	VersaTrans Training	5,625		
	PD	6,300		
Total		383,955		
Grand Total		383,955		383,955

Collierville Shared Services Selected Participation Costs 2023-24  
Shared Equally Among Participating Districts

**FINAL**

District	Transportation	Total 2023-24	Monthly Amount
Arlington	76,791	76,791	6,399
Bartlett	76,791	76,791	6,399
Collierville	76,791	76,791	6,399
Germantown	76,791	76,791	6,399
Lakeland	76,791	76,791	6,399
<b>Total</b>	<b>383,955</b>	<b>383,955</b>	<b>31,996</b>