

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, June 8, 2023
5:00 p.m.**

**NOTICE of Regular Meeting of the Board of Trustees at the Administration Building,
Board Room, 690 East Lamar Boulevard, Arlington, Texas**

Meetings may be viewed online at www.aisd.net. One or more members of the Board of Trustees may participate in this meeting via videoconference call. A quorum of the Board of Trustees will be physically present at the Administration Building.

*Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item or non-agenda item shall be required to register at <https://www.aisd.net/boardmeetingspeakerrequest> **NO LATER THAN 3:00 p.m. the day of the board meeting** indicating (1) person's name; (2) subject the member of the public wishes to discuss, and; (3) telephone number at which the member of the public may be reached.*

CALL TO ORDER: 5:00 p.m., Board Chamber

CLOSED MEETING: Board Conference Room

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

1. Administrative Appointments/Personnel Ratification
2. Superintendent Search

RECONVENE INTO OPEN SESSION: 6:30 p.m., Board Room

OPENING CEREMONY:

PROGRAM AND/OR PRESENTATION:

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

- A. Recognition of J. Woodrow Counts Scholarship Recipients
- B. Recognition of Outgoing Student Leadership Advisory Board

PUBLIC HEARING:

- A. Optional Flexible School Day Program 2022-2023
- B. Optional Flexible School Day Program 2023-2024

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** This first Open Forum is limited to agenda items other than personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

APPOINTMENTS:

- A. Consider Ratification of Administrative Appointments: (pg. 7)
Principal for Lamar High, Principal for Barnett Junior High, Principal for Amos Elementary, Principal for Moore Elementary, Principal for Starrett Elementary, Assistant Principal for Arlington High, Assistant Principal for Beckham Elementary, Assistant Principal for Fitzgerald Elementary, Assistant Principal for Peach Elementary, Assistant Principal for Sherrod Elementary

ACTION:

- A. Consider and Act on a Resolution Directing Finance Staff to Proceed with Arrangements for a 2023 Bond Issuance Using a Portion of the 2019 Bond Election Authorization and a Potential Bond Refunding; Engaging Consultants with Respect to that Bond Issuance and Appointing Members of an Underwriting Syndicate (pg. 8)

DISCUSSION / ACTION:

- A. Consider Preliminary 2023-2024 Budget and Authorization of Advertisement of Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (pg. 35)

CONSENT AGENDA:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 37)
- B. Approval of Bids, Purchases, Construction Items (pg. 39)
 - 23-44 Carter Junior High Replacement School Project
 - 23-78 Demolition of Structures at 2140 S. Davis Drive & 1221 E. Division Street
- C. Approval of Purchases Greater Than \$50,000 Exempt from Bid (pg. 46)
 - 23-06-08-01 Asphalt Parking Lot
 - 23-06-08-02 HVAC Improvements at AISD Annex/Textbooks
 - 23-06-08-03 Rack Systems at AISD Annex/Textbooks
 - 23-06-08-04 Forklifts and Reach Truck for AISD Annex/Textbooks
 - 23-06-08-05 Bowie HS Tennis Courts Resurfacing
 - 23-06-08-06 Outside Contracted Services
 - 23-06-08-07 Charter Buses
 - 23-06-08-08 Human Resources Internet Web Based Sourcing Applications/Software
 - 23-06-08-09 Propane Fuel
 - 23-06-08-10 Computers/Chromebooks/Carts/Deployment/MDM/Catalog
 - 23-06-08-11 Off-Duty Police Officers Extra Duty Pay Summer
- D. Approval of Monthly Financial Reports for Period Ending April 30, 2023 (pg. 48)
- E. Approval of Monthly Investment Report for Period Ending April 30, 2023 (pg. 57)
- F. Approval of Minutes of Previous Meetings, May 2023 (pg. 78)
- G. Approval of the Interlocal Agreement with Tarrant County Local Workforce Development Board to Conduct Tarrant County Adult Education and Literacy Consortium’s English as a Second Language, Adult Basic Education, and Adult Secondary Education Program (pg. 94)

DISCUSSION:

- A. District Improvement Plan Progress Monitoring Update (pg. 143)

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT’S REPORT:

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

students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

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

SCHOOL BOARD'S REPORTS:

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

The Board Members will report on the following subjects:

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

GRIEVANCE HEARING:

- A. Level IV Grievance Hearing of David Jarvis

CLOSED MEETING:

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

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

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

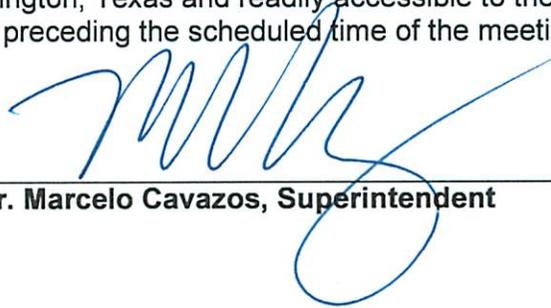
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

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

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 5th day of June, 2023 at 5:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 8, 2023	Action Item
Subject:	Ratification of Administrative Personnel	

Purpose:

The purpose of this action item is to ratify the appointment of the Principal for Lamar High, Principal for Barnett Junior High, Principal for Amos Elementary, Principal for Moore Elementary, Principal for Starrett Elementary, Assistant Principal for Arlington High, Assistant Principal for Beckham Elementary, Assistant Principal for Fitzgerald Elementary, Assistant Principal for Peach Elementary, and Assistant Principal for Sherrod Elementary.

Background:

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Scott Kahl Date: May 30, 2023
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Arlington Independent School District Board of Trustees Communication

Meeting Date: June 8, 2023	Action Item
Subject: Consider and act on a resolution directing finance staff to proceed with arrangements for a 2023 bond issuance using a portion of the 2019 bond election authorization and a potential bond refunding; engaging consultants with respect to that bond issuance and appointing members of an underwriting syndicate.	

Purpose: To give the Board of Trustees the opportunity to consider and act on a resolution appointing a financial advisor, bond counsel and underwriters, and directing staff and the appointed consultants to prepare for the sale of bonds.

Background: Arlington ISD voters approved a bond proposition of \$966,000,000 on November 5, 2019 (2019 Bond Package). The amount of the bond proposition was based on recommendations made by a Capital Needs Steering Committee appointed by the Board and charged with the task of recommending prioritized facilities and identified capital needs through 2025. The committee recommended that bonds be sold to provide for construction and equipment of school buildings; site acquisition; fine arts equipment and uniforms; safety, security, and technology improvements; and buses and white fleet vehicles. In March 2020, the District issued the first installment of the bonds from the 2019 Bond Package, using \$311,104,011 of the voted bond authorization. The second installment of the bonds was issued in March 2021 using \$194,414,161 of the voted bond authorization. The third installment of the bonds was issued in March 2022 using \$196,943,128 of the voted bond authorization.

This action item calls for the approval of a resolution appointing consultants and underwriters and directing staff and consultants to prepare for the fourth sale of bonds from the 2019 Bond Package. The sale of new bonds is planned for July 2023. The bond sale will use approximately \$100,000,000 of bonds authorized in the 2019 bond election. Proceeds from this sale will be used for construction; safety, security, and technology improvements; fine arts equipment and uniforms; and to purchase buses and white fleet vehicles.

In addition, the district has the potential opportunity to refund a portion of the District's Series 2020 taxable refunding bond issue for debt service savings. This would be refunding of non-callable maturities, including 2025-2030. The refunding would be done to take advantage of the relationship between the taxable interest rates and current tax-exempt interest rates, and the favorable escrow yields. The refunding would only be included if minimum annual savings of at least \$85,000 per year could be achieved for 2025 through 2030.

Recommendation: The Administration recommends that the Board approve the resolution appointing engagements of Hilltop Securities Inc. as financial advisors and McCall, Parkhurst & Horton L.L.P. as bond counsel be extended in connection with the issuance, sale, and delivery of the July 2023 bond sale and directing staff and the consultants to prepare for the sale. Administration further recommends that the following firms be appointed to act as underwriters with respect to the offering of the proposed bonds:

Siebert Williams Shank & Co., LLC – senior manager
BOK Financial Securities, Inc. – co-manager
Frost Bank – co-manager

Raymond James & Associates, Inc. – co-manager
RBC Capital Markets, LLC – co-manager

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Darla Moss <hr/> Date: May 31, 2023
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RESOLUTION APPOINTING CONSULTANTS AND DIRECTING STAFF AND CONSULTANTS TO PREPARE FOR THE ISSUANCE AND SALE OF BONDS

WHEREAS, by virtue of an election held within Arlington Independent School District (the “District”) on November 5, 2019 (the “Election”), this Board of Trustees (the “Board”) became authorized to issue, sell and deliver \$966,000,000 of unlimited tax bonds for the purpose of the acquisition, construction and equipment of school buildings in the District and for the purchase of school sites and school buses; and

WHEREAS, the Board finds and determines that it is necessary and proper to proceed with arrangements for the future authorization in 2023 of the issuance of the fourth installment of such voted bonds; and

WHEREAS, the District has various series of outstanding bonds that may be refunded (the “Refunding Candidates”) in connection with the proposed, voted “new money” bonds described above, to produce debt services savings for the District with respect to such series; and

WHEREAS, in furtherance of such determination and circumstances, this Board desires to extend the engagement of the District's financial advisor and bond counsel for a potential issuance of voted bonds and potentially for the refunding of the Refunding Candidates in 2023; and

WHEREAS, this Board desires to direct such consultants and staff to take all such action as may be necessary to prepare for the issuance and sale of such bonds using voted authorization to fund school facilities and equipment and simultaneously to refund all or part of the Refunding Candidates as the opportunity presents itself, subject to future authorization of the Board (all such bonds to be issued for such purposes are hereinafter the “Proposed 2023 Bonds”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ARLINGTON INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Appointment of Financial Advisor. The extension of the engagement of Hilltop Securities Inc., as financial advisor to the District in connection with the issuance, sale and delivery of the Proposed 2023 Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the District and such firm with respect to such services as financial advisor is hereby authorized in such form as may be approved by the President of the Board of Trustees, and the President is hereby authorized to execute such engagement letter.

Section 2. Appointment of Bond Counsel. The extension of the engagement of McCall, Parkhurst & Horton L.L.P. as bond counsel to the District in connection with the issuance, sale and delivery of the Proposed 2023 Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the District and such firm with respect to such services as bond counsel is hereby authorized in such form as may be approved by the President of the Board of Trustees, and the President is hereby authorized to execute such engagement letter.

Section 3. Appointment of Underwriters. The Board hereby selects and appoints the following firms to act as underwriters with respect to the offering of the Proposed 2023 Bonds, provided that the terms of such appointment shall be as set forth in a bond purchase contract that will be approved by the Board (or delegated by the Board to an officer of the Issuer acting on behalf of the District) at the time that the Board authorizes the issuance of the Proposed 2023 Bonds:

Siebert Williams Shank & Co., LLC – senior manager
RBC Capital Markets, LLC – co-manager
Frost Bank – co-manager
Raymond James & Associates, Inc. – co-manager
BOK Financial Securities, Inc. – co-manager

Section 4. Authorization to Proceed with Preliminary Financing Arrangements. The Board hereby authorizes

and directs that its financial advisor, bond counsel and professional staff proceed with such actions, including preparing a bond official statement, making application to the Texas Education Agency for a Permanent School Fund guarantee for the Proposed 2023 Bonds, obtaining ratings from one or more national rating agencies, and taking such other preliminary steps needed with respect to the offering of the Proposed 2023 Bonds, provided that this resolution does not constitute the approval of the Board for the authorization of the Proposed 2023 Bonds, as such approval may be obtained at a subsequent meeting of the Board when such preliminary arrangements have been made for the offering and sale of the Proposed 2023 Bonds.

Passed, approved and effective this June 8, 2023.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees



717 N. Harwood Street, Suite 3400
Dallas, Texas 75201

214-953-8705 Direct
214-953-4050 Fax

George H. Williford
Managing Director

George.Williford@hilltopsecurities.com

Date: May 31, 2023

To: Darla Moss

Re: Possible Underwriters for Upcoming Bond Issue

The District is planning issuance of \$100 million from the voted bond authorization from the 2019 election. Additionally, possible refunding of a portion of the outstanding Series 2020 taxable refunding issue will be considered. Currently, pricing and marketing of the issue is planned for the third week of July.

For an issue of this size, an underwriting syndicate of five firms would be appropriate. The District wants to have an adequate number of firms with capabilities to assure good sales effort and distribution, while providing incentive for performance by the various firms which are members of the syndicate.

Based upon our discussion and your determination, the syndicate to be recommended to the Board would be:

Senior manager – Siebert Williams Shank & Co., LLC
Co-managers – BOK Financial Securities, Inc.
Frost Bank
Raymond James
RBC Capital Markets

Siebert Williams is a nationally recognized underwriting firm, and ranks in the top ten senior managing underwriters to Texas School Districts during the past year. They are also in the top five senior managers for all Texas issues during the past year. They have served as senior managing underwriter on issues of over \$100 million for San Antonio ISD, Katy ISD, United ISD, Fort Bend ISD, Cypress Fairbanks ISD, Fort Worth ISD and Spring ISD, among others. They were senior manager on the District's 2021 and 2022 issuances.

All recommended co-manager firms rank in the top ten underwriters for Texas School Districts during the past three years. BOK Financial Securities, Inc., Raymond James, and RBC are among the top five senior managing underwriters for Texas school districts for the past year. Frost is a leading historical bank purchaser of Texas school district bond issues, and has built a growing underwriting presence in recent years.

Based upon the above reasons, Hilltop Securities is in agreement with our discussion that these firms would comprise a recommendable underwriting syndicate for the upcoming issue. Please call on me with any questions, or if we can provide additional information. As always, we appreciate the continued opportunity to be of service to Arlington ISD.



717 North Harwood Street, Suite 3400
Dallas, Texas 75201

(214) 953-8705 Direct
(214) 840-5081 Fax

George Williford
Managing Director

George.Williford@hilltopsecurities.com

May 31, 2023

Ms. Darla Moss
Chief Financial Officer
Arlington Independent School District
690 East Lamar Boulevard
Arlington, Texas 76011

Re: Engagement of Financial Advisor

Dear Ms. Moss:

Hilltop Securities Inc. (“HTS” or “HilltopSecurities”) appreciates the opportunity to continue to serve Arlington Independent School District (the “District”) as its Financial Advisor on its upcoming issuance of Unlimited Tax School Building and Refunding Bonds, Series 2023 (the “Bonds”). Please let this letter confirm the terms of our engagement.

Scope of Services and Engagement Duration:

HTS agrees to provide financial advisory services to the District related to the issuance of the Bonds. This engagement shall begin upon your written acceptance below and shall remain in effect until delivery of the Bonds or until terminated by either party.

Planning for New Issuance

1. **Recommendations.** Making recommendations to the District on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
2. **Market Information.** Advising the District of HilltopSecurities’ view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.
3. Reviewing the District’s recommended investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (a) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the District, in connection with the preparation of any preliminary or final official statement or offering memorandum. HTS

will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;

(b) Advising the District on the fairness of the price offered by the underwriters;

(c) Advising the District in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

4. **Offering Documents for Competitive Offerings.** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the District), official bid form and such other documents as may be required and submitting all such documents to the District for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the District with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the District approves the final official statement for distribution.

5. **Credit Ratings.** Making recommendations to the District on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the District, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the District as may be approved or directed by the District.

6. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

* * * * *

Amendments to this scope of Municipal Advisory Services may be effected by replacement with a new version or by the addition of an addendum, either of which shall be dated.

Expenses Reimbursement and Compensation for Services Rendered:

The fees due to HTS for the services set forth and described above with respect to the issuance of the Bonds shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the District and HTS, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HTS is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Bonds to the purchaser.

Miscellaneous:

This letter agreement shall be construed and given effect in accordance with the laws of the State of Texas.

Hilltop Securities affirms that it does not and will not boycott Israel during the term of this agreement. Tex. Gov't Code §2270.

HilltopSecurities is providing its Municipal Advisor Disclosure Statement (the "Disclosure Statement"), current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal

Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning one copy of this letter to me.

Sincerely,

Hilltop Securities Inc.

By: George H. Williford
George H. Williford
Managing Director

Agreed and Accepted:

Arlington Independent School District

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
ARLINGTON INDEPENDENT SCHOOL DISTRICT

The fees due HTS will not exceed those contained in our customary fee schedule as listed below.

\$3,000 plus \$ 4.00 per \$1,000 plus \$ 2.00 per \$1,000 plus \$ 1.00 per \$1,000 plus \$.75 per \$1,000	Base Fee for the first \$ 5,000,000 of bonds issued for the next \$ 5,000,000 of bonds issued for the next \$ 10,000,000 of bonds issued all above \$ 20,000,000 of bonds issued
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The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the District.

The payment of charges for financial advisory services related to the issuance of the Bonds shall be contingent upon the delivery of the Bonds and shall be due at the time that the Bonds are delivered.

The District shall be responsible for the following expenses, if and when applicable, whether they are charged to the District directly as expenses or charged to the District by HTS as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that HTS has assumed on behalf of the District shall NOT be contingent upon the delivery of the Bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HTS.

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the

securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.

- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment

Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

June 8, 2023

Members of the Board of Trustees
Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013

Re: Arlington Independent School District Unlimited Tax School Building
and Refunding Bonds, Series 2023

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Arlington Independent School District (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing approximately \$100,000,000 for the purpose of acquiring, constructing and equipping school buildings in the Issuer and for the purchase of school sites and school buses. In addition, we understand that the Bonds may be issued for the purpose of refunding certain outstanding bonds of the Issuer (collectively, the "Refunded Bonds"). The Bonds will be secured by a pledge of the Issuer's unlimited debt service tax. We further understand that the Bonds will be sold by the Board of Trustees of the District (the "Board") through negotiation to a syndicate of investment banking firms consisting of Siebert Williams Shank & Co., RBC Capital Markets, LLC, Frost Bank, Raymond James & Associates, Inc. and BOK Financial Securities Inc. (collectively, the "Underwriter"). The date of sale of the Bonds to the Underwriter is hereinafter the "Sale Date."

A. THE FINANCING

(1) The Bonds will be "ordered to be issued" when and if the Board approves a Bond Order. The Bond Order provides for (i) the terms or parameters of the Bonds, including the principal amortization schedule and interest rates; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Bonds; (iii) the sale of the Bonds to the Underwriter; (iv) the approval of this engagement letter; (v) approval of a paying agent agreement with a paying agent/registrant bank, to whom you will make semiannual payments sufficient to pay the debt service on the Bonds; (vi) instructions to the paying agent for the Refunded Bonds to give notice to the holders of the Refunded Bonds that they are being called for redemption; (vii) approval of an escrow agreement whereby the proceeds of the Bonds that are issued for refunding purposes will be used to pay the debt service on the Refunded Bonds; (viii) covenants of the Issuer with respect to on-going disclosure obligations in accordance with Rule 15c2-12 of the Securities and Exchange Commission; and (ix) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Bonds as tax-exempt or taxable obligations. As you can see, the Bond Order is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Bonds. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Bond Order.

600 Congress Ave.
Suite 2150
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

Two Allen Center
1200 Smith Street, Suite 1550
Houston, Texas 77002
T 713.980.0500
F 713.980.0510

112 E. Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

(2) As noted above, the Bonds will be sold to the Underwriter in accordance with the provisions of the Bond Order and, in addition, the Underwriter will want the Issuer to accept their bid for the Bonds, which will set forth the terms of the sale of the Bonds. In connection with the sale of the Bonds, the Issuer will make representations to the Underwriter in bond purchase contract and in various closing certificates (collectively, the "Closing Certificate") to the effect that the Issuer is authorized to issue the Bonds and that it has made full disclosure to the Underwriter and the bond investors of all material information. The Issuer's representations regarding its disclosures are statements of inducement that are governed by the anti-fraud provisions of State and federal securities laws. As a condition to the Underwriter's payment for the Bonds, the Underwriter will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Bonds are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Bond Order, the interest on the Bonds will be exempt from federal income taxation. The Underwriter's bid will also require the delivery of an opinion of the Texas Attorney General approving the Bonds, as is required by State law. We have reviewed the Issuer's representations in the Closing Certificate, and we believe that it is appropriate for the Issuer to make such representations. However, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Official Statement (described below) or the Closing Certificate untrue or incomplete, you should let your Financial Advisor or the undersigned know about them as soon as possible.

(3) You should know that the purchase price for the Bonds could be somewhat higher than the principal amount of the Bonds. This is because additional proceeds are often generated by the sale of certain of the Bonds at a premium. Any premium can be used for the refunding of the Refunded Bonds, to pay costs of issuance of the Bonds and to fund the construction of the project. To the extent that premium is deposited to the Issuer's construction fund, it will use voted authorization from the bond election, since the amount deposited to the construction fund, by State law, is the amount of voted authorization to be counted. Insofar as the refunding of the Refunded Bonds, any allocable premium to that part of the bond issue will be taken into account in determining the savings from the refunding, which will be calculated by your financial advisor.

(4) The Underwriter of the Bonds will offer the Bonds into the public debt markets prior to the time that the Board meets to accept the Underwriter's offer for the Bonds. Through this process, the Bonds will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Bonds will be established. On the Sale Date, the Board will then consider the terms offered to the Issuer by the Underwriter based upon the market conditions and other factors that determine interest rates and pricing information. The Issuer's Financial Advisor, working with the staff of the Issuer, has prepared an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Bonds. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Bonds and the Issuer. Some information in the Official Statement has been prepared by others, including the Texas Education Agency and the Underwriter, and the Issuer is not responsible for that information. As your Bond Counsel, we have reviewed the Official Statement to ensure that the information describing the Bonds and the Bond Order are correct. The Issuer has strict responsibility for truthful disclosures when it offers securities into the public markets. An issuer of securities does not have a "due diligence defense" should there be

material misrepresentations or omissions in the document that relate to the information for which the issuer is responsible. Therefore, if you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Underwriter needs to know, so that it can correct the Official Statement.

B. SCOPE OF ENGAGEMENT

In this engagement, we have performed, or expect to perform, the following duties:

(1) Prepare election proceedings, and assist the Issuer in matters pertaining to the administration of the election.

(2) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

(3) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

(4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Bonds approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.

(5) Review legal issues relating to the structure of the Bond issue.

(6) Review those sections of the official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the Order pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.

(7) If requested, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

(8) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The portion of the Bonds issued to refund the Refunded Bonds are being issued to provide debt service savings with respect to the Issuer's future debt service payments. You should discuss the full impact of the refunding with Hilltop Securities Inc., your financial advisor.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard. Our Bond Opinion will represent the our legal judgment based upon our review of existing law and the reliance on the aforementioned information, as well as other representations and covenants of the Issuer. The Bond Counsel opinion is not a guarantee of a result. Applicable law pertaining to the Bond Opinion is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such applicable law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds. As Bond Counsel to the Issuer, we are not being retained to monitor compliance with the requirements of applicable law subsequent to the issuance of the Bonds, but we will provide advice to the Issuer following the issuance of the Bonds, which advice will be based on post-issuance information (if any) provided to us by the Issuer.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

(a) Except as described in paragraph (6) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing state securities law memoranda or investment surveys with respect to the Bonds.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

(g) Except as described in paragraph (8) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing,

providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

(j) Negotiating the terms of, or opining as to, any investment contract.

(k) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

C. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

D. FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing certificates that embody the terms and provisions of this

transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

E. NO ISRAEL BOYCOTT

The firm hereby represents that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

F. NOT A FOREIGN TERRORIST ORGANIZATION

The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.152 or 2252.153 of the Texas Government Code.

G. NO DISCRIMINATION OF FIREARMS INDUSTRY

The firm hereby represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the firm agrees that it will not discriminate during the term of this agreement against a firearm entity or firearm trade association within the meaning of Chapter 2274, Texas Government Code.

H. NO DISCRIMINATION OF FOSSIL FUEL COMPANIES

During the term of this agreement the firm will not refuse to deal with, terminate business activities with, or otherwise take any action that is, solely or primarily, intended to penalize, inflict economic harm on, or limit commercial relations with a company engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or does business with such a company.

I. CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer, including the Issuer's financial advisor and the Underwriter. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in

this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Our firm also represents the Texas Education Agency as its special disclosure counsel, which includes advice regarding federal securities law compliance for the Agency's Bond Guarantee Program. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, because both the Texas Education Agency and the Issuer share a common interest in complying with the federal securities laws as they pertain to the disclosure provided in connection with the offering of the Bonds, and therefore our representation of the Agency and the Issuer will not materially and adversely be limited by our respective responsibilities to both entities. Execution of this letter will signify the Issuer's consent to our representation of the Agency consistent with the circumstances described in this paragraph.

J. FEES

Based upon: (i) the terms, structure, size, work done to date and the schedule for the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$1.00 per \$1,000 of net proceeds of the Bonds. Net proceeds include any net original issue premium, less the amount of the underwriters' discount, plus the principal amount of the Bonds (accrued interest is excluded from net proceeds). The fee includes our services rendered as Bond and other expenses. In accordance with the terms of the Order, the Issuer will provide the filing fee of the Texas Attorney General to Bond Counsel on a timely basis (or will reimburse Bond Counsel for Bond Counsel's payment of such filing fee) to permit the filing of the transcript of proceedings for the Bonds so that the Bonds may be approved by the Attorney General in time to meet the closing date set forth in the Official Statement.

K. RECORDS

After the transaction has closed, you will receive a transcript of proceedings that contains the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of each transaction.

L. ELECTRONIC COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

M. CERTIFICATE OF INTERESTED PARTIES - FORM 1295

Pursuant to the provisions of Section 2252.908, Texas Government Code, and applicable rules, you agree to notify the Texas Ethics Commission of your receipt of the executed original of the attached copy of Certificate of Interested Parties - Form 1295 within 30 days of the execution of this engagement letter.

N. ACCEPTANCE OF TERMS OF ENGAGEMENT

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Respectfully,

McCall, Parkhurst & Horton L.L.P.



By: Sam M. Gill

Accepted and Approved

Arlington Independent School District

By: _____
Its: President, Board of Trustees
Date: June 8, 2023



Arlington

INDEPENDENT SCHOOL DISTRICT

More Than a Remarkable Education

DISCUSSION OF PLANNED
SERIES 2023
SCHOOL BUILDING AND
REFUNDING BONDS

Financing Plan

Issue \$100 million project proceeds for 2019 authorization

- 25 year repayment

Possible refunding of portion of 2025-2030 maturities from Series 2020 Taxable refunding issue

- Take advantage of advantageous relationship between taxable and tax-exempt interest rates, and favorable escrow yield
- \$85,000 per year required minimum savings

Timing – see attached proposed calendar of events

Sale is planned as parameter authorization with delegation of pricing approval.

Participants in Bond Issuance

Financial Advisor Hilltop Securities Inc.

Bond Counsel McCall, Parkhurst & Horton L.L.P.

Underwriters

Senior Manager Siebert Williams Shank & Co., LLC

Co – Managers BOK Financial Securities, Inc.
Frost Bank
Raymond James
RBC Capital Markets

Timetable of Events

May 2023							June 2023							July 2023							August 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1			1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30	31		
														30	31												

Arlington ISD

PRELIMINARY TIMETABLE OF EVENTS

Unlimited Tax School Building and Refunding Bonds, Series 2023

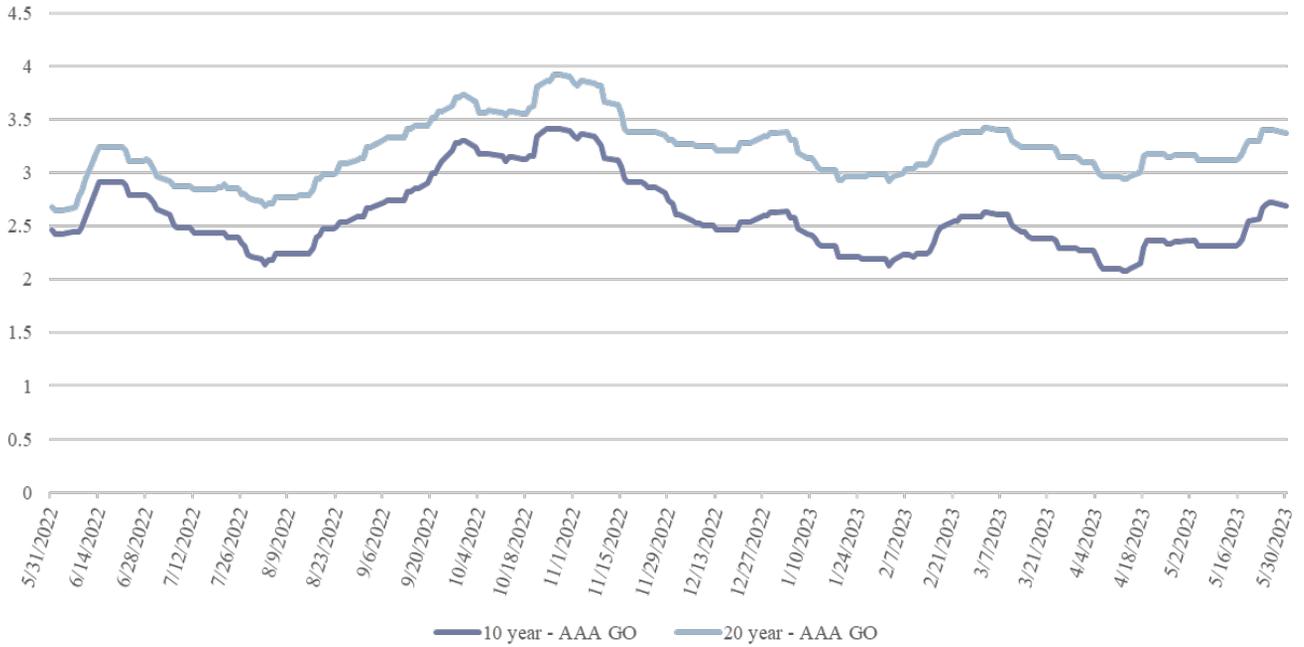
Date	Event
Thursday, June 8, 2023	Present proposed financing plan; consider Resolution Appointing Consultants
Thursday, June 29, 2023	Board to consider action on Order authorizing issuance and establishing parameters, delegating pricing authority
Friday, June 23, 2023	Submit information to rating agencies
July 5 - 7, 2023	Rating calls and Due Diligence call
Wednesday, July 12, 2023	Preliminary Official Statement posted
Friday, July 14, 2023	Receive Ratings
July 18 - 20, 2023	Marketing and pricing of bond issue* by underwriters, overseen by HilltopSecurities as financial advisor (alternate would be 8/1 - 3)
Wednesday, August 16, 2023	Closing, receipt of proceeds

* Subject to market conditions and meeting established parameters. Also subject to any uncertainty related to variation in taxable valuation.



10 and 20 Year MMD

MMD Rates
May 2022 - Present



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Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 8, 2023	Discussion-Action Item
Subject:	Consider Preliminary 2023-2024 Budget and Authorization of Advertisement of Notice of Public Meeting to Discuss Budget and Proposed Tax Rate	

Purpose:

To provide the Board of Trustees with an update on the 2023-2024 preliminary budget and the opportunity to authorize the publication of the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate for the 2023-24 Budget.

Background:

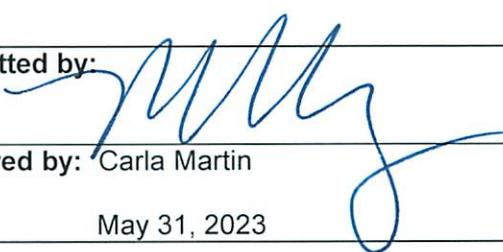
The Board of Trustees is required by law to conduct a public meeting to discuss the budget and proposed tax rate prior to the adoption of the budget or the tax rate. The notice for the public meeting must be published no less than 10 and not more than 30 days prior to the meeting.

The notice must include the Maintenance & Operations (M&O) rate and the Interest & Sinking rate (S&I). Adoption of the budget is scheduled to occur on the night of the public meeting following public discussion.

The tax rate adoption will occur in August after the district receives certified property values from the Tarrant Appraisal District.

Recommendation:

The Administration recommends that the Board of Trustees authorize the administration to advertise the attached Notice of Public Meeting to Discuss Budget and Tax Rate to be held on June 20th which includes proposed tax rates consisting of a Maintenance and Operation rate of \$1.0080 and an Interest and Sinking rate of \$0.3007. The total proposed tax rate is \$1.3087.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Carla Martin Date: May 31, 2023
--	--

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Arlington Independent School District will hold a public meeting at 5:00 PM, June 20, 2023 in Board Room at the AISD Administration Building, 690 Lamar Blvd, Arlington, TX 76011. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$1.008000/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.300700/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	-1.72 % decrease
Debt Service	23.59 % increase
Total Expenditures	1.79 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$51,054,119,928	\$59,336,725,661
Total appraised value* of new property**	\$190,774,877	\$593,413,061
Total taxable value*** of all property	\$36,378,362,528	\$43,663,769,638
Total taxable value*** of new property**	\$171,040,947	\$389,746,830

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$1,185,949,956

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$1.008000	\$0.300700	\$1.308700	\$8,912	\$3,231
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.923510	\$0.317550	\$1.241060	\$9,167	\$2,976
Proposed Rate	\$1.008000	\$0.300700	\$1.308700	\$10,172	\$3,011

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$257,917	\$308,385
Average Taxable Value of Residences	\$183,173	\$210,181
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.308700	\$1.308700
Taxes Due on Average Residence	\$2,397.19	\$2,750.64
Increase (Decrease) in Taxes		\$353.45

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.318478. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.318478.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$318,638,222
Interest & Sinking Fund Balance(s)	\$61,513,116

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

New Employees Hired 5/5/2023- 6/7/2023

Last Name	First Name	Location/Organization	Subject/Position	Start Date	Level
ELLISON	LISA	ACCOUNTING	ACCOUNTANT II	5/8/2023	ADMIN
RANGEL	LAURA	BUDGET/FINANCE	BUDGET ANALYST	6/1/2023	ADMIN
SANDERS	KRISTINA	LAMAR	SPECIALIST	6/19/2023	ADMIN
REEVES	EMILY	FUNDS DEVELOPMENT	SPECIALIST GRANTS FACILITATOR	5/1/2023	ADMIN
ESCOBAR	DESIREE	STARRETT	2ND ESL	5/10/2023	ELEM
HAMPTON	JAMILLION	MORTON	ABLE	5/5/2023	ELEM
PAYTON	MARCUS	SPEER	INCLUSION	5/24/2023	ELEM
OVERSTREET	LINDA	POPE	KINDER ESL	5/10/2023	ELEM
CROCKER	COLLEEN	COREY	PE	5/2/2023	ELEM
LIPSCOMB	MEGAN	SOUTH DAVIS	PK ESL	4/25/2023	ELEM
OCHOA	VANESSA	ARLINGTON	CAMPUS TESTING FACILITATOR	4/24/2023	SEC
GOMEZ JOHNSON	LEILA	WORKMAN	COUNSELOR	5/30/2023	SEC
PARSONS	JAMES	YOUNG	CTHEI/COACH	4/26/2023	SEC

Elementary Summary

Teacher	3
Teacher ESL	3
Admin/Other	0
Total	6

Secondary Summary

Teacher	1
Teacher ESL	0
Admin/Other	6
Total	7
Grand Total	13

**Separation of Service - Effective Between April 21, 2023 to May 20, 2023
For Information Only. No Board Action Required.**

CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated - Unhappy with Job (1)	Mills	Jakara	Ellis Elementary	ESL Elementary Teacher K-6	5/12/2023	0
Employee Initiated -Caring for Family Member(s) (3)	Torres	Blanca	Assistant Supt of Human Res	Specialist - HR Customer Service/Employee Records	5/12/2023	0
	Briceno	Jazmin	Sam Houston High School	Attendance Clerk - High School	4/28/2023	0
	Lopez	Lidia	Thornton Elementary	STEM Lab Manager Elementary	5/18/2023	0
Employee Initiated - Employment Outside of Education (3)	Limon-Morales	Gabriela	Peach Elementary	Attendance Clerk - Elementary	5/5/2023	0
	Davis	Kiaira	Short Elementary	Classroom Assistant Elementary Special Ed - SEAS	5/16/2023	0
	Jones	Michelle	Crow Elementary	Classroom Assistant Elementary - Pre-K	4/26/2023	2
Employee Initiated - Medical Reason (1)	Skirvin	Maysie	Thornton Elementary	Classroom Assistant Elementary Special Ed- Alt Curriculum	5/2/2023	0
Employee Initiated - Moving Out of the Area (2)	Sigler	Jocelyn	Lamar High School	Science Teacher 9-12	4/28/2023	3
	Perez	Monica	Jones Academy	Secretary- Elementary	5/17/2023	7
Employee Initiated - Reason Not Specified (9)	Pierce	David	Bowie High School	Math Teacher 9-12	5/10/2023	0
	Spikes	Ellis	Lamar High School	Classroom Assistant High School Special Ed - Alt Curriculum	4/24/2023	0
	Gaines	Isha	Speer Elementary	ESL Elementary Teacher K-6	5/3/2023	0
	Yale	Michelle	Fitzgerald Elementary	Classroom Assistant Elementary - ESSER	4/26/2023	0
	Singh	Parvinder	Juan Seguin High School	Science Teacher 9-12	4/25/2023	7
	Munoz	Patricia	Community Based Pre-K	Classroom Assistant Elementary - Pre-K	5/2/2023	1
	Wilson	Samella	Accounting	Director - Accounting	5/12/2023	0
	Boyd	Sequoia	McNutt Elementary	Classroom Assistant Elementary - ESSER	4/21/2023	0
	Olivas	Thelma	Martin High School	Attendance Clerk - High School	4/21/2023	0
Employee Initiated - Regular Retirement (2)	Sheinbarger	Catherine	Lamar High School	Classroom Assistant High School Special Ed - Inclusion	5/15/2023	23
	Heskett	Brian	Webb Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	5/19/2023	4
Employee Initiated -Resignation Agreement (1)	Yates	Taylor	Martin High School	Science Teacher 9-12	5/12/2023	10
Employee Initiated - Resigned in Lieu of Termination (1)	Blue	Jasmine	Peach Elementary	Classroom Assistant Elementary- Pre K	5/5/2023	0
District Initiated- Failure to Report for Work (1)	Roberts	Kimberly	Bailey Jr High School	Classroom Assistant Junior High Special Ed - SEAS	4/22/2023	0
District Initiated - Violation of AISD Employee Handbook (1)	Johnson	Royrea	Lamar High School	Classroom Assistant High School Special Ed - Inclusion	5/4/2023	0
Total Separations (25)						

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

Meeting Date: June 8, 2023	Consent Item
Subject: Bids	

Purpose:

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

Background:

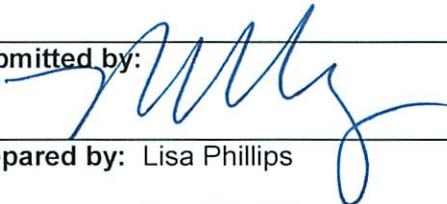
Bids presented on the consent agenda:

23-44 Carter Junior High Replacement School Project

23-78 Demolition of Structures at 2140 S. Davis Drive & 1221 E. Division Street

Recommendation:

The Administration recommends approval of the bids.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Lisa Phillips
	Date: May 25, 2023



MEMORANDUM

TO: Wm. Kelly Horn, Asst. Supt. of Facility Services
FROM: Mike Parkos, Director of Facility Planning and Construction
DATE: May 22, 2023
SUBJECT: Competitive Sealed Proposal #23-44 for the 2019 Bond Program, Phase III, Bid Package 1, Carter Junior High Replacement School Project

The District approved the Carter Junior High Replacement School Project as a part of the 2019 Bond program. Additionally, the Board of Trustees approved Corgan Architects (Corgan) as the design professional and approved Competitive Sealed Proposal (CSP) as the method of construction procurement for the project.

The project architect, Corgan, completed the construction documents and the District requested proposals. Notification of the request for CSP was sent to local contractors, area chambers' of commerce and contractors on a list supplied by the DFW Minority Business Council. Notice of the request for CSP was also advertised in accordance with state law.

Proposals were received from four general contractors:

- Imperial Construction, Inc.
- Joeris General Contractors, LLC
- Lee Lewis Construction, Inc.
- Reeder General Contractors, Inc.

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

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

An evaluation committee consisting of the Director of Facility Planning and Construction, the District's Staff Architect, two of the District's Project Managers, and two Design Architects from Corgan completed evaluations. Lee Lewis Construction, Inc. (Lee Lewis) ranked highest amongst all proposers at 90.57 points. District staff worked with Lee Lewis to ensure that the intended project scope is being addressed, to identify opportunities to reduce the proposed cost and to verify the final project construction cost.

The total project construction budget for the Carter Junior High Replacement School Project is \$67,901,000.

Lee Lewis offered a competitive sealed proposal amount of \$62,400,000 for the project. Administration recommends accepting Alternate #9, adding \$18,694 to provide wooden science casework in lieu of metal; and, Alternate #11, adding \$27,650 to extend the existing split-rail fence along the south side of the creek. Additionally, the District Administration recommends acceptance of Allowance #1, adding \$225,000 to install a crawl space mud slab underneath the elevated floor slab. The final contract amount including Alternates and Allowances is \$62,671,344.

The proposed construction contract is \$5,229,656 less than the total project construction budget.

Based on this evaluation, District Administration recommends accepting the Competitive Sealed Proposal, including alternates and allowances for the Carter Junior High Replacement School project for a total contract amount of \$62,671,344.

The architect's letter of recommendation for construction contract award for the Carter Junior High Replacement School Project is attached.

Pending approval of the CSP, work on this project will begin in the summer of 2023, with final completion expected in the summer of 2025.

Summary

PROJECT NAME: Carter Junior High Replacement School
PHASE - BID PACKAGE: PHIII - BP 1
PROJECT #: CSP#23-44

CSP Proposal Budget \$ **67,901,000**

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

PROPOSAL EVALUATION								
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Total Score	Ranking
Joeris General Contractors, LLC	\$61,850,000	35.000	20	10.00	86.00	34.40	79.40	1
Lee Lewis Construction, Inc.	\$62,400,000	34.386	31	10.00	86.33	34.53	78.92	2
Imperial Construction, Inc.	\$63,360,000	33.352	20	10.00	87.12	34.85	78.20	3
Reeder General Contractors, Inc.	\$64,750,000	31.935	25	10.00	79.68	31.87	73.81	4

POST INTERVIEW PROPOSAL EVALUATION									
Proposer	Price	Price Score	HUB Commitment %	HUB Score	Qualifications	Qualifications Score	Interview Score	Total Score	Ranking
Joeris General Contractors, LLC	\$61,850,000	35.00	20	10.00	86.00	34.40	11.15	90.55	2
Lee Lewis Construction, Inc.	\$62,400,000	34.39	31	10.00	86.33	34.53	11.65	90.57	1
Imperial Construction, Inc.	\$63,360,000	33.35	20	10.00	87.12	34.85	9.75	87.95	3
Reeder General Contractors, Inc.	\$64,750,000	31.94	25	10.00	79.68	31.87	9.90	83.71	4

Value Engineering Options

PROJECT NAME: Carter Junior High Replacement School
 PHASE - BID PACKAGE: PHIII - BP 1
 PROJECT #: CSP#23-44
 PROPOSER: Lee Lewis Construction, Inc.

Construction Budget: \$67,901,000
 Base Bid: \$ 62,400,000.00
 Variance from Construction Budget \$ 5,501,000.00
 Accepted Cost Reduction Items w/Alternates \$ 271,344.00
 Total with Accepted VE & Alternates \$ 62,671,344.00
 Variance from Construction Budget \$ 5,229,656.00

Item	Type	Description	"P" Pending "A" Approved "R" Rejected	Proposed Value	Pending Value	Approved Value	Rejected Value	Comments
1	Alternate #1	Brick Type 1 - Upgrade to Blackson in lieu ACME	R	\$ 85,515.00	\$ -	\$ -	\$ 85,515.00	
2	Alternate #2	Brick Type 2 - Upgrade to Blackson in lieu ACME	R	\$ 11,517.00	\$ -	\$ -	\$ 11,517.00	
3	Alternate #3	Brick Type 3 - Upgrade to Blackson in lieu ACME	R	\$ 7,035.00	\$ -	\$ -	\$ 7,035.00	
4	Alternate #4	CMU/Block Type BB-1	R	\$ (1,930.00)	\$ -	\$ -	\$ (1,930.00)	
5	Alternate #5	CMU/Block Type BB-2	R	\$ (2,747.00)	\$ -	\$ -	\$ (2,747.00)	
6	Alternate #6	North side Parking Lot Addition	R	\$ 241,000.00	\$ -	\$ -	\$ 241,000.00	
7	Alternate #7	Stainless in lieu of Quartz Food Service Countertops	R	No Bid	\$ -	\$ -	No Bid	
8	Alternate #8	Alternate Manufacturer in lieu of specified Artificial Turf	R	No Bid	\$ -	\$ -	No Bid	
9	Alternate #9	Wood Science Lab Casework in lieu painted metal	A	\$ 18,694.00	\$ -	\$ 18,694.00	\$ -	
10	Alternate #10	Motorized light batton in lieu of standard	R	\$ 61,942.00	\$ -	\$ -	\$ 61,942.00	
11	Alternate #11	Split rail fencing add	A	\$ 27,650.00	\$ -	\$ 27,650.00	\$ -	
12	Alternate #12	4' turf subgrade preparation in lieu of specified 7'	R	\$ (49,000.00)	\$ -	\$ -	\$ (49,000.00)	
13	Allowance #1	Mud slab addition for crawl space	A	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	
TOTALS				\$ 624,676.00	\$ -	\$ 271,344.00	\$ 353,332.00	

May 26, 2023

Mr. Mike Parkos
Director of Facilities Planning & Construction
Arlington Independent School District
1202 Colorado Lane
Arlington, Texas 76015

Re: Proposer Recommendation Letter for AISD's Carter Junior High School Replacement Project

Dear Mr. Parkos:

On Thursday May 4, 2023, the Arlington Independent School District received four competitive sealed proposals for the Carter Junior High School Replacement Project located at 2315 Stonegate Street in Arlington, Texas.

The proposals consisted of a base proposal and eleven alternates. All proposals received were from qualified general contractors and included staff qualifications and references as required by the proposal documents. All proposals were reviewed with the contractor's references being contacted and ranked based on the published evaluation criteria as specified in the request for proposals. The top four ranked proposers were invited to participate in an interview to conclude the evaluation phase.

After complete and careful review of the criteria including total submitted contract price, Corgan and the Arlington ISD evaluation committee has ranked Lee Lewis Construction as the top ranked proposer. We recommend award of contract for the construction of the Carter Junior High School Replacement for the total construction contract amount of \$62,671,344.00.

The contract construction cost includes the acceptance of Alternate #9 for Wood Science Casework and Alternate #11 for extension of the split rail fence south of the creek. Also included within the total construction contract amount is the inclusion of a mud slab in the crawlspace for \$225,000.00.

The original budget for the project was \$67,901,000.00, which brings the total cost of the project \$5,229,656.00 under the original budget.

We trust this recommendation meets with your approval and look forward to the successful completion of this project.

Sincerely,



Beverly Fornof
Vice-President
Corgan

MEMORANDUM

TO: Lisa Phillips, Director of Purchasing

Cc: William Horn, Asst. Superintendent of Facility Services

FROM: Mike Parkos, Director of Facility Planning and Construction

DATE: May 26, 2023

SUBJECT: CSP#23-78 Structure Demolition Project

The District requested proposals for the demolition of the surplus structures at 2014 S. Davis Drive and 1221 E. Division Street near the corner of Division Street and AT&T Way. Structures on both properties are not necessary for use by the District and require demolition to allow for future development of the properties. Notification of the request for CSP was sent to local contractors and advertised in accordance with state law. Proposals were received from four contractors, all of which were qualified in demolition work. These were:

Garrett Demolition, Inc. – Bid \$91,249
Mart, Inc. – Bid \$199,300
Nabors Demolition – Bid \$173,000
RNDI, Inc. – Bid \$104,330

After reviewing the quotes and checking their references, Garrett Demolition, Inc., (Garrett) was determined to represent “best value” to the school district. Garrett offered the lowest qualified proposal and recently performed the demolition of “Old Berry Elementary School.” Administration recommends awarding the demolition project to Garrett Demolition, Inc., the “best value” proposer with a bid of \$91,249.

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 8, 2023	Consent Item
Subject:	Purchases Greater Than \$50,000 Exempt from Bid	

Purpose:

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

Background:

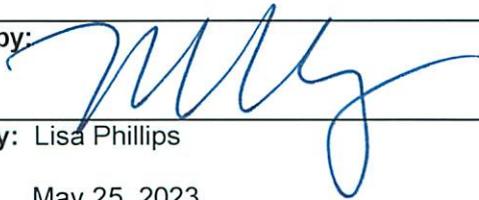
Board policy CH (LOCAL) “delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.”

Listed below are the purchases over \$50,000 exempt from bidding requiring Board approval:

- 23-06-08-01 Asphalt Parking Lot
- 23-06-08-02 HVAC Improvements at AISD Annex/Textbooks
- 23-06-08-03 Rack Systems at AISD Annex/Textbooks
- 23-06-08-04 Forklifts and Reach Truck for AISD Annex/Textbooks
- 23-06-08-05 Bowie HS Tennis Courts Resurfacing
- 23-06-08-06 Outside Contracted Services
- 23-06-08-07 Charter Buses
- 23-06-08-08 Human Resources Internet Web Based Sourcing Applications/Software
- 23-06-08-09 Propane Fuel
- 23-06-08-10 Computers/Chromebooks/Carts/Deployment/MDM/Catalog
- 23-06-08-11 Off-Duty Police Officers Extra Duty Pay Summer

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Lisa Phillips <hr/> Date: May 25, 2023
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Arlington Independent School District
Purchases Greater than \$50,000 Exempt from Bid
Date: June 8, 2023

Control No.	AISD Department	Budget Owner	Vendor Name	Goods or Services	Estimated Amount	Funding Source	Purchase Method
2023-06-08-01	Plant Services	Kelly Horn	Reeder Concrete	Asphalt Parking Lot 1201 Colorado Lane	\$ 130,000	Local	EPCNT Irving
2023-06-08-02	Plant Services	Kelly Horn	Texas Air	HVAC Improvements at AISD Annex /Textbooks	\$ 144,000	Capital Projects	TIPS
2023-06-08-03	Plant Services	Kelly Horn	Sunbelt Materials Handling	Rack Systems at AISD Annex /Textbooks	\$ 110,000	Local	23-02
2023-06-08-04	Plant Services	Kelly Horn	Sunbelt Materials Handling	Forklifts and Reach Truck for AISD Annex/Textbooks	\$ 140,000	Capital Projects	23-02
2023-06-08-05	Facilities	Kelly Horn	Hellas Construction	Bowie HS Tennis Courts Resurfacing	\$ 104,000	Bond	TASB Buyboard
2023-06-08-06	All Departments & Schools	Lisa Phillips	Multiple Vendors	Outside Contracted Services Final Renewal	\$ 5,000,000	All	21-46 Renewal
2023-06-08-07	All Departments & Schools	Lisa Phillips	Multiple Vendors	Charter Buses	\$ 600,000	All	22-69 Renewal
2023-06-08-08	Human Resources	Dr. Angie Smith	Multiple Vendors	Human Resources Internet Web Based Sourcing Applications/Software	\$ 110,000	Local	22-76 Renewal
2023-06-08-09	Transportation	Tim Collins	Northwest Propane	Propane Fuel	\$ 600,000	Local	22-77 Renewal
2023-06-08-10	Technology	Mcdeny Alcantara	Multiple Vendors	Computers/Chromebooks/Carts/Deployment/MDM/Catalog	\$ 10,000,000	All	22-79 Renewal
2023-06-08-11	Security	David Stevens	Multiple Vendors	Off-Duty Police Officers Extra Duty Pay Summer	\$ 280,000	Local	Non-Competitive Procurement

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

Meeting Date: June 8, 2023	Consent Item
Subject: Monthly Financial Report	

Purpose:

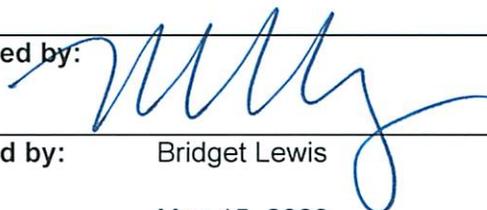
The attached financial report provides information about the results of operations through the month of April 2023.

Background:

Monthly, the District's financial report is presented to provide the Board summarized information about funds received and expended through the Board approved funds. In addition, summarized information is provided for Special Revenue Funds and Tax Collections.

Recommendation:

Administration recommends approval of the Monthly Financial Report.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Bridget Lewis
	Date: May 15, 2023



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

MONTHLY FINANCIAL REPORT

For the period ending April 30, 2023

ARLINGTON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
GENERAL FUND 161-199
FOR THE TEN MONTHS ENDING APRIL 30, 2023

	CURRENT YEAR 2022-2023				PRIOR YEAR 2021-2022			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
57XX - Local and Intermediate Sources	\$ 361,716,666	\$ 374,844,173	\$ 371,743,536	99%	\$ 353,888,434	\$ 354,891,358	\$ 349,238,634	98%
58XX - State Program Revenues	200,077,584	187,652,705	118,273,729	63%	204,823,462	170,496,554	126,779,252	74%
59XX - Federal Program Revenues	11,590,435	13,691,372	7,370,698	54%	12,482,985	37,882,931	19,294,613	51%
Total Revenues	\$ 573,384,685	\$ 576,188,250	\$ 497,387,963	86%	\$ 571,194,881	\$ 563,270,843	\$ 495,312,499	88%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	\$ 367,758,738	\$ 347,833,289	\$ 273,026,470	78%	\$ 351,843,517	\$ 349,008,624	\$ 285,780,762	82%
12 - Instructional Resources and Media Services	7,345,382	7,218,452	5,897,275	82%	6,963,206	7,024,478	5,984,926	85%
13 - Curriculum and Instructional Staff Development	8,062,137	7,983,952	5,964,531	75%	7,542,644	7,873,893	5,284,956	67%
21 - Instructional Leadership	14,351,412	13,927,056	10,252,229	74%	12,411,211	12,804,165	10,773,169	84%
23 - School Leadership	34,882,270	34,324,523	27,147,810	79%	34,041,805	34,348,734	26,740,635	78%
31 - Guidance, Counseling and Evaluation	32,406,475	31,779,675	24,283,121	76%	32,358,201	33,500,083	24,865,810	74%
32 - Social Work Services	3,360,311	3,211,723	2,511,904	78%	2,284,378	2,338,104	2,411,356	103%
33 - Health Services	7,933,480	7,826,004	6,431,366	82%	7,854,573	7,930,543	6,173,832	78%
34 - Student (Pupil) Transportation	18,657,388	17,537,239	13,033,346	74%	17,825,195	18,340,095	14,460,253	79%
35 - Food Services	-	668,387	-	0%	-	271,065	271,066	100%
36 - Cocurricular/Extra Curricular Activities	13,714,529	13,766,255	10,322,115	75%	12,800,799	13,206,837	9,911,178	75%
41 - General Administration	15,946,523	16,506,880	12,227,054	74%	13,837,073	14,177,725	10,576,975	75%
51 - Plant Maintenance and Facility Services	57,904,511	60,232,111	46,344,339	77%	56,627,083	59,815,009	44,939,188	75%
52 - Security and Monitoring Services	10,720,550	11,693,446	7,406,337	63%	10,398,307	10,435,320	7,112,957	68%
53 - Data Processing Services	12,889,968	12,951,225	10,241,326	79%	13,680,484	13,690,652	9,332,293	68%
61 - Community Services	578,417	561,765	363,888	65%	519,079	565,045	366,613	65%
71 - Debt Administration - Principal	732,604	732,604	570,181	78%	589,164	589,164	441,872	75%
72 - Interest on Long Term Debt	-	-	-	0%	-	-	-	0%
81 - Facilities and Acquisition & Construction	5,000	118,000	31,948	27%	-	127,785	41,785	33%
91 - Contracted Instructional Services	-	1,936,965	-	0%	-	-	-	0%
95 - Payments to Juvenile Justice Alternative Program	75,000	75,000	23,220	31%	30,000	75,000	46,956	63%
99 - Other intergovernmental Charges	2,197,310	2,197,310	2,185,177	99%	2,458,600	2,458,600	2,405,728	98%
Total Expenditures	\$ 609,522,005	\$ 593,081,860	\$ 458,263,638	77%	\$ 584,065,320	\$ 588,580,920	\$ 467,922,310	80%
Excess (Deficiency) of Revenues Over Expenditures	\$ (36,137,320)	\$ (16,893,611)	\$ 39,124,325		\$ (12,870,439)	\$ (25,310,077)	\$ 27,390,189	
EXPENDITURE SUMMARY BY OBJECT:								
61XX - Payroll Costs	\$ 537,361,310	\$ 509,805,309	\$ 400,731,432	79%	\$ 516,164,130	\$ 512,492,419	\$ 413,742,352	81%
62XX - Professional and Contracted Services	34,381,802	39,386,191	26,983,944	69%	37,344,067	41,218,774	31,993,845	78%
63XX - Supplies and Materials	18,298,502	19,567,988	10,777,084	55%	20,350,242	23,960,798	14,581,677	61%
64XX - Other Operating Expenses	10,757,798	14,583,079	11,922,484	82%	9,617,716	9,743,079	6,885,842	71%
65XX - Debt Administration	589,164	732,604	570,181	78%	589,164	589,164	441,872	75%
66XX - Capital Outlay Expenses	8,133,428	9,006,688	7,278,513	81%	-	576,686	276,722	48%
Total Expenditures	\$ 609,522,005	\$ 593,081,860	\$ 458,263,638	77%	\$ 584,065,320	\$ 588,580,920	\$ 467,922,310	80%
Excess (Deficiency) of Revenues Over Expenditures	\$ (36,137,320)	\$ (16,893,611)	\$ 39,124,325		\$ (12,870,439)	\$ (25,310,077)	\$ 27,390,189	
OTHER FINANCING SOURCES (USES):								
79XX - Other Financing Resources	4,015,050	91,095	274,021	301%	-	2,647,512	2,443,884	92%
89XX - Other Financing Uses	-	53,000,000	53,000,000	100%	-	-	-	0%
Total Other Financing Sources (Uses)	\$ 4,015,050	\$ (52,908,905)	\$ (52,725,979)		\$ -	\$ 2,647,512	\$ 2,443,884	
Surplus/(Deficit)	\$ (32,122,270)	\$ (69,802,516)⁵⁰	\$ (13,601,654)		\$ (12,870,439)	\$ (22,662,565)	\$ 29,834,073	

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
STUDENT NUTRITION - FUND 240
FOR THE TEN MONTHS ENDING APRIL 30, 2023**

	CURRENT YEAR 2022-2023				PRIOR YEAR 2021-2022			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
57XX - Local and Intermediate Sources	\$ 1,616,850	\$ 1,616,850	\$ 3,165,574	196%	\$ 4,451,155	\$ 1,833,308	\$ 851,636	46%
58XX - State Program Revenues	175,000	175,000	-	0%	175,000	175,000	48,402	28%
59XX - Federal Program Revenues	30,837,799	30,837,799	24,130,427	78%	27,278,209	32,048,296	32,025,929	100%
Less Indirect Costs Transferred to General Fund	-	-	-	0%	(1,905,342)	(1,905,342)	(815,408)	43%
Total Revenues	\$ 32,629,649	\$ 32,629,649	\$ 27,296,001	84%	\$ 29,999,022	\$ 32,151,262	\$ 32,110,558	100%
EXPENDITURE SUMMARY BY FUNCTION:								
35 - Food Services	\$ 32,605,023	\$ 32,478,755	\$ 26,080,913	80%	\$ 30,037,809	\$ 30,037,809	\$ 23,508,419	78%
51 - Plant Maintenance and Facility Services	24,626	150,894	73,657	49%	139,597	139,597	44,255	32%
Total Expenditures	\$ 32,629,649	\$ 32,629,649	\$ 26,154,571	80%	\$ 30,177,406	\$ 30,177,406	\$ 23,552,674	78%
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ 1,141,430		\$ (178,384)	\$ 1,973,856	\$ 8,557,884	
EXPENDITURE SUMMARY BY OBJECT:								
61XX - Payroll Costs	\$ 16,361,551	\$ 16,361,551	\$ 11,816,894	72%	\$ 14,496,153	\$ 14,496,153	\$ 11,231,380	77%
62XX - Professional and Contracted Services	724,527	1,507,163	1,219,007	81%	1,491,597	1,197,097	721,084	60%
63XX - Supplies and Materials	14,895,990	13,799,874	11,263,270	82%	13,829,016	14,044,466	11,280,793	80%
64XX - Other Operating	197,582	246,382	1,190,135	483%	207,641	206,641	309,145	150%
65XX - Debt Administration	-	-	-	0%	-	-	-	0%
66XX - Capital Outlay	450,000	714,679	665,265	93%	153,000	233,050	10,272	4%
Total Expenditures	\$ 32,629,649	\$ 32,629,649	\$ 26,154,571	80%	\$ 30,177,406	\$ 30,177,406	\$ 23,552,675	78%
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ 1,141,430		\$ (178,384)	\$ 1,973,856	\$ 8,557,884	
OTHER FINANCING SOURCES (USES):								
79XX - Other Financing Sources	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
89XX - Other Financing Uses	-	-	-	0%	-	-	-	0%
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Surplus/(Deficit)	\$ -	\$ -	\$ 1,141,430		\$ (178,384)	\$ 1,973,856	\$ 8,557,884	

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
DEBT SERVICE - FUND 599
FOR THE TEN MONTHS ENDING APRIL 30, 2023**

	CURRENT YEAR 2022-2023				PRIOR YEAR 2021-2022			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
57XX - Local and Intermediate Sources	\$ 102,302,212	\$ 108,474,060	\$ 108,267,176	100%	\$ 100,126,971	\$ 100,064,938	\$ 97,995,439	98%
58XX - State Program Revenues	712,598	712,598	2,970,875	417%	871,890	871,890	980,378	112%
59XX - Federal Program Revenues	264,003	264,003	264,991	100%	329,949	329,949	329,949	100%
Total Revenues Total	\$ 103,278,813	\$ 109,450,661	\$ 111,503,042	102%	\$ 101,328,810	\$ 101,266,777	\$ 99,305,766	98%
EXPENDITURE SUMMARY BY FUNCTION:								
71 - Debt Service (Principal)	\$ 98,164,674	\$ 102,859,174	\$ 98,152,974	95%	\$ 100,833,161	\$ 107,894,955	\$ 109,230,595	101%
72 - Debt Service (Interest)	-	-	-	0%	-	-	-	0%
73 - Bond Issuance Costs & Fees	-	-	-	0%	-	-	-	0%
Total Expenditures Total	\$ 98,164,674	\$ 102,859,174	\$ 98,152,974	95%	\$ 100,833,161	\$ 107,894,955	\$ 109,230,595	101%
Excess (Deficiency) of Revenues Over Expenditures	\$ 5,114,139	\$ 6,591,487	\$ 13,350,068		\$ 495,649	\$ (6,628,178)	\$ (9,924,829)	
EXPENDITURE SUMMARY BY OBJECT:								
65XX - Debt Services	\$ 98,164,674	\$ 102,859,174	\$ 98,152,974	95%	\$ 100,833,161	\$ 107,894,955	\$ 109,230,595	101%
Total Expenditures Total	\$ 98,164,674	\$ 102,859,174	\$ 98,152,974	95%	\$ 100,833,161	\$ 107,894,955	\$ 109,230,595	101%
Excess (Deficiency) of Revenues Over Expenditures	\$ 5,114,139	\$ 6,591,487	\$ 13,350,068		\$ 495,649	\$ (6,628,178)	\$ (9,924,829)	
OTHER FINANCING SOURCES (USES):								
79XX - Other Financing Sources	\$ -	\$ -	\$ -	0%	\$ -	\$ 11,689,232	\$ 13,057,003	112%
89XX - Other Financing Uses	-	-	-	0%	-	11,684,692	11,684,692	100%
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -		\$ -	\$ 4,540	\$ 1,372,311	
Surplus/(Deficit)	\$ 5,114,139	\$ 6,591,487	\$ 13,350,068		\$ 495,649	\$ (6,623,638)	\$ (8,552,518)	

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
CAPITAL PROJECTS - FUND 640-699
FOR THE TEN MONTHS ENDING APRIL 30, 2023**

	CURRENT YEAR 2022-2023				PRIOR YEAR 2021-2022			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
57XX - Local and Intermediate Sources	\$ 177,444	\$ 16,034,038	\$ 15,999,182	100%	\$ 433,102	\$ 433,102	\$ 406,383	94%
58XX - State Program Revenues	-	-	-	0%	-	-	-	0%
59XX - Federal Program Revenues	-	-	-	0%	-	-	-	0%
Total Revenues Total	\$ 177,444	\$ 16,034,038	\$ 15,999,182	100%	\$ 433,102	\$ 433,102	\$ 406,383	94%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	\$ 16,258,781	\$ 14,825,539	\$ 8,499,011	57%	\$ 12,381,731	\$ 27,250,028	\$ 13,029,033	48%
13 - Curriculum and Instructional Staff Development	-	-	-	0%	-	-	-	0%
34 - Student (Pupil) Transportation	3,941,858	3,941,858	508,192	13%	2,082,738	4,280,276	1,343,644	31%
36 - Cocurricular/Extra Curricular Activities	370,000	415,627	350,227	84%	406,267	370,000	-	0%
41 - Audit Services	-	27,600	7,531	27%	-	-	-	0%
51 - Plant Maintenance and Facility Services	3,906,004	4,777,139	505,292	11%	7,859,962	9,403,271	3,156,284	34%
52 - Security and Monitoring Services	1,200,000	2,816,454	1,750,796	0%	-	1,200,000	-	0%
53 - Data Processing Services	22,197,334	19,663,707	5,441,436	28%	23,431,498	26,561,602	6,239,095	23%
71 - Debt Service	-	-	-	0%	-	-	-	0%
81 - Facilities and Acquisition & Construction	486,315,232	525,089,917	61,230,570	12%	333,555,008	536,796,912	55,032,307	10%
Total Expenditures Total	\$ 534,189,209	\$ 571,557,840	\$ 78,293,054	14%	\$ 379,717,204	\$ 605,862,090	\$ 78,800,363	13%
Excess (Deficiency) of Revenues Over Expenditures	\$ (534,011,765)	\$ (555,523,803)	\$ (62,293,872)		\$ (379,284,102)	\$ (605,428,988)	\$ (78,393,980)	
EXPENDITURE SUMMARY BY OBJECT:								
61XX - Payroll Costs	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
62XX - Professional and Contracted Services	7,812,696	4,524,969	3,014,650	67%	10,688,911	14,086,957	4,479,487	32%
63XX - Supplies	25,613,862	23,056,352	3,945,619	17%	33,390,546	39,330,288	17,197,914	44%
64XX - Other Operating Expenses	-	-	-	0%	-	-	-	0%
65XX - Debt Services	-	-	-	0%	-	-	-	0%
66XX - Capital Outlay Expenses	500,762,651	543,976,519	71,332,786	13%	335,637,747	552,444,845	57,122,962	10%
Total Expenditures Total	\$ 534,189,209	\$ 571,557,840	\$ 78,293,054	14%	\$ 379,717,205	\$ 605,862,090	\$ 78,800,363	13%
Excess (Deficiency) of Revenues Over Expenditures	\$ (534,011,765)	\$ (555,523,803)	\$ (62,293,872)		\$ (379,284,102)	\$ (605,428,988)	\$ (78,393,980)	
OTHER FINANCING SOURCES (USES):								
79XX - Other Financing Sources	\$ 143,282,355	\$ 210,997,377	\$ 79,004,762	37%	\$ -	\$ 209,995,591	\$ 197,018,132	94%
89XX - Other Financing Uses	-	-	-	0%	-	11,684,693	-	0%
Total Other Financing Sources (Uses)	\$ 143,282,355	\$ 210,997,377	\$ 79,004,762		\$ -	\$ 198,310,898	\$ 197,018,132	
Surplus/(Deficit)	\$ (390,729,410)	\$ (344,526,426)	\$ 16,710,890		\$ (379,284,102)	\$ (407,118,090)	\$ 118,624,153	

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
SPECIAL REVENUE FUNDS
FOR THE PERIOD ENDING APRIL 30, 2023**

Fund	Grant Year	Grant Period	Title	Grant Award	Activity-to-Date	Amount Remaining	% Remaining
206	2023	9/1/22 - 8/31/23	Texas Ed for Homeless Children & Youth	261,395	133,544	127,851	49%
211	2023	7/1/22 - 9/30/23	Title I, Part A	25,473,418	11,111,754	14,361,664	56%
216	2022	7/8/21 - 9/30/23	Focused Support School Improvement	679,148	558,217	120,931	18%
216	2023	10/19/22 - 9/30/23	School Improvement Grant	71,570	12,414	59,156	83%
220	2023	7/1/22 - 8/31/23	Adult Education	633,932	415,949	217,983	34%
224	2023	7/1/22 - 9/30/23	IDEA-Part B, Formula	13,542,480	11,159,720	2,382,760	18%
225	2023	7/1/22 - 9/30/23	IDEA-Part B, Preschool	245,776	202,981	42,795	17%
242	2022	5/1/22 - 6/30/23	Summer Feeding Program	612,114	386,650	225,464	37%
244	2023	7/1/22 - 8/15/23	Carl D. Perkins	869,611	535,029	334,582	38%
255	2023	7/1/22 - 9/30/23	Title II, Part A Teacher Training	2,743,599	1,428,511	1,315,088	48%
255	2023	1/26/22 - 9/30/23	Principal Residency Grant Cycle 5	700,000	651,811	48,189	7%
263	2023	7/1/22 - 9/30/23	Title III, Part A	2,278,354	1,045,093	1,233,261	54%
278	2022	1/28/22 - 8/31/24	ARP Homeless I - TEHCY Supplemental	500,060	71,814	428,246	86%
279	2022	11/5/21 - 8/31/24	TCLAS - ESSER III	103,000	-	103,000	100%
280	2023	8/25/22 - 9/30/24	ARP Homeless II	837,481	16,041	821,440	98%
284	2022	2/23/22 - 9/30/23	IDEA-Part B, Formula ARP	2,182,378	915,608	1,266,770	58%
285	2022	2/23/22 - 9/30/23	IDEA-Part B, Preschool ARP	150,493	-	150,493	100%
288	2023	7/1/22 - 9/30/23	Title IV, Part A, Subpart 1	2,319,105	471,165	1,847,940	80%
289	2022	9/1/21 - 5/31/23	Federally Funded Special Revenue	137,519	51,640	85,879	62%
			Federal Grants Total	54,341,432	29,167,941	25,173,491	46%
315	2023	7/1/22 - 9/30/23	SSA-IDEA-B Discretionary Deaf	142,580	52,094	90,486	63%
385	2023	9/1/22 - 6/30/23	Visually Impaired Grant	23,480	3,852	19,628	84%
410	2023	7/1/22 - 6/30/23	Instructional Materials Allotment	8,595,202	1,211,050	7,384,152	86%
429	2022	11/5/21 - 5/31/24	State Funded Special Revenue	7,294,615	884,580	6,410,035	88%
429	2023	7/1/22 - 8/31/23	State Funded Special Revenue	853,659	183,571	670,088	78%
435	2023	9/1/22 - 8/31/23	SSA - State Deaf	709,131	378,422	330,709	47%
			State Grants Total	17,618,667	2,713,570	14,905,097	85%
492	2022	1/1/22 - 5/31/23	Project Lead the Way	15,000	14,513	487	3%
492	2023	7/1/22 - 6/30/23	Project Lead the Way	15,000	14,541	459	3%
497	2018	7/1/18 - 6/30/23	Arlington ISD Education Foundation	348,073	336,521	11,552	3%
497	2020	7/1/19 - 6/30/23	Arlington ISD Education Foundation	271,440	230,418	41,022	15%
497	2021	7/1/20 - 6/30/23	Arlington ISD Education Foundation	191,987	174,178	17,809	9%
497	2022	7/1/21 - 6/30/23	Arlington ISD Education Foundation	31,700	27,761	3,939	12%
497	2023	7/1/22 - 6/30/23	Arlington ISD Education Foundation	271,382	218,397	52,984	0%
			Local Grants Total	1,144,582	1,016,329	128,253	11%
			Grants Grand Total	73,104,681	32,897,840	40,206,841	55%

Note: Most grants are funded on a reimbursement basis. The district must pay expenditures on the grant prior to requesting the revenue to reimburse the expenditures.

ARLINGTON INDEPENDENT SCHOOL DISTRICT
SPECIAL REVENUE FUNDS - ESSER
FOR THE PERIOD ENDING APRIL 30, 2023

Fund	Grant Year	Grant Period	Title	Grant Award	Budget - Indirect Cost	Budget - FY 2020	Budget - FY 2021	Budget - FY 2022	Budget - FY 2023	Budget - FY 2024	Activity-to-Date	Amount Remaining	% Remaining
266	2021	8/4/20 - 9/30/22	ESSER I (CARES Act)	15,005,203	1,462,495	13,062,488	472,187	8,034	-	-	13,542,708	-	0%
281	2022	10/15/21 - 9/30/23	ESSER II (CRRSA Act)	59,962,913	5,702,744	-	-	46,290,058	7,970,111	-	54,115,146	145,023	0%
282	2022	7/15/21 - 9/30/24	ESSER III (ARP Act)	134,711,689	5,043,606	-	-	43,208,735	43,208,735	43,250,613	55,884,843	73,783,240	55%
			Grants Grand Total	209,679,805	12,208,845	13,062,488	472,187	89,506,827	51,178,846	43,250,613	123,542,697	73,928,263	35%

Note: Elementary and Secondary School Emergency Relief Fund (ESSER)

Grants are funded on a reimbursement basis. The district must pay expenditures on the grant prior to requesting the revenue to reimburse the expenditures.

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
TAX COLLECTIONS REPORT
FOR THE PERIOD ENDING APRIL 30, 2023**

Tax Year	7/1/2022 Beginning Balance	10/1/2022 Current Year Original Levy	Adjustments To-Date	Adjusted Levy	Collections To-Date	4/30/2023 Outstanding Balance
2021 and Prior	\$ 20,410,078		\$ (5,068,482)	\$ 15,341,596	\$ 3,526,513 ¹	\$ 11,815,083
2022		447,284,343	31,939,032	479,223,375	463,743,731	15,479,644
TOTALS	\$ 20,410,078	\$ 447,284,343	\$ 26,870,551	\$ 494,564,971	\$ 467,270,244	\$ 27,294,727

	Collections MTD Amount	Collections Fiscal YTD Amount	% of Adjusted Levy	Prior Year Collections YTD Amount	% of Adjusted Levy
Current Taxes	\$ 2,559,696	\$ 463,743,731	96.77%	\$ 441,345,026	96.91%
Delinquent Taxes	(53,114)	1,319,547	8.60%	996,300	5.06%
Penalty, Interest, Misc	390,756	2,804,316		2,302,260	
Total Tax Collections	\$ 2,897,338	\$ 467,867,595		\$ 444,643,586	

¹ \$2,206,965 in collections was recognized in the 2021-22 fiscal year

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

Meeting Date:	June 8, 2023	Consent Item
Subject:	Monthly Investment Report	

Purpose:

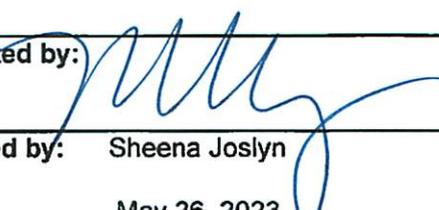
To provide the Board of Trustees with a report of investment activity through the month ending April 30, 2023

Background:

This internal management report is provided in accordance with the Public Funds Investment Act, Chapter 2256.023 Government Code. The report provides information about the investment portfolio and is required to be presented not less than quarterly. This information is provided each month for review.

Recommendation:

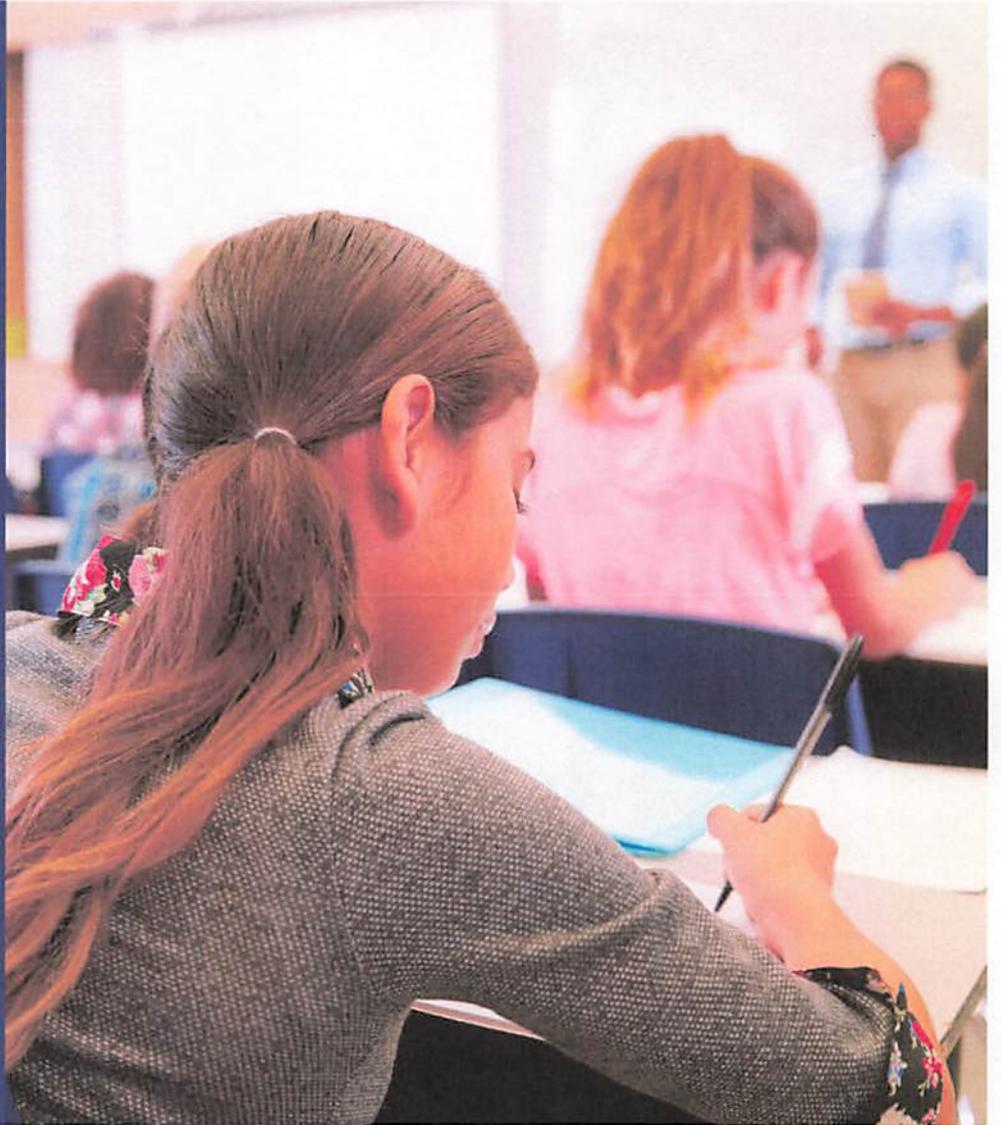
Administration recommends approval of the Monthly Investment Report.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Sheena Joslyn Date: May 26, 2023
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INVESTMENT PORTFOLIO SUMMARY

*For the Month Ending
April 30, 2023*





ARLINGTON
INDEPENDENT SCHOOL DISTRICT
 Monthly Report | April 30, 2023

COMPLIANCE | This report was prepared by Arlington ISD in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complies with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Total Rate of Return: 3.46%
 Interest Earned During the Period: \$3,753,559.51
 Interest Earned Fiscal Year to Date: \$26,391,807.48

Asset Class	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
199 Local Maintenance	363,836,405.93	363,750,982.93	363,857,864.66	40.52	4.94	34
240 Food Service	2,677,767.57	2,677,767.57	2,677,767.57	0.30	5.00	1
599 Debt Service	31,159,065.77	31,159,065.77	31,159,065.77	3.47	4.99	1
640 Construction 2014	6,279,652.88	6,279,652.88	6,279,652.88	0.70	4.98	1
650 Construction 2019	399,299,510.75	399,299,510.75	399,299,510.75	44.47	4.94	1
699 Construction Local	84,744,876.81	84,744,876.81	84,744,876.81	9.44	5.00	1
800 Operations Other	9,928,764.32	9,928,764.32	9,928,764.32	1.11	5.00	1
Total / Average	897,926,044.03	897,840,621.03	897,947,502.76	100.00	4.95	14

Sheena JOSLYN
 Director of Budget and Finance

Carla MARTIN
 Assistant Superintendent of Financial Services

Bridget Lewis
 Executive Director of Financial Services

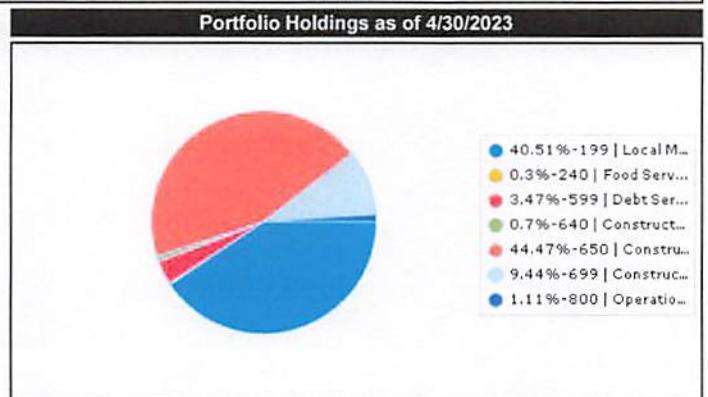
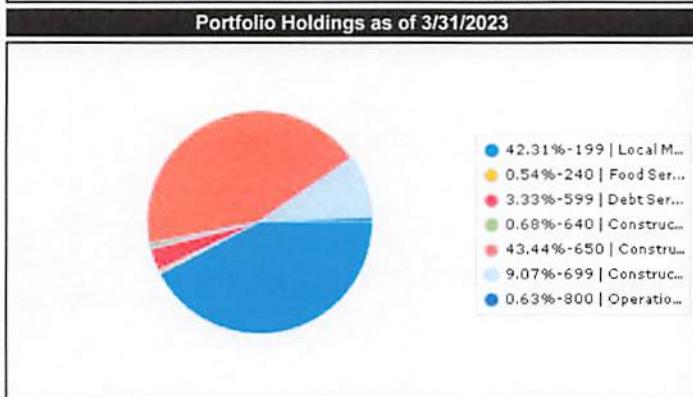
Darla MOSS
 Darla MOSS (May 23, 2023 07:58 CDT)
 Chief Financial Officer



Arlington Independent School District TX Distribution by Asset Class - Market Value All Portfolios

Begin Date: 3/31/2023, End Date: 4/30/2023

Asset Class Allocation				
Asset Class	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
199 Local Maintenance	394,003,623.86	42.31	363,750,982.93	40.51
240 Food Service	5,021,373.42	0.54	2,677,767.57	0.30
599 Debt Service	31,032,341.72	3.33	31,159,065.77	3.47
640 Construction 2014	6,293,423.83	0.68	6,279,652.88	0.70
650 Construction 2019	404,547,044.63	43.44	399,299,510.75	44.47
699 Construction Local	84,419,071.36	9.07	84,744,876.81	9.44
800 Operations Other	5,861,401.16	0.63	9,928,764.32	1.11
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

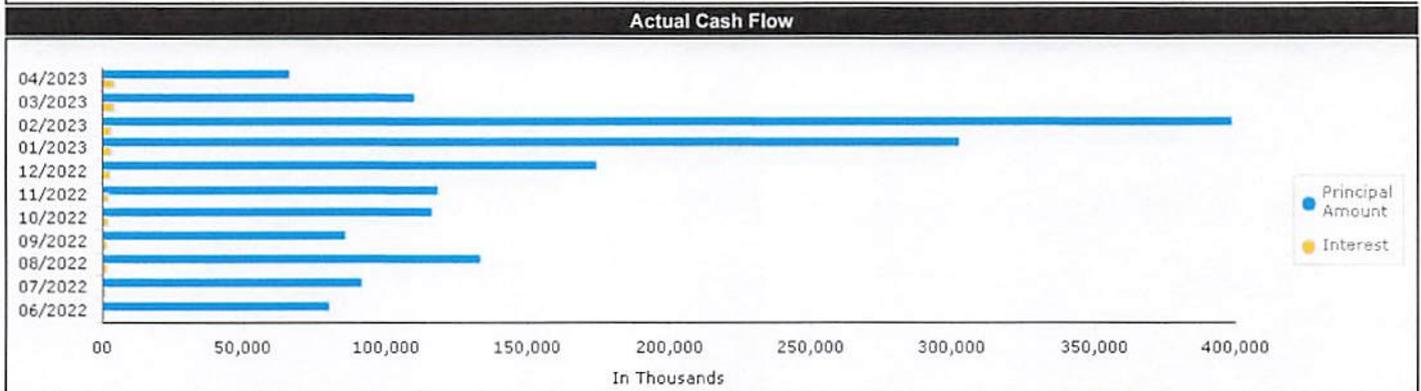




Arlington Independent School District TX Portfolio Summary by Month All Portfolios

Begin Date: 6/30/2022, End Date: 4/30/2023

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
6/30/2022	879,109,579.93	879,599,517.47	-489,937.54	1.09	1.20	0.03	11
7/31/2022	852,101,129.26	852,551,479.53	-450,350.27	1.56	1.69	0.02	10
8/31/2022	794,470,488.76	794,869,057.72	-398,568.96	2.13	2.27	0.02	8
9/30/2022	782,653,053.90	783,038,492.58	-385,438.68	2.44	2.58	0.02	7
10/31/2022	746,830,064.72	747,310,763.09	-480,698.37	3.08	3.26	0.08	29
11/30/2022	744,238,567.74	744,623,120.37	-384,552.63	3.83	3.94	0.07	26
12/31/2022	759,754,148.76	760,062,781.64	-308,632.88	4.19	4.30	0.06	24
1/31/2023	932,540,985.97	932,758,339.09	-217,353.12	4.43	4.51	0.05	18
2/28/2023	966,613,765.55	966,903,378.44	-289,612.89	4.62	4.71	0.04	16
3/31/2023	931,178,279.98	931,299,950.11	-121,670.13	4.78	4.80	0.04	15
4/30/2023	897,840,621.03	897,947,502.76	-106,881.73	4.95	4.96	0.04	14
Total / Average	844,302,789.60	844,633,125.71	-330,336.11	3.41	3.52	0.04	16





Arlington Independent School District TX
Total Rate of Return - Book Value by Month
All Portfolios

Begin Date: 6/30/2022, End Date: 4/30/2023

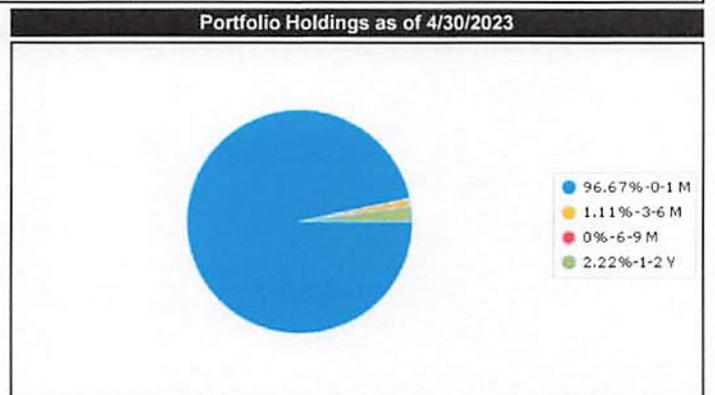
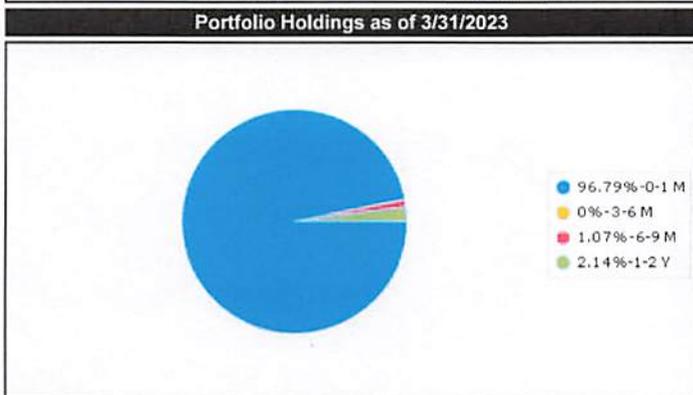
Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Month
6/30/2022	857,851,589.18	795,757.63	0.00	795,757.63	858,522,512.81	0.09	1.12	1.06
7/31/2022	879,658,389.05	1,156,726.83	0.00	1,156,726.83	878,690,679.29	0.13	1.59	1.85
8/31/2022	852,641,132.31	1,484,191.15	0.00	1,484,191.15	844,514,828.15	0.18	2.13	2.28
9/30/2022	794,989,130.58	1,584,614.41	0.00	1,584,614.41	794,756,199.31	0.20	2.42	2.61
10/31/2022	783,110,492.58	1,996,002.57	0.00	1,996,002.57	792,494,624.04	0.25	3.06	3.32
11/30/2022	747,482,991.34	2,342,174.67	0.00	2,342,174.67	747,647,802.00	0.31	3.82	3.87
12/31/2022	744,833,208.21	2,633,708.46	0.00	2,633,708.46	745,040,493.02	0.35	4.33	3.90
1/31/2023	760,405,468.76	3,291,876.38	0.00	3,291,876.38	765,531,557.04	0.43	5.28	4.52
2/28/2023	933,229,382.42	3,481,320.98	0.00	3,481,320.98	933,857,597.75	0.37	4.57	4.64
3/31/2023	967,489,945.81	3,871,874.89	0.00	3,871,874.89	963,053,771.06	0.40	4.93	4.49
4/30/2023	931,542,325.11	3,753,559.51	0.00	3,753,559.51	930,066,835.76	0.40	4.95	4.17
Total/Average	857,851,589.18	26,391,807.48	0.00	26,391,807.48	832,173,328.40	3.17	3.46	3.34



**Arlington Independent School District TX
Distribution by Maturity Range - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Maturity Range Allocation				
Maturity Range	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
0-1 Month	901,277,208.98	96.79	867,926,044.03	96.67
3-6 Months	0.00	0.00	9,977,373.00	1.11
6-9 Months	9,980,381.00	1.07	0.00	0.00
1-2 Years	19,920,690.00	2.14	19,937,204.00	2.22
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

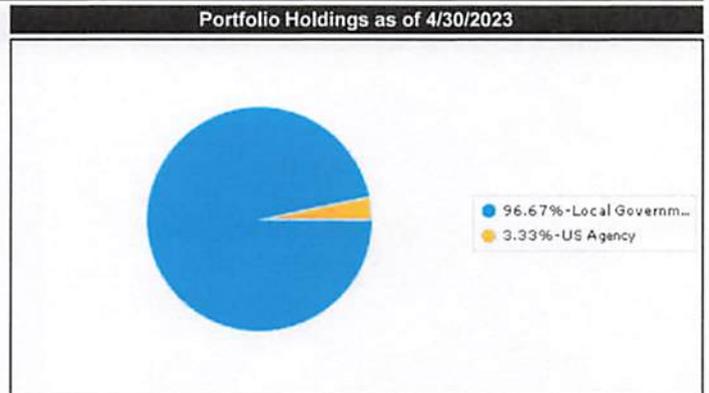
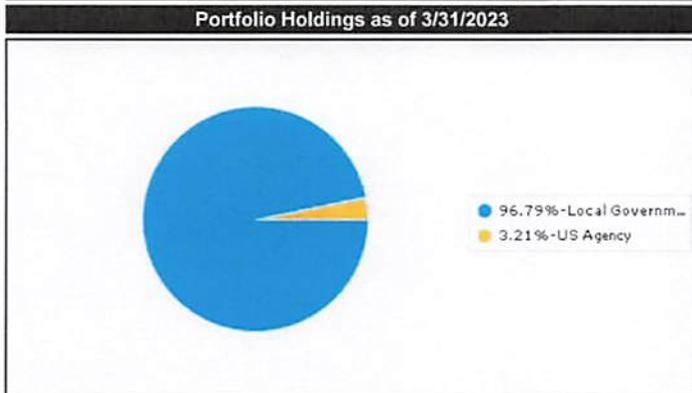




**Arlington Independent School District TX
Distribution by Security Sector - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Security Sector Allocation				
Security Sector	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
Local Government Investment Pool	901,277,208.98	96.79	867,926,044.03	96.67
US Agency	29,901,071.00	3.21	29,914,577.00	3.33
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

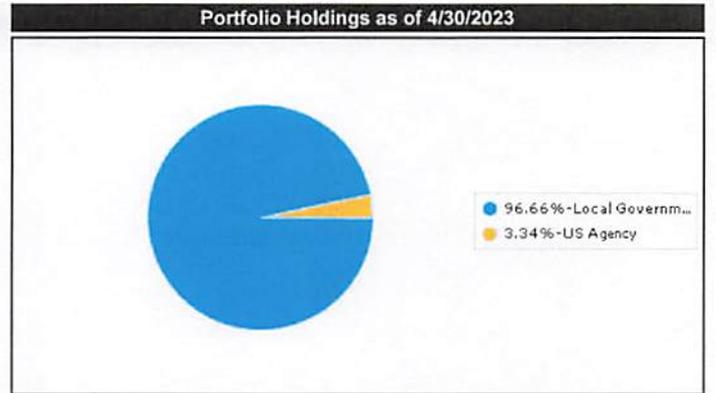
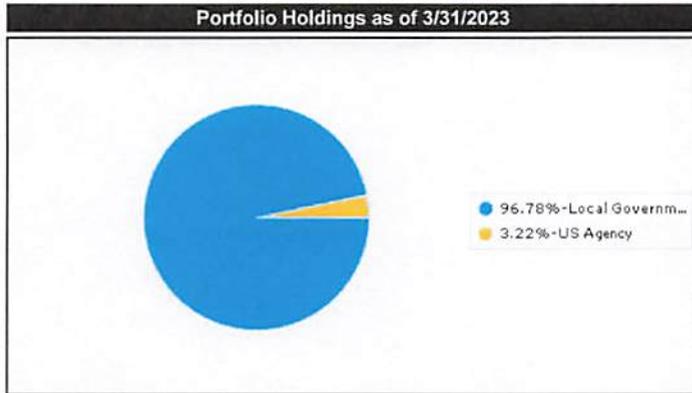




**Arlington Independent School District TX
Distribution by Security Sector - Book Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Security Sector Allocation				
Security Sector	Book Value 3/31/2023	% of Portfolio 3/31/2023	Book Value 4/30/2023	% of Portfolio 4/30/2023
Local Government Investment Pool	901,277,208.98	96.78	867,926,044.03	96.66
US Agency	30,022,741.13	3.22	30,021,458.73	3.34
Total / Average	931,299,950.11	100.00	897,947,502.76	100.00

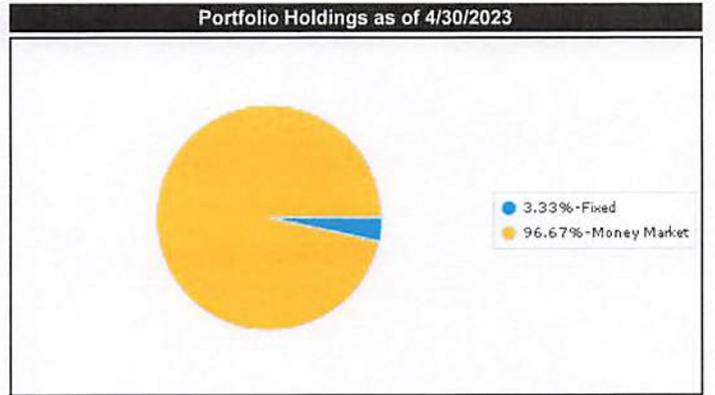
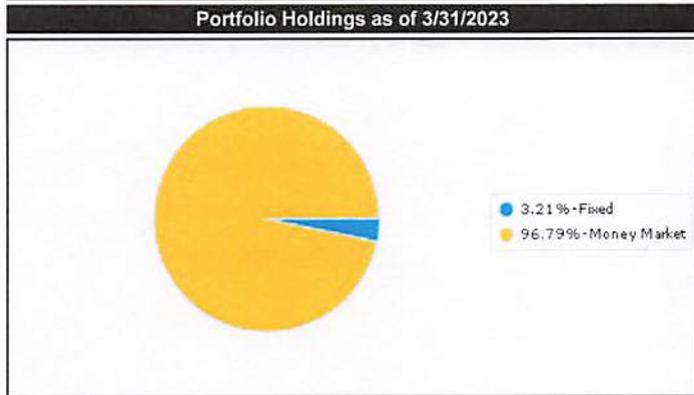




**Arlington Independent School District TX
Distribution by Security Structure - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Security Structure Allocation				
Security Structure	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
Fixed	29,901,071.00	3.21	29,914,577.00	3.33
Money Market	901,277,208.98	96.79	867,926,044.03	96.67
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

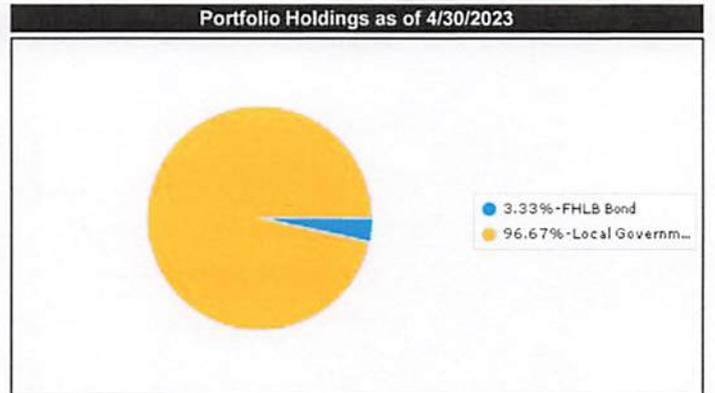
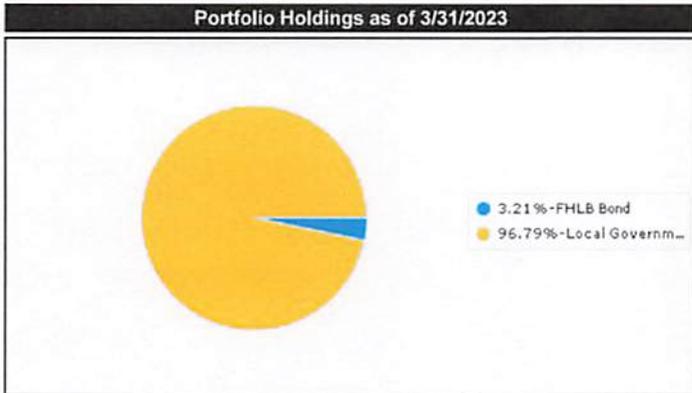




**Arlington Independent School District TX
Distribution by Security Type - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Security Type Allocation				
Security Type	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
FHLB Bond	29,901,071.00	3.21	29,914,577.00	3.33
Local Government Investment Pool	901,277,208.98	96.79	867,926,044.03	96.67
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

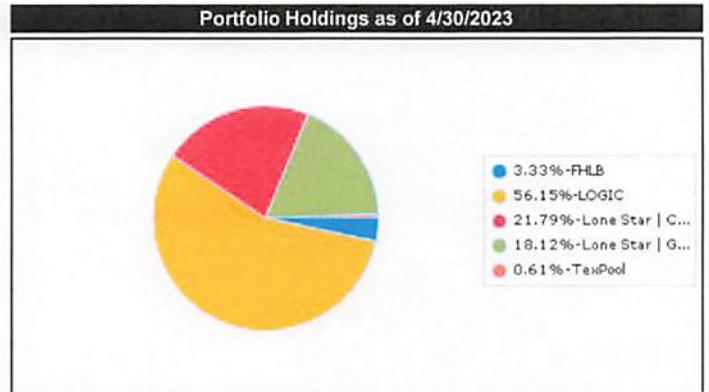
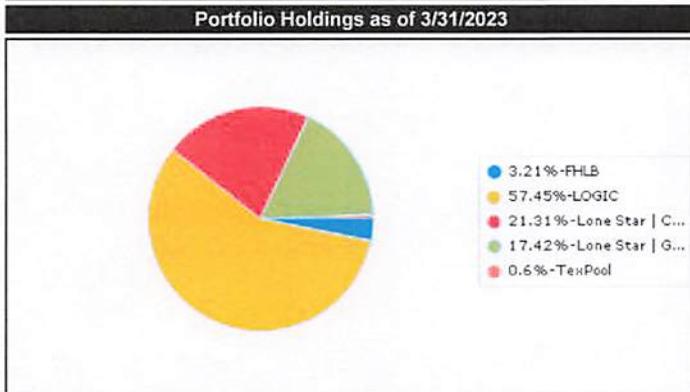




**Arlington Independent School District TX
Distribution by Issuer - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Issuer Allocation				
Issuer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
FHLB	29,901,071.00	3.21	29,914,577.00	3.33
LOGIC	534,947,878.61	57.45	504,117,121.67	56.15
Lone Star Corporate	198,449,573.95	21.31	195,619,957.68	21.79
Lone Star Government	162,247,112.19	17.42	162,695,742.53	18.12
TexPool	5,632,644.23	0.60	5,493,222.15	0.61
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00

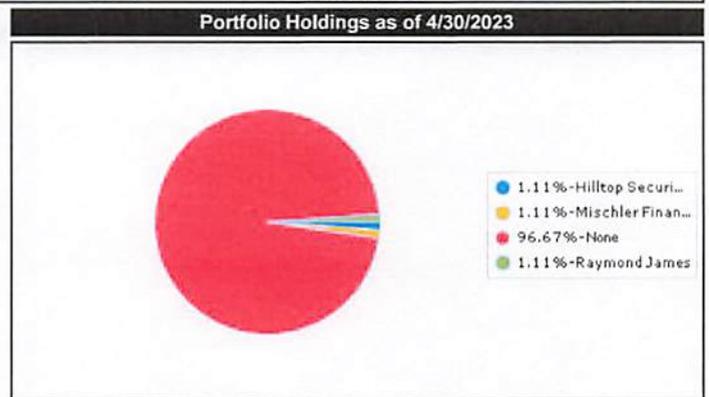
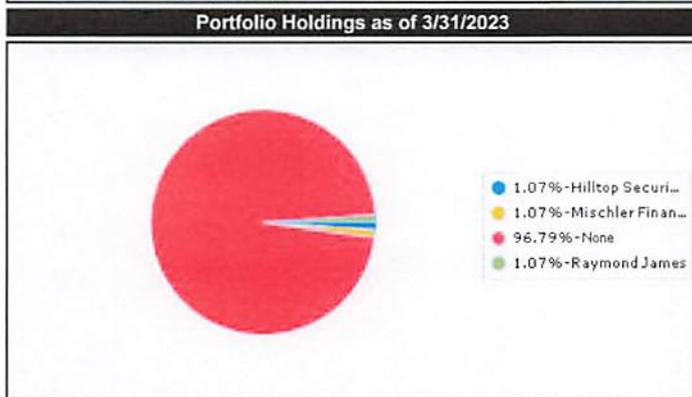




Arlington Independent School District TX Distribution by Broker/Dealer - Market Value All Portfolios

Begin Date: 3/31/2023, End Date: 4/30/2023

Broker/Dealer Allocation				
Dealer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
Hilltop Securities	9,980,381.00	1.07	9,977,373.00	1.11
Mischler Financial Group	9,957,626.00	1.07	9,962,527.00	1.11
None	901,277,208.98	96.79	867,926,044.03	96.67
Raymond James	9,963,064.00	1.07	9,974,677.00	1.11
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00



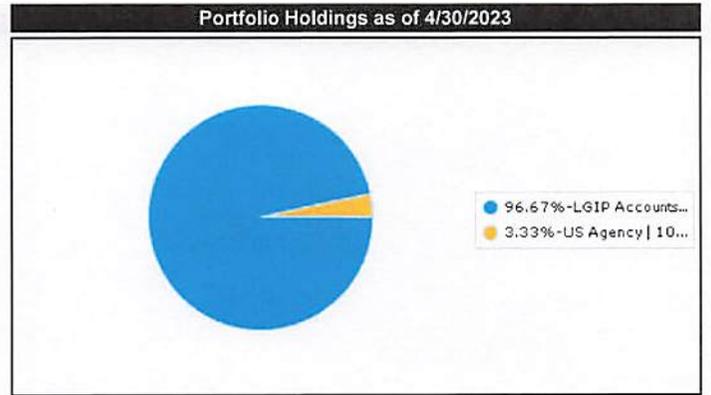
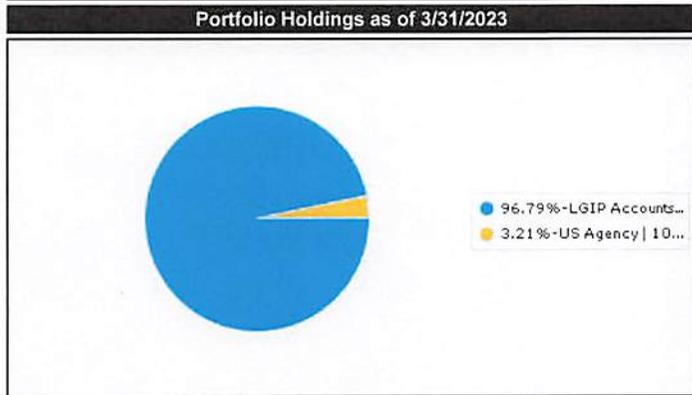
*None- All Local Government Investment Pools



**Arlington Independent School District TX
Distribution by Asset Category - Market Value
All Portfolios**

Begin Date: 3/31/2023, End Date: 4/30/2023

Asset Category Allocation				
Asset Category	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 4/30/2023	% of Portfolio 4/30/2023
LGIP Accounts 100%	901,277,208.98	96.79	867,926,044.03	96.67
US Agency 100%	29,901,071.00	3.21	29,914,577.00	3.33
Total / Average	931,178,279.98	100.00	897,840,621.03	100.00



The investment portfolio complies with the PFIA and the District approved Investment Policy and Strategy throughout the period.



Arlington Independent School District TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 4/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
199 Local Maintenance								
FHLB 4.375 9/13/2024 3133XVDG3	10,000,000.00	10/4/2022 4.21	10,030,350.00 10,021,458.73	99.75 4.56	9,974,677.00 57,118.06	1.12% -46,781.73	Moody's-Aaa S&P-AA+	502 1.34
FHLB 4.6 9/28/2023 3130ATQR1	10,000,000.00	10/28/2022 4.60	10,000,000.00 10,000,000.00	99.77 5.14	9,977,373.00 40,888.89	1.11% -22,627.00	Moody's-Aaa S&P-AA+	151 0.41
FHLB 5 10/25/2024-23 3130ATHH3	10,000,000.00	10/25/2022 5.00	10,000,000.00 10,000,000.00	99.63 5.27	9,962,527.00 6,944.44	1.11% -37,473.00	Moody's-Aaa S&P-AA+	86 1.45
LOGIC LGIP LGIP9010	241,542,224.46	6/30/2021 5.00	241,542,224.46 241,542,224.46	100.00 5.00	241,542,224.46 5.00	26.9% 0.00	NR NR	1 0
Lone Star Corporate LGIP LGIP0199-C	46,954,343.70	6/30/2021 5.00	46,954,343.70 46,954,343.70	100.00 5.00	46,954,343.70 5.00	5.23% 0.00	NR None	1 0
Lone Star Government LGIP LGIP0199-G	39,871,344.49	6/30/2021 4.82	39,871,344.49 39,871,344.49	100.00 4.82	39,871,344.49 4.82	4.44% 0.00	NR NR	1 0
TexPool LGIP LGIP0003	5,468,493.28	6/30/2021 4.81	5,468,493.28 5,468,493.28	100.00 4.81	5,468,493.28 4.81	0.61% 0.00	NR NR	1 0
Sub Total 199 Local Maintenance	363,836,405.93	4.94	363,866,755.93 363,857,864.66	4.97	363,750,982.93 104,951.39	40.52% -106,881.73		21 0.09
240 Food Service								
LOGIC LGIP LGIP9070	2,653,038.70	6/30/2021 5.00	2,653,038.70 2,653,038.70	100.00 5.00	2,653,038.70 5.00	0.3% 0.00	NR NR	1 0
TexPool LGIP LGIP0012	24,728.87	6/30/2021 4.81	24,728.87 24,728.87	100.00 4.81	24,728.87 4.81	0% 0.00	NR NR	1 0
Sub Total 240 Food Service	2,677,767.57	5.00	2,677,767.57	5.00	2,677,767.57	0.3% 0.00		1 0
599 Debt Service								
LOGIC LGIP LGIP9050	28,918,870.23	6/30/2021 5.00	28,918,870.23 28,918,870.23	100.00 5.00	28,918,870.23 5.00	3.22% 0.00	NR NR	1 0



**Arlington Independent School District TX
Portfolio Holdings by Asset Class
All Portfolios**

Date: 4/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Lone Star Corporate LGIP LGIP0599-C	1,154,242.10	6/30/2021 5.00	1,154,242.10	100.00 5.00	1,154,242.10	0.13% 0.00	NR NR	1 0
Lone Star Government LGIP LGIP0599-G	1,085,953.44	6/30/2021 4.82	1,085,953.44	100.00 4.82	1,085,953.44	0.12% 0.00	NR NR	1 0
Sub Total 599 Debt Service	31,159,065.77	4.99	31,159,065.77	4.99	31,159,065.77	3.47% 0.00		1 0
640 Construction 2014								
LOGIC LGIP LGIP9641	1,204,212.49	6/30/2021 5.00	1,204,212.49	100.00 5.00	1,204,212.49	0.13% 0.00	NR NR	1 0
Lone Star Corporate LGIP LGIP0644-C	0.66	6/30/2021 5.00	0.66	100.00 5.00	0.66	0% 0.00	NR NR	1 0
Lone Star Corporate LGIP LGIP0641-C	0.08	6/30/2021 5.00	0.08	100.00 5.00	0.08	0% 0.00	NR NR	1 0
Lone Star Corporate LGIP LGIP0642-C	0.02	6/30/2021 5.00	0.02	100.00 5.00	0.02	0% 0.00	NR NR	1 0
Lone Star Corporate LGIP LGIP0643-C	4,475,931.48	6/30/2021 5.00	4,475,931.48	100.00 5.00	4,475,931.48	0.5% 0.00	NR NR	1 0
Lone Star Government LGIP LGIP0644-G	598,692.99	6/30/2021 4.82	598,692.99	100.00 4.82	598,692.99	0.07% 0.00	NR NR	1 0
Lone Star Government LGIP LGIP0643-G	2.40	6/30/2021 4.82	2.40	100.00 4.82	2.40	0% 0.00	NR NR	1 0
Lone Star Government LGIP LGIP0642-G	71.62	6/30/2021 4.82	71.62	100.00 4.82	71.62	0% 0.00	NR NR	1 0
Lone Star Government LGIP LGIP0641-G	741.14	6/30/2021 4.82	741.14	100.00 4.82	741.14	0% 0.00	NR NR	1 0



Arlington Independent School District TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 4/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
			6,279,652.88		6,279,652.88	0.7%		1
Sub Total 640 Construction 2014	6,279,652.88	4.98	6,279,652.88	4.98		0.00		0
650 Construction 2019								
LOGIC LGIP		6/30/2021	53,569,908.36	100.00	53,569,908.36	5.97%	NR	1
LGIP9651	53,569,908.36	5.00	53,569,908.36	5.00		0.00	NR	0
LOGIC LGIP		6/30/2021	299,328.23	100.00	299,328.23	0.03%	NR	1
LGIP9650	299,328.23	5.00	299,328.23	5.00		0.00	NR	0
LOGIC LGIP		3/30/2022	88,597,974.12	100.00	88,597,974.12	9.87%	NR	1
LGIP9652	88,597,974.12	5.00	88,597,974.12	5.00		0.00	NR	0
Lone Star Corporate LGIP		6/30/2021	49,510,643.46	100.00	49,510,643.46	5.51%	NR	1
LGIP0651-C	49,510,643.46	5.00	49,510,643.46	5.00		0.00	NR	0
Lone Star Corporate LGIP		3/10/2022	51,416,937.90	100.00	51,416,937.90	5.73%	NR	1
LGIP0652-C	51,416,937.90	5.00	51,416,937.90	5.00		0.00	NR	0
Lone Star Corporate LGIP		6/30/2021	34,765,782.23	100.00	34,765,782.23	3.87%	NR	1
LGIP0650-C	34,765,782.23	5.00	34,765,782.23	5.00		0.00	NR	0
Lone Star Government LGIP		6/30/2021	49,357,609.60	100.00	49,357,609.60	5.5%	NR	1
LGIP0651-G	49,357,609.60	4.82	49,357,609.60	4.82		0.00	NR	0
Lone Star Government LGIP		3/1/2022	51,294,815.15	100.00	51,294,815.15	5.71%	NR	1
LGIP0652-G	51,294,815.15	4.82	51,294,815.15	4.82		0.00	NR	0
Lone Star Government LGIP		6/30/2021	20,486,511.70	100.00	20,486,511.70	2.28%	NR	1
LGIP0650-G	20,486,511.70	4.82	20,486,511.70	4.82		0.00	NR	0
			399,299,510.75		399,299,510.75	44.47%		1
Sub Total 650 Construction 2019	399,299,510.75	4.94	399,299,510.75	4.94		0.00		0
699 Construction Local								
LOGIC LGIP		6/30/2021	77,402,800.76	100.00	77,402,800.76	8.62%	NR	1
LGIP9069	77,402,800.76	5.00	77,402,800.76	5.00		0.00	NR	0



Arlington Independent School District TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 4/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Lone Star Corporate LGIP		6/30/2021	7,342,076.05	100.00	7,342,076.05	0.82%	NR	1
LGIP0699-C	7,342,076.05	5.00	7,342,076.05	5.00		0.00	NR	0
			84,744,876.81		84,744,876.81	9.44%		1
Sub Total 699 Construction Local	84,744,876.81	5.00	84,744,876.81	5.00		0.00		0
800 Operations Other								
LOGIC LGIP		6/30/2021	5,434,644.33	100.00	5,434,644.33	0.61%	NR	1
LGIP9011	5,434,644.33	5.00	5,434,644.33	5.00		0.00	NR	0
LOGIC LGIP		6/30/2021	4,707.49	100.00	4,707.49	0%	NR	1
LGIP9864	4,707.49	5.00	4,707.49	5.00		0.00	NR	0
LOGIC LGIP		6/30/2021	46,607.06	100.00	46,607.06	0.01%	NR	1
LGIP9012	46,607.06	5.00	46,607.06	5.00		0.00	NR	0
LOGIC LGIP		6/30/2021	4,423,194.57	100.00	4,423,194.57	0.49%	NR	1
LGIP9077	4,423,194.57	5.00	4,423,194.57	5.00		0.00	NR	0
LOGIC LGIP		6/30/2021	19,610.87	100.00	19,610.87	0%	NR	1
LGIP9752	19,610.87	5.00	19,610.87	5.00		0.00	NR	0
			9,928,764.32		9,928,764.32	1.11%		1
Sub Total 800 Operations Other	9,928,764.32	5.00	9,928,764.32	5.00		0.00		0
			897,956,394.03		897,840,621.03	100.00%		9
TOTAL PORTFOLIO	897,926,044.03	4.95	897,947,502.76	4.96	104,951.39	-106,881.73		0.04



Arlington Independent School District TX
 Public Funds Investment Act
 Group By: Security Sector

Begin Date: 03/31/2023, End Date: 04/30/2023

Description	CUSIP/Ticker	Maturity Date	Beginning BV	Ending BV	Beginning MV	Buy Principal	Sells Quantity	Change in MV	Ending MV	Ending Market Accrued Interest	Portfolio Name
Local Government Investment Pool											
LOGIC LGIP	LGIP9010	N/A	272,179,238.36	241,542,224.46	272,179,238.36	23,741,709.11	54,378,723.01	0.00	241,542,224.46	N/A	199 Local Maintenance
LOGIC LGIP	LGIP9011	N/A	1,141,104.75	5,434,644.33	1,141,104.75	4,293,539.58	0.00	0.00	5,434,644.33	N/A	800 Tax Clearing
LOGIC LGIP	LGIP9012	N/A	46,416.48	46,607.06	46,416.48	190.58	0.00	0.00	46,607.06	N/A	800 Counts Scholarship Fund
LOGIC LGIP	LGIP9050	N/A	28,801,114.32	28,918,870.23	28,801,114.32	118,255.91	500.00	0.00	28,918,870.23	N/A	500 Debt Service
LOGIC LGIP	LGIP9069	N/A	77,107,046.70	77,402,800.76	77,107,046.70	316,568.70	20,814.64	0.00	77,402,800.76	N/A	699 ConstructionLocal
LOGIC LGIP	LGIP9070	N/A	4,996,741.70	2,653,038.70	4,996,741.70	15,869.91	2,359,572.91	0.00	2,653,038.70	N/A	701 Cafeteria
LOGIC LGIP	LGIP9077	N/A	4,644,494.71	4,423,194.57	4,644,494.71	18,218.33	239,518.47	0.00	4,423,194.57	N/A	770 Workers Compensation
LOGIC LGIP	LGIP9088	N/A	4,981.40	0.00	4,981.40	17.03	4,998.43	0.00	0.00	0.00	800 Payroll Clearing
LOGIC LGIP	LGIP9641	N/A	984,441.72	1,204,212.49	984,441.72	220,220.77	450.00	0.00	1,204,212.49	N/A	641 Construction 2014 - 2015
LOGIC LGIP	LGIP9643	N/A	753,016.79	0.00	753,016.79	2,576.24	755,593.03	0.00	0.00	0.00	643 Construction 2014 - 2017
LOGIC LGIP	LGIP9644	N/A	61,786.38	0.00	61,786.38	159.64	61,946.02	0.00	0.00	0.00	644 Construction 2014 #5
LOGIC LGIP	LGIP9650	N/A	744,187.47	299,328.23	744,187.47	2,611.43	447,470.67	0.00	299,328.23	N/A	650 Construction 2019
LOGIC LGIP	LGIP9651	N/A	54,598,151.23	53,569,908.36	54,598,151.23	221,275.50	1,249,518.37	0.00	53,569,908.36	N/A	651 Construction 2019
LOGIC LGIP	LGIP9652	N/A	88,860,752.78	88,597,974.12	88,860,752.78	378,293.08	641,071.74	0.00	88,597,974.12	N/A	652 Construction 2019
LOGIC LGIP	LGIP9752	N/A	19,715.55	19,610.87	19,715.55	80.32	185.00	0.00	19,610.87	N/A	800 Print Shop
LOGIC LGIP	LGIP9864	N/A	4,688.27	4,707.49	4,688.27	19.22	0.00	0.00	4,707.49	N/A	864 Finance Clearing
Lone Star Corporate LGIP	LGIP0199-C	N/A	46,762,157.80	46,954,343.70	46,762,157.80	192,185.90	0.00	0.00	46,954,343.70	N/A	199 Local Maintenance
Lone Star Corporate LGIP	LGIP0599-C	N/A	988,553.86	1,154,242.10	988,553.86	165,688.24	0.00	0.00	1,154,242.10	N/A	599 Debt Service
Lone Star Corporate LGIP	LGIP0841-C	N/A	23.37	0.08	23.37	0.08	23.37	0.00	0.08	N/A	641 Construction 2014 - 2015

Description	CUSIP/Ticker	Maturity Date	Beginning BV	Ending BV	Beginning MV	Buy Principal	Sells Quantity	Change in MV	Ending MV	Ending Market Accrued Interest	Portfolio Name
Lone Star Corporate LGIP	LGIP0642-C	N/A	4.67	0.02	4.67	0.02	4.67	0.00	0.02	N/A	642 Construction 2014 - 2016
Lone Star Corporate LGIP	LGIP0643-C	N/A	3,704,000.19	4,475,931.48	3,704,000.19	1,527,524.32	755,593.03	0.00	4,475,931.48	N/A	643 Construction 2014 - 2017
Lone Star Corporate LGIP	LGIP0644-C	N/A	185.18	0.66	185.18	43,946.68	44,131.20	0.00	0.66	N/A	644 Construction 2014 #5
Lone Star Corporate LGIP	LGIP0650-C	N/A	39,188,143.26	34,765,782.23	39,188,143.26	148,089.21	4,550,450.24	0.00	34,765,782.23	N/A	650 Construction 2019
Lone Star Corporate LGIP	LGIP0651-C	N/A	49,307,994.53	49,510,643.46	49,307,994.53	202,648.93	0.00	0.00	49,510,643.46	N/A	651 Construction 2019
Lone Star Corporate LGIP	LGIP0652-C	N/A	51,206,486.43	51,418,937.90	51,206,486.43	210,451.47	0.00	0.00	51,418,937.90	N/A	652 Construction 2019
Lone Star Corporate LGIP	LGIP0699-C	N/A	7,312,024.66	7,342,076.05	7,312,024.66	30,051.39	0.00	0.00	7,342,076.05	N/A	699 ConstructionLocal
Lone Star Government LGIP	LGIP0199-G	N/A	39,714,145.82	39,871,344.49	39,714,145.82	167,188.67	0.00	0.00	39,871,344.49	N/A	199 Local Maintenance
Lone Star Government LGIP	LGIP0599-G	N/A	1,081,871.91	1,085,953.44	1,081,871.91	4,281.53	0.00	0.00	1,085,953.44	N/A	599 Debt Service
Lone Star Government LGIP	LGIP0841-G	N/A	216,038.52	741.14	216,038.52	741.14	216,038.52	0.00	741.14	N/A	641 Construction 2014 - 2015
Lone Star Government LGIP	LGIP0642-G	N/A	20,875.61	71.62	20,875.61	71.62	20,875.61	0.00	71.62	N/A	642 Construction 2014 - 2016
Lone Star Government LGIP	LGIP0643-G	N/A	699.03	2.40	699.03	2.40	699.03	0.00	2.40	N/A	643 Construction 2014 - 2017
Lone Star Government LGIP	LGIP0644-G	N/A	552,352.37	598,692.99	552,352.37	90,286.64	43,946.02	0.00	598,692.99	N/A	644 Construction 2014 #5
Lone Star Government LGIP	LGIP0650-G	N/A	20,405,740.71	20,488,511.70	20,405,740.71	80,770.99	0.00	0.00	20,488,511.70	N/A	650 Construction 2019
Lone Star Government LGIP	LGIP0651-G	N/A	49,163,010.19	49,357,609.60	49,163,010.19	194,599.41	0.00	0.00	49,357,609.60	N/A	651 Construction 2019
Lone Star Government LGIP	LGIP0652-G	N/A	51,092,578.03	51,294,815.15	51,092,578.03	202,237.12	0.00	0.00	51,294,815.15	N/A	652 Construction 2019
TexPool LGIP	LGIP0002	N/A	181,001.83	0.00	181,001.83	401.77	181,403.40	0.00	0.00	0.00	599 Debt Service
TexPool LGIP	LGIP0003	N/A	5,447,010.88	5,468,493.28	5,447,010.88	21,482.40	0.00	0.00	5,468,493.28	N/A	199 Local Maintenance
TexPool LGIP	LGIP0012	N/A	24,631.72	24,728.87	24,631.72	97.15	0.00	0.00	24,728.87	N/A	240 Food Service
Sub Total/Average Local Government Investment Pool			901,277,208.98	867,926,044.03	901,277,208.98	32,602,362.43	65,953,527.38	0.00	867,926,044.03	0.00	
US Agency											
FHLB 4.375 9/13/2024	3133XVDG3	9/13/2024	10,022,741.13	10,021,468.73	9,963,064.00	0.00	0.00	11,813.00	9,974,877.00	57,118.06	199 Local Maintenance
FHLB 4.6 9/28/2023	3130ATQR1	9/28/2023	10,000,000.00	10,000,000.00	9,980,381.00	0.00	0.00	-3,008.00	9,977,373.00	40,888.89	199 Local Maintenance
FHLB 5 10/25/2024-23	3130ATHH3	10/25/2024	10,000,000.00	10,000,000.00	9,957,826.00	0.00	0.00	4,901.00	9,962,527.00	8,944.44	199 Local Maintenance

Description	CUSIP/Ticker	Maturity Date	Beginning BV	Ending BV	Beginning MV	Buy Principal	Sells Quantity	Change in MV	Ending MV	Ending Market Accrued Interest	Portfolio Name
Sub Total/Average US Agency			30,022,741.13	30,021,458.73	29,901,071.00	0.00	0.00	13,506.00	29,914,577.00	104,951.39	
Total / Average			931,299,950.11	897,947,502.76	931,178,279.98	32,602,362.43	65,953,527.38	13,506.00	897,840,621.03	104,951.39	

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

Regular Meeting

May 4, 2023
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich, David Wilbanks, John Hibbs, Kecia Mays

Members Absent: None

Media Present: WFAA

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order at 5:05 p.m. with six trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:05 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Term and Probationary Employee Contracts (as indicated above and below)
2. Administrative Appointments/Personnel Ratification
3. Superintendent Retirement Agreement
4. Discussion of Superintendent Applicants
5. Temporary Construction Easement Necessary to Install a Public Storm Water Drainage Collector on the Northwest Corner of the Gunn Junior High School Property Along Canongate Drive
6. Real Property Being Four Adjacent Tracts of Land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road)
7. Kelsey Groves
8. Rhonda Smith
9. Naming of Facilities

Trustee Chapa arrived during closed meeting.

RECONVENE INTO OPEN SESSION: Board Room

President Fowler reconvened the Board into the open meeting at 6:41 p.m. with seven trustees present.

One or more trustee could participate in the meeting via videoconference call. A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at www.aisd.net.

OPENING CEREMONY:

Kecia Mays led the audience in the pledges. Mrs. Fowler called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

- A. Student Performance by Junior High All Region Orchestra

Executive Director of Communications and Marketing Anita Foster introduced the junior high all region orchestra. Every year the Texas Music Educators Association hosts regional competitions around the state for band, choir, and orchestra. The North Texas area, region five, competition is open to Arlington, Grand Prairie, Mansfield, Cedar Hill, and Ft Worth. Over 400 students auditioned and 224 were selected. Arlington ISD claimed 123 of those spots in one of three ensembles. These students represent a large portion of the TMEA region five symphonic orchestra, the top ensemble in the region. They are among the elite junior high musicians in the area and recently participated in the all-region clinic and concert where they joined together to prepare a full concert program under the direction of Mary Havenstrite, winner of the Texas State Honor Orchestra on multiple occasions. The students performed one selection from the region concert titled "Baila Conmigo" by Jeremy Woolstenhulme. Don Sibley, the region five middle school orchestra division coordinator and Gunn Junior High and Fine Arts and Dual Language Academy orchestra director, conducted.

B. Student of the Month

Venture High School Principal Mr. Meeks introduced the May 2023 student of the month, Jeffrey Baird. Jeffrey, and students like him, are the reason that Venture High School exists. That might sound like a cliché or simple minded, but to understand the road that a student has walked that brought him to the doorstep of Venture High School is a challenging and painful picture of reality for many young people in this city. After a series of life choices, mental health challenges, and global events, Jeffrey found himself facing what was supposed to be his junior year of high school with freshman level credits. A former Venture High School teacher living next door to the Baird family told Jeffrey about another option for earning his high school diploma. After several conversations, Jeffrey and his parents decided to give Venture a try for the 2021-2022 school year. However, Jeffrey found that he was not ready to face the consequences of his own actions, responsibilities, and his own mental health challenges. The second week of the 2022-2023 school year Jeffrey brought himself back to Venture, sat down with Ms. Parsons, and asked for a second chance. Jeffrey was advocating for himself. Ms. Stephenson was chosen to be Jeffrey's advisor. The two of them began talking daily about Jeffrey's life goals and academic desires. They discussed the amount of work it would take and sacrifices that would have to be made to earn a full twenty-two credits by the end of the 2023 school year having started the year with only five credits. It was a very tall order, but Venture High School quickly learned that when Jeffrey puts his mind to something he is going to get it done. By Christmas break, Jeffrey had earned five new credits. Currently, Jeffrey has earned an additional eight credits and is classified as a senior with eighteen credits. In the last month of the of the 2022-2023 spring semester, it is expected that Jeffrey will earn at least another one and a half credits leaving a short list of classes for him to complete in summer school before graduating in August.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment the individual discussed in closed session for principal for Williams Elementary.

Motion by John Hibbs, second by Dr. Aaron Reich, to accept the administrative appointment.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

Dr. Cavazos introduced:

Chandler Garcia as the new principal for Williams Elementary School. Ms. Garcia was previously a principal in Ferris ISD.

President Fowler announced that Action Item G would be moved to the position of Action Item A in the meeting.

ACTION:

G. Select Superintendent Lone Finalist

Motion by Sarah McMurrough, second by Justin Chapa, to approve the lone finalist for the superintendent position of Arlington Independent School District as discussed in closed session.

President Fowler read the following statement:

“And now we've come to the portion of our meeting that many of you have been anxiously awaiting – and that's the naming of our lone superintendent finalist. Before I reveal the name, I want to share with you how the board of trustees reached our decision - and that started with our staff and community. Through TASB, our superintendent search partner, you either attended a focus group meeting or took a survey to share the most important attributes you wanted to see in a new leader. We took your feedback seriously because we understand that hiring a new superintendent is one of our most important duties. So, thank you to everyone who shared feedback and to my fellow board members for their commitment to the process. I'd also like to thank every candidate who considered leading the Arlington ISD. We are so grateful. Now, before I reveal the name of our Lone Finalist for Superintendent and tell you more about them, I want you to know that this person is not related to anyone in our district,

past or present. No relation. The name of the person we are announcing to follow Dr. Marcelo Cavazos as the next Superintendent of the Arlington ISD is Dr. Michelle Cavazos, current Superintendent with the Gregory-Portland ISD. Yes, we see it too, but in good news, you don't have to learn how to pronounce a new name and you'll spell it right every time. Dr. Michelle Cavazos stood out during the interview process because of her outstanding leadership skills. She is a proven champion for culture and climate, and a reflective, innovative leader. Since July of 2020, she has served as the Superintendent of Gregory-Portland ISD near Corpus Christi, Texas. Before that, she was the chief officer of school leadership and academics in the Austin ISD, director of secondary education in Shertz-Cibolo-Universal City ISD, and has led schools as a principal at elementary, middle, and high school grade levels. She even got her start in education as a bilingual elementary teacher in the Houston area where she helped lead the implementation of a dual language program and worked to open both elementary and middle school campuses. Through her various roles as an educational leader, Dr. Michelle Cavazos has shown herself to be a leader who embraces a commitment to educational opportunities for all students. And we believe she will bring that leadership to the Arlington ISD along with wisdom, passion, energy, and a true heart for children. She attended the University of Northern Iowa and received her Bachelor of Arts in Elementary Education and Spanish Teaching. She earned her master's degree from the University of Houston in Administration and Supervision and her doctoral degree from Texas State University in School Improvement.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

A. Consider Approval of Teacher Probationary and Term Contracts

Motion by Justin Chapa, second by David Wilbanks, to approve the teacher probationary and term contracts. Mr. Chapa abstained with relation to Cera Holder, a teacher and coach at Bowie High School.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

B. Consider Approval of Probationary and Term Contracts for Administrative and Professional Staff

Motion by Sarah McMurrough, second by Justin Chapa, to approve the probationary and term contracts for administrative and professional staff.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

C. Consider Proposed Termination of Probationary Contracts of Kelsey Groves and Rhonda Smith

Motion by John Hibbs, second by Justin Chapa, that the Board of Trustees terminate the employment of Kelsey Groves and Rhonda Smith at the end of the contract term, based on the Board of Trustees' judgment that the best interest of the District will be served by this action, and that the Superintendent provide written notice of this action to each employee at least ten days before the last day of instruction for the current school year.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

D. Consider Authorizing the Sale of Real Property being Four Adjacent Tracts of Land (5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road and 2914 Lynn Road) Comprising a Total of 15,631 Acres Located in Grand Prairie, Tarrant County, Texas

Motion by Kecia Mays, second by John Hibbs, to authorize the sale of 5200 Lake Ridge Parkway, 2501 Lynn Road, 2912 Lynn Road, and 2914 Lynn Road in Grand Prairie, Texas, to wire acquisitions for the price and on the terms set out in the proposed contract that has been presented to us by staff, to authorize the president of the Board to execute the proposed contract, and to authorize the president of the Board to execute all other documents necessary or proper to accomplish the sale.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

E. Consider Superintendent Retirement Agreement

Motion by David Wilbanks, second by Sarah McMurrough, to approve the Superintendent retirement agreement as presented in closed session.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

F. Naming of Facilities

Motion by Dr. Aaron Reich, second by David Wilbanks, to ratify the name of the facility currently known as the Arlington ISD Center for Visual & Performing Arts to the Dr. Marcelo Cavazos Center for Visual and Performing Arts.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

H. Consider Nomination of an Arlington ISD Trustee for the Region 11, Position C, Seat on the Texas Association of School Boards (TASB) Board of Directors

Motion by David Wilbanks, second by Kecia Mays, to nominate Justin Chapa for the Region 11, Position C, Seat on the Texas Association of School Boards, Board of Directors.

Voting For: 6
Voting Against: 0
Abstained: 1
Justin Chapa abstained.

President Fowler reported that the motion passed.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- B. Approval of Bids, Purchases, Construction Items
23-12 Duff & South Davis Elementary Schools Addition & Renovation Project
- C. Approval of Minutes of Previous Meetings, April 2023
- D. Approval of a Resolution and a Temporary Construction Easement Necessary to Install a Public Storm Water Drainage Collector on the Northwest Corner of the Gunn Junior High School Property Along Canongate Drive
- E. Approval of Second Amendment to Relocate the Cellular Site and Extend the Crown Castle / AT&T Site Lease for the Cell Tower Located on the Grounds of Martin High School
- F. Approval of the University of Texas at Arlington – Support Effective Educator Development (SEED) Grant for Math Teachers

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

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

DISCUSSION:

A. Strategic Plan Update

Chief Academic Officer Dr. Steven Wurtz presented an update on the strategic plan. The Board, administration, staff, and community stakeholders collaboratively developed the *Powered by Possibilities* strategic plan to advance the district's innovative work focused on providing equitable programming for students while simultaneously addressing student and staff needs elevated within the current context of unfinished learning. This purpose of the plan is to define strategies, identify specific results and determine actions that lead to achieving the district's call to action plan and increase student achievement to ensure 100% of Arlington ISD students graduate exceptionally prepared. Dr. Wurtz reviewed the year one specific results and instructional responses to achieve each strategy. As the district moves into year two strategies, focus will remain on the learner experience, growing and developing people, and promoting college and career readiness.

OPEN FORUM FOR NON-AGENDA ITEMS:

Meagan Davis registered to speak but was not present.

Tamara Medlock registered to speak virtually but was not available.

SUPERINTENDENT'S REPORT:

Superintendent Cavazos congratulated Johns Elementary third grader Aubrey Washington on being named a national winner by the Read 180 program. Aubrey was one of twelve students nationally honored for exceptional success in reading improvement. She is the first national winner the district has had since 2016. Aubrey's reading growth has been amazing. Dr. Cavazos also congratulated Dunn Elementary student support interventionist Heather Juarez. She was honored by Read 180 with a *180 Educator Award*. That honor goes to an educator who demonstrates it is never too late to open doors for academic success for students.

Dr. Cavazos also congratulated the TCU scholars. Sam Houston High School had nine recipients from the TCU Community Scholars program. Four others who applied also got full rides to TCU from scholarships. All thirteen of the students who applied to be Community Scholars are headed to TCU. Those thirteen students earned more than \$3 million in scholarship money. That is a testament to the students, the counselors at Sam and the AVID teachers who helped them achieve such a remarkable accomplishment.

Webb Elementary School student Charlie Vassar earned congratulations. Charlie came up with the idea of creating a lemonade stand over spring break and donating the money to those in need. He raised \$157 for Arlington Life Shelter. With the help of his teacher Beatrice Davis, he made sure the money got in their hands and that started a trend. Others have donated to the cause including assistant principal Brian Gomez, who matched Charlie's donation. The construction company that built the new Webb also did the same. All of this was because of Charlie's efforts. Dr. Cavazos thanked Charlie.

The annual Family Expo and Resource Fair was hosted at the Dan Dipert Career and Technical Center. The fair, which is spear headed by AISD's Family and Community Engagement team, in partnership with Alpha Kappa Alpha Sorority Inc. Xi Theta Omega Chapter and The Arlington Foundation for Excellence in Education, has served parents, students and the entire Arlington community for nineteen years. It gives them an opportunity to find out about resources and training for families. There were workshops, panels, food, and music. Dr. Cavazos thanked everyone who helped make the event such a success.

The end of the school year is teacher appreciation time. Dr. Cavazos asked everyone to tell the teachers how much they appreciate them. Arlington ISD is fortunate to have thousands of outstanding teachers. They do an outstanding job of setting AISD students up for success. Dr. Cavazos shared his appreciation for AISD teachers.

Superintendent Cavazos thanked everyone who had a hand in his recent retirement celebration at AISD's Center for Visual and Performing Arts. He said it was touching to see so many people come to visit and attend the event, including student performances and surprise guests. Dr. Cavazos and his family are very appreciating for the great night of celebration.

SCHOOL BOARD'S REPORT: None

PROGRAM AND/OR PRESENTATION:

C. Recognition of Outgoing Trustees Kecia Mays and John Hibbs

Trustee Mays and Trustee Hibbs spoke regarding their service on the AISD Board of Trustees. They shared their gratitude for the opportunity to serve and support the students, staff, and community of the Arlington ISD. The other Trustees and Superintendent Cavazos shared their appreciation for Mrs. Mays and Mr. Hibbs and their service to AISD. On behalf of State Representative Chris Turner, Mrs. Mays received a Resolution in honor of her service and a Texas Flag that was flown over the Capitol of the State of Texas. She also received a retirement bowl and a child-themed plaque. Mr. Hibbs was presented with a plaque thanking him for his year of service, having been appointed to serve the 2022-2023. Mrs. Mays' husband Robie Mays and Mr. Hibbs' wife Mary Hibbs were presented with certificates thanking them for their support of the AISD.

SCHOOL BOARD'S REPORT:

Secretary McMurrough had no items to report.

ADJOURNMENT:

President Fowler adjourned the meeting at 9:27 p.m. The Board did not return to closed session.

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

Called Meeting

May 16, 2023
8:00 a.m.

Members Present: Justin Chapa, John Hibbs

Members Absent: Melody Fowler, Sarah McMurrough, Dr. Aaron D. Reich, David Wilbanks,
Kecia Mays

CALL TO ORDER: Board Room

Vice President Chapa called the meeting to order at 8:00 a.m. with two trustees present. The meeting was held at the Administration Building, Board Room, 690 East Lamar Boulevard, Arlington, Texas.

OPEN FORUM FOR AGENDA ITEMS: None

ACTION:

A. Canvass Election Returns for Trustee Election Held on May 6, 2023

Superintendent Cavazos read the returns of the trustee election held on May 6, 2023. The results of the election are as follows:

Place 6

Sinsey Johnson	1,677 votes
Robert Blake	5,877 votes
Brooklyn Richardson	6,644 votes

Place 7

Kathi Arocha	1,992 votes
Hunter Crow	775 votes
Watson Robinson Jr.	598 votes
Corliss Bunkley	2,972 votes
Bridgett Davis	2,574 votes
Leanne Haynes	5,025 votes

Superintendent Cavazos recommended approval of the order declaring results of the trustee election and announced that Brooklyn Richardson was elected for Place 6, and Leanne Haynes was elected for Place 6 on the AISD Board of Trustees.

Motion by John Hibbs, second by Justin Chapa, to approve the election results for the trustee election held on May 6, 2023 for Place 6 and Place 7.

Voting For: 2
Voting Against: 0

Vice President Chapa reported that the motion passed.

OPEN FORUM FOR NON-AGENDA ITEMS: None

ADJOURNMENT:

Vice President Chapa adjourned the meeting at 8:03 a.m. The Board did not meet in closed session.

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

Regular Meeting

May 18, 2023
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,
David Wilbanks

Members Absent: John Hibbs, Kecia Mays

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 5:07 p.m. with five trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

One or more trustee could participate in the meeting via videoconference call. A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at www.aisd.net.

Ceremony for Administering the Oath of Office to Newly Elected Board Members:

The Honorable Judge Carey Walker administered the Oath of Office to newly elected board member Brooke "Brooklyn" Richardson for Place 6.

Ms. Amy Smith, Notary, administered the Oath of Office to newly elected board member Leanne Haynes for Place 7.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,
David Wilbanks, Brooklyn Richardson, Leanne Haynes

Members Absent: None

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:15 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Board Goals: Duties of Public Officers
2. Deliberate the Appointment and Duties of Public Officers
3. Administrative Appointments/Personnel Ratifications
4. Easement and Right-of-Way for a 4,376 Square Foot (0.100 acres) Tract of Land Situated in Lot 1, W. J. Berry Addition, to the City of Arlington, Tarrant County, Texas
5. Update on Lone Finalist and Transition Plan

RECONVENE INTO OPEN SESSION: Board Room

President Fowler reconvened the Board into the open meeting at 7:46 p.m. with seven trustees present.

OPENING CEREMONY:

Brooklyn Richardson led the audience in the pledges. Mrs. Fowler called for a moment of silence.

President Fowler announced that the ceremony for swearing in Brooklyn Richardson for Place 6 and Leanne Haynes for Place 7 was held earlier in the evening. She congratulated them on being elected.

OPEN FORUM FOR AGENDA ITEMS:

Richard Weber spoke regarding agenda item FY 2023-24 budget.

Cindy Calaluca spoke regarding budget.

ORGANIZATION – BOARD OF TRUSTEES:

A. Election of Board of Officers

Superintendent Cavazos took the gavel and asked for nominations for the Office of President.

Motion by David Wilbanks, second by Justin Chapa, to nominate Melody Fowler to continue as president of the AISD Board of Trustees

Voting For: 7
Voting Against: 0

President Fowler took the gavel and asked for nominations for officers.

Motion by Dr. Aaron Reich, second by David Wilbanks, to nominate Justin Chapa as VP and Sarah McMurrough as secretary.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment the individuals discussed in closed session for principal for Blanton Elementary, and principal for Corey Academy of Fine Arts and Dual Language.

Motion by Justin Chapa, second by David Wilbanks, to ratify the appointment of the individuals as discussed in closed session.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

Dr. Cavazos introduced:

Migdalia Castillo as the new principal for Blanton Elementary School. Ms. Castillo was previously in Grand Prairie ISD.

Cynthia Anthony as the new principal for Corey Academy of Fine Arts and Dual Language. Ms. Anthony was previously the assistant principal for Corey Academy.

PROGRAM AND/OR PRESENTATION:

A. Financial Futures Committee Presentation

Assistant Superintendent of Financial Services Carla Martin reported that the Financial Futures Committee had meetings throughout the year discussing the finance of AISD. Board Community Engagement Committee Chair Sarah McMurrough, as well as committee members Dr. Aaron Reich and John Hibbs participated in some of the meetings. She introduced the chair of the Financial Futures Committee, Ms. April Pettitt, to present the committee's findings to the Board.

Ms. Pettitt reported that the focus and purpose of the Financial Futures Committee is to provide findings and recommendations from community stakeholders to the Board of Trustees relating to budgets and long-range financial planning to support the District's strategic plan. The 2023 focus areas for the committee are safety and stability, attendance and community building, and robust marketing to support enrollment loss, staff vacancies, and increase pride. The 2023 recommendations are as follows:

- Given that safety is a growing concern, and given that stability with student and staff emotional health is needed and given that retention of teachers is important, the committee recommended that the Board of Trustees invest funds into safety and stability efforts outlined in the presentation.
- Given that state funding is based on attendance and given that enrollment is down and given that attendance is directly tied to student achievement, the committee recommended that the Board of Trustees continue to evaluate the use of funds to provide resources for attendance incentives and staffing to support and build relationships with parents and guardians.

- Given that enrollment is down, and given that staff vacancies are up and given that AISD offers many specialized programs and competitive compensation, the committee recommended that the Board of Trustees continue to invest funds and focus on marketing of the positives in AISD to build pride and attract students and staff.

DISCUSSION / ACTION:

A. Financial Update / 2023-2024 Preliminary Budget Update

Chief Financial Officer Darla Moss provided the Board with an update on the 2022-2023 budget and financial information included in the May 18 board meeting packet. The 2022-2023 general operating fund budget end-of-year projection, as of April 30, 2023, is \$32,901,228. Mrs. Moss noted that without ESSER (elementary and secondary school emergency relief) funds and some other changes from the original budget, the projection would be a deficit of \$5,156,472. Other fund end-of-year balance projections presented were debt service fund balance of \$10,620,945, capital projects fund deficit balance of \$91,134,978, and child nutrition fund balance of \$1,124,700. For the 2014 bond funds, cash redemption for a payment made on May 10, 2023 is projected to save \$1,644,622 on future interest payments.

Assistant Superintendent of Financial Services Carla Martin presented the 2023-2024 preliminary budget information. The budget priorities are safety and security; competitive compensation; student recovery, intervention and academic support; stabilization due to enrollment loss; fund AISD strategic plan year two strategies; and cost management. Ms. Martin reviewed the timeline for property tax estimates, certification and tax rate adoption. The preliminary budget, without salary increases, for 2023-2024 reflects total revenue of \$591,936,633 and expenditures of \$643,720,527.

Director of Compensation, Benefits and Culture Holly Stambaugh presented compensation recommendations for 2023-2024:

- 4 percent general pay increase at the market teacher salary totaling \$2,600 for all teachers on the teacher pay scale
- 4 percent general pay increase at the midpoint of the pay grade for all other positions
- Starting teacher salary \$62,500
- All starting salaries be raised to a minimum of \$15 per hour (includes reclassifications of specific auxiliary positions)
- After the general pay increase is applied, employees below the market may be eligible for an additional equity adjustment
- Increase the daily rate of pay for bridge substitute teachers from \$165 per day to \$225 per day
- Increases to athletic stipends, bilingual stipends and special education stipends
- Increases to substitute pay scale

Motion by Sarah McMurrough, second by Justin Chapa, to approve the administration's proposal for the 2023-2024 compensation package, as presented, which includes but is not limited to a pay increase of 4% of market median for employees assigned to the AISD teacher salary schedule; a starting teacher pay rate of \$62,500; and an increase of 4% of the 2023-24 paygrade mid-point for eligible employees paid on AISD salary schedules other than the AISD teacher salary schedule, and targeted adjustments where appropriate to achieve market competitiveness and move staff members closer to the mid-point of their paygrade.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

B. Consider 2023-2024 Student Code of Conduct

Assistant Superintendent of Administration Dr. Hill presented an overview of the recommended changes to the student code of conduct for the 2023-2024. The recommendations were reviewed by central administration, AISD's legal office and the Board Governance Committee.

Recommendation by Dr. Aaron Reich, referring to the redline summary comparison, number eight, move the sentence "A request for a special education evaluation may be made verbally." To follow the sentence "At that time, the district shall give the parent a Prior Written Notice (PWN) of whether it agrees to or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards." Then add the word "however" so the sentence would combine with the next sentence and be "A request for a special education evaluation may be made verbally, however, a verbal request does not require the LEA to respond within the 15 school days timeline." He also requested that Dr. Hill confirm that LEA is in the definitions section of the Student Code of Conduct.

Motion by David Wilbanks, second by Sara McMurrough, to approve the proposed changes with the one change Dr. Reich made on number eight.

Voting For: 7
 Voting Against: 0

President Fowler reported that the motion passed.

C. Consider the 2023-2024 Board of Trustees Meeting Calendar

The proposed 2023-2024 Board of Trustee meeting dates are as follows:

Month	Date
July 2023	None
August 2023	3 rd , 17 th
September 2023	7 th , 21 st
October 2023	5 th , 19 th
November 2023	2 nd , 16 th
December 2023	7 th
January 2024	18 th
February 2024	1 st , 15 th
March 2024	7 th
April 2024	4 th , 18 th
May 2024	2 nd , 16 th
June 2024	6 th 11 th , if necessary 18 th 27 th , if necessary

Dr. Aaron Reich recommended moving three dates on the proposed calendar to avoid having a board meeting during public schools week, on elementary open house night. He proposed moving the February 1st and 15th meetings to the 8th and 22nd; and moving the March 7th meeting to the 21st.

Motion by Leanne Haynes, second by Dr. Aaron Reich, to approve the 2023-2024 board of trustees meeting calendar with revisions of moving the February 1st and 15th meetings to February 8th and 22nd and moving March 7th meeting to March 21st.

Voting For: 7
 Voting Against: 0

President Fowler reported that the motion passed.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

A. Approval of Donations to the Arlington Independent School District

The total donations for this meeting was \$55,132.61. The year-to-date total for the 2022-2023 school year was \$540,336.09.

- B. Approval of Bids, Purchases, Construction Items
 - 23-02I Outside Contracted Services
 - 23-06k Academic Educational Consultants and Professional Development Services
 - 23-40 Mobile Device Classroom Management Solution
 - 23-46 Sam Houston HS Renovations
 - 23-47 P-TECH Sam Houston HS and Seguin HS
 - 23-55 ESSER, Title 1, and Title IV Library Print and Digital Book
 - 23-60 Transportation Supplies for Inventory and Catalog
 - 23-61 Spanish Reading Intervention Program

- C. Approval of Purchases Greater Than \$50,000 Exempt from Bid
 - 23-05-18-01 Summer Museum Art Camp
 - 23-05-18-02 Childcare Assistance for Students Not Eligible for State Assistance
 - 23-05-18-03 Custodial Equipment

- 23-05-18-04 Environmental Consulting Services for Asbestos Abatement & Mold Remediation
- 23-05-18-05 Armored Car Services
- 23-05-18-06 Medical Supplies, Equipment and Related Products
- 23-05-18-07 Civil Engineering Services – Phase III 2019 Bond
- 23-05-18-08 Geotechnical & Materials Testing Services – Phase III 2019 Bond
- 23-05-18-09 HVAC Test & Balance Services – Phase III 2019 Bond
- 23-05-18-10 Commissioning Services – Phase III 2019 Bond
- 23-05-18-11 Asbestos Abatement & Mold Remediation Services
- 23-05-18-12 Music Supplies and Sheet Music
- 23-05-18-13 Athletics Center Condenser Coil Replacement
- 23-05-18-14 Fire Alarm Hilldale Annex
- 23-05-18-15 Fire Sprinklers Nichols
- 23-05-18-16 Knox Boxes
- 23-05-18-17 SECO Loan Star Loan Payoff
- 23-05-18-18 Day School
- 23-05-18-19 Teacher Certification and Preparatory Program
- 23-05-18-20 Vape Detectors
- 23-05-18-21 Technology Parts and Supplies
- 23-05-18-22 Environmental Consulting Services for Knox and Thornton ES
- 23-05-18-23 Asbestos Abatement Short ES
- 23-05-18-24 Food Service Equipment, Supplies and Appliances
- 23-05-18-25 Golf Cars
- 23-05-18-26 Mowing Annual Contract

- D. Approval of Budget Amendment, May 2023
- E. Approval of Monthly Financial Report for Period Ending March 31, 2023
- F. Approval of Monthly Investment Report for Period Ending March 31, 2023
- G. Approval of Resolution Designating Individuals Authorized to Calculate the No-New-Revenue Tax Rate, the Voter-Approved Tax Rate, and other Truth-In-Taxation Requirements
- H. Approval of Resolution and Agreement to Extend Depository Contract for Funds
- I. Approval of an Easement and Right-of-Way for a 4,376 Square Foot (0.100) Tract of Land Situated in Lot 1, W.J. Berry Addition, to the City of Arlington, Tarrant County, Texas, According to the Plat Recorded in Volume 388-29, Page 391, of the Plat Records of Tarrant County, Texas, and Being a Portion of the 10.471 Acre Tract of Land Conveyed to the Arlington Independent School District, by the Deed Recorded in Volume 3029, Page 128, of the Deed of Records of Tarrant County, Texas

Motion by Sarah McMurrough, second by David Wilbanks, to accept the consent agenda.

Voting For: 7
Voting Against: 0

President Fowler reported that the motion passed.

OPEN FORUM FOR NON-AGENDA ITEMS: None

SUPERINTENDENT'S REPORT:

Dr. Cavazos reported that it is officially event season in the Arlington ISD. Last week AISD celebrated more than 250 Arlington ISD employees who have 25, 30, 35 and 40 years of service in the district as well as those who have retired this school year or are retiring. Dr. Cavazos thanked all employees who have served in the district for so many years and wished the best to those who are retiring.

Wednesday, May 17th, AISD honored the STAR students and their teachers at the Mac Bernd Professional Development Center. The luncheon is for the top two percent of seniors in each graduating class as well as the teacher who most impacted them in the district. Also, the high school counselors and the parents of the STAR students are invited to the luncheon. The students shared their plans for the fall, as well as why they selected the teacher they did. This is another example of how talented and dedicated AISD teachers are.

Superintendent Cavazos thanked Arlington Police Chief Al Jones for taking time out of his schedule to visit with fifth- and sixth-grade students at West Elementary last Friday as part of the Take 25 initiative.

The chief spoke to them about the importance of staying safe this summer and answered questions about everything from whether he liked doughnuts to if he had ever been involved in a police chase. Dr. Cavazos also commended West Elementary Principal Wendy Baker. The West Elementary students were outstanding, well-behaved representatives of AISD.

Congratulations to Ashworth Elementary teacher Donnetta Norris for being honored by the North Texas Honda Dealers with a Helpful Hands donation during Teacher Appreciation Week. Dr. Cavazos participated in surprising Ms. Norris as the students and Honda reps surprised her in the gym with \$5,000 in school supplies that she can use in her classroom. Ms. Norris, who is a two-time teacher of the year in our district, is another outstanding representative of the type of teachers in the Arlington ISD.

Students at Bebensee Elementary had a great opportunity last week as OneSight Essilor parked its vision van outside the school and outfitted nearly sixty students with new glasses at no cost to them. The students got another treat inside when Dallas Wings star Diamond DeShields shared her vision story with the students, before her and her teammates showed off their basketball skills and got the students involved. The district is fortunate to have outstanding community support from companies like OneSight Essilor, which works hard with the Title I schools to provide students with the best vision care possible.

SCHOOL BOARD'S REPORT:

Mr. Wilbanks reported that there are a number of community partners who help at schools, and it is award season. Some of the civic organizations include DAR, Lions Club, Masonic Club and the Downtown Rotary. Mr. Wilbanks, a member of the Downtown Rotary, noted that they provide awards for fifth, sixth and eighth grade students recognizing their academics and citizenship. He attended the awards ceremony for the Newcomer and Venture students at the Ferguson Education Center. He presented awards to Melissa Gutierrez and Axel Moreno for excelling academically and exhibiting qualities of putting service above self. Mr. Wilbanks appreciates the teachers and staff at the Newcomer Center and the students were all very appreciative of the awards received. He thanked the Rotary Club for the privilege of presenting the awards, and said we are all blessed.

Mrs. McMurrough recognized Martin High School Principal Marlene Roddy and her staff. She attended their recent breakfast event honoring sixteen students. These students were nominated by their teachers for rising above significant challenges to achieve academically and socially, while spreading kindness. She appreciated their recognition and they will get to wear purple cords at graduation. She thanked Martin High School for recognizing these amazing students.

Mr. Chapa thanked community partners for Bless A Campus, through the Council of PTAs. This is the sixth year for them to serve campuses without an active PTA. They get sponsorships and provide staff with food, drinks and goodies. Mr. Chapa joined TCC Board Member Jeannie Deakyne in representing Bless A Campus for the early college high school staff at TCC. Bless A Campus is one of his favorite events and is growing every year.

Dr. Reich also noted how much Bless A Campus has grown and thanked the PTA for starting the amazing event. He attended the Travel and Sports Legacy Foundation awards program. They are on the front line of realizing the benefits of AISD programming for the travel and hospitality industry. Dr. Nate Hearne was the keynote speaker. Dr. Hearne is the reason for Friday Night Lights and is actually in Arlington. During the program, Dr. Cavazos received a legacy award in appreciation and gratitude for all of his work in creating opportunities and partnerships. Dr. Reich also attended the Arlington Chamber's first State of Higher Education event. AISD is accomplishing great things in collaboration with TCC and UTA partnerships. Dr. Cavazos was surprised with another award at this event. The Arlington Heritage Memorial Gardens held their dedication event and Dr. Reich was honored to attend. Located on Arkansas Lane, just east of Matlock, it is now open to the public thanks to grants. There is history buried there as a cemetery, with stanchions/posts with QR codes for information regarding who is buried there. Several African Americans are buried there. Dr. Reich said that at that time in history, Arlington was the only place in Tarrant County where a Black person could be buried. He asked everyone to learn about and embrace this history and is looking forward to the opportunity for AISD students to learn this history. As the year ends, he congratulated families on a wonderful year and wished everyone a wonderful summer. For teachers and staff, he thanked them and is looking forward to seeing seniors cross the stage soon for graduations.

President Fowler reported she is excited about two Arlington High School soccer players who signed to play soccer at Arlington Baptist University in the fall, Mikey Lara and Ismael Calderon. Mrs. Fowler also thanked Lamar High School teacher, McKenzie McCarty. Ms. McCarty wanted to organize a prom for special education students. Mrs. Fowler and Ms. McCarty worked together and coordinated on a prom that was at Lamar High School last Saturday. Fifty students and their families participated from Seguin, Lamar and Sam Houston high schools, with the help of volunteers, creating lifelong memories. Mrs. Fowler thanked the law firm of Linebarger Goggan Blair and Sampson for their donation.

Dr. Reich reported that he attended the art show at AT&T Stadium for AISD fifth and eighth graders. He recognized Linh Nguyen as the mastermind behind the event that created an opportunity for students. Mr. Nguyen's seed planting began with fifth graders going on a field trip to learn about the art at Cowboys Stadium. Now, eight years later, the first cohort of those fifth graders are graduating seniors. The seniors made a project together and the Cowboys awarded four scholarships worth \$17,500. These scholarships will continue annually. Dr. Reich thanked the Gene and Jerry Jones Foundation, their family, Linh Nguyen, Dr. Anderson and the fine arts team.

ADJOURNMENT:

President Fowler adjourned to closed meeting at 9:49 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the purposes stated on the agenda.

ADJOURNMENT:

President Fowler adjourned the meeting at 11:06 p.m. from closed session. The Board did not return to open session.

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

Called Meeting

May 24, 2023
4:30 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,
David Wilbanks, Brooklyn Richardson, Leanne Haynes

Members Absent: None

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 4:32 p.m. with seven trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 4:33 p.m. pursuant to Sections 551.071 through 551.084 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Update on Superintendent Lone Finalist and Transition Plan

ADJOURNMENT:

President Fowler adjourned the meeting at 6:59 p.m. The Board did not return to open session.

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

Called Meeting

May 30, 2023
5:00 p.m.

Members Present: Melody Fowler, Justin Chapa, Sarah McMurrough, Dr. Aaron D. Reich,
David Wilbanks, Brooklyn Richardson, Leanne Haynes

Members Absent: None

Media Present: None

CALL TO ORDER: Board Room

President Fowler called the meeting to order at 5:00 p.m. with seven trustees present at the Administration Building, 690 East Lamar Boulevard, Arlington, Texas.

President Fowler reported that since no one signed up for public forum and there were no items on the agenda following the closed meeting, the Board would adjourn the meeting following the completion of the closed meeting.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:00 p.m. pursuant to Sections 551.071 through 551.084 and 551.074 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Discussion of Superintendent Applicants/Superintendent Search
2. Employee Recognitions

ADJOURNMENT:

President Fowler adjourned the meeting at 8:43 p.m. The Board did not return to open session.

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 8, 2023

Consent Item

Subject: Consider the Interlocal Agreement with Tarrant County Local Workforce Development Board to conduct Tarrant County Adult Education and Literacy Consortium's English as a Second Language, Adult Basic Education, and Adult Secondary Education Program.

Purpose:

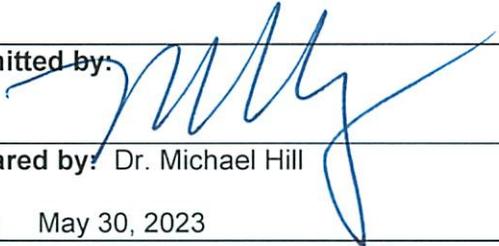
To provide AISD with the grant funding for providing English as a Second Language, Adult Basic Education, Adult Secondary Education, and Integrated Education and Training classes as part of the Tarrant County Adult Education and Literacy Consortium.

Background:

These grant funded services for adult education are coordinated by the AISD Adult Education and Literacy Program. The Tarrant County Local Workforce Development Board acts as the designated financial agent for the Tarrant County Adult Education and Literacy Consortium. All program costs are grant funded under the Texas Workforce Commission as prescribed by the Adult Education and Family Literacy Act. Classes are available to all adult students including parents and extended families of AISD's students, former students of AISD, employees of AISD, as well as the residents of the greater Arlington area.

Recommendation:

The administration recommends that the Board approve the 2023-24 Tarrant County Adult Education and Literacy Consortium agreement with AISD for the period of July 1, 2023 – June 30, 2024 by executing the attached document.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Michael Hill
	Date: May 30, 2023

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 23-SPC-AEL-001 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2023 To June 30, 2024

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$633,931.52

Adult Education and Literacy Funds Awarded	\$633,931.52
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Total Contract Amount	\$633,931.52
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This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the ARLINGTON INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Arlington Independent School District</u></p> <p>Business Address: <u>690 E. Lamar Blvd. Arlington, Tx. 76011</u></p> <p>Mailing Address: <u>690 E. Lamar Blvd. Arlington, Tx. 76011</u></p> <p>Contact: <u>Mr. Aaron Perales</u></p> <p>Phone: <u>682-867-7715</u></p> <p>Fax: _____</p> <p>E-Mail: <u>aperales@aisd.net</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Dr. Marcelo Cavazos *ACM*
Superintendent

Date: _____

Date: _____

PART A
GENERAL CONTRACT TERMS

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

Contract No. 23-SPC-AEL-001

SECTION 1 - PARTIES TO CONTRACT

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Arlington Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2023 and shall terminate June 30, 2024 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$633,931.52. This funding is comprised of the following categories:

AEL Program Funds:	\$609,918.28
Performance Funds:	\$ 15,087.24
Professional Development:	<u>\$ 8,926.00</u>
Total:	\$633,931.52

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

SECTION 4 - LEGAL AUTHORITY

- 4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:
- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
 - The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
 - The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
 - Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
 - The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
 - Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
 - 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/ communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
 - 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
 - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
 - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
 - 7.1.4 Provide services as listed in section 20.7 of grant application.
 - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
 - 7.1.6 Submit monthly expenditure reports to the Board.
 - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
 - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
 - 7.1.9 Provide year-round services with no break in service delivery.
 - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/ Attainment Policy and other TWC guidelines.
 - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
 - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
 - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
 - 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
 - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
 - 7.2.2 Participate in quarterly Consortium meetings.
 - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
 - 7.2.4 Participate in planning and design of standardized program components.
 - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
 - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
 - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
 - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
 - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
 - 7.2.10 Seek new partnerships to provide additional student support services.
 - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
 - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
 - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format

prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Two percent (2%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

10.4 Expenditure Rates/De-obligation of Funding

- 10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.
- 10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.
- 10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
 - 11.1.1 Any specific term or condition within this Contract,
 - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
 - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
 - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
 - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
 - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
 - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,;

- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,
 - 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a sub-contractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project

which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.

- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.
- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.

- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.

- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.

- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.

- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated

in Section 20.3 below no later than five (5) working days from the date of discovery of such act.

20.3 An Incident Report regarding such an act must be submitted to:

Tarrant County Workforce Development Board
Attn: Jack Cummings
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

20.6.1 Further investigation;

20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or

20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.

21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and

21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the

appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
 - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
 - 23.1.4 The Age Discrimination Act of 1975, as amended;
 - 23.1.5 The Americans with Disabilities Act, as amended;
 - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
 - 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.

- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
 - disallowance of costs,
 - whole or partial suspension,
 - withholding of further awards or
 - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

26.3 Performance Sanctions

- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

26.4 Financial Related

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method of payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the

Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.

- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that

program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

SECTION 38 - BONDING AND INSURANCE

This section is intentionally left blank.

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and

without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

First: All applicable Statutes and Regulations shall prevail over the Contract; then

- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board
 1320 S. University Drive, Suite 600
 Fort Worth, Texas 76107-5780

Contractor: Arlington Independent School District
Dr. Marcelo Cavazos, Superintendent
690 E. Lamar Blvd.
Arlington, Tx. 76011

With a copy to:
Arlington ISD Legal Office
690 E. Lamar Blvd.
Arlington, Tx. 76011

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or

reported violations to the federal awarding agency.

- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.'s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award

of federal financial assistance:

- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Dr. Marcelo Cavazos
Superintendent *ACM*

Date: _____

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 23 Sub-Contract Budget

Sub-Contractor Name: Arlington ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100	101,830.00	70,368.00	172,198.00
Salaries	11,965.00	8,268.00	20,233.00
Fringe Benefits @ _____ of Salaries		243,755.00	243,755.00
Pooled Staff Wages		21,877.00	21,877.00
Pooled Staff Fringe			
Health Insurance	3,300.00	3,300.00	6,600.00
Personnel Subtotal	117,095.00	347,568.00	464,663.00
II. Professional and Contracted Services - 6200			
Professional Services		150,000.00	150,000.00
Partner Services			
Other Services			
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Rent/Lease			
Professional and Contracted Services Subtotal	-	150,000.00	150,000.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	1,000.00	15,087.24	16,087.24
Postage			
Printing			
Computer Hardware			
Testing Materials			
Software Purchases			
Software Usage Fees			
Other - (Specify)			
Other - (Specify)			
Operations Subtotal	1,000.00	15,087.24	16,087.24
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services			
Staff Mileage Reimbursement	500.00		500.00
Staff Travel	1,930.28	751.00	2,681.28
Indirect Costs			
Other Operating Expenses Subtotal	2,430.28	751.00	3,181.28
GRAND TOTAL	120,525.28	513,406.24	633,931.52

**Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet**

<u>Cost Category / Line Item</u>	<u>Management & Operations Funds Source Allocation</u>				<u>Education Services Fund Source Allocation</u>			
	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>
<u>I. PERSONNEL - 6100</u>								
<i>Personnel Subtotal</i>	117,095.00			117,095.00	339,393.00	8,175.00		347,568.00
<u>II. Professional and Contracted Services - 6200</u>								
1 <i>Student Training</i>					150,000.00			150,000.00
2 <i>enter line item name</i>								
3 <i>enter line item name</i>								
4 <i>enter line item name</i>								
5 <i>enter line item name</i>								
<i>Professional and Contracted Subtotal</i>	-	-	-	-	150,000.00	-	-	150,000.00
<u>III. Supplies and Materials - 6300</u>								
1 <i>6396 Technology</i>								
2 <i>6399 Supllies/Materials</i>	1,000.00			1,000.00			15,087.24	15,087.24
3 <i>enter line item name</i>								
4 <i>enter line item name</i>								
5 <i>enter line item name</i>								
<i>Operations Subtotal</i>	1,000.00	-	-	1,000.00		-	15,087.24	15,087.24
<u>IV. Other Operating Expenses - 6400</u>								
1 <i>Staff Mileage Reimbursement</i>	500.00			500.00				
2 <i>Staff Travel</i>	1,930.28			1,930.28		751.00		
3 <i>enter line item name</i>								
4 <i>enter line item name</i>								
5 <i>enter line item name</i>								
<i>Other Operating Expenses Subtotal</i>	2,430.28	-	-	2,430.28	-	751.00	-	751.00
TOTAL	120,525.28	-	-	120,525.28	489,393.00	8,926.00	15,087.24	513,406.24



Salary Detail

Contractor Name: _____ Arlington ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Grant Manager	Vacant				117,095.00
2	Program Clerk	Vacant				-
3	Fringe and Health Insurance included in amount					-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
Program M & O Subtotal						117,095.00
Education Services						
1	FullTime Instructor - Fringe and Health Ins included	Blue, Karen				81,936.00
2	7 Pooled Teachers		25.00	7	45	55,125.00
3	7 Pooled Teachers		25.00	7	44	53,900.00
4	8 Pooled Teachers		25.00	7	39	54,600.00
5	2 Teacher Facilitators		25.00	7	45	15,750.00
6	2 Teacher Facilitators		25.00	7	39	13,650.00
7	1 Bridge Teacher	20 hours for 8 cohorts	25.00			4,000.00
8	1 Contextualized Teacher	28 hours for 8 cohorts	25.00			5,600.00
9	1 Teacher Facilitator Assistant		13.00	18	49	11,466.00
10	2 Teacher Facilitator Assistant		13.00	16	44	18,304.00
11	1 Teacher Facilitator Assistant		13.00	5	49	3,185.00
12	Pooled Fringe					21,877.00
13	40 Staff Members - Professional Dev. Plus Fringe		12.50			8,175.00
Education Services Subtotal						347,568.00
Total						464,663.00

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: _____

Description: _____

2. Is this facility owned by your organization or leased?

Owned *a* Leased *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes *a* No *a*

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?
How much of that will be used for this Board Program?

_____ sq. ft. - total facility
_____ sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ _____ per month

3. How much do you propose to charge the Board for using this facility?

\$ _____ per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

5. How have you arrived at the amount to charge the Board?

6. Is there any other information about this facility or these charges you need to provide?

AEL Subcontract - Budget Narrative

Sub-Contractor Name: _____

Category	Line Item Name	Description	Amount
----------	----------------	-------------	--------

Education Services

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
Salaries		Full Time Instructor plus Master Degree and PhD Stipends	70,368.00
Fringe Benefits		11.75% X Salary	8,268.00
Health Insurance		Flat Amount	3,300.00
Pooled Staff		= \$55,125.00 7 teachers for 7 hours/week for 44 weeks at \$25/hour = \$53,900.00 8 teachers for 7 hours/week for 39 weeks at \$25/hour = \$54,600.00 2 teacher facilitators for 7 hours/week for 45 weeks at \$25/hour = \$15,750.00 2 teacher facilitators for 7 hours/week for 39 weeks at \$25/hour = \$13,650.00 1 Bridge teacher for 20 hours for 8 cohorts at \$25/hour = \$4000.00 1 contextualized teacher for 28 hours for 8 cohorts at \$25/hour = 5600.00 1 teacher facilitator Assistant for 18 hours/week for 49 weeks at \$13.00/hour = \$11,466.00 2 teacher facilitator Assistant for 16 hours/week for 44 weeks at \$13.00/hour = \$18,304.00 1 teacher facilitator Assistant for 5 hours/week for 49 weeks at \$13.00/hour = \$3185.00 40 staff members professional development - 15 hours at \$12.50/hour = \$7500.00	243,080.00
Pooled Staff Fringe		Approximately 9% of wages	21,877.00
Professional Services		\$1200.00 for 125 students' training provided by Stone Academy and other training providers that are on the AEL vendor approved list at the Workforce Board	150,000.00
Supplies and Materials		Curriculum for all classes, paper, folders, pens, etc.	15,087.24
Staff Travel		Travel to state training events, conferences, etc.	751.00

PART C
STATEMENT OF WORK

Arlington ISD Adult Education and Literacy

Statement of Work

Program Design/Planning Summary

Arlington ISD Adult Education and Literacy is proposing to provide instruction and education services to 662 students in traditional ABE/ASE and ESL classes. Within the 662 student target, it will provide instruction to 35 students in Intensive Services and 125 students in IETs. In order to meet the numbers by the proposed dates, Arlington ISD AEL ABE/ASE and ESL remote classes will begin on July 10, 2023. Continuous managed enrollment will continue to be held at least once a month. Managed enrollment will continue to take place throughout the fall to ensure that 65% of the total student target is met by December 31, 2023. Students will enroll in IET's starting in July 2023, and cohorts are scheduled to begin each quarter. Classes will continue through the end of June 2024. The managed enrollment will continue at least once a month throughout the rest of the year with the exception of June.

Arlington ISD AEL along side of the Orientation and Testing Team will use a one to two day orientation model in ABE/ASE and ESL classes to ensure that the students are aware of and are able to meet the requirements of the program. Students will complete a goal setting process that will allow both the teachers and students to assess if this is the correct program for them. Student testing will take place in-person and remotely when staff have concluded that the students have the desire to meet all of the program requirements including postsecondary education, training, and/or employment obtainment/promotion. Staff are trained annually on resources included in the orientation packet and specific information about consortium partners' available resources. Staff will also go over the enrollment form with students during orientation and will make note of any current assistance and/or potential referrals for services. Personal identifiable information (PII) and testing will be kept in the DocuSign database and the CASAS TOPSpro database or in a locked file cabinet at 600 New York.

ABE/ASE and ESL classes will be offered in the morning and evening for a total of six hours per week. Remote and in-person classes are scheduled to continue throughout the year. Class sites will primarily be on the east side of central Arlington where there is the greatest population of lower income and non-English speakers. Since Arlington does not have any form of public transportation, it is imperative that the ABE/ASE and ESL classes are located within the students' neighborhoods and/or offered in a remote environment.

All synchronous remote classes will be taught via Zoom with asynchronous learning via Texas Workforce Commission approved distance learning curriculum and classroom supplements. All physical class sites will offer ABE/ASE and ESL classes. ABE/ASE classes will be taught with a small teacher/student ratio of approximately one to fifteen. Larger classes will have two co-teachers. ABE/ASE students will be given an individual Student Learning Plan based on baseline test scores so that they receive specific instruction in their deficient skills. Workplace skills will be incorporated throughout the curriculum. Students will take a progress test after completing at least forty hours of class. The majority of the ESL classes will be single level with only a few being multileveled with differing skill levels and goals. These classes will also cover workplace skills contextually through the acquisition of English language skills. ESL students will take a progress test after completing at least forty hours of class. All assessments will be in compliance with the Texas Assessment Policy Guidelines and employ state approved assessments. All teachers will incorporate the content standards in both planning and instruction. Teachers had mandatory professional development sessions in July 2022 where they went over course outlines and student plans.

Healthcare Bridge classes will be offered at least once a quarter. The classes will target ABE/ ASE and higher level ESL students while addressing skills needed to be successful in postsecondary education and/or training programs within the healthcare industry. Additional emphasis will be placed on education and career goals and high demand healthcare careers. Curriculum includes a skill inventory, resume building, and exposure to job training/post-secondary education options. Students will be referred to the Career Navigator and/or Workforce Solutions of Tarrant County (WSTC) as they investigate the pursuit of

education/training and future employment. The Career Navigator will also interview students to inquire about their future educational and career goals. As warranted, students will be selected to attend an IET. The Career Navigator will be responsible for vetting and tracking all students for the training programs. If additional support is needed, the Career Navigator will work with the Grant Manager to add support through one-on-one tutoring, Bridge classes, etc. The relationship with Stone Academy will continue in order to offer students opportunities to train for Certified Nursing Assistant, Phlebotomy, EKG Technician, and other training services provided while also pursuing additional options for students.

All data and MGS achievements for students will be monitored and tracked through both our internal Google Docs system and TEAMS. Data will be entered electronically within two weeks of occurrence. Each site will then verify TEAMS against their own records and report any errors to the data entry staff. Google Docs will be used internally as a real time tool where student assessments and MSG achievements are entered. The Career Navigator will follow up with students who continue to postsecondary education and HSE teachers will follow up with students taking a HSE exam. These records will be sent to the office where the data entry staff will enter/monitor matching results. Data will also be verified by the site staff and/or Career Navigator. This system allows the teacher ongoing access to the students' testing timeline since attendance is also entered into Google Docs. ESL and HSE teachers will incorporate CASAS test preparation into each class session. As students approach their progress tests, instructional pull-outs will be used to further enhance deficient skills. The pull-outs will be administered individually or in small groups by another teacher on site.

The Board AEL department will be notified of all new class listings through a class request in the ticket system. If a class is closed, the closure will be submitted by a ticket to the Board AEL department so the end date can be entered in TEAMS. The Board AEL department will be sent an enrollment schedule as it is developed. The AISD AEL office consisting of the Grant Manager and program clerk will be responsible for updating and maintaining the class listings as changes/additions are made.

Regular collaboration with all consortium providers will continue so that all consortium students are offered and can take advantage of services provided. This will be done through provider and consortium meetings as well as emails with information regarding upcoming enrollments, IETs and intensive classes. The Career Navigator will also continue to refer students to the local Workforce office in order to enhance services offered and possibly take advantage of braided funding.

The likelihood of student employability will significantly increase with the inclusion of workplace skills as well as student goal setting in terms of education and career in ABE/ASE and ESL classes. Students will be expected to update their goals often and, at the very least, after they take a progress test. IET students will further investigate education and training opportunities leading to their desired career goals. By working with the Career Navigator and WSTC, these students will take the needed steps to increase their employability through education/training and/or obtain employment.

The implementation of the ABE/ASE, ESL, intensive, and IET classes that emphasize workplace skills and increased employability support the mission and vision of WSTC. Specifically, Arlington ISD AEL will enhance workforce improvement and the future workforce by improving the quality of existing, potential, and future workforce in Tarrant County to ensure a qualified talent pipeline. After participation in AEL classes, ESL and HSE students will be better prepared for work opportunities that offer the most advancement/economic gain and/or jobs that require a High School Equivalency certificate. Lastly, by introducing many non-English speaking students to the services offered by WSTC, the overall talent pool will be expanded with these previously untapped talent markets.

Program Objectives

Arlington ISD AEL will conduct a variety of outreach services to the local community. In July 2023, students will continue their classes from June 2023. In August 2023, emphasis will be placed on

distributing information at back to school activities throughout the school district in order to reach parents of Arlington ISD students who are either unemployed or underemployed and lack basic skills or are non-English speakers. As the class start dates near, class information will be distributed through social media, flyers, information placed on school marquees and websites, and email blasts to specific school district departments such as Human Resources, Plant Services, Food and Nutrition, and the Multilingual Welcome Center. Information will also be shared with the call center in order for staff to refer their customers as well as local agencies as Arlington Housing Authority, Goodwill, United Way, and Salvation Army. Churches will also receive information about classes that can be shared with their congregations. Much of this outreach will continue throughout the program year as managed enrollments are scheduled.

Proposed outcomes will meet the Workforce Board, program, and state contracted performance objectives in two distinct ways. First, during the orientation process, students will be challenged to evaluate whether they have the means and desire to participate in the program. Emphasis will be placed on any responsibilities the students might have that would prevent them from attending class regularly. These might include a lack of childcare, unreliable transportation, undependable internet connection, lack of technology, or work schedule. Students will also develop education and career goals while learning that the purpose of the program is to ultimately gain employment. If students do not desire eventual employment or have conflicting responsibilities of which WSTC is unable to assist, they can opt out of the program prior to actual enrollment and testing. The students who remain will have a full understanding of the program requirements and how it will assist them in meeting their goals. This knowledge and the continued emphasis placed on students' education and career goals will lead to greater student retention in the program.

Scheduled registrations will be at least once a month at a central site or online. These enrollments will be advertised throughout the community and a student interest list will be used to contact any students inquiring about classes between enrollments. The student list is maintained by the AISD AEL office. Potential students are added as they call, come to the office, or fill out an online interest form. Referrals

from other students, teachers, and the call center are also added to the list. All potential students are contacted a few days prior to registration by the AISD AEL office.

Organization Capability/Demonstrated Effectiveness

During the past five years, Arlington ISD AEL has shown continual improvement in enrollment, retention, performance gains, and data entry. Since the 2015-16 program year, Arlington ISD AEL has entered its own data into TEAMS. An internal Google Doc has also been used for each class in order to track student attendance and testing.

Arlington ISD AEL's personnel is made up of three full time staff positions – Grant Manager, Instructor, and Program Clerk. The Grant Manager position is currently being processed to be filled. The instructor holds a PhD in P16 Educational Leadership and Policy Studies, a Master of Education in Curriculum and Instruction, and a Bachelor of Science in Marine Biology. She has been in this position since November 2014. Prior to it, she worked at the community college level as an instructor and administrator for seven years and a junior high science teacher for six years. The Program Clerk position is currently vacant and an additional Clerk position will be posted, to increase the full-time staff.

Part-time staff is made up of approximately forty teachers/substitutes and four teacher facilitator assistants. All teachers/substitutes hold at least a Bachelor degree and approximately 95% of them have a Texas teaching certificate. All of the teachers/substitutes attend at least fifteen hours of professional development each year provided by both TCALL and Arlington ISD AEL staff. Professional development sessions are continually developed to meet the specific needs of the Arlington ISD AEL program. This is based on data analysis, monitoring, and teacher self-reflection.

Financial Management/Cost Effectiveness

Arlington ISD ensures that costs incurred with grant funds are monitored and in alignment with district and grant guidelines, and are reasonable, necessary and allowable. The Grant Manager, in concert with other district personnel, oversees the expenditures of all grant funds.

All grant expenses are accounted for through the use of an account code structure – designed to serve as both an efficient account coding framework and a basic management tool. The codes aid in controlling, recording, accumulating and reporting the activities of specific funds. The grant funds and expenses are restricted for the specified grant purpose, and utilize the modified accrual basis of accounting. Adult Basic Education – Federal and Professional Development are all accounted for separately using grant fund codes.

The Division of Federal Fiscal Compliance and Reporting at the Texas Education Agency (TEA) reviews, approves, and negotiates indirect cost rates for local education agencies (LEA). The approved indirect cost rate allows the LEA to recover indirect costs incurred in the administration of grant funds. The TEA, as the cognizant agency has approved the 2022-23 school rates as follows:

- Indirect Cost Rate: 3.816%

Arlington ISD AEL has budgeted 0.00% of Adult Basic Education – Federal.

Arlington ISD has the fiscal capacity, personnel, and expertise to manage the grant program and project activities. The district has extensive experience in implementing and managing state and federal funding programs and consistently achieves proposed objectives on-time and within budget.

The Texas Education Code requires that all independent school districts file a complete set of financial statements within 150 days of the close of each fiscal year with the TEA. The financial statements must be presented in conformity with generally accepted accounting principles (GAAP), and must be audited by a firm of licensed certified public accountants in accordance with GAAP. According to the audits conducted which are an integral part of the audit performed in accordance with Government Auditing

Standards in considering internal control and compliance, AISD is in compliance with all financial requirements.

In previous fiscal years, Arlington ISD administered almost \$53 million in state and federal grant awards. Systems and procedures are in place for: making decisions, implementing services, establishing the grant budget, monitoring expenditures, on-going project evaluation and grant management. The financial management of the program includes the Executive Director of Finance, the Director of Finance, the Grants Accountant, and the Grant Manager. An effective grant project includes establishing and maintaining clear and efficient processes. Communication is open and frequent in order to provide the best services to adult education students.

Management of the District has established a comprehensive internal control framework that is designed both to protect the District's assets from loss, misuse, or theft, and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable assurance rather than absolute assurance that the financial statements will be free from material misstatement. Most of the District's basic services are reported in governmental funds. These funds use modified accrual accounting (an accounting method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

Signature *ACM* Date

Dr. Marcelo Cavazos, Superintendent
Typed or Printed Name and Title of Authorized Representative

Arlington Independent School District
Organization

690 E. Lamar Blvd.
Address

Arlington, Tx. 76011
City, State, Zip Code

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 8, 2022	Discussion Item
Subject:	District Improvement Plan Progress Monitoring Update	

Purpose:

To provide the Board with progress update pertaining to District Improvement Plan (DIP) for addressing academic achievement in alignment with the Board adopted monitoring calendar.

Background:

Each fall, the Board of Trustees adopts goals and performance objectives aligned to strategies designed to promote increased student achievement. These goals are focused in the areas of literacy and mathematics and target outcomes on the State of Texas Assessment of Academic Readiness (STAAR) in grade levels at the elementary, junior high and high school levels. This year, the Texas Education Agency (TEA) implemented a newly redesigned STAAR at each of the assessed grade levels. Additionally, the agency is finalizing a refresh of the state accountability system influencing the current calculations leveraged to assign A-F grades at both the campus and district levels. This presentation will provide a brief review of the accountability redesign elements and preliminary results of the End-of-Course (EOC) STAAR administered in spring 2023.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Steven L. Wurtz, Ed.D. Date: May 31, 2023
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