

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, October 3, 2024
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., Room 401

WORKSHOP:

A. Governance Workshop

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. Personnel, including; New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation
2. Consult Attorney Regarding Potential and Pending Litigation
3. Intruder Detection Audit Finding(s)

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

PUBLIC HEARING: None

OPENING CEREMONY:

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 three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

RECOGNITIONS:

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

- A. Student Performance by Thornton Elementary
- B. Student of the Month
- C. Community Partner Award of Appreciation
- D. National Life Group Foundation, Beats for Good Recognition

REPORTS:

- A. Governance Committee Report
- B. Discuss Draft 2024-25 Key Progress Measures
- C. 2023-2024 Staff Survey Results (pg. 7)

ACTION:

- A. Consider Resolution to Nominate a Candidate for the Tarrant Appraisal District Board of Directors (pg.8)
- B. 2024- 2025 HB3 and District Improvement Plan Goals and Performance Objectives (pg. 15)

CONSENT AGENDA:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non- Renewals, Non- Extensions (pg.17)

- B. Approval of Purchases Greater Than \$50,000 (pg.19)
 - 24-10-03-01 Auditorium Repairs & Maintenance
 - 24-10-03-02 Vision Services
 - 24-10-03-03 Temporary Staffing
 - 24-10-03-04 Software Implementation and Support
 - 24-10-03-05 Intermediate Distribution Frame Remediation at Seguin HS
 - 24-10-03-06 Energy Management Dashboard
 - 24-10-03-07 Emergency Restoration and Structural Repairs
 - 24-10-03-08 Replace Fire Alarm System at Turning Point HS
- C. Selection of Method of Procurement for 2019 Bond Program, Phase II, Bid Package 2, Project 2 for Wilemon Field (pg.21)
- D. Selection of Method of Procurement for 2019 Bond Program, Phase III, Bid Package 2, Project 2 for Cravens Field (pg.24)
- E. Selection of Method of Procurement for 2019 Bond Program, Phase IV, Bid Packages, 1 – 12 Construction Projects (pg.27)
- F. Selection of Method of Procurement for 2019 Bond Program, Phase V, Bid Packages, 1 – 18 Construction Projects (pg.31)
- G. TASB Policy Update 123 & Local Policies BE, DGBA and GF (pg.36)
- H. Agreement of Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) for Educational Services 2023-2024 (pg.38)
- I. Agreement of Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) for Educational Services 2024-2025 (pg.50)
- J. Consider Contract for Arlington Chamber of Commerce 2024-2025 (pg.62)
- K. Texas Teacher Evaluation and Support (T-TESS) Appraisers (pg.73)
- L. Approval of Minutes of Previous Meetings, September 2024 (pg.75)

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 three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

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

students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

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

SCHOOL BOARD'S REPORTS:

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

The Board Members will report on the following subjects:

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

CLOSED MEETING:

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

ADJOURNMENT

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 30th day of September 2024 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.

A handwritten signature in blue ink, appearing to read "Matt Smith", is written over a horizontal line.

Matt Smith, Ed.D., Superintendent

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024	Report Item
Subject: 2023-2024 Staff Survey Results	

Purpose:


The purpose of this presentation is to share the results of the 2023-2024 Annual Staff Survey, highlight key successes, and discuss the district's planned actions to address identified concerns.

Background:

In the spring of 2024, an external vendor, contracted by the Arlington Independent School District, administered the annual staff survey to all AISD employees. The survey includes both close-ended and open-ended items related to psychological safety, campus-safety and working conditions, data-driven decision making, and employee retention and satisfaction. The purpose of the survey is to gain insights into how the district can address pressing teacher concerns, enhance staff well-being, foster a positive work culture, strengthen communication channels, inform data-driven decisions and interventions, and improve operational effectiveness.

Financial Implications:

N/A

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Natalie Lopez
	Date: September 23, 2024

Arlington Independent School District Board of Trustees Communication

Meeting Date:	October 3, 2024	Action Item
Subject:	Consider Resolution to Nominate a Candidate for the Tarrant Appraisal District Board of Directors	

Purpose:

To consider adoption of a resolution to nominate candidates for the Board of Directors for the Tarrant Appraisal District.

Background:

Each appraisal district is governed by a board of directors comprised of five directors elected by the taxing units that participate in the appraisal district. The current terms of the five appointed members of the Tarrant Appraisal District (TAD) Board of Directors will expire on December 31, 2024. As required by Section 6.03 of the Property Tax Code, TAD calculated and provided a list of the number of votes for each school district, city, and county entity entitled to participate in the appointment process. The Arlington ISD is identified by law as a voting unit and therefore has an opportunity to nominate one candidate for each of the five positions to be filled. Taxing units are not required to submit any nominations but, if they choose to do so, the nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to TAD before October 15, 2024, which means the nominations must be received by TAD no later than October 14, 2024.

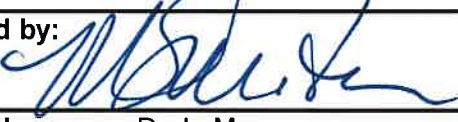
AISD resident and former school board trustee Ms. Gloria Peña has served as a director on the TAD Board of Directors since 2020. She is knowledgeable of Texas property tax statutes, TAD operations, and TAD appraisal processes.

Fiscal Implications:

None

Recommendation:

The Administration recommends that the Board of Trustees adopt a resolution nominating Ms. Gloria Peña as a candidate for the Tarrant Appraisal District Board of Directors.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Darla Moss
	Date: September 24, 2024



Joe Don Bobbitt
Executive Director
Chief Appraiser

September 10, 2024

Justin Chapa
Board President
Arlington I.S.D.
690 E. Lamar Blvd.
Arlington, Texas 76011

RE: Nomination and Appointment to TAD Board of Directors

Dear Mr. Chapa:

The current terms of the five appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024. The first step in appointing voting members for the term beginning January 1, 2025 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the enclosed list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me *BEFORE* October 15, 2024, which means the nominations must be received by our office no later than October 14, 2024.**

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2025. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1st or 2nd degrees on the following chart;

Degrees of Consanguinity and Affinity

1 st DEGREE	2 nd DEGREE	3 rd DEGREE
<p>By Consanguinity</p> <ul style="list-style-type: none"> • Parents • Children <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Grandparents • Grandchildren • Brothers & sisters <p>By Affinity</p> <ul style="list-style-type: none"> • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters 	<p>By Consanguinity</p> <ul style="list-style-type: none"> • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles <p>By Affinity</p> <ul style="list-style-type: none"> • No prohibitions

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations to jwooddell@tad.org, please include not only the full name of each candidate, but also his or her complete residence address and a current biography. From timely submitted nominations, I will prepare and distribute before October 30th a ballot to each



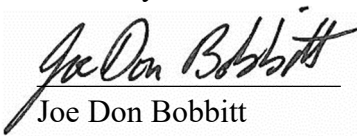
Letter to Taxing Units
 Appointments to Board of Directors
 September 10, 2024

taxing unit entitled to participate in the appointment process. The appointment process may be summarized as follows:

<i>before</i> October 01, 2024	Chief Appraiser calculates numbers of votes and notifies taxing units
<i>before</i> October 15, 2024	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
<i>before</i> October 30, 2024	Chief Appraiser prepares ballot and sends it to taxing units
<i>before</i> December 15, 2024 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to “each taxing unit entitled to cast at least five percent of the total votes”, which in this appointment cycle means 250 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send votes to Chief Appraiser
<i>before</i> December 31, 2024	Chief Appraiser counts votes, determines which 5 candidates received the most votes, and submits results to taxing units
January 01, 2025	new term begins

Copies of the Nomination Letter, the Ballot Letter, and the Results Letter and enclosures will be posted at www.tad.org/Board-Appointment-Process for your convenience. Entity nominations, nominee biographies, and entity votes will be uploaded as submitted. Please bookmark this communication tool in lieu of PIA requests and phone inquiries. If you have any questions, please do not hesitate to call.

Sincerely,



Joe Don Bobbitt
 Executive Director
 Chief Appraiser

JDB:jw
 Enclosure

CC: Dr. Matt Smith



TARRANT APPRAISAL DISTRICT
2024 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	2023 TAXES IMPOSED	% OF TOTAL	2024 VOTES
School Districts:			
Aledo ISD	6,131,473	0.11075%	6
Arlington ISD	449,339,758	8.11586%	406
Azle ISD	26,757,803	0.48329%	24
Birdville ISD	178,756,575	3.22866%	161
Burleson ISD	29,051,705	0.52472%	26
Carroll ISD	126,974,245	2.29338%	115
Castleberry ISD	16,163,500	0.29194%	15
Crowley ISD	141,730,903	2.55991%	128
Eagle Mountain/Saginaw ISD	197,162,524	3.56110%	178
Everman ISD	25,800,708	0.46601%	23
Fort Worth ISD	593,404,765	10.71793%	536
Godley ISD	1,285,755	0.02322%	1
Grapevine/Colleyville ISD	188,683,742	3.40796%	170
Hurst/Euless/Bedford ISD	188,555,828	3.40565%	170
Keller ISD	278,949,682	5.03832%	252
Kennedale ISD	24,972,025	0.45104%	23
Lake Worth ISD	19,932,270	0.36001%	18
Lewisville ISD	6,486,148	0.11715%	6
Mansfield ISD	225,674,872	4.07608%	204
Northwest ISD	161,450,254	2.91607%	146
White Settlement ISD	40,321,570	0.72828%	36
Total Schools	\$ 2,927,586,104	52.87733%	2644
Cities:			
City of Arlington	234,044,834	4.22726%	211
City of Azle	7,311,615	0.13206%	7
City of Bedford	29,123,128	0.52601%	26
City of Benbrook	18,003,459	0.32517%	16
City of Blue Mound	1,867,773	0.03374%	2
City of Burleson	6,585,215	0.11894%	6
City of Colleyville	19,359,700	0.34967%	17
City of Crowley	11,329,035	0.20462%	10
City of Dalworthington Gardens	2,683,830	0.04847%	2
Edgecliff Village	918,338	0.01659%	1
City of Euless	30,920,591	0.55848%	28
City of Everman	3,597,742	0.06498%	3
City of Flower Mound	2,207,765	0.03988%	2

City of Forest Hill	7,061,450	0.12754%	6
City of Fort Worth	730,749,438	13.19861%	660
City of Grand Prairie	70,893,423	1.28046%	64
City of Grapevine	30,588,773	0.55249%	28
City of Haltom City	22,894,575	0.41352%	21
City of Haslet	5,622,782	0.10156%	5
City of Hurst	23,713,609	0.42831%	21
City of Keller	24,518,629	0.44285%	22
City of Kennedale	8,649,162	0.15622%	8
Town of Lakeside	1,076,854	0.01945%	1
City of Lake Worth	2,754,231	0.04975%	2
City of Mansfield	63,492,884	1.14679%	57
City of N. Richland Hills	41,212,868	0.74438%	37
Town of Pantego	2,529,168	0.04568%	2
City of Pelican Bay	957,767	0.01730%	1
City of Reno	52,401	0.00095%	0
City of Richland Hills	4,960,043	0.08959%	4
City of River Oaks	3,589,961	0.06484%	3
City of Roanoke	493,962	0.00892%	0
City of Saginaw	15,125,861	0.27320%	14
City of Sansom Park	2,190,078	0.03956%	2
City of Southlake	35,285,741	0.63732%	32
Town of Trophy Club	666,770	0.01204%	1
City of Watauga	11,730,967	0.21188%	11
Town of Westlake	3,896,972	0.07039%	4
City of Westover Hills	3,303,687	0.05967%	3
Westworth Village	2,395,613	0.04327%	2
City of White Settlement	9,970,052	0.18008%	9
Total Cities	\$ 1,498,330,747	27.06248%	1353
Other:			
Tarrant County	551,272,993	9.95696%	498
Tarrant County College	559,372,168	10.10324%	505
Total Other	\$ 1,110,645,161	20.06020%	1003
Total All	\$ 5,536,562,012	100%	5000

RESOLUTION

A resolution of the Arlington Independent School District nominating candidates for appointment to the Tarrant Appraisal District Board of Directors

WHEREAS, on September 11, 2024, the Chief Appraiser of the Tarrant Appraisal District (TAD) notified Arlington Independent School District of the official dates of the nomination and appointment process for the five entity-appointed voting members of the TAD Board of Directors; and

WHEREAS, Subsection 6.03 of the Texas Property Tax Code provides for each taxing unit that is entitled to vote for members of the TAD board to nominate by resolution, adopted by its governing body, such candidates to appear on the ballot for taxing units; and

WHEREAS, the Chief Appraiser of the TAD will receive such nominations no later than October 14, 2024;

NOW THEREFORE BE IT RESOLVED by the school board of the Arlington Independent School District:

- I. That the Board of the Arlington ISD, nominates the following individual(s) to be considered for appointment on the Tarrant Appraisal District Board of Directors,
- II. Nominee(s): Ms. Gloria Peña

- III. Further, the Board Secretary is hereby directed to forward a certified copy of this resolution to Mr. Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Road, Fort Worth, Texas 76118.

PRESENTED AND PASSED on this the _____ day of _____, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the School Board of _____ ISD.

Board President

ATTEST:

Board Secretary

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

Meeting Date:	October 3, 2024,	Action Item
Subject:	2024-2025 HB3 and District Improvement Plan Goals and Performance Objectives	

Purpose:

The purpose of this presentation is to share updated House Bill 3 goals and District Improvement Plan performance objectives with the Board for their review and consideration for adoption.

Background:


In the spring of 2019, the 86th Legislature passed the finance bill, HB3, which included specific requirements pertaining to goal setting and the progress monitoring process for improved outcomes in the early childhood literacy and mathematics, as well as college, career, and military readiness (CCMR). The statute requires school boards to adopt plans that include annual goals for aggregate growth on 3rd grade reading and mathematics achievement, and annual targets for closing achievement gaps among student groups. Targeted professional development for classroom teachers and annual targets for students being served in bilingual and ESL programs. The bill also calls for aggregate annual goals and targets for CCMR as evaluated under the state accountability systems' student achievement domain and for each student group articulated in the closing the gaps domain. Although the Board previously approved five year goals, this discussion item will provide revised values pertaining to student outcomes for the Board to consider for adoption for the 2024-2025 school year.

Financial Implications:

N/A

Recommendation:

The Arlington Independent School District recommends that the Board approve the updated HB3 goals and District Improvement Plan performance objectives.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Dr. Natalie Lopez</p> <p>Date: September 23, 2024</p>
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Last Name	First Name	Location/Organization	Position	Start Date	Level
BAKER	LAURIE	ACCOUNTS PAYABLE	MANAGER-ACCOUNTS PAYABLE	9/3/2024	ADMIN
LYND	ALANA	ART TEACHER	K-6 ART	9/4/2024	ELEM
MEDINA	NORA	SCIENCE TEACHER	9-12 SCIENCE	9/3/2024	SEC
SANDERS	ASHTON	WORKMAN	7-8 MATH	9/3/2024	SEC
MIEREZ	AKIRA	SEGUIN	9-12 SOCIAL STUDIES/COACH	8/26/2024	SEC
PAVLOVICH	DENISSE	THORTON	6TH BIL	8/22/2024	ELEM
HARLEY	CATHERINE	NICHOLS	7-8 READ 180	8/27/2024	SEC
BATSON-MILLSTID	BRANDI	BOWIE	POST SECONDARY FACILLITATOR	9/10/2024	SEC
MILLIRONS	HEATHER	ARLINGTON	AMERICAN SIGN LANGUAGE	9/11/2024	SEC
BOWDEN	CLAIRE	LITTLE	6TH ESL	8/28/2024	ELEM
NTAHONTUYE	JEAN BOSCO	SAM HOUSTON	9-12 MATH	9/17/2024	SEC
ANDERSON	KEVIN	FOOD SERVICE	Accountant I - Food and Nutrition Services	9/19/2024	
SMITH	RANDAL	TECHNOLOGY OPERATIONS	SENIOR DIRECTOR-DISTRICT SUPP &CS	9/30/2024	ADMIN
GOLDEN	ALISSA	PEACH	3RD ESL	9/17/2024	ELEM
CLAS	MARIA	BERRY	KINDER BIL	9/20/2024	ELEM
NATAL	BREANNA	WEBB	KINDER ESL	9/19/2024	ELEM
ARCENEUX	D'ANDRE	SAM HOUSTON	9-12 MATH	9/19/2024	SEC
WOLFF	BRITTANY	SWIFT	3RD ESL	9/17/2024	ELEM
RODRIGUEZ	ALEXIS	MORTON	NURSE	9/30/2024	ELEM

Elementary Summary

Teacher	3
Teacher ESL	4
Admin/Other	1
Total	8

Secondary Summary

Teacher	8
Teacher ESL	0
Admin/Other	3
Total	11
Grand Total	19

Separation of Service - Effective Between September 05, 2024 to October 03, 2024 For Information Only. No Board Action Required.						
CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated - Employment with Another District (5)	Grimaldo	Jamie	Curriculum - Science	Instructional Specialist - Science	9/20/2024	5
	Velez	Johanna	Chief Talent Officer	HR Specialist - Recruiting and Substitute Services	9/6/2024	8
	Hall	Lakesha	Gunn Jr High School	Classroom Assistant Junior High Special Ed - SEAS	9/6/2024	1
	Skelton	Natalie	Jones Academy	Dual Language Elementary Teacher K-6	9/9/2024	12
	Skelton	Natalie	Jones Academy	Dual Language Elementary Teacher K-6	9/9/2024	12
Employee Initiated - Employment Outside of Education (3)	Salas Hernandez	Noe	Transportation	Bus Driver	9/11/2024	1
	Jones	Oliver	Transportation	Bus Driver	9/19/2024	0
	Turrubiates	Yanely	Carter Jr High School	Attendance Clerk - Junior High	9/13/2024	1
Being Hired in a Permanent Position (1)	Morris	Carri	Accounts Payable	Contract - TEAMS ACCESS	9/29/2024	0
Employee Initiated - Reason Not Specified (18)	Flores	Abelardo	Arlington Collegiate High School	Classroom Assistant High School Special Ed - Inclusion	9/11/2024	4
	Rizo	Alejandra	Workman Jr High School	Family Engagement Liaison	9/6/2024	7
	Wooten	Alexandria	Research and Accountability	Director - Analytics and Accountability	9/6/2024	2
	Nieves	Angel	Transportation Annualized Hourly	Bus Driver - Annualized Hourly	9/11/2024	3
	Martin	Carla	Financial Services	Assistant Superintendent - Financial Services	9/13/2024	2
	Molina	Carolina	Barnett Jr High School	Classroom Assistant Junior High Special Ed - Alt Curriculum	9/13/2024	2
	Reed	Clinton	Plant Operations	Part Time Custodian	9/5/2024	0
	Dorosky	Connie	Curriculum - Language Arts	Instructional Specialist - Language Arts	9/9/2024	1
	Williams	Derrick	Distribution and Logistics	Distribution Center Driver	9/12/2024	1
	Soils	Ileana	Pope Elementary	Attendance Clerk - Elementary	9/13/2024	0
	Deaton Bailey	Jackson	Athletics Complex/Natorium	Lifeguard	9/13/2024	1
	Andersen	Jennifer	Transportation	Bus Driver	9/6/2024	0
	Johnson	Jewel	Amos Elementary	Special Education Alt Curriculum Teacher - Elementary	9/24/2024	1
	Rosas Banda	Leslie	Anderson Elementary	Secretary - Elementary	10/3/2024	6
	Vazquez	Raquel	Technology Operations	Technician - Technology Warehouse	9/13/2024	7
	Ferreris	Sydney	Williams Elementary	ESL Elementary Teacher K-6	9/9/2024	0
	Sanchez Luna	Yareli	Crow Elementary	Classroom Assistant Elementary - Kindergarten - Spanish	9/6/2024	1
	Thibodeaux	Zachary	Spec Ed Support Services	Brailist	9/9/2024	0
Employee Initiated - Returning to School (1)	Martinez Gress	Armida	Speer Elementary	Classroom Assistant Elementary - Kindergarten - Spanish	9/6/2024	1
Employee Initiated - Regular Retirement (6)	Ross	David	Facilities Planning	Project Manager	9/30/2024	6
	Steele	Janie	Food Service	Food Service Manager IV	9/20/2024	8
	Garner	Janis	Student Outreach Services	Clerk - Families in Transition (ARP Grant Funded)	9/30/2024	16
	Coronado	Josue	Transportation	Bus Attendant	9/25/2024	7
	McDonald	Laina	Office of School Leadership	Assistant Superintendent - School Leadership	9/30/2024	5
	Flores	Richard	Facilities Planning	Staff Architect	9/30/2024	21
Employee Initiated - Resigned in Lieu of Termination (1)	Schargel Moreno	Isabel	Goodman Elementary	Bilingual Elementary Teacher K-6	9/12/2024	0
Employee Initiated - Caring for Family Member(s) (3)	Ford	Asia	Ellis Elementary	Classroom Assistant Elementary - Pre-K	9/16/2024	0
	Lopez Abrin	Eunice	Chief Talent Officer	Specialist - HR Customer Service/Employee Records	9/20/2024	7
	Dean	Melissa	Ashworth Elementary	Classroom Assistant Elementary Special Ed - ECSE	9/13/2024	17
Employee Initiated - Unhappy with Job (1)	Cloud	Kerri	Health Services	Clinic Assistant - Elementary	9/13/2024	2
Moving Out of the Area (1)	Harris	Kassidy	Ousley Jr High School	Social Studies Teacher 7-8	9/9/2024	0
Total Separations (40)						

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

Meeting Date:	October 3, 2024	Consent Item
Subject:	Purchases Greater Than \$50,000	

Purpose:

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

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 requiring Board approval:


- 24-10-03-01 Auditorium Repairs & Maintenance
- 24-10-03-02 Vision Services
- 24-10-03-03 Temporary Staffing
- 24-10-03-04 Software Implementation and Support
- 24-10-03-05 Intermediate Distribution Frame Remediation at Seguin HS
- 24-10-03-06 Energy Management Dashboard
- 24-10-03-07 Emergency Restoration and Structural Repairs
- 24-10-03-08 Replace Fire Alarm System at Turning Point HS

Fiscal Implications:

See Attached Purchases Greater Than \$50,000 for October 3, 2024.

Recommendation:

Administration recommends approval of the Purchases Greater Than \$50,000.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Lisa Phillips</p> <hr/> <p>Date: September 23, 2024</p>
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Arlington Independent School District
Purchases Greater than \$50,000
Date: October 3, 2024

Control No.	AISD Department	Budget Owner	Vendor Name	Description	Estimated	Fund Source	Purchase Method
24-10-03-01	Fine Arts	Christopher Anderson	Gemini Stage Lighting and Equipment Company	Auditorium repairs & maintenance	\$100,000	Local	EPCNT
24-10-03-02	Special Education	Cindy Brown	Texas Vision Consulting	Vision services	\$100,000	Federal Grant	25-05
24-10-03-03	Finance Department	Bridget Lewis	Robert Half/Accountemps	Temporary Staffing (additional procurement authority)	\$152,000	Local	Omnia
24-10-03-04	World Languages	Delisse Hardy	Curriculum Associates LLC	Ellevation software implementation and support	\$91,880	Federal Grant	25-06
24-10-03-05	Technology	Eric Upchurch	CableLink	IDF Remediations @ Seguin HS	\$173,400	Bond	24-60
24-10-03-06	Facility Services	Kelly Horn	Acuity Brands Technology Services, Inc. (Atrius)	Energy management dashboard	\$58,762	Local	EPCNT
24-10-03-07	Facility Services	Kelly Horn	Mart Inc	Emergency restoration and structural repairs various locations	\$115,000	Local	25-02
24-10-03-08	Facility Services	Kelly Horn	Century Fire Protection	Replace fire alarm system Turning Point High School	\$98,700	Bond	EPCNT

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

Meeting Date: October 3, 2024	Consent Item
Subject: Selection of Method of Procurement for 2019 Bond Program, Phase II, Bid Package 2, Project 2 for Wilemon Field	


Purpose: To provide the Board of Trustees the opportunity to review and approve the procurement method for the 2019 Bond Program, Phase II Bid Package 2, Project 2 for Wilemon Field.

Background: Board Policy CV (Local) requires, “the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he determines provides the best value to the District.”

Administration recommends selection of Construction Manager-at-Risk (CMAR) as the procurement method for the 2019 Bond Program, Phase II, Bid Package 2 Project 2 for Wilemon Field. Included herewith is a memorandum briefly describing the two most commonly used construction procurement methods and a recommendation explaining which of the two methods were selected for this project and why it is considered the procurement method that will provide the best value for the individual project.

Fiscal Implications: None

Recommendation: Administration recommends approval of CMAR as the procurement method for the 2019 Bond Program, Phase II, Bid Package 2, Project 2 for Wilemon Field.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: September 17, 2024



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Asst. Supt. of Facility Services
DATE: September 17, 2024
SUBJECT: Selection of Method of Procurement (MOP) for 2019 Bond Program, Phase II Bid Package 2 Project 2 for Wilemon Field

State law sets forth eight procurement methods that governmental entities, including school districts, can use to procure construction services. As summarized in Board Policy CV (LEGAL), the law requires all district construction contracts valued at \$50,000 or more in the aggregate for each 12 month period to be made by the method that provides the best value to the district, and the Board must declare the procurement method to be used for each project. The two methods used most commonly statewide are Competitive Sealed Proposal and Construction Manager-at-Risk. Following is a brief description of these procurement methods and recommendation for one of these two procurement methods to be utilized for each of the Phase II, Bid Package 2 Project 2 in the 2019 Bond Program.

Competitive Sealed Proposal (CSP)

CSP is a delivery method similar to competitive bidding in that the District selects an Architect/Engineer to design the project. Once the construction documents are fully completed, the District solicits proposals from contractors to perform the work. Selection is generally based on a combination of price and other factors that the District deems in its best interest, such as project team personnel, schedule, contractors past experience, etc.

Construction Management-at-Risk (CMAR)

CMAR is a delivery method wherein the Construction Manager-at-Risk serves as the General Contractor assuming the risk for a construction guaranteed maximum price and provides design phase consultation in evaluating costs, schedule, implications of alternative designs and systems and materials during and after design of the facility.

Procurement Method Recommendation for 2019 Bond Program, Phase II Bid, Package 2 Project 2:

Construction Manager-at-Risk (CMAR) Recommendation

This project is more complex and involves a larger project scope where project phasing and scheduling is critical for overall project success. The CMAR procurement method allows the general contractor to participate more in the project planning, design, and estimating phases. Greater project value can be achieved through this means of project procurement.

PHASE, BID PACKAGE & PROJECT NO.	FACILITY	PROJECT TYPE	CONSTRUCTION BUDGET
PHII-BP2-PRJ2	Wilemon Field	Additions, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 32,000,000.

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024	Consent Item
Subject: Selection of Method of Procurement for 2019 Bond Program, Phase III, Bid Package 2, Project 2 for Cravens Field	

Purpose: To provide the Board of Trustees the opportunity to review and approve the procurement method for the 2019 Bond Program, Phase III Bid Package 2, Project 2 for Cravens Field.

Background: Board Policy CV (Local) requires, “the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he determines provides the best value to the District.”

Administration recommends selection of Construction Manager-at-Risk (CMAR) as the procurement method for the 2019 Bond Program, Phase III, Bid Package 2 Project 2 for Cravens Field. Included herewith is a memorandum briefly describing the two most commonly used construction procurement methods and a recommendation explaining which of the two methods were selected for this project and why it is considered the procurement method that will provide the best value for the individual project.

Fiscal Implications: None

Recommendation: Administration recommends approval of CMAR as the procurement method for the 2019 Bond Program, Phase III, Bid Package 2, Project 2 for Cravens Field.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:
	Prepared by: Wm. Kelly Horn Date: September 17, 2024



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Asst. Supt. of Facility Services
DATE: September 17, 2024
SUBJECT: Selection of Method of Procurement (MOP) for 2019 Bond Program, Phase III Bid Package 2 Project 2 for Cravens Field

State law sets forth eight procurement methods that governmental entities, including school districts, can use to procure construction services. As summarized in Board Policy CV (LEGAL), the law requires all district construction contracts valued at \$50,000 or more in the aggregate for each 12 month period to be made by the method that provides the best value to the district, and the Board must declare the procurement method to be used for each project. The two methods used most commonly statewide are Competitive Sealed Proposal and Construction Manager-at-Risk. Following is a brief description of these procurement methods and recommendation for one of these two procurement methods to be utilized for each of the Phase III, Bid Package 2 Project 2 in the 2019 Bond Program.

Competitive Sealed Proposal (CSP)

CSP is a delivery method similar to competitive bidding in that the District selects an Architect/Engineer to design the project. Once the construction documents are fully completed, the District solicits proposals from contractors to perform the work. Selection is generally based on a combination of price and other factors that the District deems in its best interest, such as project team personnel, schedule, contractors past experience, etc.

Construction Management-at-Risk (CMAR)

CMAR is a delivery method wherein the Construction Manager-at-Risk serves as the General Contractor assuming the risk for a construction guaranteed maximum price and provides design phase consultation in evaluating costs, schedule, implications of alternative designs and systems and materials during and after design of the facility.

Procurement Method Recommendation for 2019 Bond Program, Phase III Bid, Package 2 Project 2:

Construction Manager-at-Risk (CMAR) Recommendation

This project is more complex and involves a larger project scope where project phasing and scheduling is critical for overall project success. The CMAR procurement method allows the general contractor to participate more in the project planning, design, and estimating phases. Greater project value can be achieved through this means of project procurement.

PHASE, BID PACKAGE & PROJECT NO.	FACILITY	PROJECT TYPE	CONSTRUCTION BUDGET
PHIII-BP2-PRJ2	Cravens Field	Additions, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 32,000,000.

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024	Consent Item
Subject: Selection of Method of Procurement for 2019 Bond Program, Phase IV, Bid Packages 1 – 12 Construction Projects	


Purpose: To provide the Board of Trustees the opportunity to review and approve the procurement method for the 2019 Bond Program, Phase IV Bid Packages 1 – 12 construction projects.

Background: Board Policy CV (Local) requires, “the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he determines provides the best value to the District.”

Administration recommends selection of Competitive Sealed Proposal (CSP) as the procurement method for the 2019 Bond Program, Phase IV, Bid Packages 1 – 12 construction projects. Included herewith is a memorandum briefly describing the two most commonly used construction procurement methods and a recommendation explaining which of the two methods were selected for these projects and why it is considered the procurement method that will provide the best value for the projects.

Fiscal Implications: None

Recommendation: Administration recommends approval of Competitive Sealed Proposal (CSP) as the procurement method for the 2019 Bond Program, Phase IV, Bid Packages 1 – 12 construction projects.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: September 17, 2024



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Asst. Supt. of Facility Services
DATE: September 17, 2024
SUBJECT: Selection of Method of Procurement (MOP) for 2019 Bond Program, Phase IV Bid Packages 1 through 12

State law sets forth eight procurement methods that governmental entities, including school districts, can use to procure construction services. As summarized in Board Policy CV (LEGAL), the law requires all district construction contracts valued at \$50,000 or more in the aggregate for each 12 month period to be made by the method that provides the best value to the district, and the Board must declare the procurement method to be used for each project. The two methods used most commonly statewide are Competitive Sealed Proposal and Construction Manager-at-Risk. Following is a brief description of these procurement methods and recommendation for one of these two procurement methods to be utilized for each of the Phase IV, Bid Packages 1 through 12 construction projects in the 2019 Bond Program.

Competitive Sealed Proposal (CSP)

CSP is a delivery method similar to competitive bidding in that the District selects an Architect/Engineer to design the project. Once the construction documents are fully completed, the District solicits proposals from contractors to perform the work. Selection is generally based on a combination of price and other factors that the District deems in its best interest, such as project team personnel, schedule, contractors past experience, etc.

Construction Management-at-Risk (CMAR)

CMAR is a delivery method wherein the Construction Manager-at-Risk serves as the General Contractor assuming the risk for a construction guaranteed maximum price and provides design phase consultation in evaluating costs, schedule, implications of alternative designs and systems and materials during and after design of the facility.

Procurement Method Recommendation for 2019 Bond Program, Phase IV, Bid Package 1 through 12 Projects:

Listed below are the 2019 Bond Program, Phase IV, Bid Packages 1 through 12 projects and the recommended construction procurement method for each project:

Competitive Sealed Proposal (CSP) Recommendation

These projects are primarily deficiency and life cycle replacement work with a relatively small project scope. Project phasing and scheduling are simplified and defined. District administration and the project architects have determined that the current construction market is more favorable for CSP project delivery with potentially greater project value achieved as a result of more aggressive and competitive pricing.

PHASE, BID PACKAGE & PROJECT NO.	FACILITY	PROJECT TYPE	CONSTRUCTION BUDGET
PHIV-BP1-PRJ1	Bowie High School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 6,814,706.
PHIV-BP2-PRJ1-2	Dipert CTC	Addition and Renovations	\$ 14,640,775.
PHIV-BP3-PRJ1	Farrell Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 350,400.
PHIV-BP3-PRJ2	Fitzgerald Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,228,000.
PHIV-BP4-PRJ1	Blanton Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 693,000.
PHIV-BP5-PRJ1	Butler Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 3,762,600.
PHIV-BP5-PRJ2	Turning Point Secondary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 140,000.
PHIV-BP5-PRJ32	Sherrod Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,377,800.
PHIV-BP6-PRJ1	Young Junior School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 5,637,000.
PHIV-BP7-PRJ1	Ditto Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,140,600.
PHIV-BP7-PRJ2	Dunn Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,959,800.
PHIV-BP8-PRJ1	Hill Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,964,600.
PHIV-BP8-PRJ2	Swift Elementary School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 9,454,200.

PHIV-BP9-PRJ1	Workman Junior School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 9,500,000.
PHIV-BP9-PRJ2	McNutt Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 413,400.
PHIV-BP10-PRJ1	Burgin Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,214,400.
PHIV-BP10-PRJ2	Morton Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 903,600.
PHIV-BP11-PRJ1	Wimbish World Language Academy	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 8,769,067.
PHIV-BP12-PRJ1	Rankin Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 450,600.
PHIV-BP12-PRJ2	Kookan Education Center	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 481,800.

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024	Consent Item
Subject: Selection of Method of Procurement for 2019 Bond Program, Phase V, Bid Packages 1 – 18 Construction Projects	


Purpose: To provide the Board of Trustees the opportunity to review and approve the procurement method for the 2019 Bond Program, Phase V Bid Packages 1 – 18 construction projects.

Background: Board Policy CV (Local) requires, “the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he determines provides the best value to the District.”

Administration recommends selection of Competitive Sealed Proposal (CSP) as the procurement method for the 2019 Bond Program, Phase V, Bid Packages 1 – 18 construction projects. Included herewith is a memorandum briefly describing the two most commonly used construction procurement methods and a recommendation explaining which of the two methods were selected for these projects and why it is considered the procurement method that will provide the best value for the projects.

Fiscal Implications: None

Recommendation: Administration recommends approval of Competitive Sealed Proposal (CSP) as the procurement method for the 2019 Bond Program, Phase V, Bid Packages 1 – 18 construction projects.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: September 17, 2024



MEMORANDUM

TO: Darla Moss, Chief Financial Officer
FROM: Wm. Kelly Horn, Asst. Supt. of Facility Services
DATE: September 17, 2024
SUBJECT: Selection of Method of Procurement (MOP) for 2019 Bond Program, Phase V Bid Packages 1 through 18

State law sets forth eight procurement methods that governmental entities, including school districts, can use to procure construction services. As summarized in Board Policy CV (LEGAL), the law requires all district construction contracts valued at \$50,000 or more in the aggregate for each 12 month period to be made by the method that provides the best value to the district, and the Board must declare the procurement method to be used for each project. The two methods used most commonly statewide are Competitive Sealed Proposal and Construction Manager-at-Risk. Following is a brief description of these procurement methods and recommendation for one of these two procurement methods to be utilized for each of the Phase V, Bid Packages 1 through 18 construction projects in the 2019 Bond Program.

Competitive Sealed Proposal (CSP)

CSP is a delivery method similar to competitive bidding in that the District selects an Architect/Engineer to design the project. Once the construction documents are fully completed, the District solicits proposals from contractors to perform the work. Selection is generally based on a combination of price and other factors that the District deems in its best interest, such as project team personnel, schedule, contractors past experience, etc.

Construction Management-at-Risk (CMAR)

CMAR is a delivery method wherein the Construction Manager-at-Risk serves as the General Contractor assuming the risk for a construction guaranteed maximum price and provides design phase consultation in evaluating costs, schedule, implications of alternative designs and systems and materials during and after design of the facility.

Procurement Method Recommendation for 2019 Bond Program, Phase V, Bid Package 1 through 18 Projects:

Listed below are the 2019 Bond Program, Phase V, Bid Packages 1 through 18 projects and the recommended construction procurement method for each project:

Competitive Sealed Proposal (CSP) Recommendation

These projects are primarily deficiency and life cycle replacement work with a relatively small project scope. Project phasing and scheduling are simplified and defined. District administration and the project architects have determined that the current construction market is more favorable for CSP project delivery with potentially greater project value achieved as a result of more aggressive and competitive pricing.

PHASE, BID PACKAGE & PROJECT NO.	FACILITY	PROJECT TYPE	CONSTRUCTION BUDGET
PHV-BP1-PRJ1	Seguin High School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,676,219.
PHV-BP2-PRJ1	Ashworth Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 325,221.
PHV-BP2-PRJ2	Pearcy STEM Academy	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 614,247.
PHV-BP3-PRJ1	Barnett Junior High School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,909,200.
PHV-BP3-PRJ2	Bryant Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 47,400.
PHV-BP3-PRJ3	West Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 35,400.
PHV-BP4-PRJ1	Boles Junior School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 3,561,000.
PHV-BP4-PRJ2	Moore Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,263,200.
PHV-BP5-PRJ1	Corey Fine Arts and Dual Language Academy	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 865,400.
PHV-BP5-PRJ2	Wood Elementary School	Addition, Renovation, Condition Deficiency and Life Cycle Replacement	\$ 5,039,419.
PHV-BP6-PRJ1	Anderson Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 454,800.
PHV-BP6-PRJ2	Remyse Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 393,600.

PHV-BP7-PRJ1	Crouch Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 447,000.
PHV-BP7-PRJ2	Patrick Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 24,000.
PHV-BP8-PRJ1	Nichols Junior School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,007,300.
PHV-BP8-PRJ2	Peach Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 120,000.
PHV-BP9-PRJ1	Ellis Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 472,200.
PHV-BP9-PRJ2	Larson Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 438,600.
PHV-BP10-PRJ1	Ousley Junior School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 2,887,000.
PHV-BP10-PRJ2	Bebensee Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,090,200.
PHV-BP10-PRJ3	Beckham Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 36,000.
PHV-BP11-PRJ1	Ferguson Education Center (Venture HS)	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 447,768.
PHV-BP11-PRJ2	Starrett Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,318,000.
PHV-BP11-PRJ3	Williams Elementary School	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 76,200.
PHV-BP12-PRJ1	Professional Development Center	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 115,200.
PHV-BP12-PRJ2	600 New York	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 1,128,300.
PHV-BP12-PRJ3	Administration Annex IV	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 285,600.
PHV-BP13-PRJ1-6	AISD Service Center	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 15,222,500.

PHV-BP14-PRJ1	Hilldale Annex	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 133,500.
PHV-BP15-PRJ1	North Distribution Center (Auxiliary Warehouse)	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 735,930.
PHV-BP15-PRJ2	Food Service Warehouse	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 426,600.
PHV-BP16-PRJ1	Little Road Annex	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 9,000.
PHV-BP17-PRJ1	Agriculture Science Center	Renovations	\$ 50,000.
PHV-BP18-PRJ1	AISD Center for Family and Community Engagement	Renovation, Condition Deficiency and Life Cycle Replacement	\$ 900,000.

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

Meeting Date: October 3, 2024	Consent Item
Subject: TASB Policy Update 123 and Local Policies BE, DGBA and GF	

Purpose:

Policy Update 123 includes recommended local policy revisions to address several laws from the 88th Legislature. Other revisions in this update are in response to changes to the Administrative Code. In addition to Policy Update 123, the Board Governance Committee recommends revisions to three additional local policies: BE, DGBA, and GF.

Background:


Policy Update 123 as well as Local Policies BE, DGBA, & GF were presented at the Board meeting on September 19, 2024. Feedback provided by trustees was implemented and reviewed with the Board Governance Committee on September 23, 2024.

Fiscal Implications:

No fiscal implications have been noted.

Recommendation:

Administration recommends approval of Policy Update 123 as well as Local Policies BE, DGBA, and GF as presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Jennifer Collins
	Date: September 24, 2024

Arlington ISD Update 123 & Other Recommended Policy Changes				
Policy	Reference	Summary of Change	Staff/Department	Administration's Recommendation
BBD Local	Board Training	Board member training and compliance with the Public Information Act.	Deputy Superintendent	Administration recommends approval.
BBFA Local	Conflict of Interest	A Board member must disclose any conflict of interest or potential conflict of interest to the Board. (personal financial interest, business interest, obligation or relationship)	Deputy Superintendent	Administration recommends approval.
CCGB Local	AD Valorem Taxes	Removes provisions addressing expired laws related to certain tax codes.	Finance	Administration recommends approval.
CKC Local	Emergency Plans	Develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or district facility or at a district event.	Student Services & Communications	Administration recommends approval.
CKE Local	Risk Management & Security	Addresses the District's use of contracted security officers to meet the requirement to have an armed officer at each campus during regular school hours.	Security	Administration recommends approval.
CKEC Local	Security & SRO's	For ease and consistency, this policy has been moved to CKE.	Security	Administration recommends approval.
CQC Local	Technology Resources	Recommended to meet the legal requirement for the integration of digital devices in the district.	Technology	Administration recommends approval.
DCE Local	Employment Practices	Clarifies that an employee may request a Board hearing to appeal discharge during a contract period.	Human Resources	Administration recommends approval.
DGBA Local	Employee Complaints & Grievances	Minor changes to address cross-references to other policies associated with the grievance process.	Human Resources	Administration recommends approval. Includes additional wording recommended by trustees 9/19/24.
EEH Local	Instructional Arrangements	Students may now receive homebound services for psychological as well as medical conditions.	Academic Services	Administration recommends approval.
EF Local	Instructional Resources	Being deleted because new local policies addressing instructional materials and library materials separately are included at EFA and EFB Local.	Academic Services	Administration recommends approval.
EFA Local	Instructional Resources	Instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.	Academic Services	Administration recommends approval with additional changes discussed during Board Governance Committee meetings.
EFB Local	Instructional Resources/Library Materials	Addresses HB 900 and the development of standards for school libraries.	Academic Services	Administration recommends approval with additional changes discussed during Board Governance Committee meetings.
FNG Local	Student and Parent Grievances	Revisions in Policy CKE necessitated an update to the complain processes.	Student Services	Administration recommends approval with additional changes discussed during Board Governance Committee meetings.
BE Local	Board Meetings	Updating the starting time of regular meetings of the Board.	Deputy Superintendent	Administration recommends approval. Includes additional wording recommended by trustees 9/19/24.
DGBA Local	Personnel-Management Relations	Clarifies the complaint and appeal process for employee complaints and grievances.	Human Resources	Administration recommends approval. Includes additional wording recommended by trustees 9/19/24.
GF Local	Public Complaints	Clarifies the informal process regarding the public complaint process.	Deputy Superintendent	Administration recommends approval. Includes additional wording recommended by trustees 9/19/24.

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024

Consent Item

Subject: Agreement of Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) for Educational Services 2023-2024

Purpose:

The purpose of this consent item is to request approval for the Regional Day School Program for the Deaf (RDSPD) Agreement between Arlington ISD and Shared Services Agreement (SSA) members, Kennedale ISD, Mansfield ISD and Venus ISD for the 2023-2024 school year. This agreement outlines the services provided to and reporting procedures for students who are deaf and hard of hearing attending the Arlington ISD RDSPD. There are no changes to the agreement.

Background:


School districts across the state are required to belong to a Regional Day School Program for the Deaf to serve qualifying students who are deaf and hard of hearing. The Arlington ISD multi-member arrangement includes Kennedale ISD, Mansfield ISD and Venus ISD.

Financial Implications:

None

Recommendation:

Arlington ISD recommends the approval of the Member agreement of the Shared Services Arrangement with Kennedale ISD, Mansfield ISD and Venus ISD in order to continue providing services to students who are deaf and hard of hearing at the Regional Day School Program for the Deaf in Arlington ISD.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Patty Bustamante Date: September 24, 2024

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Shared Services Arrangement for Educational Services

This document represents the Agreement between the Arlington Independent School District ("AISD") and Shared Services Agreement ("Agreement") members Kennedale Independent School District ("KISD"), Mansfield Independent School District ("MISD"), and Venus Independent School District ("VISD") (collectively, SSA "Members" or "Member Districts" and individually, a "SSA Member" or "Member District") for the 2023-2024 school year concerning services and reporting procedures for students who are deaf and hard of hearing attending the Arlington Regional Day School Program for the Deaf ("Arlington RDSPD" or "RDSPD").

SSA Members agree that:

1. General Covenants and Principles

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the SSA Members may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Arlington RDSPD, subject to the Admission, Review and Dismissal Committee (ARDC) recommendations for deaf and hard of hearing classroom placements.

1.2 The SSA Members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Arlington RDSPD's administrative offices will be located in Arlington, Texas.

1.4 The Arlington RDSPD will operate under the AISD school calendar and under the policies and procedures of the AISD, including the student code of conduct and student handbook.

1.5 The Arlington RDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Improvement Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Chapter 29 of the Texas Education Code; Subchapter D, Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG) and the Arlington ISD RDSPD operating guidelines. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 20 and 30 and the Texas Administrative Code, 19 TAC § 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Eligibility

Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal Committee.

1.6 Should a Local Education Agency (LEA) seek to become a Member District of the Arlington ISD RDSPD SSA, a written request must be provided to the Arlington ISD RDSPD SSA designee for Management Board consideration. Any reconfiguration or additional LEA Member Districts are subject to approval by each Member District's Board of Trustees.

1.7 Students from districts other than those SSA Members who are parties to this Agreement may be considered for services upon written request to the AISD special education director. A contract for services will be negotiated between the Arlington RDSPD and non-Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all costs under a separate agreement with the RDSPD if the RDSPD agrees to provide such services. In no event will AISD agree to provide services to non-members in a manner that results in a delay in and/or failure to provide the services outlined in this Agreement.

1.8 The SSA Member Districts agree to cooperatively operate their special education programs under the authority of the Texas Government Code, Section 791.001 *et seq.* and the terms of this Agreement for the purpose of providing efficient delivery of legally required special education and related services to eligible students who are deaf and hard of hearing.

1.9 For students whose ARDC determines that placement at a centralized RDSPD campus is needed in order to receive a free appropriate public education (FAPE), the Arlington RDSPD will provide a continuum of placement options from mainstream to homebound, and communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication or communication facilitators or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The Arlington RDSPD will also provide assistive listening devices, speech therapy, audiology, and interpreting as related services as required by the students' IEP, and individual re-evaluations as determined by the ARDC.

1.10 The Arlington RDSPD, through the AISD Board, may purchase goods and services necessary to administer and operate the RDSPD.

2. Government

2.1 The Arlington RDSPD is governed by this Agreement with approval by the SSA Members' superintendents and each of the SSA Members' Board of Trustees. The Arlington RDSPD is further governed by a Management Board, as defined below. Direct program administration is the responsibility of the fiscal agent, as defined herein.

2.2 Management Board

- (a) Membership of the Management Board includes the SSA Members' superintendents or their designees. Non-voting members may be included on the Management Board. Management Board decisions are made on the basis of a majority vote of a quorum of members or designees present for a regular or called Management Board meeting with each member or designee having one (1) vote.

Each voting member may cast his or her vote through his or her designee. A quorum shall consist of three fourths (3/4) of the SSA Member Districts whose students are served by the RDSPD.

- (b) Meetings of the Board shall be conducted no later than the end of February of each school academic year to review the administration and operation of the Arlington RDSPD. Additional Management Board meetings may be held at the request of a Management Board member. Such request should be made in writing to the Management Board chairperson. Notice of a called meeting shall be sent to all members of the Management Board and the Special Education Directors of the SSA Members at least five (5) District business days (according to the Arlington ISD administration calendar) prior to the meeting. The notice will include the date, time, and place of the meeting and an agenda of items to be discussed. Issues requiring Management Board approval may be handled by email, facsimile, telephone, or mail with the decision based on a majority vote of all Management Board members.

The Management Board may approve, establish, and implement written rules for the operation of the Arlington RDSPD provided that such rules are consistent with the terms and conditions of this Agreement or as it may be amended from time to time.

- (c) The Chairperson of the Management Board will be the special education director of the fiscal agent district. Members of the Management Board will elect the Secretary from the SSA Members.
- (d) The Management Board Chairperson calls and presides over meetings of the Management Board. The Management Board Chairperson establishes the meeting place, date, time, and agenda items to be discussed. Additional items may be discussed and voted upon with the approval of the Management Board Chairperson. Committees may be established by the Management Board, as needed.
- (e) The Secretary will record the minutes of the Management Board meeting and will provide a copy of the minutes to the Management Board within seven (7) working days. Minutes of the Management Board will be maintained by Arlington ISD RDSPD, the fiscal agent.

3. Fiscal Agent

3.1 AISD, an accredited Texas public school district, shall serve as the Fiscal Agent for the Arlington RDSPD.

3.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with budget adopted by the Arlington RDSPD. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Arlington RDSPD policies.

3.3 The Fiscal Agent will account for salaries and expenses of Arlington RDSPD personnel, Arlington RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Arlington RDSPD personnel who are its employees. The Fiscal Agent assumes any and all responsibility for benefits, salary and/or other costs/liability associated with its employees including, but not limited to, worker's compensation claims.

3.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Arlington RDSPD policy including PEIMS and other student data reports. RDSPD will assume responsibility for reporting eligible students enrolled in the AISD RDSPD and will be accountable for results related to federal and state accountability measures including FAPE and AYP.

3.5 The Fiscal Agent may negotiate contracts with outside services providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require each service provider to comply with federal and state laws as referenced in Paragraph 1.5 of this Agreement.

3.6 The fiscal agent must notify the Member Districts of any intention to withdraw as a fiscal agent of the SSA on or before October 1 preceding the end of the last fiscal year it intends to serve as fiscal agent. After a satisfactory independent audit of the SSA's accounts, the transfer of fiscal agent status will become effective July 1.

3.7 RDSPD SSA Member Districts shall follow PEIMS enrollment guidance, and accounting practices as outlined in the Texas Accounting Handbook regarding Shared Services Arrangements. The Fiscal Agent and SSA Members must provide a PEIMS 011 record. SSA Members may report participation in more than one RDSPD SSA. SSA Members must indicate the fiscal agent on the PEIMS 011 record. For Member District students attending the RDSPD program in Arlington ISD on a full-time basis, AISD will report and receive applicable average-daily-attendance (ADA) in PEIMS.

4. Management

4.1 The special education director or designee of the Fiscal Agent shall report the annual status of the Arlington RDSPD to the special education director of each respective SSA Member.

4.2 All assets purchased with Arlington RDSPD funds are for the express use of the students attending such Day School Program and will be managed by AISD as Fiscal Agent for the Arlington RDSPD; however, title to such property shall be vested in AISD. Repairs to any property or equipment shall be paid from Arlington RDSPD funds. If any property becomes unusable or surplus, then AISD may dispose of such property under AISD policy and the proceeds thereof, if any, shall be returned to Arlington RDSPD.

4.3 A Member District may withdraw from the SSA by providing the other Member Districts with written notice, signed by its superintendent and president of its board of trustees, of its proposed action at least 30 calendar days on or before the February 1 preceding the end of the school year in which the Member District intends to be its final year in the SSA. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30 final day of the withdrawing member's participation in the SSA. The Member School Districts further agree that any fund

balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30 date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$5,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration. Notwithstanding anything contained herein to the contrary, any SSA Member withdrawing from the Agreement shall forfeit any right to any and all SSA funds, equipment, basic texts, and supplies.

Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, Arlington RDSPD SSA's funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated based on the same formula, set forth herein outlining how contributions are determined by the Member District.

5. Personnel

5.1 The chief administrator of the Arlington RDSPD will be the AISD special education director or designee. The AISD special education director or designee shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding the operation of the RDSPD instructional program, including but not limited to, RDSPD SSA centralized locations, RDSPD SSA personnel assignments, related services and professional development, and approved budgeted expenditures consistent with the Fiscal Agent's policy, are within the authority of the AISD special education director or designee.

5.2 The Fiscal Agent shall maintain public records for purposes of the Texas Public Information Act and the Local Government Records Act.

5.3 Any hearing on RDSPD SSA personnel, including employee grievances, terminations, or non-renewals is the responsibility of and will be held in accordance with the policies of AISD with whom the employee has a contractual relationship.

5.4 Arlington RDSPD SSA personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any Arlington RDSPD SSA operating guidelines and procedures and salary schedule. The chief administrator of the Arlington RDSPD completes all hiring of RDSPD personnel.

5.5 The Arlington RDSPD ensures all individuals providing services contemplated under this Agreement and the RDSPD SSA program must be appropriately certified or licensed to perform the applicable service.

6. AISD General Obligations to SSA Members

6.1 AISD agrees to notify SSA Members of any ARDC meetings regarding a student of the SSA Member within a reasonable time, no later than five (5) District business days (according to the Arlington ISD administration calendar), prior to the ARDC meeting, unless waived in writing by both AISD and the SSA Member.

6.2 AISD agrees to notify SSA Members of any excess costs associated with ARDC decisions regarding a student of the SSA Member within a reasonable time, no later than five (5)

District business days (according to the Arlington ISD administration calendar) after date of the ARDC meeting, in accordance with paragraph 8.1(c) of this agreement.

7. SSA Members General Obligations

7.1 SSA Members agree that any funds assessed under Arlington RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a written statement from the Fiscal Agent.

7.2 Each SSA Member will be liable for any costs associated with its residentially-placed students.

7.3 Each SSA Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Arlington RDSPD operations.

7.4 SSA Members are ultimately responsible for the education of all students who are deaf and hard of hearing within their district boundaries, whether the child is served in the local program, Arlington RDSPD, or other placements. Any services provided, under any of these arrangements, are subject to an ARDC decision.

7.5 Each individual SSA Member is responsible for the employment and payment of personnel serving students who are deaf and hard of hearing in their respective districts who do not reside in the Arlington ISD boundaries or attend the RDSPD. Upon written request, the Arlington ISD RDSPD SSA will provide audiological, parent advisory and/or Itinerant services according to the fee schedule approved by the Management Board.

7.6 If an ARDC determines that an RDSPD student receiving services at an AISD district site requires extraordinary services including but not limited to a one-on-one paraprofessional (or additional staff), one-on-one nursing services, or additional specialized equipment or related services, as determined by the student's ARDC, the referring SSA Member District shall be liable for all costs associated with such staff, equipment, or services and shall reimburse the Fiscal Agent in full for all such costs. Pursuant to the same timelines set forth in paragraph 6.1 above, the Member District is to receive advance notice and the opportunity to participate in the ARDC meeting where such extraordinary costs and services will be discussed prior to the member district being responsible for such costs. All individual excess direct student costs incurred based upon an ARDC's decision will be billed at the end of each semester to the individual member district and include, but are not limited to, costs for extraordinary services, as well as costs for interpreter services for extracurricular activities and school-sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends or holidays. Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the Member District as an individual excess direct student cost, interpreter services and any other RDSPD services provided to an SSA Member District's student who is assigned to one of AISD's Turning Point (DAEP) schools or who is expelled and attends JJAEP under AISD's Memorandum of Understanding with Tarrant County JJAEP. Any services that must be provided at a location other than an Arlington ISD RDSPD regular campus will also be billed individually to the Member District as an individual excess direct student cost, e.g., a homebound student. SSA Members shall reimburse AISD within sixty (60) District business days (according to the Arlington ISD administration calendar) of receipt of billing.

8. Fiscal Practices

8.1 Payment will be determined in the following manner:

- (a) The Fiscal Agent will estimate the shortage of funds between actual costs for Arlington RDSPD and those expenses paid by federal or state funds on an annual basis.

In addition to federal and state funds generated by regulation, the Fiscal Agent will receive a prorated contribution from SSA Members to offset shortfalls in program funds for operating the Arlington RDSPD in accordance with student IEPs. The rate is determined by dividing the difference between the amount of the program costs and the amount received in federal and state deaf funds by the number of students in the Arlington RDSPD.

Arlington RDSPD will invoice Member Districts once in the fall and once in the spring of each year. Invoices will reflect semester rates. Prorated amounts will be invoiced for students based on the number of days enrolled in the Arlington RDSPD. Itinerant and parent services are available from AISD upon request. Students who are under age three or who are served itinerantly one or more times per week in the Member District will be counted as one-half full-time equivalent students.

Arlington RDSPD will invoice Member Districts for audiological services after services are rendered. Audiological service fees will be provided to each SSA Member no later than June 1 of each year. For Member District students attending the Arlington RDSPD on a full-time basis, AISD will provide other related services required by a student's IEP without further reimbursement or fees from the Member District, except for transportation and costs related to a student's participation in extracurricular activities which are addressed *infra* and other extraordinary services such as those listed in paragraph 6.6 above which may be addressed through separate agreement between AISD and a Member District as needed.

- (b) The determination of excess costs for each school year in which this Agreement remains in effect shall be furnished by the Fiscal Agent to each SSA Member no later than June 1 of each year.
- (c) If an Arlington RDSPD student receiving services at an AISD district site requires extraordinary services as part of his or her IEP as described in Paragraph 6.6, or related to participation in extracurricular activities as described in Paragraphs 7.1(b) and 9.1, and the RDSPD anticipates that the costs of the additional staffing, equipment, or services will exceed \$500.00, then the RDSPD shall notify the referring SSA Member District in writing within five (5) business days of the ARDC's and/or administration's decision regarding the student's need for services. The RDSPD has no obligation under this section 7.1(c) if, at the time of the committee's or administration's decision, the RDSPD is unable, in its sole discretion, to make the determination regarding the need for services or anticipated costs therefore. The notice shall include a copy of any relevant documentation, including ARDC meeting documents and an estimate of the anticipated cost(s).

- (d) Member Districts will be billed for the cost of direct costs (e.g., costs of interpreters or other individuals to supervise or assist students with communicating) for RDSPD students to participate in extracurricular activities.

8.2 The annual Arlington RDSPD budget shall be prepared by the Fiscal Agent's director of special education for approval by the Fiscal Agent's board of trustees. The Fiscal Agent shall be responsible for all required federal and state reporting related to Arlington RDSPD activities.

8.3 There will be an audit of Arlington RDSPD financial matters each year by the firm who annually audits the accounts of the Fiscal Agent. The responsibility (scheduling and financial obligations) for this audit will reside with the Fiscal Agent.

8.4 All audit results shall be reported to SSA Members within thirty (30) District business days (according to Arlington ISD's administration calendar) of completion of the audit report.

9. Risk of Loss

9.1 Except as otherwise provided in this Agreement, each SSA Member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal and/or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs.

9.2 Legal fees, expenses and other costs incurred due to complaints, grievances or litigation by parents and/or students enrolled in in the Arlington RDSPD will be assumed by the SSA Member District in which the student resides. SSA Members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses and other costs regarding a student, the SSA Member District in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the Fiscal Agent or any other liability of any kind assessed against the Fiscal Agent. Further, it is agreed that any reimbursement contemplated herein will not exceed \$20,000 (twenty thousand dollars).

9.3 Uncontrollable costs that impact the Fiscal Agent will be shared on a pro-rata basis by the SSA Member Districts according to the percentage of contribution established in operation of the SSA funds.

9.4 Each SSA Member District will insure its owned or leased vehicles used in the transportation of students with disabilities within the statutory maximum limits of school district liability for motor vehicle accidents.

10. Transportation

10.1 Transportation for eligible students to the Arlington RDSPD will be provided by the SSA Member District in which the student is a resident, private transportation provided by parents or their agents, or by contracted transportation in accordance with the law. Member Districts will be responsible for transportation costs related to their students' participation in extracurricular activities and school-

sponsored activities and events that occur before or after the school day. Contracted transportation will be arranged and paid for by the SSA Member District in which the student is a resident.

11. Legal Responsibilities

11.1 SSA Member Districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts, except as otherwise provided herein. For students enrolled in the Arlington RDSPD, AISD will be the LEA for purposes of the provision of a FAPE and state accountability measures.

11.2 SSA Member Districts are responsible for legal costs, court costs and attorneys' fees, resulting from complaints, grievances, administrative proceedings, administrative hearings and litigation directly involving students who reside in their respective districts. SSA Members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

11.3 Each SSA Member shall be responsible for legal fees, costs and expenses incurred due to complaints, grievances, or litigation arising from the respective SSA Member's employees, independent contractors, or agents. SSA Members have the right to select their own legal counsel for handling such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

11.4 The legal responsibilities stated herein shall survive the expiration of this Agreement.

11.5 The RDSPD's ability to serve the SSA Members' students will require the sharing of records. For this reason, the SSA Member Districts designate the RDSPD as a "school official" with a legitimate educational interest in the educational records of students assigned to the RDSPD. Similarly, RDSPD designates the SSA Member Districts as "school officials" with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the SSA Member Districts and the RDSPD will be maintained in accordance with the Family Education Rights and Privacy Act ("FERPA") and will not be disclosed to any unauthorized third party, unless specifically allowable under FERPA.

12. Dissolution

12.1 Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, RDSPD funds remaining after any charges and liabilities will be divided among the SSA Member Districts, prorated in the same manner as Paragraph 4.3. The dissolution will take effect on July 1, after the first January following the dissolution vote by the Management Board.

13. The Agreement

13.1 The term of this Agreement is for the 2023-2024 school year. The Agreement may be renewed annually by the participating independent school district's board of trustees for subsequent school years.

13.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Arlington RDSPD and responsibilities under any prior shared services agreement.

13.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity.

13.4 This Agreement is governed by the laws of the State of Texas. Venue, in the event of a suit, shall be in the court of appropriate jurisdiction in Tarrant County.

13.5 The provisions of this Agreement are severable. If any provision of this Agreement violates any law or is unenforceable or invalid, according to a court of competent jurisdiction, then the unenforceability or invalidity of that provision will not render the remaining provisions unenforceable or invalid, and the SSA Members agree that all remaining provisions of this Agreement will remain in full force and effect.

13.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor to that statute or regulation.

13.7 This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. Notwithstanding the foregoing, any administrative guidance from the Texas Education Agency (TEA) on federal reporting and compliance for shared services arrangements which conflicts with the terms found herein shall be provided to all Member Districts, and will go into effect thirty (30) days after notice is delivered.

13.8 This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

13.9 Notwithstanding any provision of this Agreement, there are no third-party beneficiaries to this Agreement. The parties to this Agreement do not intend to confer any rights to this Agreement, including, without limitation, the right to sue to enforce this Agreement, to any non-party. Nothing in this Agreement may be interpreted to allow any third-party beneficiary to this Agreement.

The parties agree that this Agreement may be signed in multiple counterparts each of which shall be deemed an original for all purposes and is made a part of the original Agreement.

[SIGNATURE PAGE TO FOLLOW]

ARLINGTON INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees
Program Contact: Cindy Brown, Director of Special Education
Address: Enterprise Centre, 690 E. Lamar Blvd., Suite 200, Arlington, TX 76011
Phone/Email: 682.867.0800 cbrown1@aisd.net

CMH

Date

KENNEDALE INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees
Program Contact: Monica Rawls, Director of Special Education
Address: P.O. Box 467, Kennedale, TX 76060
Phone/Email: 817.563.8080 rawlsm@kisdtx.net

Date

MANSFIELD INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees
Program Contact: Dr. Michelle Edwards-Scott,
Executive Director of Special Populations
Address: 1016 Magnolia, Mansfield, TX 76063
Phone/Email: 817.299.4300 MichelleEdwards@misdmail.org

Date

VENUS INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees
Program Contact: Kelly Pieterse, Director of Special Education
Address: P.O. Box 364, Venus, TX 76084
Phone/Email: 972.366.3249 kelly.pieterse@venusisd.net

Date

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 3, 2024

Consent Item

Subject: Agreement of Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) for Educational Services 2024-2025

Purpose:

The purpose of this consent item is to request approval for the Regional Day School Program for the Deaf (RDSPD) Agreement between Arlington ISD and Shared Services Agreement (SSA) members, Kennedale ISD, Mansfield ISD and Venus ISD for the 2024-2025 school year. This agreement outlines the services provided to and reporting procedures for students who are deaf and hard of hearing attending the Arlington ISD RDSPD. There are no changes to the agreement.

Background:


School districts across the state are required to belong to a Regional Day School Program for the Deaf to serve qualifying students who are deaf and hard of hearing. The Arlington ISD multi-member arrangement includes Kennedale ISD, Mansfield ISD and Venus ISD.

Financial Implications:

None

Recommendation:

Arlington ISD recommends the approval of the Member agreement of the Shared Services Arrangement with Kennedale ISD, Mansfield ISD and Venus ISD in order to continue providing services to students who are deaf and hard of hearing at the Regional Day School Program for the Deaf in Arlington ISD.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by:</p> 
	<p>Prepared by: Patty Bustamante</p> <p>Date: September 24, 2024</p>

ARLINGTON INDEPENDENT SCHOOL DISTRICT

Shared Services Arrangement for Educational Services

This document represents the Agreement between the Arlington Independent School District ("AISD") and Shared Services Agreement ("Agreement") members Kennedale Independent School District ("KISD"), Mansfield Independent School District ("MISD"), and Venus Independent School District ("VISD") (collectively, SSA "Members" or "Member Districts" and individually, a "SSA Member" or "Member District") for the 2024-2025 school year concerning services and reporting procedures for students who are deaf and hard of hearing attending the Arlington Regional Day School Program for the Deaf ("Arlington RDSPD" or "RDSPD").

SSA Members agree that:

1. General Covenants and Principles

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the SSA Members may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the Arlington RDSPD, subject to the Admission, Review and Dismissal Committee (ARDC) recommendations for deaf and hard of hearing classroom placements.

1.2 The SSA Members do not intend by entering this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The Arlington RDSPD's administrative offices will be located in Arlington, Texas.

1.4 The Arlington RDSPD will operate under the AISD school calendar and under the policies and procedures of the AISD, including the student code of conduct and student handbook.

1.5 The Arlington RDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Improvement Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. § 794; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; Chapter 29 of the Texas Education Code; Subchapter D, Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; section 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide (FASRG) and the Arlington ISD RDSPD operating guidelines. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 20 and 30 and the Texas Administrative Code, 19 TAC § 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Eligibility

Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal Committee.

1.6 Should a Local Education Agency (LEA) seek to become a Member District of the Arlington ISD RDSPD SSA, a written request must be provided to the Arlington ISD RDSPD SSA designee for Management Board consideration Any reconfiguration or additional LEA Member Districts are subject to approval by each Member District's Board of Trustees.

1.7 Students from districts other than those SSA Members who are parties to this Agreement may be considered for services upon written request to the AISD special education director. A contract for services will be negotiated between the Arlington RDSPD and non-Member Districts or other non-member entities (e.g., charter schools). Non-members will be responsible for all costs under a separate agreement with the RDSPD if the RDSPD agrees to provide such services. In no event will AISD agree to provide services to non-members in a manner that results in a delay in and/or failure to provide the services outlined in this Agreement.

1.8 The SSA Member Districts agree to cooperatively operate their special education programs under the authority of the Texas Government Code, Section 791.001 *et seq.* and the terms of this Agreement for the purpose of providing efficient delivery of legally required special education and related services to eligible students who are deaf and hard of hearing.

1.9 For students whose ARDC determines that placement at a centralized RDSPD campus is needed in order to receive a free appropriate public education (FAPE), the Arlington RDSPD will provide a continuum of placement options from mainstream to homebound, and communication access during the instructional day as described in the students' IEP, which may include teachers who use the child's preferred mode of communication or communication facilitators or interpreters in classes in which the teacher does not use the child's preferred mode of communication. The Arlington RDSPD will also provide assistive listening devices, speech therapy, audiology, and interpreting as related services as required by the students' IEP, and individual re-evaluations as determined by the ARDC.

1.10 The Arlington RDSPD, through the AISD Board, may purchase goods and services necessary to administer and operate the RDSPD.

2. Government

2.1 The Arlington RDSPD is governed by this Agreement with approval by the SSA Members' superintendents and each of the SSA Members' Board of Trustees. The Arlington RDSPD is further governed by a Management Board, as defined below. Direct program administration is the responsibility of the fiscal agent, as defined herein.

2.2 Management Board

- (a) Membership of the Management Board includes the SSA Members' superintendents or their designees. Non-voting members may be included on the Management Board. Management Board decisions are made on the basis of a majority vote of a quorum of members or designees present for a regular or called Management Board meeting with each member or designee having one (1) vote.

Each voting member may cast his or her vote through his or her designee. A quorum shall consist of three fourths (3/4) of the SSA Member Districts whose students are served by the RDSPD.

- (b) Meetings of the Board shall be conducted no later than the end of February of each school academic year to review the administration and operation of the Arlington RDSPD. Additional Management Board meetings may be held at the request of a Management Board member. Such request should be made in writing to the Management Board chairperson. Notice of a called meeting shall be sent to all members of the Management Board and the Special Education Directors of the SSA Members at least five (5) District business days (according to the Arlington ISD administration calendar) prior to the meeting. The notice will include the date, time, and place of the meeting and an agenda of items to be discussed. Issues requiring Management Board approval may be handled by email, facsimile, telephone, or mail with the decision based on a majority vote of all Management Board members.

The Management Board may approve, establish, and implement written rules for the operation of the Arlington RDSPD provided that such rules are consistent with the terms and conditions of this Agreement or as it may be amended from time to time.

- (c) The Chairperson of the Management Board will be the special education director of the fiscal agent district. Members of the Management Board will elect the Secretary from the SSA Members.
- (d) The Management Board Chairperson calls and presides over meetings of the Management Board. The Management Board Chairperson establishes the meeting place, date, time, and agenda items to be discussed. Additional items may be discussed and voted upon with the approval of the Management Board Chairperson. Committees may be established by the Management Board, as needed.
- (e) The Secretary will record the minutes of the Management Board meeting and will provide a copy of the minutes to the Management Board within seven (7) working days. Minutes of the Management Board will be maintained by Arlington ISD RDSPD, the fiscal agent.

3. Fiscal Agent

3.1 AISD, an accredited Texas public school district, shall serve as the Fiscal Agent for the Arlington RDSPD.

3.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with budget adopted by the Arlington RDSPD. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Arlington RDSPD policies.

3.3 The Fiscal Agent will account for salaries and expenses of Arlington RDSPD personnel, Arlington RDSPD operating expenses, IDEA Part B funds, IDEA Part C funds, State Deaf Funds, and any other funding received for the purposes of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all Arlington RDSPD personnel who are its employees. The Fiscal Agent assumes any and all responsibility for benefits, salary and/or other costs/liability associated with its employees including, but not limited to, worker's compensation claims.

3.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Arlington RDSPD policy including PEIMS and other student data reports. RDSPD will assume responsibility for reporting eligible students enrolled in the AISD RDSPD and will be accountable for results related to federal and state accountability measures including FAPE and AYP.

3.5 The Fiscal Agent may negotiate contracts with outside services providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require each service provider to comply with federal and state laws as referenced in Paragraph 1.5 of this Agreement.

3.6 The fiscal agent must notify the Member Districts of any intention to withdraw as a fiscal agent of the SSA on or before October 1 preceding the end of the last fiscal year it intends to serve as fiscal agent. After a satisfactory independent audit of the SSA's accounts, the transfer of fiscal agent status will become effective July 1.

3.7 RDSPD SSA Member Districts shall follow PEIMS enrollment guidance, and accounting practices as outlined in the Texas Accounting Handbook regarding Shared Services Arrangements. The Fiscal Agent and SSA Members must provide a PEIMS 011 record. SSA Members may report participation in more than one RDSPD SSA. SSA Members must indicate the fiscal agent on the PEIMS 011 record. For Member District students attending the RDSPD program in Arlington ISD on a full-time basis, AISD will report and receive applicable average-daily-attendance (ADA) in PEIMS.

4. Management

4.1 The special education director or designee of the Fiscal Agent shall report the annual status of the Arlington RDSPD to the special education director of each respective SSA Member.

4.2 All assets purchased with Arlington RDSPD funds are for the express use of the students attending such Day School Program and will be managed by AISD as Fiscal Agent for the Arlington RDSPD; however, title to such property shall be vested in AISD. Repairs to any property or equipment shall be paid from Arlington RDSPD funds. If any property becomes unusable or surplus, then AISD may dispose of such property under AISD policy and the proceeds thereof, if any, shall be returned to Arlington RDSPD.

4.3 A Member District may withdraw from the SSA by providing the other Member Districts with written notice, signed by its superintendent and president of its board of trustees, of its proposed action at least 30 calendar days on or before the February 1 preceding the end of the school year in which the Member District intends to be its final year in the SSA. Upon delivery of such notice, the member's withdrawal from the SSA shall be effective on the following June 30, at the end of the SSA's fiscal year. The withdrawing Member District shall return to the SSA any supplies, equipment, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30 final day of the withdrawing member's participation in the SSA. The Member School Districts further agree that any fund

balance, including roll forward monies, remaining in the SSA's operating fund as of the June 30 date set forth above, shall remain with the SSA. It is agreed and understood that the withdrawing Member District shall pay costs and fees, up to an amount not to exceed \$5,000.00, related to, resulting from, or associated with the withdrawal including, but not limited to, non-renewal proceedings, legal costs, legal fees, or expenses pertaining to the drafting of an agreement reflecting the reconfiguration. Notwithstanding anything contained herein to the contrary, any SSA Member withdrawing from the Agreement shall forfeit any right to any and all SSA funds, equipment, basic texts, and supplies.

Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, Arlington RDSPD SSA's funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated based on the same formula, set forth herein outlining how contributions are determined by the Member District.

5. Personnel

5.1 The chief administrator of the Arlington RDSPD will be the AISD special education director or designee. The AISD special education director or designee shall serve under a contract with the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding the operation of the RDSPD instructional program, including but not limited to, RDSPD SSA centralized locations, RDSPD SSA personnel assignments, related services and professional development, and approved budgeted expenditures consistent with the Fiscal Agent's policy, are within the authority of the AISD special education director or designee.

5.2 The Fiscal Agent shall maintain public records for purposes of the Texas Public Information Act and the Local Government Records Act.

5.3 Any hearing on RDSPD SSA personnel, including employee grievances, terminations, or non-renewals is the responsibility of and will be held in accordance with the policies of AISD with whom the employee has a contractual relationship.

5.4 Arlington RDSPD SSA personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent and any Arlington RDSPD SSA operating guidelines and procedures and salary schedule. The chief administrator of the Arlington RDSPD completes all hiring of RDSPD personnel.

5.5 The Arlington RDSPD ensures all individuals providing services contemplated under this Agreement and the RDSPD SSA program must be appropriately certified or licensed to perform the applicable service.

6. AISD General Obligations to SSA Members

6.1 AISD agrees to notify SSA Members of any ARDC meetings regarding a student of the SSA Member within a reasonable time, no later than five (5) District business days (according to the Arlington ISD administration calendar), prior to the ARDC meeting, unless waived in writing by both AISD and the SSA Member.

6.2 AISD agrees to notify SSA Members of any excess costs associated with ARDC decisions regarding a student of the SSA Member within a reasonable time, no later than five (5)

District business days (according to the Arlington ISD administration calendar) after date of the ARDC meeting, in accordance with paragraph 8.1(c) of this agreement.

7. SSA Members General Obligations

7.1 SSA Members agree that any funds assessed under Arlington RDSPD policies or other legal requirements will be remitted within sixty (60) calendar days of receiving a written statement from the Fiscal Agent.

7.2 Each SSA Member will be liable for any costs associated with its residentially-placed students.

7.3 Each SSA Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Arlington RDSPD operations.

7.4 SSA Members are ultimately responsible for the education of all students who are deaf and hard of hearing within their district boundaries, whether the child is served in the local program, Arlington RDSPD, or other placements. Any services provided, under any of these arrangements, are subject to an ARDC decision.

7.5 Each individual SSA Member is responsible for the employment and payment of personnel serving students who are deaf and hard of hearing in their respective districts who do not reside in the Arlington ISD boundaries or attend the RDSPD. Upon written request, the Arlington ISD RDSPD SSA will provide audiological, parent advisory and/or Itinerant services according to the fee schedule approved by the Management Board.

7.6 If an ARDC determines that an RDSPD student receiving services at an AISD district site requires extraordinary services including but not limited to a one-on-one paraprofessional (or additional staff), one-on-one nursing services, or additional specialized equipment or related services, as determined by the student's ARDC, the referring SSA Member District shall be liable for all costs associated with such staff, equipment, or services and shall reimburse the Fiscal Agent in full for all such costs. Pursuant to the same timelines set forth in paragraph 6.1 above, the Member District is to receive advance notice and the opportunity to participate in the ARDC meeting where such extraordinary costs and services will be discussed prior to the member district being responsible for such costs. All individual excess direct student costs incurred based upon an ARDC's decision will be billed at the end of each semester to the individual member district and include, but are not limited to, costs for extraordinary services, as well as costs for interpreter services for extracurricular activities and school-sponsored activities and events that occur before and after the school day. This time is defined by the services performed outside of the normally scheduled working hours of the interpreter as reflected on the fiscal agent's school calendar as well as any time during weekends or holidays. Costs associated with DAEP and/or JJAEP student placements will also be billed individually to the Member District as an individual excess direct student cost, interpreter services and any other RDSPD services provided to an SSA Member District's student who is assigned to one of AISD's Turning Point (DAEP) schools or who is expelled and attends JJAEP under AISD's Memorandum of Understanding with Tarrant County JJAEP. Any services that must be provided at a location other than an Arlington ISD RDSPD regular campus will also be billed individually to the Member District as an individual excess direct student cost, e.g., a homebound student. SSA Members shall reimburse AISD within sixty (60) District business days (according to the Arlington ISD administration calendar) of receipt of billing.

8. Fiscal Practices

8.1 Payment will be determined in the following manner:

- (a) The Fiscal Agent will estimate the shortage of funds between actual costs for Arlington RDSPD and those expenses paid by federal or state funds on an annual basis.

In addition to federal and state funds generated by regulation, the Fiscal Agent will receive a prorated contribution from SSA Members to offset shortfalls in program funds for operating the Arlington RDSPD in accordance with student IEPs. The rate is determined by dividing the difference between the amount of the program costs and the amount received in federal and state deaf funds by the number of students in the Arlington RDSPD.

Arlington RDSPD will invoice Member Districts once in the fall and once in the spring of each year. Invoices will reflect semester rates. Prorated amounts will be invoiced for students based on the number of days enrolled in the Arlington RDSPD. Itinerant and parent services are available from AISD upon request. Students who are under age three or who are served itinerantly one or more times per week in the Member District will be counted as one-half full-time equivalent students.

Arlington RDSPD will invoice Member Districts for audiological services after services are rendered. Audiological service fees will be provided to each SSA Member no later than June 1 of each year. For Member District students attending the Arlington RDSPD on a full-time basis, AISD will provide other related services required by a student's IEP without further reimbursement or fees from the Member District, except for transportation and costs related to a student's participation in extracurricular activities which are addressed *infra* and other extraordinary services such as those listed in paragraph 6.6 above which may be addressed through separate agreement between AISD and a Member District as needed.

- (b) The determination of excess costs for each school year in which this Agreement remains in effect shall be furnished by the Fiscal Agent to each SSA Member no later than June 1 of each year.
- (c) If an Arlington RDSPD student receiving services at an AISD district site requires extraordinary services as part of his or her IEP as described in Paragraph 6.6, or related to participation in extracurricular activities as described in Paragraphs 7.1(b) and 9.1, and the RDSPD anticipates that the costs of the additional staffing, equipment, or services will exceed \$500.00, then the RDSPD shall notify the referring SSA Member District in writing within five (5) business days of the ARDC's and/or administration's decision regarding the student's need for services. The RDSPD has no obligation under this section 7.1(c) if, at the time of the committee's or administration's decision, the RDSPD is unable, in its sole discretion, to make the determination regarding the need for services or anticipated costs therefore. The notice shall include a copy of any relevant documentation, including ARDC meeting documents and an estimate of the anticipated cost(s).

- (d) Member Districts will be billed for the cost of direct costs (e.g., costs of interpreters or other individuals to supervise or assist students with communicating) for RDSPD students to participate in extracurricular activities.

8.2 The annual Arlington RDSPD budget shall be prepared by the Fiscal Agent's director of special education for approval by the Fiscal Agent's board of trustees. The Fiscal Agent shall be responsible for all required federal and state reporting related to Arlington RDSPD activities.

8.3 There will be an audit of Arlington RDSPD financial matters each year by the firm who annually audits the accounts of the Fiscal Agent. The responsibility (scheduling and financial obligations) for this audit will reside with the Fiscal Agent.

8.4 All audit results shall be reported to SSA Members within thirty (30) District business days (according to Arlington ISD's administration calendar) of completion of the audit report.

9. Risk of Loss

9.1 Except as otherwise provided in this Agreement, each SSA Member bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal and/or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs.

9.2 Legal fees, expenses and other costs incurred due to complaints, grievances or litigation by parents and/or students enrolled in in the Arlington RDSPD will be assumed by the SSA Member District in which the student resides. SSA Members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters. Further, if the Fiscal Agent incurs legal fees, expenses and other costs regarding a student, the SSA Member District in which the student resides, will reimburse the Fiscal Agent for the fees it has incurred, including without limitation, costs of litigation, attorneys' fees, costs of court (including mediation or arbitration), damages, costs of settlement paid by the Fiscal Agent or any other liability of any kind assessed against the Fiscal Agent. Further, it is agreed that any reimbursement contemplated herein will not exceed \$20,000 (twenty thousand dollars).

9.3 Uncontrollable costs that impact the Fiscal Agent will be shared on a pro-rata basis by the SSA Member Districts according to the percentage of contribution established in operation of the SSA funds.

9.4 Each SSA Member District will insure its owned or leased vehicles used in the transportation of students with disabilities within the statutory maximum limits of school district liability for motor vehicle accidents.

10. Transportation

10.1 Transportation for eligible students to the Arlington RDSPD will be provided by the SSA Member District in which the student is a resident, private transportation provided by parents or their agents, or by contracted transportation in accordance with the law. Member Districts will be responsible for transportation costs related to their students' participation in extracurricular activities and school-

sponsored activities and events that occur before or after the school day. Contracted transportation will be arranged and paid for by the SSA Member District in which the student is a resident.

11. Legal Responsibilities

11.1 SSA Member Districts are solely responsible for the provision of a FAPE to the students who reside in their respective districts, except as otherwise provided herein. For students enrolled in the Arlington RDSPD, AISD will be the LEA for purposes of the provision of a FAPE and state accountability measures.

11.2 SSA Member Districts are responsible for legal costs, court costs and attorneys' fees, resulting from complaints, grievances, administrative proceedings, administrative hearings and litigation directly involving students who reside in their respective districts. SSA Members have the right to select their own legal counsel for handling of such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

11.3 Each SSA Member shall be responsible for legal fees, costs and expenses incurred due to complaints, grievances, or litigation arising from the respective SSA Member's employees, independent contractors, or agents. SSA Members have the right to select their own legal counsel for handling such complaints, grievances and/or litigation, and the SSA Members, Fiscal Agent and Arlington RDSPD agree to cooperate in good faith in such matters.

11.4 The legal responsibilities stated herein shall survive the expiration of this Agreement.

11.5 The RDSPD's ability to serve the SSA Members' students will require the sharing of records. For this reason, the SSA Member Districts designate the RDSPD as a "school official" with a legitimate educational interest in the educational records of students assigned to the RDSPD. Similarly, RDSPD designates the SSA Member Districts as "school officials" with a legitimate educational interest in the educational records of their respective students. Confidentiality of the records maintained by the SSA Member Districts and the RDSPD will be maintained in accordance with the Family Education Rights and Privacy Act ("FERPA") and will not be disclosed to any unauthorized third party, unless specifically allowable under FERPA.

12. Dissolution

12.1 Dissolution of this Agreement shall require the affirmative vote of a quorum of the SSA Member Districts. Upon dissolution, RDSPD funds remaining after any charges and liabilities will be divided among the SSA Member Districts, prorated in the same manner as Paragraph 4.3. The dissolution will take effect on July 1, after the first January following the dissolution vote by the Management Board.

13. The Agreement

13.1 The term of this Agreement is for the 2024-2025 school year. The Agreement may be renewed annually by the participating independent school district's board of trustees for subsequent school years.

13.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Arlington RDSPD and responsibilities under any prior shared services agreement.

13.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity.

13.4 This Agreement is governed by the laws of the State of Texas. Venue, in the event of a suit, shall be in the court of appropriate jurisdiction in Tarrant County.

13.5 The provisions of this Agreement are severable. If any provision of this Agreement violates any law or is unenforceable or invalid, according to a court of competent jurisdiction, then the unenforceability or invalidity of that provision will not render the remaining provisions unenforceable or invalid, and the SSA Members agree that all remaining provisions of this Agreement will remain in full force and effect.

13.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor to that statute or regulation.

13.7 This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party. Notwithstanding the foregoing, any administrative guidance from the Texas Education Agency (TEA) on federal reporting and compliance for shared services arrangements which conflicts with the terms found herein shall be provided to all Member Districts, and will go into effect thirty (30) days after notice is delivered.

13.8 This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

13.9 Notwithstanding any provision of this Agreement, there are no third-party beneficiaries to this Agreement. The parties to this Agreement do not intend to confer any rights to this Agreement, including, without limitation, the right to sue to enforce this Agreement, to any non-party. Nothing in this Agreement may be interpreted to allow any third-party beneficiary to this Agreement.

The parties agree that this Agreement may be signed in multiple counterparts each of which shall be deemed an original for all purposes and is made a part of the original Agreement.

[SIGNATURE PAGE TO FOLLOW]

ARLINGTON INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees *CMH* _____ Date
Program Contact: Cindy Brown, Director of Special Education
Address: Enterprise Centre, 690 E. Lamar Blvd., Suite 200, Arlington, TX 76011
Phone/Email: 682.867.0800 cbrown1@aisd.net

KENNEDALE INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____ Date
Program Contact: Monica Rawls, Director of Special Education
Address: P.O. Box 467, Kennedale, TX 76060
Phone/Email: 817.563.8080 rawlsm@kisdtx.net

MANSFIELD INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____ Date
Program Contact: Dr. Michelle Edwards-Scott,
Executive Director of Special Populations
Address: 1016 Magnolia, Mansfield, TX 76063
Phone/Email: 817.299.4300 MichelleEdwards@misdmail.org

VENUS INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees _____ Date
Program Contact: Jennifer Lonsford, Director of Special Education
Address: P.O. Box 364, Venus, TX 76084
Phone/Email: 972.366.3249 jennifer.lonsford@venusisd.net

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 2, 2024

Consent Item

Subject: Consider Contract for Arlington Chamber of Commerce 2024-2025

Purpose:

To renew the service contract with the Arlington Chamber of Commerce

Background:


Annually, the district has negotiated a service contract with the Arlington Chamber of Commerce that defines continued participation between the district and the Arlington Chamber. The 2022-2023 contract aligns with the district’s strategic plan. The contract cost remains \$95,000 annually.

Components of this year’s contract with the Chamber include:

- Matching speakers and mentors for the Career and Technical Education and Guidance and Counseling departments
- Partnership with the AISD Parent and Community Engagement Department to promote opportunities for business support, including a business engagement strategy that includes a PowerPoint presentation and an informational webpage on the Chamber’s website
- Opportunity for the district to share upcoming events, news and AISD achievements at each bi-monthly meeting
- Entrepreneurship Contest for students in grades 3 – 8 with exclusive Big Idea Lab Summer Camp.
- Eight \$2,500 scholarships benefiting one senior from each traditional AISD high school, Arlington Collegiate High School at TCC-Southeast and Arlington College and Career High School
- Two \$5,000 scholarships for AISD graduating seniors currently enrolled in a STEM pathway
- Student practicum program where the Chamber will secure practicums for AISD students in specific courses
- Marketing support

Recommendation:

The administration recommends approval of the contract.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Anita Foster</p> <hr/> <p>Date: September 13, 2024</p>
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PARTNERS IN EDUCATION CONTRACT 2024-2025

This Partners in Education Contract ("**Contract**") is entered into by and between THE GREATER ARLINGTON CHAMBER OF COMMERCE, a Texas nonprofit corporation ("**CHAMBER**") and the ARLINGTON INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas located within Tarrant County, Texas ("**AISD**").

RECITALS

A. The "Partners in Education" ("PIE") concept or program is intended to support and promote the AISD by encouraging business community involvement in the education process within the AISD. The AISD desires to employ the CHAMBER on an independent contractor basis to provide such services to the AISD.

B. It is the intent of the parties that the CHAMBER and the AISD shall establish and maintain an "arm's length" relationship in which the CHAMBER provides specific, measurable services, as more fully described in this Contract, in exchange for a specific amount of monetary remuneration, as set forth and more fully described in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and agreements expressed in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

A. **Scope of Services.** The CHAMBER shall use its best efforts in rendering certain services to or for the benefit of the AISD as are more specifically described below. Specifically, the CHAMBER will accomplish the following activities ("CHAMBER Services") at the CHAMBER's sole cost and expense. These services support the overarching goals and objectives of the district's strategic plan and direction.

1. Learner Experience: The following services support

Goal: 100% of AISD students will graduate exceptionally prepared for college, career and citizenship

a) **Fostering Business Engagement.** The CHAMBER shall work in collaboration with the PIE Committee members and the AISD's Parent and Community Engagement department to identify and foster business engagement opportunities as a targeted business and community initiative of the Contract. Efforts will be focused on identifying and elevating partnerships that align with the PIE tiered engagement model, in support of community social outreach, campus engagement and workplace experiences. In addition, the Fostering Business Engagement subcommittee will continue to educate and promote

the contract initiatives to reinforce the two primary outcomes: enhancing (i) student academic achievement and (ii) student retention rate among high-need student populations in the AISD. Opportunities and updates will be provided throughout the year.

The subcommittee will continue developing the business engagement strategy, including digital and print collateral and maintain the informational webpage on the CHAMBER's website. The subcommittee will continue with ongoing outreach efforts by presenting to the business community through various open forums and targeted methods as well as conduct follow up meetings to engage interested partners.

b) **Promotional Activities.** The efforts and activities listed in subparagraph (b) (i-vi) will be ongoing throughout the term of this Contract when appropriate. These efforts reflect the CHAMBER's commitment to present the message of the AISD to the public at every location when such a presentation would be advantageous to the AISD and the CHAMBER. These efforts include but are not limited to:

- i) The CHAMBER shall distribute AISD collateral pieces (brochures, magazines, annual reports, etc.) provided by the AISD Communications Department at appropriate CHAMBER events, in new member and relocation packages at the CHAMBER's offices. The CHAMBER shall also promote the AISD's 2022-2027 Strategic Plan via CHAMBER events and collateral pieces where appropriate.
- ii) The CHAMBER's PIE Committee shall provide an opportunity at each bi-monthly meeting for the AISD to share upcoming events, news and achievements.
- iii) The CHAMBER will promote the AISD as one the CHAMBER's key stakeholders on the "partnerships" page of the CHAMBER's website. In addition, a link to the AISD website will be provided to encourage members to learn more about the district to increase exposure and accessibility. As a key stakeholder, the CHAMBER will share social media posts via the CHAMBER's social media platforms. Analytics of website usage will be tracked and can be made available upon request.
- iv) The CHAMBER will feature dedicated educational blog posts to promote and drive current initiatives and engagement opportunities as well as highlight the partnerships between the business community, educational partners and the CHAMBER. Analytics of website usage will be tracked and can be made available upon request.
- v) The CHAMBER shall encourage local businesses to invite school musicians to perform at their business location(s) for events ranging from ribbon cuttings, grand openings/anniversaries, networking events/workshops and/or company outings/retreats. The CHAMBER shall publicize the opportunity to invite the AISD student musicians for such performances via various CHAMBER platforms. The CHAMBER shall attempt to schedule no fewer than twelve (12) such performances. The CHAMBER shall submit to the AISD a detailed account of such performances as part of the final performance report at the end of the Contract term.

- vi) The CHAMBER shall promote the AISD and its achievements through advertising and marketing initiatives in consultation with the AISD Communications Department.
- c) **Partners in Education Committee.** The CHAMBER shall engage the PIE Committee in the performance of the contract. The PIE Committee’s purpose will be to stimulate active involvement from the business community in the educational process within the AISD. Members of the PIE Committee will represent the business community as well as community strategic partners. The AISD commits to appropriately support the work of the committee and subcommittees tasked to fulfill this agreement.
- d) **State of the District Address.** This annual luncheon will be held each August during the term of this Contract on a date to be determined by mutual agreement of the CHAMBER and the AISD. This luncheon shall be held at an AISD venue at no charge. The CHAMBER shall administer and manage ticket prices and the underwriting of the event. The CHAMBER shall bear all risks and costs associated with the management of this event. The CHAMBER shall request a list of AISD vendors and contractors for the sole purpose of recruiting sponsorships and attendance for this luncheon. The purpose of this event will be to allow the AISD Superintendent of Schools to speak to the public concerning the current state of the AISD.

The CHAMBER shall promote the State of the District Address by featuring the event on the CHAMBER’s website and via email and social media platforms. All tickets for this luncheon shall be sold through the CHAMBER. The CHAMBER shall invite various media representatives to attend the luncheon.

2. *Grow & Develop People: The following services support*

Goal: 100% of AISD students will graduate exceptionally prepared for college, career and citizenship

- a) **“What’s Your Big Idea?” Entrepreneurship Contest (WYBIEC).** The CHAMBER shall work in collaboration with the AISD’s Career & Technical Education, Parent & Community Engagement and the Communications departments to create and implement strategies to facilitate the contest process and awards ceremony. The CHAMBER will engage the PIE Committee and the business community to create a dual judging process including a review of all contest entries submitted district-wide to select the student finalists and top winner considerations. The CHAMBER will also provide an additional review and selection process for the top winner considerations to select the top 36 winners. In regards to recognition, the CHAMBER shall administer and underwrite the event including all event logistics and management as well as award communications and procurement. The CHAMBER shall submit to the AISD a written evaluation with statistical analysis of the program’s impact no later than forty-five (45) days after the Entrepreneurship Ceremony.

- i) **High School Contest.** The CHAMBER shall work in collaboration with the AISD's Career & Technical Education, Career+Technical Center and Communications departments to create and implement strategies to facilitate the contest process and awards ceremony. The CHAMBER will also continue to collaborate with the City of Arlington to provide the students with real-world challenges to solve. The CHAMBER will engage the PIE Committee and the business community to implement a judging process including a review of all contest entries submitted district-wide to select the winning team(s), one per challenge category. In regards to recognition, the CHAMBER shall administer and underwrite the event including all event logistics and management as well as award communications and procurement.
 - ii) **“The Big Idea Lab” Summer Camp.** The CHAMBER will work to continue the partnership with the University of Texas at Arlington’s Center for Entrepreneurship and Economic Innovation (the Center) to facilitate an exclusive one-week summer camp to foster the students’ entrepreneurial spirit for all 3rd-8th grade WYBIEC first place winners. The camp will teach the principles of entrepreneurship through a series of activities, exercises and discussions to give them a deep dive into what it really means to be an entrepreneur. The five topics covered will include spirit & mindset, teams & tools, path to market & forecasts, brand & design and pitching 101.
- b) **Entrepreneurship Pathway Support:** The CHAMBER shall develop partnerships with members in the Entrepreneurship pathway to support the growth and implementation of a pitch contest. This will include supporting the creation of an angel network to help fund student businesses, as well as supporting roles such as mentorship, coaching, and a community champion. Additionally, the CHAMBER shall assist in developing an incubator experience for the Practicum in Entrepreneurship students.

3. *College & Career Readiness: The following services support*

Goal: 100% of AISD students will graduate exceptionally prepared for college, career and citizenship

- a) **Scholarships.**
 - i) **Chamber Scholarship.** The CHAMBER shall award eight scholarships benefiting eight AISD graduating seniors, in the amount of \$2,500 each. One senior will be selected from each of the AISD’s six traditional high schools and the two early college high schools to receive the scholarships. The PIE Committee and the AISD shall fully implement this scholarship no later than October 15, 2024.
 - b) **Career Exploration & Mentorship.** The efforts and activities listed in subparagraph (b) will be ongoing throughout the term of this Contract. These efforts reflect the CHAMBER’s commitment to engage businesses in the educational process by providing speakers and mentors in alignment with the PIE tiered engagement model, specifically **“Tier Two (2): Guide Our Youth.”** The CHAMBER will continue building a digital

library of industry-specific speakers and commit to a minimum of 15 new videos per contract year. In addition, the CHMABER will commit to provide a minimum of 10 specific industry-led discussions with student groups such as DECA, UIL, Key Club, P-Tech High Schools, and any CTE pathway as a mentorship component to enhance completed coherence course sequences. The CHAMBER will continue to serve on the planning team and support the College and Career Expo by engaging the business community.

- c) **Cultivating Business for Practicums.** The CHAMBER shall engage businesses in the education process by encouraging businesses to host a practicum student. The CHAMBER shall vet all businesses to ensure they align with the PIE tiered engagement model, specifically “**Tier Three (3): Lead the Change**” and secure a signed employer application from the business partner. The CHAMBER will work closely with the AISD Practicum Specialist to target businesses to create valuable experiences and exposure for AISD seniors. The CHAMBER shall provide support in cultivating new partnerships and expanding existing partnerships in the following pathways for the 2025-2026 school year:

Agriculture: Food & Natural Resources and Floral Design; Architecture and Construction; Arts, A/V Technology, Communications, and Video Game Design; Business Management and Administration; Education & Training; Entrepreneurship; Finance; Government & Public Administration; Health Science; Hospitality, Culinary Arts, and Travel & Tourism; Human Services; Information Technology and Computer Technician; Law, Public Safety, Corrections and Security; Manufacturing; Marketing, Sales & Service; STEM; and Transportation, Distribution, and Logistics.

4. CHAMBER Event Sponsorships: The following is a proposed package for annual events.

- a) AISD shall sponsor and attend the following Chamber events at a Bronze level or higher for the fiscal year 2024-2025. Below lists each major event and the 2024-2025 amount for a bronze sponsorship.
- i. Annual Awards & Dinner – September 2024 - BRONZE - \$1,800
 - ii. State of the City Address – October 2024 - BRONZE - \$1,500
 - iii. Inspired Women Luncheon (IWL) – March 2025 - BRONZE - \$1,700
 - iv. State of the County Address – May 2025 - BRONZE - \$1,500
 - v. State of Higher Education – May 2025 - BRONZE - \$1,500
 - vi. Legends & Leaders – July 2025 - BRONZE - \$2,500

CONSIDERATION FOR SERVICES

A. ***Consideration for Services.*** In consideration for the CHAMBER Services under this Contract, the AISD shall pay to the CHAMBER the amount of One Hundred Five Thousand Five Hundred Dollars (\$105,500.00). This amount shall be paid to the CHAMBER by the AISD in four equal installment payments of Twenty-Six Thousand Three Hundred and Seventy-Five Dollars (\$26,375) each. The first of such payments shall be paid by the AISD to the CHAMBER on or before October 1, 2024, or as soon thereafter as both parties have approved and signed this Contract. Subsequent payments shall be due and payable by the AISD to the CHAMBER on December 1, 2024, March 1, 2025 and June 1, 2025. Payments in subsequent years, if any, if the Contract is renewed pursuant to ***Paragraph C. Term and Termination.*** below, will be made in a similar manner for the Contract year for which the payments are budgeted unless changes in the payment schedules are approved by mutual written agreement.

The AISD funds provided to the CHAMBER under this Contract shall be used only for CHAMBER Services, as may be amended in writing by the mutual agreement of both parties, in accordance with Texas law, and in accordance with any plans or budgets presented to and approved by the AISD Board of Trustees. The AISD funds provided to the CHAMBER hereunder shall not be used to support generally any other activities of the CHAMBER or to support generally the CHAMBER.

It is recognized that all payments are subject to appropriation and funding in the annual budget of the AISD as adopted each year by the AISD Board of Trustees.

Additionally, the AISD agrees to make available to the CHAMBER copies or original documents (from which the CHAMBER may reproduce additional copies) of: the AISD reports, papers and data that would be helpful to the CHAMBER in performing CHAMBER Services; provided, however, the AISD may withhold any documents that the AISD, in its sole discretion, determines to contain confidential information. Further, prior to making available to the CHAMBER any document that pertains to or contains information about a specific individual student, the AISD will obtain prior written consent from one or more of that student's parents or legal guardians.

B. ***Independent Contractor Status.*** The CHAMBER is acting as an independent contractor when providing CHAMBER Services. The CHAMBER shall manage CHAMBER Services, the results of which are to meet with the approval of the AISD in its reasonable business judgment. It is further agreed that the AISD will utilize, and the CHAMBER will place high priority upon, the following mechanisms for the AISD Board of Trustees to evaluate and determine the adequacy of the results of CHAMBER Services provided under this Contract: the AISD Board of Trustees' annual or periodic public hearing process for the AISD's operating budget; the AISD Board of Trustees' annual or periodic review of the CHAMBER Services and budget for same; written and oral CHAMBER presentations to the AISD Board of Trustees; periodic meetings between the CHAMBER and the AISD staff.

The CHAMBER shall meet with the AISD staff not less than one time each calendar quarter. At those meetings, the CHAMBER will, among other things, report the progress and accomplishments of the CHAMBER's efforts.

C. **Term and Termination.** This Contract shall be for a period of one year commencing on September 1, 2023 and ending on August 31, 2025. With the written consent of both parties, the Contract may be renewed and extended, on an annual basis, for additional one (1) year period. The amount of funding for any renewal must be approved by the AISD Board of Trustees.

Either party may terminate this Contract upon ninety (90) days written notice to the other party. In the event of termination, the AISD shall owe only those installment payments due through the date of termination and will not be responsible for subsequent installment payments.

Within ninety (90) days after the expiration or termination of this Contract, the CHAMBER shall deliver to AISD all assets, documents and information, if any, purchased, developed or compiled substantially with funds paid by the AISD to the CHAMBER for CHAMBER Services, and shall furnish a copy of all information acquired, accumulated and assembled during the term of this Contract relating to such CHAMBER Services.

D. **Reporting.** During the contract term, the CHAMBER shall provide the AISD with written performance reports. One detailing the outcome of the CHAMBER's annual audit, including the audited financial statement and copies of the CHAMBER's management letter, prepared by the CHAMBER's independent auditor, within ten (10) days of its presentation to the CHAMBER's Executive Committee and/or Board of Directors; one detailing the outcome of the WYBIEC and Ceremony, forty-five (45) days after the event; and a final performance report at the end of the Contract term detailing all work performed in the three performance objective areas listed in the Contract. Additionally, the CHAMBER will provide the AISD with such oral and written performance reports as may be reasonably required by the AISD, if any. At any point during the term of this Contract, at a regularly scheduled AISD Board Meeting, the CHAMBER shall be available to make a presentation to the AISD Board of Trustees reporting the results of each CHAMBER Service.

The CHAMBER shall make available the financial records associated with this Contract upon request and reasonable advance notice by the AISD, members of the AISD staff, or the AISD Board of Trustees.

Records of the CHAMBER relative to performance of this Contract shall be open to the public; provided, however, nothing herein shall be construed to: (i) require greater disclosure than state law requires, as may be determined by court order or Attorney General's opinion; or (ii) imply that the CHAMBER itself is subject to the Open Records Act.

E. **Notices.** Any notices or other communications including prompt notice of any change of address, or any other matters required or desired to be given to the AISD or the CHAMBER shall be given in writing or delivered by courier, overnight delivery service,

facsimile transmission, or through the United States Postal Service, postage prepaid and by certified mail, return receipt requested, at the following addresses:

CHAMBER: Greater Arlington Chamber of Commerce
505 E. Border St.
Arlington, Texas 76010
Attention: President & CEO

AISD: Arlington Independent School District
690 E. Lamar Blvd.
Arlington, Texas 76011
Attention: Superintendent of Schools

F. **Binding Contract.** This Contract is binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

G. **Headings.** The headings and captions in this Contract are for convenience only and shall in no way amend, modify, or in any way affect the substance of this Contract.

H. **Governing Law and Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Tarrant County, Texas. ANY DISPUTES OR CLAIMS ARISING OUT OF THIS AGREEMENT, OR BREACH THEREOF, SHALL BE LITIGATED EXCLUSIVELY IN THE COURTS OF TARRANT COUNTY, TEXAS.

I. **Sole Agreement.** This Contract, including any attached schedules or exhibits, constitutes the sole and only agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties pertaining to such subject matter.

J. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' fees.

K. **Counterparts.** This Contract may be executed in several counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Contract.

L. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

M. **Construction.** The parties acknowledge that the parties and their counsel have had an opportunity to fully review and negotiate this Contract and that the normal rule of

construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

N. HOLD HARMLESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY SHALL HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS OR DAMAGES THAT ARISE FROM OR ARE RELATED TO THE ACTS OR OMISSIONS OF ITS RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS AS THEY ARISE FROM OR ARE RELATED TO THIS CONTRACT. NOTHING IN THIS CONTRACT AGREEMENT WAIVES ANY PARTY'S IMMUNITY.

O. THE CHAMBER AFFIRMS THAT IS DOES NOT AND WILL NOT BOYCOTT ISRAEL DURING THE TERM OF THE CONTRACT. TEX. GOV'T. CODE SECTION 2270.

**GREATER ARLINGTON CHAMBER
OF COMMERCE**

**ARLINGTON INDEPENDENT
SCHOOL DISTRICT**

By:

By:

Michael Jacobson, President & CEO

_____ *CMje*
Dr. Matt Smith Superintendent

Date: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CHAMBER ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael Jacobson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **GREATER ARLINGTON CHAMBER OF COMMERCE**, a nonprofit corporation of Tarrant County, Texas, and as the President thereof, and for the purposes and consideration therein express and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.

[SEAL]

Notary Public In and For The State of Texas

Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

AISD ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Matt Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, an independent school district of the State of Texas, Tarrant County, Texas, and as the Superintendent thereof, and for the purposes and consideration therein express and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.

[SEAL]

Notary Public In and For The State of Texas

Notary's Printed Name

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

Meeting Date:	October 03, 2024	Consent Item
Subject:	Texas Teacher Evaluation and Support System (T-TESS) Appraisers	

Purpose:

The purpose of this consent item is to approve the Texas Teacher Evaluation and Support System (T-TESS) list of district administrators who evaluate teachers through T-TESS. The proposed list of additional appraiser(s) for the 2024-2025 school year is attached for consideration.

Background:

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

Recommendation:

The administration recommends the Board approve the Texas Teacher Evaluation and Support System list of additional appraisers for the school year 2024-25.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: September 24, 2024

**Arlington ISD
T-TESS Appraiser List
2024-25 SY**

Last Name	First Name	Job Title	Location/Campus
Burns	Kelley	Assistant Principal	Duff Elementary
Collado	Jason	Assistant Principal	Sam Houston High School
Harman	Kristin	Assistant Principal	Little Elementary
Lowe	Britney	Assistant Principal	Bowie High School
Manning	Crishetta	Assistant Principal	Lamar High School
Odum	George	Assistant Principal	Gunn Jr High School
Payne	Renisha	Assistant Principal	Nichols Jr High School
Shank	Courtney	Assistant Principal	Moore Elementary
Thomas	Cathy	Principal	Center for Visual and Performing Arts
Thompson-Davis	Nicholas	Assistant Principal	Lamar High School
Whitehead	Amanda	Assistant Principal	Ashworth Elementary
Butler	Ricardo	Assistant Principal	Nichols Jr High School
Peragine	Angela	Principal	Anderson Elementary
Gonzalez-Morales	Liznel	Principal	Crow Leadership Academy
Britton	Wendy	Principal	Moore Elementary
Jackson	Raven	Assistant Principal	Moore Elementary

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

Regular Meeting

September 5, 2024
5:00 p.m.

Members Present: President Justin Chapa, Vice President Sarah McMurrough, Secretary Brooklyn Richardson, Melody Fowler, Larry Mike, David Wilbanks, and Leanne Haynes

Members Absent: None

Media Present: None

CALL TO ORDER: Room 401

President Chapa called the meeting to order in room 401 at 5:26 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

WORKSHOP:

A. Governance Workshop

Dr. Smith provided the board of trustees with a review of the 2023-2024 Board of Trustee handbook. The review included discussion of any modifications to the Board of Trustee calendar, goals, code for civility and operating procedures.

CLOSED MEETING: Board Conference Room

President Chapa adjourned to closed meeting at 6:14 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. Personnel, including New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation
 - a. Internal Auditor
2. Consult Attorney Regarding Potential and Pending Litigation
3. Discipline of a public-school child under Tex. Government Code 551.082
4. Texas Education Agency (TEA) Docket No. 274-SE-0424

RECONVENE INTO OPEN SESSION: Board Room

President Chapa convened the Board into the open meeting at 7:35 p.m. with all seven trustees present.

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:

Andrew Steele, a 6th grader at Duff Elementary, led the audience in the Pledge of Allegiance. President Chapa called for a moment of silence.

OPEN FORUM FOR AGENDA ITEMS: None

PROGRAM AND/OR PRESENTATION:

A. Student Performance

Arlington High School’s Chamber Orchestra Director Dr. Kris Chapman led a performance to “Impravada.”

B. Student Leadership Advisory Board (SLAB) Introduction

Dr. Jarchow, Executive Director of High Schools, reported that the Student Leadership Advisory Board (SLAB) is made up of the junior class president from each of the six traditional high schools, as well as from Arlington Collegiate High and Arlington College and Career High. The purpose of the SLAB is to represent AISD student opinion and provide student voice to the Board of Trustees and the AISD community. While they do not have official voting rights, the students participate in committees such as the Citizens Bond Oversight Committee. The president for 2024-2025 school year is senior Kara Peterson from Lamar High School, who works with Board President Justin Chapa.

School	Slab Leader	Board Member
Arlington Collegiate HS	Salatua Nua	Sarah McMurrough
Arlington College/Career HS	Leo Rodriguez	Brooklyn Richardson
Arlington HS	Camila Howard	Melody Fowler
Bowie HS	Macy Nguyen	Larry Mike
Lamar HS	Fred Threats	David Wilbanks
Martin HS	Taylor Boshek	Leanne Haynes
Lamar HS	Kara Peterson	Justin Chapa
Sam Houston HS	Angeli Gonzalez	Brooklyn Richardson
Seguin HS	Lyndsey Nguyen	Melody Fowler

C. Student of the Month

Arlington High School Principal Stacie Humbles recognized Mikayla Cathcart as student of the month for September.

D. Community Partner Award of Appreciation

Executive Director of Engagement, Equity and Access, Aaron Perales presented Rush Creek Church for the Community Partner Award of Appreciation. Mr. Perales spoke about the community partnership Rush Creek Church has provided for over a decade. Rush Creek Church has been an extraordinary partner and sponsor of our Arlington ISD Back to School Kickoff event, generously contributing nearly \$50,000 to

ensure our event's success. Their commitment goes beyond mere sponsorship; Rush Creek Church has become an integral part of our community's annual tradition.

Pastor Marty Collier addressed the board and thanked them for their recognition.

APPOINTMENTS:

Superintendent Dr. Smith recommended that the Board ratify and appoint the individual(s) discussed in closed session for campus administrative positions.

Motion by Vice President Sarah McMurrrough, second by Melody Fowler, to approve the campus administrative appointments as recommended in closed session.

Voting For: 7
Voting Against: 0

Dr. Smith introduced:

Ricardo Butler as the new Assistant Principal for Nichols Junior High. Mr. Butler was previously the Assistant Principal for Atherton Elementary.

RECESS

President Chapa adjourned the meeting at 8:04 p.m. for a brief recess. The meeting was reconvened at 8:15p.m. with all seven trustees in attendance.

REPORTS:

A. Governance Committee Report

Vice President Sarah McMurrrough, serves as Governance Committee Chair and reported on the previous committee meeting discussions. The committee reviewed board policies and Superintendent's evaluation tool. Vice President McMurrrough also provided an update on the evening's governance workshop.

B. Recruitment and Retention Report

Scott Kahl Assistant Superintendent of Human Resources provided an update on the district-wide recruitment initiatives and employee attrition rates. Mr. Kahl shared the progress of classroom teacher annual recruitment, the Bridge Substitute program, and bus driver recruitment. College recruiting strategies, process efficiency improvements, and annual employee attrition trends were covered.

Cliff Peek, Director of Recruitment & Substitute Request, provided additional information related to Special Education openings as well as the recruiting strategies.

C. 2024-25 District Goals Report

Superintendent Dr. Smith previewed the 2024-2025 District Goals Development Plan. The purpose is to engage trustees in the continued development discussion of the 2024-25 Arlington ISD priorities. Dr. Smith previewed draft priorities for board consideration. The next step for the administrative team will be to develop an annual target in SMART goal format for Board consideration.

ACTION:

A. Tax Rate Adoption

Chief Financial Officer Darla Moss presented the proposed 2024 Tax rate. Based on the 2024 property values certified by Tarrant Appraisal District as of July 25, 2024, and the Maximum Compressed Rate (MCR) determined by the Texas Education Agency, administration proposed a tax rate of \$ 0.8128 for maintenance and operations and \$0.2907 for interest and sinking, for an overall total rate of \$1.1035 per \$100 valuation. The total tax rate of \$1.1035 is \$0.0121 less than the 2023 tax rate and less than the tax rate advertised on the Notice of Public Hearing published on June 7, 2024.

Motion by David Wilbanks, second by Melody Fowler, to adopt the total tax rate of \$1.1035 per \$100 of assessed valuation for Arlington Independent School District for the tax year 2024. This tax rate is comprised of \$0.8128 per \$100 of assessed valuation for Maintenance and Operations and \$0.2907 per \$100 of assessed valuation for Interest and Sinking.

Voting For: 7
Voting Against: 0

B. Consider Texas Education Agency (TEA) Docket No.274-SE-0424

Motion by Lee Anne Haynes, second by Secretary Brooklyn Richardson, to authorize the Superintendent to resolve TEA Docket No. 274-SE-0424.

Voting For: 7
Voting Against: 0

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
25-05a Academic Educational Consultants and Professional Development Services
- C. Approval of Purchases Greater Than \$50,000
24-09-05-01 Dual Credit Tuition
24-09-05-02 Data Analysis
24-09-05-03 Student Certifications
24-09-05-04 Cafeteria Tables

- 24-09-05-05 Fire Alarm Conversion
- 24-09-05-06 Fire Alarm & Sprinkler Repairs
- 24-09-05-07 Fine Arts Risers
- 24-09-05-08 RTU Replacement
- 24-09-05-09 Fire Alarm Panel Replacement
- 24-09-05-10 Software
- 24-09-05-11 Software
- 24-09-05-12 Video Surveillance Equipment
- 24-09-05-13 IP Cameras
- 24-09-05-14 IP Cameras
- 24-09-05-15 Testing Materials
- 24-09-05-16 College Textbooks
- 24-09-05-17 Professional Learning

- D. Approval of Staff Development Waiver 2024-25 School Year
- E. Approval of Audit Plan
- F. Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- G. Approval of Minutes of Previous Meetings, August 2024

Motion by David Wilbanks, second by Melody Fowler, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

OPEN FORUM FOR NON-AGENDA ITEMS:

Lizbeth Sarmiento joined virtually to discuss concerns related to classroom with no teacher.

Paige Garcia spoke on leveling in schools.

Luciano Varela and Deb McDuffie shared information with the Board on the “Beats for Good” contest.

SUPERINTENDENT’S REPORT:

Superintendent Dr. Smith will send his report to the board.

SCHOOL BOARD’S REPORT:

Secretary Brooklyn Richardson summarized the board’s requests:

David Willbanks requested the total expenses for training alternative certification teachers.

Vice President Sarah McMurrough requested that the teacher fill rate be included in the board report, along with new hires and resignations.

President Justin Chapa asked for follow-up numbers on student participation in the Ready Set Teach program pipeline.

Leanne Haynes suggested adding the word “families” to box 3 (Culture) in the draft priorities of the Superintendent’s report.

ADJOURNMENT:

President Chapa adjourned the meeting at 10:53 p.m. The Board did not return to closed session.

**END OF RECORDED MINUTES
September 5, 2024**

Secretary

President

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
THE BOARD OF TRUSTEES
Minutes**

Regular Meeting

Thursday, September 19, 2024
5:00 PM

Members Present: President Justin Chapa, Vice President Sarah McMurrough, Secretary Brooklyn Richardson, Melody Fowler, David Wilbanks, and Leanne Haynes

Members Absent: None

Media Present: Arlington Report

CALL TO ORDER: Room 401

President Chapa called the meeting to order in room 401 at 5:05 p.m. with six trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas. Larry Mike was not present.

WORKSHOP:

A. Academic Progress Workshop

Chief Academic Officer Dr. Steven Wurtz provided an opportunity for the trustees and the administrative team to collaboratively reflect on our students' outcomes and general findings as we consider next steps and calibrate on the 2024-2025 District Improvement Plan and HB 3 goals.

CLOSED MEETING: Board Conference Room

President Chapa adjourned to closed meeting at 6:15 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.

Trustee Larry Mike arrived and attended beginning at 6:15 p.m.

RECONVENE INTO OPEN SESSION: Board Room

President Chapa convened the Board into the open meeting at 7:01 p.m. with all seven trustees present at the Administration Building. Members of the public could access the meeting via AISD website at www.aisd.net.

OPENING CEREMONY:

Melody Fowler led the audience in the Pledge of Allegiance. President Chapa called for a moment of silence.

PUBLIC HEARING: FIRST Public Hearing Report- Financial Integrity Rating System of Texas

President Chapa opened the Public Hearing regarding the Financial Integrity Rating System of Texas at 7:12 p.m.

Dr. Smith reported that the Texas Education Agency had released its 2024 financial accountability ratings for all Texas school districts. State law requires each district to hold a public hearing to discuss its rating and to invite public comment on the rating. He introduced Chief Financial Officer, Darla Moss, to present a report on the financial accountability rating.

Ms. Moss presented a report on AISD's financial accountability rating. The School Financial Integrity Rating System of Texas (FIRST) rating for the Arlington Independent School District for 2023-2024 is 100 (A = Superior Achievement).

There were no speakers from the audience, and President Chapa closed the Public Hearing at 7:13 p.m.

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENTS: None

REPORTS:

A. Finance and Academics Committee Report

Secretary Brooklyn Richardson, who serves as Finance and Academic Committee Chair reported on the previous committee meeting discussions.

B. Policy Update - 1st Reading

Deputy Superintendent Dr. Collins presented Policy Update 123, which included both legal and local updates. Additionally, two local policy revisions discussed by the Board Governance Committee were presented for consideration. No action was requested at this time; however, action will be sought at a future Board meeting.

ACTION:

A. 2024-25 District Priorities Adoption

Superintendent Dr. Smith previewed the 2024-2025 District Priorities. The purpose is to engage

trustees in the adoption of the 2024-25 Arlington ISD priorities. Dr. Smith presented the draft priorities for Board consideration as follows: Academic Growth, Culture, Safety and Discipline, Engagement, and Resources. Based on the adopted priorities, the administrative team will draft annual targets for Board consideration.

Trustees discussed the inclusion of families in cultural priorities and considered adding marketing to the list. A suggestion was made to adopt the current priorities while revising "Marketing" to "Engagement."

Vice President Sarah McMurrough made a motion that the district adopt the following priorities: academic growth as stated culture with the addition of parents, safety/discipline and marketing and engagement and resources.

Motion by Vice President McMurrough, second by Melody Fowler.

There was a Motion to amend the motion by Ms. Haynes to keep engagement and not add "marketing" to the priority list.

Motion by Leanne Haynes, second by President Chapa.

Call to the motion by David Wilbanks, with no second. The vote then took place on the motion to amend.

Voting For: 2
Voting Against: 5

Motion to amend failed. Then the primary motion from Vice President Sarah MacMurrough that parents are included in culture and to amend engagement to become engagement and marketing.

Voting For: 7
Voting Against: 0

CONSENT ITEMS:

A. Approval of Purchases Greater Than \$50,000

- 24-09-19-01 Fire Alarm Panel Replacement
- 24-09-19-02 Elevator Communication Devices District-Wide
- 24-09-19-03 Services Related to HVAC Project at Fitzgerald ES
- 24-09-19-04 Classroom Projector Refresh at Morton ES
- 24-09-19-05 Classroom Projector Refresh at Nichols JHS
- 24-09-19-06 Classroom Projector Refresh at Peach ES
- 24-09-19-07 Classroom Projector Refresh at Rankin ES
- 24-09-19-08 Classroom Projector Refresh at Sherrod ES
- 24-09-19-09 Intermediate Distribution Frame Remediation at Barnett JHS
- 24-09-19-10 Auditorium Repairs & Maintenance
- 24-09-19-11 Summer Music Theatre Camp
- 24-09-19-12 Special Education School Buses
- 24-09-19-13 Regular Education School Buses
- 24-09-19-14 Transportation Services

- B. Approval of Donations to the Arlington Independent School District
- C. Approval of Bids, Purchases, Construction Items

New bids presented on the consent agenda:
25-04b All Purpose Supplies, Equipment and Services Qualifying Bid
25-11 Dual Quarterly Copy Paper
25-12 Science Supplies for Inventory & Catalog
25-14 2024 HVAC Renovations to Fitzgerald Elementary Schools

Listed below is the bid renewal requiring Board approval:
23-17 Communications Marketing and Services

- D. Approval of Salvage Property
- E. Approval of Monthly Financial Report
- F. Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- G. Approval of Budget Amendment #1

Motion from David Wilbanks second by Melody Fowler, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

OPEN FORUM FOR NON-AGENDA ITEMS: 3

Eric Crile spoke on Tarrant appraisal district
Chris Dobson - No show.
Sayeda Bliquees Syed- TAD board appointment

SUPERINTENDENT'S REPORT:

Superintendent Dr. Smith reported that this week marked the official start of Hispanic Heritage Month. Dr. Smith thanked the Wimbish World Language Academy for the invitation to get into the spirit by greeting students on campus with a mariachi band. Dr. Smith also thanked the North Davis Church of Christ for being great partner for the school.

Dr. Smith recognized two Bowie High School P-TECH students as they earned part-time jobs with Dental Health Arlington while still in school. Juan Guzman and Ivana Joby earned the opportunity not just because of their own hard work, but also because of the impression fellow Bowie P-TECH students made with their work at our Back-to-School Kickoff working with the dental office.

Dr. Smith thanked the Texas Rangers, the Rangers Foundation and Corey Seager for donating their time and resources to help students in the Families in Transition program. Thirty of our students were provided with back-to-school shopping sprees at a local Academy with Corey Seager and other Texas Rangers players.

Fifth graders at Short Elementary have been hard at work gardening as part of the Eat Well Feel Well program. The 10-week program empowers our students to grow their own fruits and vegetables with the goal of creating a healthier lifestyle.

SCHOOL BOARD'S REPORTS:

Secretary Brooklyn Richardson and Larry Mike reported on their attendance at the Mexican American School Board Association (MASBA) conference.

Larry Mike reported on his recent visits to Sam Houston High School and Venture High School campuses.

Melody Fowler extended her thanks to Vice President Sarah McMurrough for her role hosting the NTAASB meeting at Berry Elementary.

Leanne Haynes mentioned AHS students involved in scouting, while River Legacy had a contest featuring Wimbish students.

Vice President Sarah McMurrough acknowledged the Arlington ISD administrative staff at campus staff at Berry Elementary.

ADJOURNMENT:

President Chapa adjourned the meeting at 8:32 p.m. The Board did not return to closed session.

**END OF RECORDED MINUTES
September 19, 2024**

Secretary

President