

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Tuesday, June 11, 2019
5:30 p.m.**

NOTICE of Regular Meeting of the Board of Trustees at the Administration Building, Board Room, 1203 West Pioneer Parkway, Arlington, Texas

CALL TO ORDER: Board Work Session: 5:30 p.m., Conference Room “B”

During this open meeting work session, Board Members may discuss and ask AISD staff questions concerning any of the subjects listed in the Notice/Agenda under the headings of Program and/or Presentation, Appointments, Public Hearing, Action Items, Consent Items and Discussion Items.

CLOSED MEETING: *Following Board Work Session, 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).

RECONVENE INTO OPEN SESSION: Approximately 7:00 p.m., Board Room

OPENING CEREMONY:

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

- A. Recognition of Student Winner for Arlington 4th of July Parade Logo

INTRODUCTION:

- A. Introduction:
Assistant Principal for Martin High

PUBLIC HEARING:

- A. Optional Flexible School Day Program 2018-2019
- B. Optional Flexible School Day Program 2019-2020

OPEN FORUM FOR AGENDA ITEMS:

Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President no later than **6:55 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 five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA:

CONSENT ITEMS:

Materials relating to the items to be acted upon in the Consent Agenda are provided to the Board Members for study and review prior to the meeting. The items contained in the bid portion of the Agenda have been endorsed by the Board Members during the budget process.

- A. Consider Purchases Greater Than \$50,000 Exempt from Bid (pg. 7)
 - 19-06-11-001 Band Towers
 - 19-06-11-002 School Liability Insurance & Worker’s Compensation Administration
 - 19-06-11-003 Apple™ Products
 - 19-06-11-004 Rental Car Services
 - 19-06-11-005 Annual Waste Disposal Services
 - 19-06-11-006 Legal Services
- B. Consider CTE Innovative Course Approval for 2019-2020: Sports & Entertainment Marketing II (pg. 9)
- C. Consider Innovative Course Approval for 2019-2020: Principles of Cybersecurity (pg. 10)
- D. Consider 2019-2020 Juvenile Justice Alternative Education Program Memorandum of Understanding (pg. 11)
- E. Consider Resolution and Agreement to Extend Depository Contract for Funds (pg. 19)

DISCUSSION / ACTION:

- A. Preliminary 2019-2020 Budget (pg. 23)

OPEN FORUM FOR NON-AGENDA ITEMS:

Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President no later than **6:55 p.m.** This

second Open Forum allows individuals to address the Board on any subject, except personnel. Any personnel concern should be brought directly to the attention of 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 five (5) minutes. When more than one individual wishes to address the same topic, the Board 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 REPORT:

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 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.

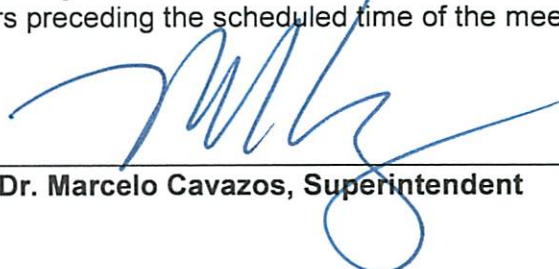
Section 551.084 - For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

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.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 7th day of June, 2019 at 5:30 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, 1203 West Pioneer Parkway, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

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

Meeting Date: June 11, 2019

Consent Item

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

Purpose:

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

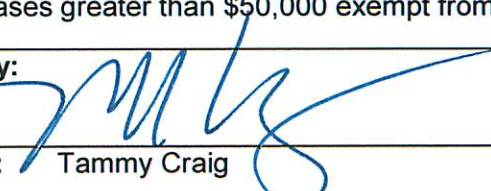
Background:

Board policy CH Local reads "any such purchases that cost \$50,000 or more in the aggregate over a one-year period of time shall require Board approval before a transaction may take place." Listed below are the purchases over \$50,000 exempt from bidding that now require Board approval:

- 19-06-11-001 Band Towers
- 19-06-11-002 School Liability Insurance & Worker's Compensation Administration
- 19-06-11-003 Apple™ Products
- 19-06-11-004 Rental Car Services
- 19-06-11-005 Annual Waste Disposal Services
- 19-06-11-006 Legal Services

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Tammy Craig
	Date: 06/05/2019

Arlington Independent School District
Purchases Greater than \$50,000 Exempt from Bid
Date: June 11, 2019

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
19-06-11-001	Plant Services	Melhart Music Center (V#13471000)	Band Towers for Arlington, Lamar, Martin & Seguin High Schools	\$ 226,400.00	TASB Buyboard (575-18)
19-06-11-002	Finance	TASB Risk Management (V#14430000)	School Liability Insurance & Worker's Compensation Administration	\$ 700,000.00	Interlocal Agreement
19-06-11-003	Technology	Apple, Inc. (V#332000)	All Apple™ Supplies, Equipment, Maintenance & Services	\$ 998,000.00	DIR Contract (DIR-TSO- 3789)
19-06-11-004	Transportation	Enterprise Rent-A-Car (V#100267) Avis Budget Group(V#11429000) & Hertz Corporation	Rental Car Services	\$ 100,000.00	State of Texas Contract
19-06-11-005	Plant Services	Republic Services of Texas (V#10273722)	Annual Waste Disposal Services	\$ 850,000.00	Single Source
19-06-11-006	Finance	Eichelbaum, Wardell, Hansen, Powell & Mehl, P.C. (V#10278045)	Legal Services	\$ 850,000.00	Professional Service

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 11, 2019

Consent Item

Subject: CTE Innovative Course Approval for 2019-2020: Sports & Entertainment Marketing II

Purpose:


To approve the implementation of the state-approved innovative course Sports & Entertainment Marketing II as required by TEA.

Background:

AISD currently offers the one semester course of Sports & Entertainment Marketing at the Dan Dipert Career + Technical Center and offered it previously at various campuses. This is the only course offered specifically for this pathway. This level two course prepares the students for a practicum course in Sports & Entertainment Marketing at several local business and entities including the Texas Rangers and UTA Athletics. Sports & Entertainment Marketing II is necessary to provide a more comprehensive pathway in this endorsement area.

Recommendation:

Administration recommends that the course is approved (see attached) to provide students with an additional course specifically for this pathway and endorsement area that will better prepare them to enter the practicum course or into a college degree plan.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz
	Date: May 28, 2019

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

Meeting Date: June 11, 2019

Consent Item

Subject: Innovative Course Approval for 2019-2020: Principles of Cybersecurity

Purpose:


To approve the implementation of the state-approved innovative course Principles of Cybersecurity as required by TEA.

Background:

The STEM Academy at Martin High School received a grant from Toyota to implement the Project Lead the Way (PLTW) Computer Science program. The program is designed for a pathway in Cybersecurity. The pathway includes three courses that will be implemented over the next two years. PLTW Computer Science Essentials and PLTW Cybersecurity will be implemented beginning in the 2019-2020 school year and PLTW Computer Science Principles during the 2020-2021 school year. The PLTW Cybersecurity course uses the TEA state approved innovative course Principles of Cybersecurity (N1302810).

Recommendation:

Administration recommends that the course is approved (see attached) to provide students with an additional course specifically for this pathway and endorsement area that will better prepare them to enter the practicum course or into a college degree plan.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz
	Date: May 27, 2019

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

Meeting Date: June 11, 2019	Consent Item
Subject: Consider 2019-2020 Juvenile Justice Alternative Education Program Memorandum of Understanding	

Purpose:


To present the 2019-2020 Juvenile Justice Alternative Education Program Memorandum of Understanding to the Board of Trustees for approval.

Background:

Pursuant to Chapter 37 of the Texas Education Code, this memorandum of understanding is entered into by the AISD and Tarrant County. There are no changes in the terms contained in the MOU from the previous academic year. The state will pay \$86.00 per day for each day of attendance for mandatory placements at JJAEP. AISD will pay \$129.00 per day for every day of attendance for discretionary placements at JJAEP.

Recommendation:

The administration recommends the Board of Trustees approve the 2019-2020 Juvenile Justice Alternative Education Program Memorandum of Understanding as it is presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Michael Hill
	Date: June 3, 2019

Attachment "A"

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

Term of Agreement: August 1, 2019 – July 31, 2020

**TARRANT COUNTY JUVENILE BOARD
TARRANT COUNTY JUVENILE SERVICES
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

WHEREAS, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

WHEREAS, the Districts of Tarrant County desire to participate in and positively support the Program.

NOW, THEREFORE, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington
Azle
Birdville
Burleson
Carroll
Castleberry
Crowley
Eagle Mountain-Saginaw
Everman

Fort Worth
Grapevine-Colleyville
Hurst Euless Bedford
Keller
Kennedale
Lake Worth
Mansfield
Northwest
White Settlement

3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6th – 12th or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), or (f), and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a law enforcement report. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, TEA withdrawal form, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, TAKS/STAAR/EOC test profile sheet, recent TAKS/STAAR/EOC scores, graduation plan, immunization record, special education records including recent admission

review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2019 to July 31, 2020, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 90 successful days of attendance with appropriate behavior. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or

probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison**: The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation**: Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program**: The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review**: The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan**: The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education**: The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided

by the JJAEP will be provided by the school district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1st each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2019, and will end on July 31, 2020.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the _____ day of _____, 2019.

Arlington Independent School District Tarrant County

By: _____
Board of Trustees, President

By: Melody Wilkinson
Juvenile Board, Chairman

By: Sam McEl
Director, Juvenile Services

Attest:

By: _____
Board of Trustees, Secretary

Recommended:

By: _____
Superintendent

Attachment A

JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

Projected # of new discretionary referrals to the JJAEP for the 2019/2020 School Year:

Priority 1

of new discretionary Title 5 felonies and registered sex offender referrals:

4

Priority 2

of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

3

Priority 3

of other new discretionary referrals, such as serious misbehavior while in a DAEP:

10

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2019/2020 School Year:

17

Arlington 1SD
District

District Liaison Signature

Date

Arlington Independent School District Board of Trustees Communication

Meeting Date: 06-11-2019	Consent Item
Subject: Resolution and Agreement to Extend Depository Contract for Funds	

Purpose:

To provide the Board the opportunity to approve a resolution and agreement to extend the District's current Depository Contract for Funds with JPMorgan Chase Bank, N.A.

Background:


Texas Education Code Chapter 45, Subchapter G, School District Depositories, requires school districts to enter into a contract with a qualifying bank for depository and banking services every two years, with the option to include provisions to extend the contract for two additional two-year terms. The District's current contract with JPMorgan Chase Bank, N.A. (Bank) was executed for the period July 1, 2017, through June 30, 2019 under the District's Local Innovation Plan for Districts of Innovation (DOI Plan). Without the DOI Plan, the District would be required to accept new proposals from qualifying banks for a new contract for the period July 1, 2019 through June 30, 2021, as a basis for a new contract.

Under the DOI Plan, however, the District sought exemption from TEC §45.205. This exemption allows the District flexibility to extend the current contract with the Bank for one additional two-year period without accepting new proposals from all qualifying banks. In order to exercise this option, the DOI Plan requires the District to evaluate the Bank's current performance under the existing contract and, assuming the Bank's performance was satisfactory, successfully negotiate new terms for the next two year period. A committee composed of the Chief Financial Officer, Executive Director of Finance, Director of Budget and Cash Management, Budget Specialist and Treasurer evaluated the Bank's current performance as excellent, and successfully negotiated new terms for an extended two-year period.

Extending this contract for one additional two-year period under the negotiated terms would be beneficial to the District.

Recommendation:

Administration recommends that the Board extend the current depository contract with JPMorgan Chase Bank, N.A., for the period July 1, 2019, through June 30, 2021, by executing the attached Board resolution and agreement.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Tony Drollinger Date: May 17, 2019
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**EXTENSION OF ARLINGTON INDEPENDENT SCHOOL DISTRICT OF
DEPOSITORY CONTRACT FOR FUNDS**

This **EXTENSION AGREEMENT OF DEPOSITORY CONTRACT FOR FUNDS** (this “Extension Agreement”) dated _____, 2019 is made and entered into by and between the **Arlington Independent School District** (the “District”) and **JPMorgan Chase Bank, N.A.** (“Bank”).

WHEREAS, District and Bank are parties to a Depository Contract for Funds of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories, as accepted by the District on June 2, 2011 (as amended from time to time, the “Agreement”), which was entered into based on Bank’s Proposal to Provide Bank Depository Services to the District, Bid. No. 11-134, dated May 6, 2011 (the “Proposal”);

WHEREAS, the District’s Board of Trustees adopted the District of Innovation Plan (the “Plan”), which provides for certain statutory exemptions under the Plan;

WHEREAS, the District sought an exemption to Texas Education Code, Section 45.205, which limits the terms of the District’s depository contract to two years, with the ability to extend the contract for two additional two-year terms, prior to initiating a formal Request for Proposal for a new contract;

WHEREAS, the Agreement’s additional two-year term expires on June 30, 2019;

WHEREAS, based on the evaluation of the services provided by the Bank and the items listed in the Plan, the District desires, and the Bank agrees, to extend the Agreement an additional two-year term, subject to the terms and conditions provided in this Extension Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, District and Bank hereby agree as follows:

1. District and Bank mutually agree to renew and extend the Agreement, for an additional two-year period under the same terms and conditions, unless otherwise provided in this Extension Agreement, with such extension term to begin July 1,

2019, and continue thereafter in full force and effect through June 30, 2021, unless sooner terminated as provided in the Agreement.

2. Notwithstanding anything to the contrary in the Agreement, the earnings credit rate shall be based on Bank's Premium Managed Rate plus .75%.
3. The parties agree that any reference in the Agreement or the Bank's Proposal to a "Managed Earnings Credit Rate floor of 1%" is hereby deleted in its entirety and shall not be an option available to the District.
4. The District's interest bearing accounts will accrue interest on balances at a fixed rate of 2.00%.
5. Notwithstanding anything to the contrary in the Agreement, the District agrees to endeavor to utilize a letter of credit issued by a federal home loan bank to collateralize the District's deposits, either in part or in whole, at the discretion of District.
6. All terms and conditions of the Agreement that are not amended herein shall remain in full force and effect.
7. District and Bank hereby incorporate this Extension Agreement into the Agreement. Bank and District hereby ratify all of the terms and conditions of the Agreement.
8. As required by Section 2270.002 of the Texas Government Code, Bank affirms that it does not and will not Boycott Israel during the term of the Agreement. The term "Boycott Israel" (as defined in Section 808.001 of the Texas Government Code) means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Extension this _____ day of _____, 2019.

**ARLINGTON INDEPENDENT
SCHOOL DISTRICT:**

By: _____
Name: _____
Title: President of School Board

JPMORGAN CHASE BANK, N.A.:

By: _____
Name: J. Michael Wilson
Title: Authorized Official

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

Meeting Date: June 11, 2019	Discussion/Action Item
Subject: Preliminary 2019-20 Budget	

Purpose: To provide the Board of Trustees information and projections on the Preliminary 2019-20 Budget.

Background: The 2019-20 Budget has been in development since January 2019. Input has been provided by teachers, administrators, the District-level Instructional Decision-making Committee, and the public.

The preliminary budget for the General Fund was presented for discussion at a Board meeting held on June 4, 2019. Preliminary 2019-20 budgets for the Food Service Fund, Natural Gas Fund, Debt Service Fund and Capital Projects Fund will be presented at the June 11th Board meeting. Additional discussions around the General Fund budget will also continue at the June 11th Board meeting.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Cindy Powell
	Date: June 4, 2019