

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BY VIDEOCONFERENCE OR TELEPHONE
Thursday, January 14, 2021
5:00 p.m.**

NOTICE of Regular Meeting of the Board of Trustees by Videoconference or Telephone

As you know, health officials have been encouraging people from avoiding crowded events in order to avoid possible contact with persons who may be unaware they have been exposed to the COVID-19 virus. While our school board meetings are open to the public, we want you to remain safe, and therefore recommend and encourage you to participate by watching the school board meeting online at **www.aisd.net**. Thank you for your commitment to Arlington Independent School District, and we wish you and your family safety and health during these difficult days. Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. All or some trustees and limited staff may be together while maintaining proper social distancing at Room 301 A in the Mac Bernd Professional Development Center, 1111 West Arbrook Boulevard, Arlington, Texas 76015. Due to the ongoing safety concerns, all open meeting proceedings will be live broadcast but members of the public will be limited in the Mac Bernd Professional Development Center pursuant to state guidelines and regulations, and all persons will be required to comply with state and district guidelines and regulations.

Again, members of the public may access this meeting as follows: **www.aisd.net**. An electronic copy of the agenda packet is attached to this online notice.

*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 shall be required to register to provide comment by sending an email to the Superintendent of Schools Secretary **lbenjami@aisd.net** **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., PDC Room 301 A/Zoom

CLOSED MEETING:

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. Goal Setting
2. Real Property with Improvements Described as an Approximate 1.73 Acre Improved Tract of Land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, Locally Known as 1500 S. Cooper Street, Arlington, Texas
3. Real Property Being a Part of Block 4 of Phase IV Sheffield Village, an Addition to the City of Grand Prairie, Tarrant County, Texas, as it Appears upon the Plat Recorded in Volume 399-190, Page 83 of the Plat Records of Tarrant County, Texas (PRTCT) and Embracing All of the 10 Acre Tract Described in the Deed to Arlington Independent School District (AISD) Recorded in Volume 12379, Page 578 of the Deed of Records of Tarrant County, Texas (DRTCT) in the South Right of Way Line of Bardin Road, Situated in the John Moody Survey, Abstract No. 1007, Locally Known as 2901 W. Bardin Road or the Southeast Corner of the Intersection of Bardin Road and Magna Carta Avenue in Grand Prairie, Texas, Comprising Approximately 10.000 Acres
4. Delinquent Tax Property, Approximately 0.3135 Acres, Described as Lot 10, E. Daggett Addition, Located in the City of Arlington, Tarrant County, Texas, and Located within the Arlington ISD, as Shown by a Deed of Record in Volume 6167, Page 535 of the Deed of Records of Tarrant County, Texas, also Known as 1127 W. Abram Street, Arlington, Texas
5. Delinquent Tax Properties, Totaling Approximately 4.01 Acres, More or Less, Out of a 5.7 Acre Tract of Land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, as Shown by a Deed of Record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed of Records of Tarrant County, Texas, also Known as 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas
6. Extension of Temporary Amendment to Policy DEC (LOCAL) Including Paid Leave Previously Authorized by the Family First Coronavirus Response Act (FFCRA)
7. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between January 8-14, 2021
8. Administrative Appointments/Personnel Ratification

RECONVENE INTO OPEN SESSION: *Upon Conclusion of Closed Meeting*

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. Students of the Month
- B. Martin Luther King Celebration Art and Essay Winners
- C. School Board Recognition Presentation

APPOINTMENTS:

- A. Consider Ratification of Administrative Appointment: (pg. 9)
Assistant Principal for Bowie High

PUBLIC HEARING:

- A. Texas Academic Performance Report (TAPR)

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration via email 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 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.

ACTION:

- A. Consider Order of Election for School Board (pg. 10)
- B. Consider Amending Commercial Contract – Improved Property for the Acquisition of Real Property with Improvements Described as an Approximate 1.73 Acre Improved Tract of Land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, Locally Known as 1500 S. Cooper Street, Arlington, Texas (pg. 14)
- C. Consider Approving the Sale of Real Property Being a Part of Block 4 of Phase IV Sheffield Village, an Addition to the City of Grand Prairie, Tarrant County, Texas, as it Appears upon the Plat Recorded in Volume 399-190, Page 83 of the Plat Records of Tarrant County, Texas (PRTCT) and Embracing All of the 10 Acre Tract Described in the Deed to Arlington Independent School District (AISD) Recorded in Volume 12379, Page 578 of the Deed of Records of Tarrant County, Texas (DRTCT) in the South Right of Way Line of Bardin Road, Situated in the John Moody Survey, Abstract No. 1007, Locally Known as 2901 W. Bardin Road or the Southeast Corner of the Intersection of Bardin Road and Magna Carta Avenue in Grand Prairie, Texas, Comprising Approximately 10.000 Acres (pg. 40)
- D. Consider Sale and a Resolution to Approve the Sale of Delinquent Tax Property, Approximately 0.3135 Acres, Described as Lot 10, E. Daggett Addition, Located in the City of Arlington, Tarrant County, Texas, and Located within the Arlington ISD, as Shown by a Deed of Record in Volume 6167, Page 535 of the Deed of Records of Tarrant County, Texas, also Known as 1127 W. Abram Street, Arlington, Texas (pg. 56)
- E. Consider Sale and a Resolution to Approve the Sale of Delinquent Tax Properties Totaling Approximately 4.01 Acres, More or Less, Out of a 5.7 Acre Tract of Land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, as Shown by a Deed of Record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed of Records of Tarrant County, Texas, also Known as 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas (pg. 61)

- F. Consider Extending Temporary Amendment to Policy DEC (LOCAL) Including Paid Leave Previously Authorized by the Family First Coronavirus Response Act (FFCRA) (pg. 69)
- G. Consider 2020-2021 Educator Appraisal Waiver (73)
- H. Consider Revision of AISD Asynchronous Plan to Request a Waiver to Schedule Periodic (nonconsecutive) Asynchronous Instructional Days During the Spring of 2020-2021 (75)

DISCUSSION / ACTION:

- A. Consider Board of Trustees Handbook
- B. Consider 2021-2022 School Calendar (pg. 77)
- C. Reopening Schools 2020-2021 Plan Update and Any Motions Therewith
- D. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between January 8-14, 2021

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 Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 79)
- B. Consider Minutes of Previous Meeting - December, 2020 (pg. 81)
- C. Consider Monthly Financial Report for Period Ending November 30, 2020 (pg. 89)
- D. Consider Monthly Investment Report for Period Ending November 30, 2020 (pg. 98)
- E. Consider Resolution Designating the Employee(s) to Serve as Investment Officers of the District and to Invest District Funds (pg. 110)
- F. Consider Class Size Waivers (pg. 112)

DISCUSSION:

- A. Budget Update (pg. 113)

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration via email 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 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.

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:

At 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

EMPLOYEE GRIEVANCE HEARING:

- A. Level IV Employee Grievance Hearing of Jacquelyn Erwin

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 11th day of January, 2021 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, 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: January 14, 2021	Action Item
Subject: Ratification of Administrative Personnel	

Purpose:


The purpose of this action item is to ratify the appointment of the Assistant Principal for Bowie High.

Background:

Screening and interview committee consisting of administrative staff has submitted the name to the Superintendent for consideration.

Recommendation:

The administration recommends the Board ratify the appointment of the applicant for the administrative position listed above as discussed in Executive Session.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: January 6, 2021

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021	Action Item
Subject: Order of Election for School Board	

Purpose:

To provide the Board of Trustees the opportunity to order a general election to fill three-year terms for trustee places one, two and three on the Board of Trustees of the Arlington Independent School District.

Background:

The three-year terms for places one, two and three on the Arlington ISD Board of Trustees end in May 2021. Therefore, the Board of Trustees will order a general election to fill the three-year terms for places one, two and three on the Board of the Arlington Independent School District.


This general election will be held jointly with the four municipalities that lie within the boundaries of the District. These municipalities are as follows: the City of Arlington, the City of Dalworthington Gardens, the Tarrant County portion of the City of Grand Prairie, and the Town of Pantego.

Candidates may begin filing Wednesday, January 13, 2021. The deadline for filing is 5:00 p.m. Friday, February 12, 2021. The deadline for write-in candidates is 5:00 p.m. Tuesday, February 16, 2021. The last day for a candidate to withdraw is 5:00 p.m. Friday, February 19, 2021.

Early voting by personal appearance begins Monday, April 19, 2021, and ends Tuesday, April 27, 2021. For those eligible, applications for a ballot by mail may be submitted to the Early Voting Clerk for Tarrant County throughout the calendar year, beginning January 1 and must be received no later than the close of business on Tuesday, April 20, 2021. The last day to register to vote in this election is Thursday, April 1, 2021.

Recommendation:

The Administration recommends that the Board of Trustees approve an Order of Election calling a general election to fill places one, two and three on the Board of Trustees of the Arlington Independent School District.

Submitted to:	Submitted by: 
Board of Trustees Arlington Independent School District	Prepared by: Lisa A. Benjamin
	Date: January 5, 2021

ORDER OF ELECTION

A general election is hereby ordered to be held Saturday, May 1, 2021, for the purpose of electing members to the Board of Trustees of the Arlington Independent School District to fill place numbers one, two and three.

The **main** early-voting polling site for all voters residing in the Arlington Independent School District, including the portion of the District that lies within the City of Arlington, the City of Dalworthington Gardens, the Tarrant County portion of the City of Grand Prairie, and the Town of Pantego, will be the following location:

**Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111**

between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday beginning April 19, 2021 through April 23, 2021; between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, April 24, 2021; between the hours of 11:00 a.m. and 4:00 p.m. on Sunday, April 25, 2021; and between the hours of 7:00 a.m. and 7:00 p.m. on Monday and Tuesday, April 26 and April 27, 2021.

Applications for a ballot by mail for voters residing in the Arlington Independent School District shall be mailed or to:

**Early Voting Clerk
P. O. Box 961011
Fort Worth, Texas 76161-0011**

or an email transmission of a completed, scanned application for a ballot by mail containing an original signature can be emailed to:

votebyemail@tarrantcounty.com

(Note: Effective December 1, 2017, if an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.)

Applications for a ballot by mail must be received no later than the close of business on Tuesday, April 20, 2021.

The Order of Election may be amended at a later date to include early voting sites added or deleted due to joint elections with other political subdivisions.

Issued this 14th day of January 2021.

Kecia Mays, President
Arlington Independent School District
Board of Trustees

ORDEN DE ELECCIÓN

Se ordena una elección general el sábado 1 de mayo de 2021, con el propósito de elegir miembros para la Junta de Sindicato del Distrito Escolar Independiente de Arlington para llenar los lugares uno, dos y tres.

El **principal** centro de votación anticipada para todos los votantes que residen en el Distrito Escolar Independiente de Arlington, incluida la parte del Distrito que se encuentra dentro de la Ciudad de Arlington, la Ciudad de Dalworthington Gardens, la parte del Condado de Tarrant de la Ciudad de Grand Prairie, y El Pueblo de Pantego, será la siguiente ubicación:

**Centro de elecciones del Condado de
Tarrant 2700 Premier Street
Fort Worth, Texas 76111**

entre las 8:00 a.m. y las 5:00 p.m. de lunes a viernes desde el 19 de abril de 2021 hasta el 23 de abril de 2021; entre las 7:00 a.m. y las 7:00 p.m. en sábado, 24 de abril de 2021; entre las 11:00 a.m. y las 4:00 p.m. el domingo 25 de abril de 2021; y entre las 7:00 a.m. y las 7:00 p.m. los días lunes y martes 26 y 27 de abril de 2021.

Las solicitudes de boletas por correo para los votantes que residen en el Distrito Escolar Independiente de Arlington deben ser enviadas a:

**Early Voting Clerk
P. O. Box 961011
Fort Worth, Texas 76161-0011**

o las solicitudes de boletas completas y escaneadas con la firma original se pueden enviar por correo electrónico a la dirección:

votebymail@tarrantcounty.com

(Nota: A partir del 1 de diciembre de 2017, si se envía una solicitud de boleta por correo, por fax o correo electrónico, la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada a más tardar el cuarto día hábil después de recibir el fax o copia enviada por correo electrónico.)

Las solicitudes para una boleta por correo deben recibirse a más tardar el cierre de operaciones el lunes 20 de abril de 2020.

La Orden de Elección puede ser enmendada en una fecha posterior para incluir los sitios de votación anticipada agregados o eliminados debido a elecciones conjuntas con otras subdivisiones políticas.

Publicado el 14 de enero de 2021.

Kecia Mays, Presidente
Junta del Sindicato del Distrito
Escolar Independiente de Arlington

THÔNG BÁO BẦU CỬ

Một cuộc bầu cử được yêu cầu tổ chức vào Thứ Bảy, ngày 1 tháng 5 năm 2021, với mục đích bầu các thành viên vào Hội đồng Quản trị của Khu Học chánh Độc lập Arlington tại vị trí một, hai và ba.

Địa điểm **chính** để bỏ phiếu sớm cho tất cả các cử tri cư trú trong Khu Học chánh Độc lập Arlington, bao gồm cả khu học chánh nằm trong Thành phố Arlington, Thành phố Dalworthington Gardens, khu vực Tarrant County của Thành phố Grand Prairie Thị trấn Pantego, như sau:

**Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111**

trong khoảng thời gian từ 8 giờ sáng đến 5 giờ chiều Thứ Hai đến Thứ Sáu bắt đầu từ ngày 19 tháng 4 năm 2021 đến hết ngày 23 tháng 4 năm 2021; trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối Thứ Bảy, ngày 24 tháng 4 năm 2021; trong khoảng thời gian từ 11 giờ sáng đến 4 giờ chiều Chủ Nhật, ngày 25 tháng 4 năm 2021; và trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối Thứ Hai và Thứ Ba, ngày 26 tháng 4 và 27 tháng 4 năm 2021.

Việc xin bỏ phiếu qua thư có cho cử tri cư trú trong Khu Học chánh Độc lập Arlington sẽ được gửi qua thư hoặc đến:

**Early Voting Clerk
P. O. Box 961011
Fort Worth, Texas 76161-0011**

hoặc có thể scan rồi gửi email mẫu đơn xin bỏ phiếu qua thư hoàn chỉnh có chữ ký gốc tới:

votebymail@tarrantcounty.com

(Ghi chú: Có hiệu lực kể từ ngày 1 tháng 12 năm 2017, nếu Đơn xin Bỏ phiếu qua đường Thư tín được gửi qua fax hoặc email thì đơn gốc cũng phải được gửi đi và Early Voting Clerk (Thư ký của cuộc Bỏ phiếu sớm) phải nhận được nó không muộn hơn ngày làm việc thứ 4 sau khi nhận được bản fax hoặc bản sao được gửi qua email.)

Hạn chót để **nhận** được đơn xin Bỏ phiếu qua đường Thư tín là vào cuối giờ làm việc Thứ Ba ngày 20 tháng 4 năm 2020.

Thông báo về bầu cử có thể được sửa đổi vào một ngày sau đó nhằm đưa vào thêm các địa điểm bỏ phiếu sớm hoặc các địa điểm bị xóa bỏ do các cuộc bầu cử chung với các tiểu khu chính trị khác.

Được lưu hành vào ngày 14 tháng 1 năm 2021.

Kecia Mays, Chủ tịch
Hội đồng Quản trị Khu Học chánh
Độc lập Arlington

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021

Action Item

Subject: Consider Amending Commercial Contract – Improved Property for the Acquisition of Real Property with Improvements Described as an Approximate 1.73 Acre Improved Tract of Land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas

Purpose:

To give the Board of Trustees the opportunity to discuss and action to amend the commercial contract – improved property for the acquisition of real property with improvements described as an approximate 1.73 Acre improved tract of land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas.

Background:


On November 5, 2020, the Board of Trustees approved a resolution and Texas Association of Realtors Contract - Improved Property for the acquisition of real property described as an approximate 1.73 acre developed property with approximately 1,296 sq. ft. retail/convenience store/gas station with free standing car wash located adjacent to Arlington High School at 1500 S. Cooper Street.

The Arlington ISD (Buyer) and Motiva (Seller) entered into the commercial contract – improved property on November 6, 2020. During the feasibility period the District and its legal counsel identified certain “Restrictive Covenants” contained in the Special Warranty Deed which should be changed prior to completion of the acquisition of the property. Both parties have agreed to the changes. Motiva is requesting an additional payment of \$20,000 as compensation for additional expenses and fees.

The District and its legal counsel worked with the seller and its legal counsel to develop the attached Amendment to Commercial Contract – Improved Property. District administration has reviewed the document and determined the request for additional compensation to be acceptable.

Recommendation:

Administration recommends the Board of Trustees amend the commercial contract – improved property for the acquisition of real property with improvements described as an approximate 1.73 Acre improved tract of land on Lot 31A and 31B of the John Stephens Addition in Arlington, Texas of Tarrant County, Texas, locally known as 1500 S. Cooper Street, Arlington, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by:</p> 
	<p>Prepared by: Wm. Kelly Horn</p>
	<p>Date: January 4, 2021</p>

AMENDMENT TO COMMERCIAL CONTRACT – IMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT – IMPROVED PROPERTY (this “**Amendment**”) is entered into as of this _____ day of _____, 2021, by and between EPP Divestment RE LLC, a Delaware limited liability company, hereinafter referred to as “**Seller**”, and Arlington Independent School District, a local government entity, hereinafter referred to as “**Buyer**”.

RECITALS:

A. Seller and Buyer entered into the certain Commercial Contract – Improved Property dated effective November 6, 2020 (the “**Agreement**”), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase that certain real property located at 1500 S. Cooper Street, Arlington, Texas (the “**Property**”); and

B. Seller and Buyer desire to amend said Agreement in certain respects as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby reciprocally acknowledged, Seller and Buyer agree as set forth below.

1. Recitals. The foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.

2. Conditions Precedent. The Agreement is hereby amended to add the following conditions precedent, which must be satisfied prior to or at Closing:

(a) Motiva Enterprises LLC, a Delaware limited liability company (“**Motiva**”), shall execute the form of Release of Brand Covenant and ROFR which is attached hereto as Exhibit “A”.

(b) Motiva shall execute the form of Release of No School Use Restrictive Covenant which is attached hereto as Exhibit “B”.

(c) Motiva shall execute the form of Termination of Access Agreement which is attached hereto as Exhibit “C”.

(d) Buyer shall execute the form of Declaration of Restrictive Covenant which is attached hereto as Exhibit “D”.

(e) There shall not be any ATM in or on the Property.

In the event of the failure of any of the above conditions precedent (a), (b), (c) and (e) to occur, Buyer, in its sole discretion, may terminate the Agreement without penalty or forfeiture and all earnest money previously deposited with the title company (the “**Earnest Money**”) shall be refunded to Buyer. In the event of the failure of the above condition (d) to occur, Buyer shall

be in default of the Agreement and Seller, in its sole discretion, may terminate the Agreement and the Earnest Money shall be paid to Seller.

3. Deed. The Agreement is further amended to add a covenant that the special warranty deed will include the following restrictions:

“Grantee covenants and agrees that Grantee shall, and Grantee shall require any subsequent grantee, tenant or holder of the Property to:

1. construct any structure on the Property without a sump, pipe, trench, or any other opening that would allow groundwater from beneath the structure to enter into the structure;

2. construct any structure on the Property with an impermeable geotextile membrane with a minimum thickness of thirty (30) mil that shall be properly installed and maintained directly beneath the foundation and ground floor slab to isolate the slab from the soil below the structure or a mechanical vapor barrier;

3. dispose of all soil or groundwater removed from the Premises in compliance with the terms, conditions and requirements of all applicable Environmental Laws, and other laws, statutes, rules and regulations; and

4. install or construct any landscaped areas with a minimum of two (2) feet of clean soil as the base of all landscaped areas.

Each of these covenants shall run with the Property, and pass with each and every portion of the Property and shall apply to and bind the respective successors in interest thereof.”

4. Motiva Related Expenses and Payments. Buyer hereby agrees to pay a total of Twenty Thousand Dollars (\$20,000.00) required by Motiva to accomplish the closing and the above releases relating to the sale of the Property.

5. Use Restrictions. Per the deed from Motiva to Quik-Way Retail Associates II, Ltd, a Texas limited partnership (“**Quik-Way**”), Buyer hereby acknowledges and agrees that the Property is subject to both a non-residential use and no potable water use restriction covenant, and that such covenants shall be binding upon Buyer and any assignee or successor of Buyer of the Property.

6. Attorneys. The Agreement is amended to add the Seller’s attorney as follows:

Thomas E. Rosen, 14801 Quorum Drive, Suite 500, Dallas, Texas 75248; Email: trosen@gpm-law.com.

7. Defined Terms. Terms that are defined in the Agreement shall have the same meanings when such terms are used in this Amendment.

8. Confirmation of Terms. All of the terms, covenants and conditions of the Agreement, except as are herein specifically modified and amended, shall remain in full force and

effect and are hereby adopted and reaffirmed by the parties hereto.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment and of signature pages by facsimile transmission or electronic mail transmission (e.g., in PDF format) will constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile or electronic mail (e.g., in PDF format) will be deemed to be their original signatures for any purpose whatsoever.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment under their respective seals on the day and year first above written.

SELLER:

EPP Divestment RE LLC

By: _____

Name: _____

Title: _____

BUYER:

Arlington Independent School District

By: _____ (CS)

Name: _____

Title: _____

EXHIBIT A

FORM OF RELEASE OF BRAND COVENANT AND ROFR

**This Instrument Was Prepared By and
When Recorded, Return To:
Shannon Martin Finkelstein Alvarado & Dunne, P.C.
Attn. Reesa D. Hedrick, Esq.
1001 McKinney Street, Suite 1100
Houston, Texas 77002**

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF BRAND COVENANT AND RIGHT OF FIRST REFUSAL

THIS RELEASE OF BRAND COVENANT AND RIGHT OF FIRST REFUSAL (“Release”),
is made and entered this ____ day of _____, 2021 (“Effective Date”) by **MOTIVA ENTERPRISES LLC**, a Delaware limited liability company (“Motiva”) with an address of One Allen Center, 500 Dallas Street, 6th Floor, Houston, Texas 77002.

WHEREAS, by Special Warranty Deed, dated effective February 20, 2008, recorded on February 22, 2008, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D208060036, Official Public Records (“Deed”), Motiva did convey to Quik-Way Retail Associates II, Ltd., a Texas limited partnership (“QWRA”) the real property commonly known as **1500 South Cooper Street, Arlington, Tarrant County, Texas**, as further described in Exhibit A attached hereto (“Premises”);

WHEREAS, the Deed and conveyance were subject to a restrictive “Brand Covenant” and a Right of First Refusal (“ROFR”), as set out in that certain Branding and Product Purchase Commitment Agreement (“Branding Agreement”) by and between Motiva and QWRA, in favor of Motiva for a period continuing until December 31, 2022, as further described and set forth in said Deed;

WHEREAS, QWRA notified Motiva that, as part of a transfer of assets, QWRA was conveying

the Premises to EPP Divestment RE LLC (“EPPDRE”), a Delaware limited liability company;

WHEREAS, QWRA requested that Motiva waive said ROFR as to the conveyance to EPPDRE, and Motiva, for itself, its successors and assigns, waived the same in Waiver of Right of First Refusal dated effective October 2, 2020, recorded on October 23, 2020, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D220274416, Official Public Records;

WHEREAS, QWRA conveyed the Premises to EPPDRE by Special Warranty Deed, dated effective October 6, 2020, recorded on October 23, 2020, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D220274418, Official Public Records;

WHEREAS, EPPDRE has notified Motiva that it has received a bona fide offer for, and desires to sell the Premises to, Arlington Independent School District (“AISD”); and

WHEREAS, EPPDRE, in order to facilitate the conveyance to AISD, has requested that Motiva release the Brand Covenant and ROFR as to the Premises, and Motiva, for itself, its successors and assigns, has agreed to release the same.

NOW, THEREFORE, for good and valuable consideration received and hereby acknowledged, Motiva, for itself, and its successors and assigns does hereby **RELEASE, TERMINATE AND FOREVER DISCHARGE** that certain Brand Covenant and ROFR set forth in said Deed and in said Branding Agreement, and any right, encumbrance or cloud on title created thereby, as to and affecting the Premises. Upon recording of this Release: (i) Motiva agrees and acknowledges that the Premises can be debranded; and (ii) the Branding Agreement shall have no force, effect, or control over the Premises. Except as expressly set forth in this Release, all other terms, reservations, covenants and conditions of the Deed, and of all other agreements between Motiva and QWRA and/or Motiva and EPPDRE, and their respective successors and assigns, shall remain in full force and effect according to their terms. All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Deed.

[Signatures and Acknowledgement on Following Page.]

IN WITNESS WHEREOF, Motiva has executed this Instrument to be effective on the Effective Date defined above.

"MOTIVA":

MOTIVA ENTERPRISES LLC

By: _____

Name: M. W. Gillespie

Title: Business Manager

State of Texas §

§

County of Harris §

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by M. W. Gillespie, who is the Business Manager of Motiva Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"

TO RELEASE OF BRAND COVENANT AND ROFR

Legal Description of the Premises

Tract I

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being a portion of that land sold by Star Enterprise to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records, and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

BEGJNNING at a 112 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width, and the beginning of a curve concave to the southwest.

THENCE along the cutback of the intersection of the south right-of-way line of said West Parkrow Drive, with the west right-of-way line of said South Cooper Street, 109.24 feet along the arc of said curve concave to the southwest having a radius of 70.00', a central angle of 89°25'03", and whose chord bears S44°42'41 "E, 98.49 feet to a 112 inch iron rod with a cap set marking the end of said curve.

THENCE along the west right-of-way of said South Cooper Street, SOUTH, 170.03' to a 112 inch iron rod with a cap set marking the southeast corner of said Lot 31, the northeast corner of lot 18- R-1 of John Stephens Addition, per plat recorded in Cabinet A, Page 4487 of the Tarrant County Plat Records, and the southeast corner of the herein described tract; an axle bears S89°24'E, 4.7 feet;

THENCE along the south line of said Lot 31 and the easterly north line of said Lot 18-R-1, N89°24'19"W, 280.41 feet to a metal fence post found marking an "ell" corner for said Lot 18-R-1, and the southwest corner of said Lot 31 and the herein described tract;

THENCE along the northerly east line of said Lot 18-R-1, N00°16'46"W, 156.85 feet to a 1/2 inch iron rod with a cap set marking the southwest corner of a tract of land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records, and the westerly northwest corner of the herein described tract;

THENCE along the south line of said Texaco tract, S89°25'12"E, 135.00 feet to a "X" in concrete set marking the southeast corner of said Texaco tract and an "ell" corner for the herein described tract;

THENCE along the east line of said Texaco tract, N00°16'46"W, 83.11 feet to a "X" in concrete set marking the northerly northwest corner of the herein described tract and a point in the south right-of-way line of said West Parkrow Drive;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 77.28 feet to the POINT OF BEGINNING and containing 1.2668 acres, or 55,182 square feet, of land.

EXHIBIT "A"

TO RELEASE OF BRAND COVENANT AND ROFR-CONTINUED

Tract II

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being the remainder of that land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

COMMENCING at a 1/2 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width;

THENCE along the south right-of-way line of said West Parkrow Drive, N89°25'12"W, 77.28 feet to a concrete nail set marking the easterly northwest corner of that land sold by Star Enterprises to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records and the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE along the northerly west line of said Motiva tract, S00°16'46"E, 83.11 feet to a "X" in concrete set marking the southeast corner of the herein described tract and an "ell" corner of said Motiva tract;

THENCE along the westerly north line of said Motiva tract, N89°25'12"W, 135.00 feet to a 1/2 inch iron rod with a cap set marking a point in the east line of Lot 18-R-1, of the John Stevens Addition, per deed recorded in Cabinet A, Page 4487, the southwest corner of the herein described tract, and the westerly northwest corner of said Motiva tract;

THENCE along the east line of said Lot 18-R-1, N00°16'46"W, 83.11 feet to a point in the south right-of-way line of said West Parkrow Drive and the northwest corner of said Lot 31 and the herein described tract;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 135.00 feet to the POINT OF BEGINNING and containing 0.2575 of an acre, or 11,218 square feet, of land.

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839
PC# 3510**

**1500 S Cooper St
Arlington, TX**

EXHIBIT B

FORM OF RELEASE OF NO SCHOOL USE RESTRICTIVE COVENANT

This Instrument Was Prepared By
And When Recorded, Return To:
Shannon Martin Finkelstein & Alvarado, P.C.
Attn. Reesa D. Hedrick, Esq.
1001 McKinney Street, Suite 1100
Houston, Texas 77002

Tax Parcel Identification No.: 06231748

CC# 101000
LN 10000839

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RELEASE OF NO SCHOOL USE RESTRICTIVE COVENANT

THIS RELEASE OF NO SCHOOL USE RESTRICTIVE COVENANT (“Release”) is made on _____, 2021 (“Effective Date”), by Motiva Enterprises LLC, a Delaware limited liability company (“Motiva”), with an address of 500 Dallas Street, 3rd Floor, Houston, Texas 77002.

WHEREAS, by Special Warranty Deed, dated effective February 20, 2008, recorded on February 22, 2008, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D208060036, Official Public Records (“Deed”), Motiva did convey to Quik-Way Retail Associates II, Ltd., a Texas limited partnership (“QWRA”) the real property commonly known as **1500 South Cooper Street, Arlington, Tarrant County, Texas**, as further described in Exhibit A attached hereto (“Premises”);

WHEREAS, the Deed provided for, among a right of first refusal (“ROFR”) and other restrictive covenants under numbered Paragraph 4, a restriction against QWRA or “any subsequent purchaser or permitted assignee of the Premises from using the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground,” which runs with and passes with each and every portion of the Premises and applies to and binds the respective successors in interest thereof and Motiva is a third party beneficiary of these covenants (the “No School Use Restriction”);

WHEREAS, QWRA notified Motiva that, as part of a transfer of assets, QWRA was conveying the Premises to EPP Divestment RE LLC (“EPPDRE”), a Delaware limited liability company;

WHEREAS, QWRA requested that Motiva waive its ROFR as to the conveyance to EPPDRE, and Motiva, for itself, its successors and assigns, waived the same in Waiver of Right of First Refusal dated effective October 2, 2020, recorded on October 23, 2020, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D220274416, Official Public Records;

WHEREAS, QWRA conveyed the Premises to EPPDRE by Special Warranty Deed, dated effective October 6, 2020, recorded on October 23, 2020, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D220274418, Official Public Records;

WHEREAS, EPPDRE has notified Motiva that it has received a bona fide offer for, and desires to sell the Premises to, Arlington Independent School District (“AISD”); and

WHEREAS, EPPDRE, in order to facilitate the conveyance to AISD, has requested that Motiva release the No School Use Restriction as to the Premises, and Motiva, for itself, its successors and assigns, has agreed to release the same.

NOW THEREFORE, for good and valuable consideration received and hereby acknowledged, Motiva, for itself, and its successors and assigns does hereby **RELEASE, TERMINATE AND FOREVER DISCHARGE** of record that certain No School Use Restriction as it encumbers, restricts and affects the Premises and/or the use of the Premises. This Release applies to each and every portion of the Premises. Motiva hereby acknowledges and agrees the Premises will be used in the future for a school and the purpose of this Release is to authorize and approve such use.

Except as expressly set forth in this Release, all other terms, reservations, covenants and conditions of the Deed, and of all other agreements between Motiva and QWRA and/or Motiva and EPPDRE, and their respective successors and assigns, shall remain in full force and effect according to their terms. All capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Deed.

(Signature and Acknowledgement on Following Page)

IN WITNESS WHEREOF, Motiva has executed this Instrument to be effective on the Effective Date defined above.

"MOTIVA":

MOTIVA ENTERPRISES LLC

By: _____

Name: M. W. Gillespie

Title: Business Manager

State of Texas §

§

County of Harris §

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by M. W. Gillespie, who is the Business Manager of Motiva Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"

TO RELEASE OF NO SCHOOL USE RESTRICTION

Legal Description of the Premises

Tract I

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being a portion of that land sold by Star Enterprise to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records, and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

BEGINNING at a 112 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width, and the beginning of a curve concave to the southwest.

THENCE along the cutback of the intersection of the south right-of-way line of said West Parkrow Drive, with the west right-of-way line of said South Cooper Street, 109.24 feet along the arc of said curve concave to the southwest having a radius of 70.00', a central angle of 89°25'03", and whose chord bears S44°42'41"E, 98.49 feet to a 112 inch iron rod with a cap set marking the end of said curve.

THENCE along the west right-of-way of said South Cooper Street, SOUTH, 170.03' to a 112 inch iron rod with a cap set marking the southeast corner of said Lot 31, the northeast corner of lot 18- R-1 of John Stephens Addition, per plat recorded in Cabinet A, Page 4487 of the Tarrant County Plat Records, and the southeast corner of the herein described tract; an axle bears S89°24'E, 4.7 feet;

THENCE along the south line of said Lot 31 and the easterly north line of said Lot 18-R-1, N89°24'19"W, 280.41 feet to a metal fence post found marking an "ell" corner for said Lot 18-R-1, and the southwest corner of said Lot 31 and the herein described tract;

THENCE along the northerly east line of said Lot 18-R-1, N00°16'46"W, 156.85 feet to a 1/2 inch iron rod with a cap set marking the southwest corner of a tract of land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records, and the westerly northwest corner of the herein described tract;

THENCE along the south line of said Texaco tract, S89°25'12"E, 135.00 feet to a "X" in concrete set marking the southeast corner of said Texaco tract and an "ell" corner for the herein described tract;

THENCE along the east line of said Texaco tract, N00°16'46"W, 83.11 feet to a "X" in concrete set marking the northerly northwest corner of the herein described tract and a point in the south right-of-way line of said West Parkrow Drive;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 77.28 feet to the POINT OF BEGINNING and containing 1.2668 acres, or 55,182 square feet, of land.

EXHIBIT "A"

TO RELEASE OF NO SCHOOL USE RESTRICTION - CONTINUED

Tract II

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being the remainder of that land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

COMMENCING at a 1/2 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width;

THENCE along the south right-of-way line of said West Parkrow Drive, N89°25'12"W, 77.28 feet to a concrete nail set marking the easterly northwest corner of that land sold by Star Enterprises to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records and the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE along the northerly west line of said Motiva tract, S00°16'46"E, 83.11 feet to a "X" in concrete set marking the southeast corner of the herein described tract and an "ell" corner of said Motiva tract;

THENCE along the westerly north line of said Motiva tract, N89°25'12"W, 135.00 feet to a 1/2 inch iron rod with a cap set marking a point in the east line of Lot 18-R-1, of the John Stevens Addition, per deed recorded in Cabinet A, Page 4487, the southwest corner of the herein described tract, and the westerly northwest corner of said Motiva tract;

THENCE along the east line of said Lot 18-R-1, N00°16'46"W, 83.11 feet to a point in the south right-of-way line of said West Parkrow Drive and the northwest corner of said Lot 31 and the herein described tract;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 135.00 feet to the POINT OF BEGINNING and containing 0.2575 of an acre, or 11,218 square feet, of land.

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839
PC# 3510**

**1500 S Cooper St
Arlington, TX**

EXHIBIT C

FORM OF TERMINATION OF ACCESS AGREEMENT

This instrument was prepared by and
When recorded, return to:
Reesa D. Hedrick, Esq.
Shannon Martin Finkelstein Alvarado & Dunne, P.C.
1001 McKinney Street, Suite 1100
Houston, Texas 77002

Tax Parcel Identification No.: 06231748

CC# 101000
LN 10000839

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TERMINATION OF ACCESS AGREEMENT

THIS TERMINATION OF ACCESS AGREEMENT (“Termination”) is made and entered this ____ day of _____, 2021 (“Effective Date”) by **MOTIVA ENTERPRISES LLC** (“Motiva”), a Delaware limited liability company, with an address of One Allen Center, 500 Dallas Street, 6th Floor, Houston, Texas 77002.

WHEREAS, Quik-Way Retail Associates II, Ltd., a Texas limited partnership (“QWRAII”), as licensor, and Motiva, as licensee, entered into that certain Access Agreement, dated as of February 20, 2008, recorded on February 22, 2008, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D208060037, Official Public Records (“Agreement”), granting Motiva a license for access and right of entry onto, and regarding and affecting the real property, commonly known as **1500 South Cooper Street, Arlington, Tarrant County, Texas**, as further described in Exhibit “A” attached hereto (“Premises”);

WHEREAS, Motiva was properly notified by QWRA that, as part of a transfer of assets, QWRAII has received a bona fide offer from, and desires to convey certain assets regarding the Premises to, EPP Divestment RE LLC (“EPPDRE”), a Delaware limited liability company; and QWRA conveyed the Premises to EPPDRE by Special Warranty Deed, dated effective October 6, 2020, recorded on October 23, 2020, in the Office of the County Clerk of Tarrant County, Texas, as Document No. D220274418, Official Public Records.

WHEREAS, Motiva has been properly notified by EPPDRE that, as part of a transfer of assets, QWRAII has received a bona fide offer from, and desires to convey the Premises to, Arlington Independent School District (“AISD”), a Delaware limited liability company, free and clear of the Agreement, and any license and/or rights created by the Agreement; and

WHEREAS, EPPDRE has requested that Motiva fully terminate and release its interest in the Agreement, and any license and/or rights in favor of Motiva created by the Agreement as to the Premises, and due to the termination of Motiva’s obligations pursuant to Article 4 of the Agreement, Motiva, for itself, its successors and assigns, has agreed to terminate same of record.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Motiva, for itself, and its successors and assigns, does hereby **TERMINATE, RELEASE AND FOREVER DISCHARGE** (i) its interest in Agreement as to the Premises, and (ii) any license or right of entry and/or access and encumbrance or cloud on title created in favor of Motiva by the Agreement or any terms, references or language in the Agreement creating a cloud on title in favor of Motiva or otherwise, as to and regarding the Premises.

Except as expressly set forth in this Termination, all terms, conditions and provisions of the Agreement which expressly survive termination, and all other terms and conditions of all other agreements between Motiva and QWRAII and/or Motiva and EPPDRE, and their respective successors and assigns, shall remain in full force and effect according to their terms.

[Signature and Acknowledgement on Following Page]

IN WITNESS WHEREOF, Motiva has executed this Instrument to be effective on the Effective Date defined above.

"MOTIVA":

MOTIVA ENTERPRISES LLC

By: _____

Name: M. W. Gillespie

Title: Business Manager

State of Texas §
 §
County of Harris §

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by M. W. Gillespie, who is the Business Manager of Motiva Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"
TO TERMINATION OF ACCESS AGREEMENT

Legal Description of the Premises

Tract I

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being a portion of that land sold by Star Enterprise to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records, and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

BEGJNNING at a 112 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width, and the beginning of a curve concave to the southwest.

THENCE along the cutback of the intersection of the south right-of-way line of said West Parkrow Drive, with the west right-of-way line of said South Cooper Street, 109.24 feet along the arc of said curve concave to the southwest having a radius of 70.00', a central angle of 89°25'03", and whose chord bears S44°42'41"E, 98.49 feet to a 112 inch iron rod with a cap set marking the end of said curve.

THENCE along the west right-of-way of said South Cooper Street, SOUTH, 170.03' to a 112 inch iron rod with a cap set marking the southeast corner of said Lot 31, the northeast corner of lot 18- R-1 of John Stephens Addition, per plat recorded in Cabinet A, Page 4487 of the Tarrant County Plat Records, and the southeast corner of the herein described tract; an axle bears S89°24'E, 4.7 feet;

THENCE along the south line of said Lot 31 and the easterly north line of said Lot 18-R-1, N89°24'19"W, 280.41 feet to a metal fence post found marking an "ell" corner for said Lot 18-R-1, and the southwest corner of said Lot 31 and the herein described tract;

THENCE along the northerly east line of said Lot 18-R-1, N00°16'46"W, 156.85 feet to a 1/2 inch iron rod with a cap set marking the southwest corner of a tract of land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records, and the westerly northwest corner of the herein described tract;

THENCE along the south line of said Texaco tract, S89°25'12"E, 135.00 feet to a "X" in concrete set marking the southeast corner of said Texaco tract and an "ell" corner for the herein described tract;

THENCE along the east line of said Texaco tract, N00°16'46"W, 83.11 feet to a "X" in concrete set marking the northerly northwest corner of the herein described tract and a point in the south right-of-way line of said West Parkrow Drive;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 77.28 feet to the POINT OF BEGINNING and containing 1.2668 acres, or 55,182 square feet, of land.

EXHIBIT "A"

TO TERMINATION OF ACCESS AGREEMENT-CONTINUED

Tract II

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being the remainder of that land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

COMMENCING at a 1/2 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width;

THENCE along the south right-of-way line of said West Parkrow Drive, N89°25'12"W, 77.28 feet to a concrete nail set marking the easterly northwest corner of that land sold by Star Enterprises to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records and the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE along the northerly west line of said Motiva tract, S00°16'46"E, 83.11 feet to a "X" in concrete set marking the southeast corner of the herein described tract and an "ell" corner of said Motiva tract;

THENCE along the westerly north line of said Motiva tract, N89°25'12"W, 135.00 feet to a 1/2 inch iron rod with a cap set marking a point in the east line of Lot 18-R-1, of the John Stevens Addition, per deed recorded in Cabinet A, Page 4487, the southwest corner of the herein described tract, and the westerly northwest corner of said Motiva tract;

THENCE along the east line of said Lot 18-R-1, N00°16'46"W, 83.11 feet to a point in the south right-of-way line of said West Parkrow Drive and the northwest corner of said Lot 31 and the herein described tract;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 135.00 feet to the POINT OF BEGINNING and containing 0.2575 of an acre, or 11,218 square feet, of land.

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839
PC# 3510**

**1500 S Cooper St
Arlington, TX**

EXHIBIT D

FORM OF NPU RESTRICTIVE COVENANT

**This Instrument Was Prepared By
And When Recorded, Return To:
Shannon Martin Finkelstein Alvarado & Dunne, P.C.
Attn. Reesa D. Hedrick, Esq.
1001 McKinney Street, Suite 1100
Houston, Texas 77002**

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

(Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, on even date with this Declaration, **EPP DIVESTMENT RE LLC**, a Delaware limited liability company ("Seller"), conveyed to **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, a local government entity ("Buyer"), the real property commonly known as **1500 South Cooper Street, Arlington, Tarrant County, Texas**, more particularly described in the attached Exhibit "A" (the "Premises"); and

WHEREAS, in consideration of the conveyance of the Premises by Seller, free and clear of any encumbrance of the Premises by a Brand Covenant and School Use Covenant and a Right of First Refusal all in favor of Motiva Enterprises LLC ("Motiva"), a Delaware limited liability company, Buyer has agreed that for a period of ten (10) years after _____ 2021, the Premises (the "Restricted Property") shall be subject to the terms of this Declaration;

NOW THEREFORE, in consideration of the terms and covenants set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer covenant as follows:

1. For a period of ten (10) years from the date of this Declaration ("Covenant Term"), no motor vehicle fuels whatsoever, including, but not limited to, petroleum-based motor vehicle fuels such as, but not limited to, unleaded gasoline or diesel motor vehicle fuel, shall be advertised, stored, sold or distributed at, on or from the Restricted Property, or any part thereof. For the avoidance of doubt, the term "motor vehicle fuels" shall not include lubricants, additives, solvents, cleaners, anti-freeze or pre-packaged motor oil products in five (5) gallon or smaller individual sale containers ("Permitted Products") such as those sold in a typical auto parts retail store similar to those presently operated by Autozone, O'Reilly Auto Parts, Pep Boys, or Napa Auto Parts and the Restrictive Covenant (as defined below) shall not prohibit the operation of such stores or sale of Permitted Products at or on the Restricted Property, or any part thereof. Buyer shall not operate at, on or within the Restricted Property a "retail gasoline facility." "Retail gasoline facility" shall mean a. motor fuel facility, selling and offering services and products commonly sold at retail service

stations and motor fuel facilities, with kiosk, free-standing canopy, twenty-four (24) hour automatic carwash, and twenty-four (24) hour convenience store, or any combination of, or substantially similar to, the foregoing. (collectively defined herein as the "Restrictive Covenant")

At any time during the Covenant Term, if the Restrictive Covenant is altered, modified or released and as a result (or for any other reason) motor vehicle fuel is advertised, stored, sold, or distributed at, on or from the Restricted Property, such motor fuel shall be advertised, stored, sold or distributed under a brand owned, used and/or licensed by Motiva, including without limitation the "Shell" trademark or "76" trademark.

2. The Restrictive Covenant is for the benefit of Seller and Motiva, shall run with the Restricted Property and pass with each and every portion of the Restricted Property, is binding upon all successive owners, possessors and occupants of the Restricted Property, is imposed upon the entire Restricted Property and the Restricted Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Restrictive Covenant.

3. This instrument shall be recorded in each county or parish in which the Restricted Property is located and shall expire automatically and be of no further force and effect upon the tenth (10th) anniversary of the date of this Declaration without the need for filing a release or other action by Seller, Buyer or any other party. Grantee agrees to include the Restrictive Covenant in any conveyance, lease or transfer of the Restricted Property to a successor in interest, grantee, lessee or transferee, until the expiration of the Covenant Term.


4. Failure to comply with any of the foregoing restrictions shall be grounds for relief which may include, without limitation, an action to recover damages, injunctive relief or any combination thereof.

(Signatures and Acknowledgement on Following Page)

IN WITNESS WHEREOF, the Arlington Independent School District, Buyer has executed this Declaration of Restrictive Covenant as of the ____ day of _____, 2021.

"BUYER":

ARLINGTON INDEPENDENT SCHOOL DISTRICT,
a Texas local government entity

By: _____ 

Name: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, who is the _____ of
ARLINGTON INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

(Seal)

Notary Public, State of TEXAS

EXHIBIT "A"

TO DECLARATION OF RESTRICTIVE COVENANT

Legal Descriptions of the Restricted Property

Tract I

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being a portion of that land sold by Star Enterprise to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records, and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

BEGJNNING at a 112 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width, and the beginning of a curve concave to the southwest.

THENCE along the cutback of the intersection of the south right-of-way line of said West Parkrow Drive, with the west right-of-way line of said South Cooper Street, 109.24 feet along the arc of said curve concave to the southwest having a radius of 70.00', a central angle of 89°25'03", and whose chord bears S44°42'41"E, 98.49 feet to a 112 inch iron rod with a cap set marking the end of said curve.

THENCE along the west right-of-way of said South Cooper Street, SOUTH, 170.03' to a 112 inch iron rod with a cap set marking the southeast corner of said Lot 31, the northeast corner of lot 18- R-1 of John Stephens Addition, per plat recorded in Cabinet A, Page 4487 of the Tarrant County Plat Records, and the southeast corner of the herein described tract; an axle bears S89°24'E, 4.7 feet;

THENCE along the south line of said Lot 31 and the easterly north line of said Lot 18-R-1, N89°24'19"W, 280.41 feet to a metal fence post found marking an "ell" corner for said Lot 18-R-1, and the southwest corner of said Lot 31 and the herein described tract;

THENCE along the northerly east line of said Lot 18-R-1, N00°16'46"W, 156.85 feet to a 1/2 inch iron rod with a cap set marking the southwest corner of a tract of land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records, and the westerly northwest corner of the herein described tract;

THENCE along the south line of said Texaco tract, S89°25'12"E, 135.00 feet to a "X" in concrete set marking the southeast corner of said Texaco tract and an "ell" corner for the herein described tract;

THENCE along the east line of said Texaco tract, N00°16'46"W, 83.11 feet to a "X" in concrete set marking the northerly northwest corner of the herein described tract and a point in the south right-of-way line of said West Parkrow Drive;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 77.28 feet to the POINT OF BEGINNING and containing 1.2668 acres, or 55,182 square feet, of land.

EXHIBIT "A"

TO DECLARATION OF RESTRICTIVE COVENANT-CONTINUED

Tract II

Being a tract of land in the J. Stephens Survey, Abstract No. 1428, Tarrant County, Texas, and being a portion of Lot 31 of Lot 31, John Stephens Addition, per plat recorded in Volume 388-174, Page 28 of the Tarrant County Plat Records, and being the remainder of that land sold to Texaco, Inc., as described in deed recorded in Volume 7798, Page 151, of the Tarrant County Deed Records and being more particularly described by metes and bounds as follows, with all bearings being based on the west right-of-way line of South Cooper Street being SOUTH;

COMMENCING at a 1/2 inch iron rod with a cap set marking the northwesterly cutback corner of the intersection of the south right-of-way line of West Parkrow Drive, variable width, with the west right-of-way line of South Cooper Street (State Highway No. 157), variable width;

THENCE along the south right-of-way line of said West Parkrow Drive, N89°25'12"W, 77.28 feet to a concrete nail set marking the easterly northwest corner of that land sold by Star Enterprises to Motiva Enterprises LLC, as described in deed recorded in Volume 13490, Page 413, Tarrant County Deed Records and the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE along the northerly west line of said Motiva tract, S00°16'46"E, 83.11 feet to a "X" in concrete set marking the southeast corner of the herein described tract and an "ell" corner of said Motiva tract;

THENCE along the westerly north line of said Motiva tract, N89°25'12"W, 135.00 feet to a 1/2 inch iron rod with a cap set marking a point in the east line of Lot 18-R-1, of the John Stevens Addition, per deed recorded in Cabinet A, Page 4487, the southwest corner of the herein described tract, and the westerly northwest corner of said Motiva tract;

THENCE along the east line of said Lot 18-R-1, N00°16'46"W, 83.11 feet to a point in the south right-of-way line of said West Parkrow Drive and the northwest corner of said Lot 31 and the herein described tract;

THENCE along the south right-of-way line of said West Parkrow Drive, S89°25'12"E, 135.00 feet to the POINT OF BEGINNING and containing 0.2575 of an acre, or 11,218 square feet, of land.

Tax Parcel Identification No.: 06231748

**CC# 101000
LN 10000839
PC# 3510**

**1500 S Cooper St
Arlington, TX**

MOTIVA APPROVAL

Motiva hereby approves the form and content of the foregoing Declaration of Restrictive Covenant. Motiva’s approval of such Declaration is conditioned upon the successful closing of the sale transaction between Seller and Buyer, and the recording in the Official Public Records of Tarrant County by Seller of a Special Warranty Deed, or other conveyance Deed, conveying the Premises to Buyer.

"Motiva":

**MOTIVA ENTERPRISES LLC,
a Delaware limited liability company**

By: _____

Name: M.W. Gillespie

Title: Business Manager

Date: _____, 2021

State of TEXAS §
 §
County of HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by M.W. Gillespie, the Business Manager of Motiva Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021

Action Item

Subject: Consider Approving the Sale of Real Property Being a Part of Block 4 of Phase IV Sheffield Village, an Addition to the City of Grand Prairie, Tarrant County, Texas, as it Appears upon the Plat Recorded in Volume 399-190, Page 83 of the Plat Records of Tarrant County, Texas (PRTCT) and Embracing All of the 10 Acre Tract Described in the Deed to Arlington Independent School District (AISD) Recorded in Volume 12379, Page 578 of the Deed of Records of Tarrant County, Texas (DRTCT) in the South Right of Way Line of Bardin Road, Situated in the John Moody Survey, Abstract No. 1007, Locally Known as 2901 W. Bardin Road or the Southeast Corner of the Intersection of Bardin Road and Magna Carta Avenue in Grand Prairie, Texas, Comprising Approximately 10.000 Acres

Purpose:

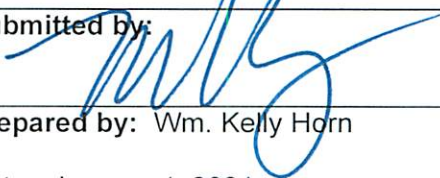
To give the Board of Trustees the opportunity to discuss and consider action to approve the sale of real property being a Part of Block 4 of Phase IV Sheffield Village, an Addition to the City of Grand Prairie, Tarrant County, Texas, as it Appears upon the Plat Recorded in Volume 399-190, Page 83 of the Plat Records of Tarrant County, Texas (PRTCT) and Embracing All of the 10 Acre Tract Described in the Deed to Arlington Independent School District (AISD) Recorded in Volume 12379, Page 578 of the Deed of Records of Tarrant County, Texas (DRTCT) in the South Right of Way Line of Bardin Road, Situated in the John Moody Survey, Abstract No. 1007, Locally Known as 2901 W. Bardin Road or the Southeast Corner of the Intersection of Bardin Road and Magna Carta Avenue in Grand Prairie, Texas, Comprising Approximately 10.000 Acres.

Background:

AISD owns a 10.000-acre tract of land at 2901 W. Bardin Road in Grand Prairie, Texas. The Board of Trustees approved a resolution on January 16, 2020, declaring the property to be surplus to the District's operations and authorizing the sale of the property. An offer has been received for the purchase of the property. AISD and the offeror have agreed to terms for the transaction including the purchase price, 90-day feasibility period, closing within 45 days of the end of the feasibility period, earnest money deposit of \$25,000 and realtor commission. The instruments required for the sale of the property have been prepared for execution by the Board President.

Recommendation:

Administration recommends that the Board approve the sale of real property being a part of Block 4 of Phase IV Sheffield Village, an Addition to the City of Grand Prairie, Tarrant County, Texas, as it Appears upon the Plat Recorded in Volume 399-190, Page 83 of the Plat Records of Tarrant County, Texas (PRTCT) and Embracing All of the 10 Acre Tract Described in the Deed to Arlington Independent School District (AISD) Recorded in Volume 12379, Page 578 of the Deed of Records of Tarrant County, Texas (DRTCT) in the South Right of Way Line of Bardin Road, Situated in the John Moody Survey, Abstract No. 1007, Locally Known as 2901 W. Bardin Road or the Southeast Corner of the Intersection of Bardin Road and Magna Carta Avenue in Grand Prairie, Texas, Comprising Approximately 10.000 Acres.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by:</p> 
	<p>Prepared by: Wm. Kelly Horn</p> <p>Date: January 4, 2021</p>

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Earnest Money Contract ("Contract") is made by and between ARLINGTON INDEPENDENT SCHOOL DISTRICT, of Arlington, Tarrant County, Texas, referred to as "Seller," and Reginald York, of York Builders Inc. referred to as "Buyer" upon the following terms and conditions.

ARTICLE I

Purchase and Sale

1.01. Subject to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the SURFACE ESTATE ONLY of a tract of land containing approx. 10.000 acres, located in Tarrant County, Texas, more particularly described in Exhibit A attached ("Property").

1.02 RESERVATION FROM SALE. Seller reserves all its rights in the mineral estate of Property.

ARTICLE II

Purchase Price

2.01. The "Purchase Price" of the Property shall be the sum of \$1,960,000.00. Buyer shall deposit with the "Title Company" (as defined in Article V of this Contract), the sum of \$25,000.00 as earnest money to bind this sale (the "Earnest Money").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at Closing.

ARTICLE III

Condition of Title and Title Report and Survey

3.01. **Preliminary Title Report.** From the date of receipt of the Earnest Money by the Title Company, Title Company shall, within ten (10) days after effective date of contract with due diligence, prepare and issue to both Seller and Buyer a preliminary title report (the "Title Report") concerning the Property.

3.02 **Procedures for Objections to Title.** Buyer shall give Seller written notice on or before the expiration of 15 days after Buyer receives the Title Report, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller (i) fails or is unable to eliminate such exceptions to title to the reasonable satisfaction of Buyer within 7 days prior to the date of Closing, or (ii) provides written notice to Buyer of Seller's unwillingness to remove an objection to title, Buyer, at its option, may terminate this Contract without liability to Seller by providing Seller with written notice of same prior to Closing, in which event the Earnest Money shall be returned to Buyer, as Buyer's sole remedy. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to Closing by providing Seller with written notice of same.

3.03 **Survey.** Seller will furnish Buyer a metes and bounds survey of the Property. If Buyer or Title Company deems Seller's survey inadequate, Buyer may order a new survey at Buyer's sole cost and expense.

ARTICLE IV

Additional Conditions of Sale

In addition to the foregoing and subsequent terms and conditions, the following terms and conditions shall apply:

4.01. **Bidding Requirements.** Pursuant to Texas Local Government Code § 272.001, Seller is required by law to comply with the following requirements:

The Board shall publish in a newspaper of general circulation in the county where the land is located or in an adjoining county, if there is no such newspaper, a notice to the general public that the land is to be offered for sale or exchange, its description, its location, and the procedure under which sealed bids to purchase the land or offers to trade for the land may be submitted. Notice shall be so given on at least two separate occasions and no sale or exchange shall be made until after the 14th day after the last notice is published.

This Contract is contingent on Seller's compliance with these legal requirements.

4.02 **No Warranties.** Buyer represents and acknowledges that by the Closing Date, Buyer shall have fully informed and satisfied itself as to all matters relevant to the acquisition, use, and development of the Property, including, without limitation, all environmental matters with respect to the Property.

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING IN WHOLE OR IN PART ON ANY STATEMENT MADE OR INFORMATION OR DOCUMENTATION PROVIDED BY OR ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER, OR NATURE WHATSOEVER, MADE OR FURNISHED BY SELLER, ITS AGENTS, ADMINISTRATORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, ATTORNEYS, TRUSTEES, OR OTHER AFFILIATES.

EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY BUYER ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, SUBJECT TO ANY CONDITION THAT MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE ON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON SELLER'S BEHALF, INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) BUYER HAS, OR WILL HAVE BEFORE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT THAT BUYER MAY DEEM NECESSARY IN ORDER TO FULLY EVALUATE THE PROPERTY; AND (C) BUYER IS RELYING SOLELY ON SUCH INSPECTIONS,

EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER IN PURCHASING THE PROPERTY. EXCEPT FOR THOSE MATTERS EXPRESSLY STATED IN THIS CONTRACT AND ANY ATTACHMENTS, SELLER HAS NO (AND BUYER WAIVES ANY) OBLIGATION TO DISCLOSE ANY AND ALL MATERIAL FACTS REGARDING THE PROPERTY, REGARDLESS OF WHETHER SUCH FACTS ARE DISCOVERABLE BY BUYER. TO THE GREATEST EXTENT ALLOWED BY LAW, SELLER SPECIFICALLY — WITHOUT LIMITATION — DISCLAIMS ANY AND ALL LIABILITY OR WARRANTY FOR ANY CONSTRUCTION DEFECTS.

4.03 **Environmental Matters.** After Closing, as between Buyer and Seller, the risk of liability or expense for environmental problems affecting the Property will be Buyer's absolute responsibility, regardless of whether such environmental problems existed or were known or unknown at Closing.

BUYER HEREBY ASSUMES THE RISK THAT ENVIRONMENTAL CONDITIONS MAY EXIST ON THE PROPERTY AND HEREBY RELEASES SELLER FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, DAMAGES, COSTS, OR EXPENSES THAT COULD ARISE OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY. BUYER FURTHER AGREES TO PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, ACTIONS, SUITS, LIABILITY, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND EXPENSES FOR THE DEFENSE THEREOF, ARISING FROM ANY ENVIRONMENTAL PROBLEMS, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

The above provisions shall be included in the deed to the Buyer, with appropriate modification of terms as the context may require.

4.04 **No Other Commissions.** Seller shall pay a commission of three percent (3%) of the first \$1,000,000 of the purchase price and two percent (2%) thereafter to Christie's Int'l Real Estate ULTERRE representing the Buyer in this transaction and three percent (3%) of the first \$1,000,000 of the purchase price and two percent (2%) thereafter to Peyco Southwest Realty Inc. representing the Seller in this transaction. Buyer and Seller each represent and warrant to the other that no real estate broker or agent has been used or consulted by such representing party in connection with the

negotiation or execution of this Contract or the purchase and sale of the Property. **BUYER AGREES THAT BUYER WILL DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, AND ACTIONS BY THIRD PARTIES FOR BROKERAGE, COMMISSION, FINDER'S, OR OTHER FEES RELATIVE TO NEGOTIATION OR EXECUTION OF THIS CONTRACT OR THE PURCHASE AND SALE OF THE PROPERTY, AND ANY COURT COSTS, ATTORNEYS' FEES, OR OTHER COSTS OR EXPENSES ARISING THEREFROM, ALLEGED TO BE CAUSED BY THE INDEMNIFYING PARTY'S ACTS.** Seller and Buyer agree that all brokerage commissions for the sale of the Property are governed by agreements outside this Earnest Money Contract.

4.05 **No Waiver.** Buyer expressly understands that Seller is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law.

4.06 **Inspections.** Buyer and Buyer's agents may enter the Property before the Closing Date to inspect it, as long as they do not unreasonably interfere with existing activities on or occupants of the Property. Buyer agrees to abide by reasonable entry rules imposed by Seller.

a. **Tests and Studies.** Within five (5) days after the Effective Date, Seller shall deliver to Purchaser any and all, leases, service contracts, environmental studies, traffic studies, or any other tests or studies which have been completed regarding the Property (the "Studies"), which are in Seller's possession. Buyer may use the Studies in the course of its due diligence, and upon Closing, shall take ownership of them. At Closing, Seller shall warrant that all Studies have been paid for in full.

b. **Maps and Drawings.** Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser copies of any and all existing surveys, plats, grading maps, topography maps, utility maps, engineering plans, previously approved site plans, and any other maps or plans of any

kind, which have been completed regarding the Property (the "Maps"), which are in Seller's possession. Buyer may use the Maps in the course of its due diligence, and upon Closing, shall take ownership of them. At Closing, Seller shall warrant that all Maps have been paid for in full.

4.07 **DTPA**. Buyer acknowledges and agrees, on its own behalf and on behalf of any permitted assigns and successors of Buyer hereafter, that the Texas Deceptive Trade Practices-Consumer Protection Act, Subchapter E of Chapter 17 of the Texas Business and Commerce Code (the "DTPA"), is not applicable to this transaction. Accordingly, Buyer's rights and remedies with respect to the transaction contemplated under this Contract, and with respect to all acts or practices of the Seller — past, present, and future — in connection with such transaction, shall be governed by legal principles other than the DTPA.

ARTICLE V

Closing

5.01. The Closing shall be held at Lawyer's Title Company, 1400 W. Abram St., Arlington, Tarrant County, Texas, ("Title Company"). Closing shall occur on or before 5:00 p.m., Central Standard Time, on or before the 45th day after the effective date of the contract, {the "Closing Date"}, in the offices of the Title Company.

5.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above, and Seller will execute and deliver to Buyer a SPECIAL WARRANTY DEED conveying title to the Property to Buyer, which deed shall conform to the provisions of this Contract. The deed will also exclude from the warranty of title any specific exceptions from title coverage that may be identified on Schedule B of the title commitment for the Property.

5.03 Title Company shall deliver to Buyer, at Buyer's sole expense, a Texas Owner's Title Policy issued by a title insurance company acceptable to Buyer in Buyer's favor in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property, subject to those

title exceptions appearing in the Policy including the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

5.04 **Closing Costs.** The following costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy:	Buyer
Escrow fee:	Seller and Buyer equally
Survey costs:	Buyer for new survey if requested
Filing fees:	Seller for release of liens, if any; Buyer for all other documents required to be recorded
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	There shall be no property tax proration as a part of this transaction. Seller is a political subdivision of the state of Texas and has no ad valorem tax liability. Seller assumes no responsibility for any outstanding taxes as may be due from its predecessors in interest. Roll back Taxes: Any roll back taxes as may become due as a result of a change in use of the Property or on any other basis are not the responsibility of Seller.

5.05 The failure of this transaction to close on the date for Closing, unless extended by mutual agreement of the parties, shall effect an automatic termination of this contract, and the Earnest Money shall be paid to Buyer or Seller as elsewhere provided herein.

ARTICLE VI

Earnest Money

6.01. At the Closing, Buyer's Earnest Money shall be paid over to Seller and applied to the Purchase Price.

ARTICLE VII

Breach By Seller

7.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, and Buyer is not in default, Buyer may (i) enforce specific performance

e. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Contract.

f. **Attorneys' Fees and Legal Expenses.** Should either party institute any action or proceeding in court to enforce any provision of the Contract or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, only the Seller as the prevailing party shall be entitled to receive from the losing party all reasonable attorneys' fees and all court and other costs incurred in connection with said proceeding.

g. **Disputes.** Buyer agrees to fully exhaust its administrative remedies under the Seller's Policy GF (LOCAL) before seeking judicial relief of any type, as permitted by this Contract, in connection with any matter related to this Contract. A copy of this policy is attached hereto and incorporated herein as Exhibit "A-1." The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Buyer's complaint must be reduced to writing and filed with the appropriate administrator of Arlington ISD within 90 days of the event or action that is the subject of the complaint.

h. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised 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. When the context requires, singular nouns and pronouns include the plural.

i. **Calculation of Dates and Times.** Unless otherwise specified, in

as its sole remedy against Buyer; or (ii) terminate this Contract and receive the Earnest Money as liquidated damages, thereby releasing the parties from this Contract.

ARTICLE VIII

Breach by Buyer

8.01 In the event Buyer should fail to consummate the purchase of the Property, Buyer is in default, and Seller shall have the right to be paid the Earnest Money, for the failure of Buyer to perform the duties imposed upon it by the terms and provisions of this Contract, or Seller may enforce specific performance of this Contract against Buyer at its discretion.

ARTICLE IX

Miscellaneous

9.01 This Contract is subject to the following additional terms and conditions:

a. **Assignment of Contract.** This Contract is not assignable by Buyer or Seller.

b. **Survival of Covenants.** Representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided in this Contract to survive Closing or that pertain to a period of time following Closing, shall survive Closing and shall remain enforceable and binding under this Contract.

c. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any action under this Contract shall be in Tarrant County, Texas.

d. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday under the laws of the State of Texas, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Central Standard Time.

j. **Time of the Essence.** Except as expressly stated otherwise, time is of the essence with respect to the performance of all obligations provided in the Contract and the consummation of all transactions contemplated by it.

k. **Prior Agreements Superseded.** This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within matter.

l. **Headings.** The headings of sections or paragraphs are for purposes of convenient reference only. Headings shall not be construed to alter the meaning of any provision of this Contract.

m. **Approval.** This Contract is subject to approval of the Arlington Independent School District Board of Trustees.

n. **Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

o. **Entire Contract.** This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or

promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract. This Contract may be amended only by an instrument in writing signed by the parties.

p. **No Waiver.** Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to the Seller or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

EFFECTIVE as of the date of delivery and receipt of a fully executed original of this Contract and Earnest Money to the Title Company.

SIGNATURE PAGE FOLLOWS

SELLER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____ (CS)

DATE: _____

Title: President, Board of Trustees

BUYER:

By: Reginald York
Authorized Representative of York Builders

DATE: 12/17/2020

Reginald York
(Type or print name of authorized representative)

Buyer's Broker
(Title of authorized representative)

By: Michael Karol

DATE: 12/17/2020

Michael Karol
Buyer's Broker
TREC #0661261

Christie's Int'l Real Estate ULTERRE
TREC #9008296

Receipt of a fully executed original of the Contract and earnest money in the amount of \$25,000.00 is acknowledged.

LAWYERS TITLE COMPANY

By: _____

Time: _____

Date: _____

EXHIBIT A

BEING A PART OF BLOCK 4 OF PHASE IV SHEFFIELD VILLAGE, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, AS IT APPEARS UPON THE PLAT RECORDED IN VOLUME 388-190, PAGE 83 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS (PRTCT) AND EMBRACING ALL OF THE 10 ACRES TRACT DESCRIBED IN THE DEED TO ARLINGTON INDEPENDENT SCHOOL DISTRICT (AISD) RECORDED IN VOLUME 12379, PAGE 578 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (DRTCT) IN THE SOUTH RIGHT OF WAY LINE OF BARDIN ROAD, SITUATED IN THE JOHN MOODY SURVEY, ABSTRACT NO. 1007 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 10 ACRES TRACT AND THE NORTHWEST CORNER OF LOT 16 IN BLOCK A OF STONE BROOKE PHASE II AT SHEFFIELD VILLAGE AS IT APPEARS UPON THE PLAT RECORDED IN CABINET A, SLIDE 4111 OF THE SAID PLAT RECORDS.

THENCE S 11°05'38" W, ALONG THE EAST LINE OF SAID 10 ACRES TRACT AND THE WEST LINE OF SAID BLOCK A, A DISTANCE OF 627.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 10 ACRES TRACT AND THE SOUTHWEST CORNER OF LOT 24 IN SAID BLOCK A AND THE MOST SOUTHERLY CORNER OF LOT 23 IN SAID BLOCK A, IN THE NORTH LINE OF BLOCK 1 OF PHASE III OF SHEFFIELD VILLAGE AS IT APPEARS UPON THE PLAT RECORDED IN VOLUME 388-174, PAGE 31 OF THE SAID PLAT RECORDS, AND BEING IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°12'36", A RADIUS OF 850.00 FEET AND A CHORD BEARING AND DISTANCE OF N 86°50'21" W, 106.89 FEET.

THENCE ALONG THE NORTH LINE OF SAID BLOCK 1 AND ALONG THE SOUTH LINE OF SAID 10 ACRES TRACT, CONTINUING ALONG SAID CURVE, AN ARC LENGTH OF 106.96 FEET TO A 1/2" IRON ROD FOUND AT ITS END.

THENCE S 89°33'21" W, CONTINUING ALONG THE SAID NORTH LINE OF BLOCK 1 AND THE SAID SOUTH LINE OF 10 ACRES TRACT, TO AND ALONG THE NORTH LINE OF A 20 FEET WIDE ALLEY AS IT APPEARS UPON THE PLAT OF PHASE V SHEFFIELD VILLAGE AND RECORDED IN VOLUME 197, PAGE 90 OF THE SAID PLAT RECORDS, A DISTANCE OF 681.50 FEET TO MARK "+" CUT IN CONCRETE FOR THE SOUTHWEST CORNER OF SAID 10 ACRES TRACT AND THE NORTHWEST CORNER OF SAID PHASE V, IN THE EAST RIGHT OF WAY LINE OF MAGNA CARTA AVENUE (FORMERLY WIMBLEDON AVENUE) AS IT APPEARS UPON THE SAID PLAT RECORDED IN VOLUME 388-190, PAGE 83 OF THE SAID PLAT RECORDS.

THENCE N 28°33'16" E, ALONG THE WEST LINE OF SAID 10 ACRES TRACT AND THE SAID EAST RIGHT OF WAY LINE OF MAGNA CARTA AVENUE, A DISTANCE OF 249.04 FEET TO A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "MMA 817-469-1671"

FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°17'59", A RADIUS OF 820.16 FEET AND A CHORD BEARING AND DISTANCE OF N 14°24'16"E, 400.99 FEET.

THENCE CONTINUING ALONG THE SAID WEST LINE OF 10 ACRES TRACT AND SAID EAST RIGHT OF WAY LINE OF MAGNA CARTA AVENUE, ALONG SAID CURVE, AN ARC LENGTH OF 405.10 FEET TO A MARK "+ " CUT IN CONCRETE AT ITS END, FOR THE WESTERLY NORTHWEST CORNER OF SAID 10 ACRES TRACT.

THENCE N 44°43'30" E, CONTINUING ALONG THE SAID WEST LINE OF 10 ACRES TRACT, A DISTANCE OF 14.18 FEET TO 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "MMA 817-469-1671" FOR THE NORTHERLY NORTHWEST CORNER OF SAID 10 ACRES TRACT, IN THE SOUTH LINE OF SAID BARDIN ROAD.

THENCE N 89°33'21"E, ALONG THE NORTH LINE OF SAID 10 ACRES TRACT AND THE SAID SOUTH RIGHT OF WAY LINE OF BARDIN ROAD, A DISTANCE OF 527.34 FEET TO A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "MMA 817-469-1671" FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°39'22" A RADIUS OF 1,550.01 FEET AND A CHORD BEARING AND DISTANCE OF S 87°36'58" E, 152.95 FEET.

THENCE CONTINUING ALONG THE NORTH LINE OF SAID 10 ACRES TRACT AND THE SAID SOUTH RIGHT OF WAY LINE OF BARDIN ROAD, ALONG SAID CURVE, AN ARC LENGTH OF 153.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 435,606 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021

Action Item

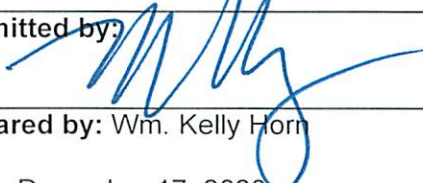
Subject: Sale and a Resolution to Approve the Sale of Delinquent Tax Property, approximately 0.3135 acres, described as Lot 10, E. Daggett Addition, located in the City of Arlington, Tarrant County, Texas, and located within the Arlington ISD, as shown by a Deed of Record in Volume 6167, Page 535 of the Deed of Records of Tarrant County, Texas, also known as 1127 W. Abram Street, Arlington, Texas

Purpose: To consider the sale and a resolution to approve the sale of delinquent tax property, approximately 0.3135 acres, more or less, described as Lot 10, E. Daggett Addition, located in the City of Arlington, Tarrant County, Texas, and located within the Arlington ISD, as shown by a Deed of Record in Volume 6167, Page 535 of the Deed of Records of Tarrant County, Texas, also known as 1127 W. Abram Street, Arlington, Texas, which was previously struck off the tax rolls due to unpaid taxes.

Background: The District has received an offer to purchase a tax foreclosure property located at 1127 W. Abram Street, Arlington, Texas. The tract is approximately 0.3135 acres in size and was struck-off the tax rolls on June 3, 2003. The total amount of taxes owed to all entities at the date the property was struck-off was \$36,159.94. The offer received for the property is \$82,000.00, which is more than the total taxes and related fees owed on the property. Since the offer is more than the amount due for taxes and related fees, the Arlington ISD is the only one of the taxing entities with a lien on this property required to approve the offer. The realtor's commission on the transaction is \$3,280.00.

If the offer is approved, AISD's share of the sales proceeds (including 2000-2003 taxes) will be \$46,085.00 which is \$30,224.31 more than the \$15,860.69 in property taxes owed to AISD on the property at the time it was struck-off (\$46,085.00 net sales proceeds allocated to AISD less \$15,860.69 taxes owed to AISD at date property was struck-off less \$11,829.39 for the 2000-2003 AISD taxes = \$18,394.92 excess proceeds). By placing the property back on the tax rolls, tax revenues will be collected on the property and the District will no longer be responsible for maintaining the property.

Recommendation: The administration recommends approval of the real property sale and a resolution approving the sale of delinquent tax property, approximately 0.3135 acres, more or less, described as Lot 10, E. Daggett Addition, located in the City of Arlington, Tarrant County, Texas, and located within the Arlington ISD, as shown by a Deed of Record in Volume 6167, Page 535 of the Deed of Records of Tarrant County, Texas, also known as 1127 W. Abram Street, Arlington, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <p>Prepared by: Wm. Kelly Horn</p> <p>Date: December 17, 2020</p>
--	--



Elizabeth Banda Calvo
Attorney at Law
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 Arlington, Texas 76010
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f: 817-860-6509
w: www.pbfc.com

FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: 1127 W. Abram St, Arlington, Texas
 PROP. NO. 688282
 PROPOSED BID: \$82,000.00
 CAUSE NO: 236-L14737-98
 STRIKE OFF DATE: June 3, 2003
 CURRENT VALUE: \$136,600.00
 BID BY: Mountaintop View, LLC

TAXES DUE JURISDICTION AT THE TIME OF SALE		RATIO
Arlington ISD / CED	\$15,860.69	43.9%
City of Arlington	\$9,837.22	27.2%
Tarrant County	\$10,462.03	28.9%
Total Taxes	\$36,159.94	100.00%

Bid Amount:		\$82,000.00
Less:	Deed filing fee	(\$47.00)
	Realtor's Commission	(\$3,280.00)
	Court Costs due District Clerk	(\$642.00)

Amount left to apply to taxes \$78,031.00

Arlington ISD	(\$78,031.00 x 43.9%)	\$34,255.61
City of Arlington	(\$78,031.00 x 27.2%)	\$21,224.43
Tarrant County	(\$78,031.00 x 28.9%)	\$22,550.96

Excess to Arlington ISD (\$34,255.61 - \$15,860.69) \$18,394.92
(Amount received less amount due at time of sale)

2000-2003 Post-judgment taxes (December 2020 amts) \$20,755.15
 (Arlington ISD portion - \$11,829.39)

NET TO ARLINGTON ISD (\$34,255.61 + \$11,829.39) \$46,085.00
(Amount received plus post judgment taxes)

NET TO CITY OF ARLINGTON \$25,723.00

NET TO TARRANT COUNTY \$26,978.15

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***calculations based on December, 2020 amounts

RESOLUTION NO. _____

A RESOLUTION OF THE ARLINGTON INDEPENDENT SCHOOL DISTRICT, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, the Arlington Independent School District, for itself and the use and benefit of the City of Arlington and Tarrant County, acquired title to a certain tract of real estate described as Lot 10, E. Daggett Addition, located in the City of Arlington, Tarrant County, Texas, also known as 1127 W. Abram St, Arlington, Texas, at a tax sale held on the 6th day of May, 2003, in Cause No. 236-L14837-98, City of Arlington, et al vs. Blish Breland, Jr.; and

WHEREAS, Texas Tax Code, § 34.05(a), authorizes the Arlington Independent School District, by and through the president of the Board of Trustees to resale the property; and

WHEREAS, the Board of Trustees is of the opinion that it is in the best interest of the Arlington Independent School District and its citizens that the property should be sold; and

WHEREAS, Mountaintop View, LLC offered to purchase the property for Ten and No/100 dollars (\$10.00) and other good and valuable consideration, which is sufficient to pay all taxes and costs;

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

The President of the Board of Trustees for the Arlington Independent School District, is authorized to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to the **MOUNTAINTOP VIEW, LLC**, which proceeds will be distributed to the taxing authorities which were parties to the tax foreclosure sale as authorized by Texas Tax Code, §34.05(a).

Dated this ___ day of _____, 2021.

President, Board of Trustees

CS

Attested:

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED
FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT § **KNOW ALL PERSONS BY THESE PRESENTS**

That the ARLINGTON INDEPENDENT SCHOOL DISTRICT and TARRANT COUNTY EDUCATION DISTRICT, "ISD", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for the CITY OF ARLINGTON "CITY" and TARRANT COUNTY, "COUNTY" release, quitclaim and surrender to the GRANTEE such title or interest as the ISD, CITY, and the COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a sheriff's sale, as shown by a Constable's Deed, recorded in the Deed Records of Tarrant County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

MOUNTAINTOP VIEW, LLC
1101 W. 34th Street, Suite 400
Austin, TX 78705

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in TARRANT County, Texas, to wit:

Being all that certain Lot 10, E. Daggett Addition to the City of Arlington, Tarrant County, Texas, and located within the Arlington Independent School District, as shown by a Deed of record in Volume 6167, Page 535 of the Deed Records of Tarrant County, Texas. #00688282

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE ISD, CITY, AND COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE ISD, CITY, AND COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS

PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE ISD, CITY AND COUNTY, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the ISD, CITY and the COUNTY, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2021.

By _____ (CS)
President, Board of Trustee, Arlington
Independent School District, for itself and
as Trustee for the City of Arlington and
Tarrant County

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared KECIA MAYS, President, Board of Trustee, ARLINGTON INDEPENDENT SCHOOL DISTRICT for itself and as Trustee for the CITY OF ARLINGTON and TARRANT COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for the State of Texas

Arlington Independent School District Board of Trustees Communication


Meeting Date: January 14, 2021	Action Item
<p>Subject: Sale and a Resolution to Approve the Sale of Delinquent Tax Properties totaling approximately 4.01 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, as shown by a Deed of Record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed of Records of Tarrant County, Texas, also known as 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas</p>	

Purpose: To consider the sale and a resolution to approve the sale of delinquent tax properties totaling approximately 4.01 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, as shown by a Deed of Record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed of Records of Tarrant County, Texas, also known as 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas, which was previously struck off the tax rolls due to unpaid taxes.

Background: The District has received an offer to purchase tax foreclosure properties located at 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas. The tracts total approximately 4.01 acres in size, more or less, and were struck-off the tax rolls on September 1, 1999. While these properties are platted as four separate properties being tract I (approximately 0.310 acres), tract II (approximately 0.260 acres), tract III (approximately 0.110 acres), and tract IV (approximately 3.33 acres) respectively, the properties are considered one property package for reasons of access and development. The total amount of taxes owed to all entities at the date the property was struck-off was \$204,755.15. The offer received for the package of properties is \$176,000.00, base bid plus \$22,420.11 for the 1999 post-judgment taxes as of December 2020. This offer is less than the total taxes due all entities and related fees owed on the property by approximately \$39,559.35. Since the offer is less than the amount due for taxes and related fees, it will be necessary for each of the taxing entities (AISD, Tarrant County, and the City of Grand Prairie) with a lien on this property to approve the offer. The realtor's commission on the transaction is \$7,040.00.

If the offer is approved, AISD's share of the sales proceeds will be \$102,702.75 (AISD pro-rata amount of \$94,987.59 plus post-judgment taxes in the amount of \$7,715.16). This offer is \$22,733.70 less than the \$117,721.29 owed to AISD at the time the property was struck-off (\$117,721.29 owed to AISD at date property was struck-off less AISD's pro-rata amount of \$94,987.59 equals \$22,733.70 in extinguished tax revenue due to AISD). While the offer is less than the taxes owed on the property, the District's legal and real estate consultants have thoroughly evaluated the offer and advise the District to consider acceptance. By placing the property back on the tax rolls, tax revenues will be collected on the property and the District will no longer be responsible for maintaining the property.

Recommendation: The administration recommends approval of the real property sale and a resolution approving the sale of delinquent tax properties totaling approximately 4.01 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, as shown by a Deed of Record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed of Records of Tarrant County, Texas, also known as 2502, 2506, 2520, and 2580 W. Jefferson Street, Grand Prairie, Texas.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <p>Prepared by: Wm. Kelly Horn</p> <p>Date: December 17, 2020</p>
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Elizabeth Banda Calvo
 Attorney at Law
 500 East Border Street, Suite 640
 Arlington, Texas 76010
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 w: www.pbfc.com

FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: Properties on W. Jefferson St, Grand Prairie
 PROP. NO. 04640675, 04640691, 04640683, 03954900
 PROPOSED BID: \$176,000.00
 CAUSE NO: 236-L7715-90
 STRIKE OFF DATE: September 1, 1999
 CURRENT VALUE: \$524,034.00
 BID BY: LJM Ventures, LLC

TAXES DUE JURISDICTION AT THE TIME OF SALE		RATIO
Arlington ISD / CED	\$117,721.29	57.5%
City of Grand Prairie	\$42,397.83	20.7%
Tarrant County	\$44,636.03	21.8%
Total Taxes	\$204,755.15	100.00%

Bid Amount:		\$176,000.00
Less:	Deed filing fee	(\$47.00)
	Realtor's Commission	(\$7,040.00)
	Court Costs due District Clerk	(\$3,717.20)

Amount left to apply to taxes \$165,195.80

Arlington ISD	(\$165,195.80 x 57.5%)	\$94,987.59
City of Grand Prairie	(\$165,195.80 x 20.7%)	\$34,195.53
Tarrant County	(\$165,195.80 x 21.8%)	\$36,012.68

Extinguished Tax revenue due Arlington ISD \$22,733.71
(\$117,721.29 - \$94,987.58) Amt due at time of sale less amount received

1999 post-judgment taxes (December, 2020 amts) \$22,420.11
 (Arlington ISD portion is \$7,715.16)

NET TO ARLINGTON ISD (\$94,987.59 + \$7,715.16) \$102,702.75
(Amount received plus post judgment taxes)
NET TO CITY OF GRAND PRAIRIE \$45,969.71
NET TO TARRANT COUNTY \$38,943.46

***calculations based on December, 2020 amounts

RESOLUTION NO. _____

A RESOLUTION OF THE ARLINGTON INDEPENDENT SCHOOL DISTRICT, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, the Arlington Independent School District and Tarrant County Education District, for itself and the use and benefit of the City of Grand Prairie and Tarrant County, acquired title to a certain tract of real estate described as 4.01 acres, more or less, out of a 5.7 acre tract in Abstract 750, Tapley Holland Survey, located in the City of Grand Prairie, Tarrant County, Texas, also known as 2502 W. Jefferson, 2506 W. Jefferson, 2520 W. Jefferson, and 2580 W. Jefferson, Grand Prairie, Texas, at a tax sale held on the 1st day of June, 1999, in Cause No. 236-L7715-90, Arlington Independent School District vs. Guildcrest, Inc.; and

WHEREAS, Texas Tax Code, § 34.05(a), authorizes the Arlington Independent School District, by and through the president of the Board of Trustees to resale the property; and

WHEREAS, the Board of Trustees is of the opinion that it is in the best interest of the Arlington Independent School District and its citizens that the properties should be sold and returned to the tax roll; and

WHEREAS, LJM Ventures, LLC made the highest offer to purchase the properties, but the bid amount is not sufficient to pay all taxes and costs; therefore the consent of all taxing entities owed money on these properties will be required to complete the sale; now therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE ARLINGTON INDEPENDENT SCHOOL DISTRICT THAT:

If and when the taxing entities approve the bid of LJM Ventures, LLC, the President of the Board of Trustees for the Arlington Independent School District, is authorized to sell, convey and transfer those certain tracts of real estate acquired at the above described tax sale to the **LJM VENTURES, LLC**, which proceeds will be distributed to the taxing authorities which were parties to the tax foreclosure sale as authorized by Texas Tax Code, §34.05(a).

Dated this ____ day of _____, 2021.


President, Board of Trustees

Attest:

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED
FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT § KNOW ALL PERSONS BY THESE PRESENTS

That the ARLINGTON INDEPENDENT SCHOOL DISTRICT and TARRANT COUNTY EDUCATION DISTRICT, "ISD", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and acting for itself and as Trustee for the CITY OF GRAND PRAIRIE "CITY" and TARRANT COUNTY, "COUNTY" release, quitclaim and surrender to the GRANTEE such title or interest as the ISD, CITY, and the COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a sheriff's sale, as shown by a Constable's Deed, recorded in the Deed Records of Tarrant County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

LJM VENTURES, LLC
2326 Sendera Ranch Drive
Magnolia, TX 77354

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in TARRANT County, Texas, to wit:

Tract I: Being all that certain 0.310 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, and being more particularly described in those certain Deeds of record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed Records of Tarrant County, Texas. #04640675

Tract II: Being all that certain 0.260 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, and being more particularly described in those certain Deeds of record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed Records of Tarrant County, Texas. #04640691

Tract III: Being all that certain 0.110 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, and being more particularly described in those certain Deeds of record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed Records of Tarrant County, Texas. #03954900

Tract IV: Being all that certain 3.33 acres, more or less, out of a 5.7 acre tract of land in Abstract 750, Tapley Holland Survey to Tarrant County, Texas, and being more particularly described in those certain Deeds of record in Volume 2883, Page 145 and Volume 5261, Page 969 of the Deed Records of Tarrant County, Texas. #04640683

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE ISD, CITY, AND COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE ISD, CITY, AND COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE ISD, CITY AND COUNTY, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the ISD, CITY and the COUNTY, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2021.

By _____
President, Board of Trustee, Arlington
Independent School District, for itself and
Tarrant County Education District



ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared KECIA MAYS, President, Board of Trustee, ARLINGTON INDEPENDENT SCHOOL DISTRICT for itself and TARRANT COUNTY EDUCATION DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for the State of Texas

EXECUTED this _____ day of _____, 2021.

By _____
Ron Jensen, Mayor
City of Grand Prairie

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared RON JENSEN, Mayor for the City of Grand Prairie, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary Public in and for the State of Texas

EXECUTED this _____ day of _____, 2021.

By _____
Honorable B. Glen Whitley
County Judge, Tarrant County, Texas

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared HONORABLE B. GLEN WHITLEY, County Judge, Tarrant County, Texas, , known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2021.

Notary Public in and for the State of Texas

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021

Action Item

Subject: Consider Extending Temporary Amendment to Policy DEC (LOCAL) Including Paid Leave Previously Authorized by the Family First Coronavirus Response Act (FFCRA)

Purpose:

Amending Policy DEC (LOCAL) to provide employees additional paid leave during global pandemic

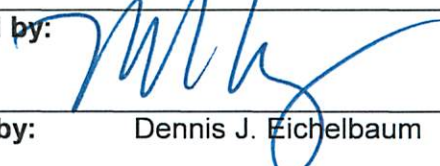
Background:

For the fall semester of 2020 AISD Board of Trustees amended Board Policy DEC (LOCAL) to incorporate the Family First Coronavirus Response Act (FFCRA) which provided paid family medical leave under specific circumstances that were related to the pandemic known as Covid-19. AISD added additional days of paid leave to address employees who by the decision of AISD were asked to self-quarantine to protect the health of co-workers and students.

Congress did not extend the benefits of the FFCRA past December 31, 2020. Because the need for leave has not abated, the need to extend the same protections as the fall semester is anticipated to continue throughout the spring semester.

Recommendation:

The administration recommends the Board pass this resolution to extend the amended Board Policy DEC (LOCAL) as stated in the resolution through the end of the 2020-2021 school year.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dennis J. Eichelbaum
	Date: January 8, 2021

**Arlington Independent School District
Resolution Temporarily Amending Policy DEC (LOCAL)**

WHEREAS, the U.S. Government has declared a national emergency and the State of Texas has declared a statewide disaster regarding the ongoing COVID-19 pandemic, and;

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation and through this action and in accordance with Guidelines from the President ordered the temporary closure of all Texas school districts, and;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District, and;

WHEREAS, the Families First Coronavirus Response Act (FFCRA) provides up to 80 hours of paid sick leave at the employee's regular rate of pay, up to \$511 daily and \$5,110 total, where the employee is unable to work, including telework, because the employee is quarantined pursuant to a Federal, State, or local government order or advice of a health care provider, and/or experiencing COVID-19 symptoms and seeking a medical diagnosis, and;

WHEREAS, the FFCRA expired December 31, 2020, and;

WHEREAS, the pandemic continues and Arlington ISD believes the identical needed relief for its workers that the FFCRA provided through December 31, 2020 continue to be needed by its employees for the remainder of the 2020-2021 school year;

WHEREAS, all district employees, contractual and at-will, contribute to the achievement of the educational mission of Arlington ISD, and;

WHEREAS, paying all employees for time missed because they are sick or otherwise quarantined for medical reasons related to COVID-19 beyond that provided by the FFCRA will enhance morale, reduce employee turnover, and reduce District exposure to unemployment or workers' compensation claims, and;

WHEREAS Arlington ISD wants to encourage workers to maintain their health and safety and to cooperate with health officials for contact tracing to combat COVID-19;

BE IT RESOLVED:

That the Board of Trustees amends for the 2020-2021 school year Board Policy DEC (LOCAL), effective January 1, 2021, to provide as follows:

This policy amendment applies to any employee who is unable to work or telework and has not previously utilized leave under FFCRA:

- (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) has been advised by a health care provider to self-quarantine related to COVID-19;
- (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- (4) is caring for an individual subject to an order described in (1) or self-quarantine as

described in (2);

(5) is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or

(6) is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

For reasons (1)-(4) and (6): A full-time employee is eligible for 80 hours of paid leave, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period;

For reason (5): A full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family & medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Amount of Pay

- For leave reasons (1), (2), or (3): employees taking leave shall be paid at either their regular rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).
- For leave reasons (4) or (6): employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).
- For leave reason (5): employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period—two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave).

The following additional benefits shall continue through the end of the 2020-2021 school year, as previously approved:

1. Employees who have been confirmed by the district's Health Service Coordinator to have been exposed in the workplace and have been required to self-quarantine as a result of COVID-19 without the capacity to work remotely will be paid their salary while self-quarantined if:
 - a. the employee agrees to cooperate with contact tracing and agrees to follow the directives of the district's Health Services Coordinator including COVID-19 testing, if appropriate.
 - b. the employee has been required to self-quarantine by the district's Health Services Coordinator but has not contracted the symptoms of the virus. An employee who has contracted the virus will be subject to the leave and pay guidelines as described above.
2. Employees who are required by the district's Health Services Coordinator to self-quarantine because of close contact at work to an individual diagnosed with COVID-19 but can work from home shall be entitled to compensation in an amount equal to their full

pay not otherwise covered by the AISD extension of FFCRA benefits without being required to use their accrued leave.

3. Employees who are required to self-quarantine for COVID-19 related exposure outside of work may apply to use their accrued time for any absences beyond the leave provided by as set forth above, if the employee agrees to cooperate with contact tracing and agrees to follow the directives of the district’s Health Services Coordinator including COVID-19 testing. For employees who do not agree to contact tracing or testing, the district shall consider the effect of the employee’s absence on the educational program or District operations, as well as the availability of substitutes, before approving use of accrued leave.

4. For employees who cannot perform their duties remotely and do not have accrued leave or FFCRA Leave eligibility remaining as described above, but who are required to self-quarantine for reasons other than work-related exposure to COVID-19, the employee may be paid for up to 10 days leave requiring “dock” repayment status. The employee must agree to cooperate with contact tracing and agrees to follow the directives of the district’s Health Services Coordinator including COVID-19 testing. The employee will agree to a repayment agreement for the “dock” status days through future payroll. Employees may be eligible for up to 10 additional days after they have completely repaid their 10 dock days.

5. The Board reserves the right to reconsider or amend this resolution as needed.

Adopted this ___ day of _____ 2021, by the Board of Trustees.

Board President

Board Secretary

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021	Action Item
Subject: Consider 2020-2021 Educator Appraisal Waiver	

Purpose:


The purpose of this action is to authorize the Superintendent seek a waiver as permitted by TEA for formal educator appraisal for the 2020-2021 school year. It also gives the Superintendent the authority to determine what other staff appraisals are appropriate for the 2020-2021 school year. This will permit the Superintendent to determine best practices with multiple options for campuses and departments based upon the needs and viability of performing performance appraisals during the pandemic.

Background:

Due to the COVID-19 pandemic the Commissioner of Education authorized districts to seek waivers of formal appraisals for educators for the 2019-2020 school year. The Commissioner of Education has extended the option to seek the same waiver to districts for the 2020-2021 school year due to the pandemic.

Recommendation:

The Administration recommends the Board authorize the Superintendent to seek a TEA waiver and amend policies DN (LOCAL), DNA (LOCAL), and DNB (LOCAL) for the 2020-2021 school year to authorize the Superintendent to adopt a strategy for appraising performance within the confines of the pandemic that meets the needs of the district.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: January 13, 2021

**Arlington Independent School District Resolution Temporarily Amending
Policies DN (LOCAL), DNA (LOCAL), and DNB (LOCAL)**

WHEREAS, the U.S. Government has declared a national emergency and the State of Texas has declared a statewide disaster regarding the ongoing COVID-19 pandemic, and;

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation and through this action and in accordance with Guidelines from the President ordered the temporary closure of all Texas school districts, and;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District, and;

WHEREAS, the Texas Education Agency (TEA) on December 10, 2020, granted permission to Districts to submit a waiver for all educator appraisal requirements, including the student growth requirement, and;

WHEREAS, the pandemic continues and Arlington ISD believes the District would benefit from the option of suspending some or all educational appraisals for the 2020-2021 school year;

WHEREAS, Arlington ISD commits to providing all employees with performance support through observations and performance assessment during the 2020- 2021 school year, and

WHEREAS, Arlington ISD commits to providing teachers with instructional support through observation of teaching and feedback to teachers on pedagogical refinements and support with analysis and adjustment to pedagogy based on student learning data throughout the remainder of the 2020- 2021 school year, and;

BE IT RESOLVED:

The Board authorizes the Superintendent to seek a waiver of all educator appraisal requirements for the 2020-2021 school year; and that

Upon subject to and upon approval of the waiver by TEA, that the Board of Trustees Board Policies DN (LOCAL), DNA (LOCAL), and DNB (LOCAL) are amended for the 2020-2021 school year, effective January 1, 2021, to provide as follows:

1. All educator appraisal requirements, including the student growth requirement, will be suspended for the year as long as the District receives the required waiver from TEA.

Adopted this ___ day of _____ 2021, by the Board of Trustees.

Board President

Board Secretary

Arlington Independent School District Board of Trustees Communication

Meeting Date: January 14, 2021	Action
Subject: Revision of AISD Asynchronous Plan to Request a Waiver to Schedule Periodic (nonconsecutive) Asynchronous Instructional Days During the Spring of 2020-2021	

Purpose:

To consider the approval to request a waiver from the Texas Education Agency (TEA) to change a regular school day to asynchronous instruction.


Background:

In response to the Covid-19 crisis, the Texas Education Agency (TEA) authorized school districts to apply for a waiver to change designated regular school days to asynchronous instruction in the spring of 2021. The purpose of this request is to provide additional teacher preparation days focused on instructional planning and student engagement.

TEA rules indicate that a local school district with an approved asynchronous plan may request a waiver to schedule periodic (nonconsecutive) asynchronous instructional days during the spring of 2020-2021 for a maximum of 2,100 minutes. During these days, the school district is required to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices.

Recommendation:

The administration recommends the Board approve the submission of a waiver to schedule periodic (nonconsecutive) asynchronous instructional days during the spring of 2020-2021

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Dr. Steven Wurtz Date: January 13, 2021
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**Arlington Independent School District
Resolution Regarding Additional In-Service Days for Educators**

WHEREAS, the U.S. Government has declared a national emergency and the State of Texas has declared a statewide disaster regarding the ongoing COVID-19 pandemic, and;

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation and through this action and in accordance with Guidelines from the President ordered the temporary closure of all Texas school districts, and;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District, and;

WHEREAS, the Texas Education Agency (TEA) on December 10, 2020, granted permission for Districts to submit a waiver to change a regular school day to be asynchronous instruction during the spring of 2021 in order to provide additional planned professional development, teacher preparation days, and;

WHEREAS, the pandemic continues and Arlington ISD believes the relief is needed for additional planned professional development and teacher preparation during the spring 2021 semester, and;

WHEREAS, adding further teacher planning, preparation, and professional development days once a month will benefit the educators and be in the best interest of the District, and;

WHEREAS, Arlington ISD has a currently approved asynchronous education plan and desires to submit a waiver for this additional asynchronous time, and;

BE IT RESOLVED:

1. That the Board of Trustees authorizes the Superintendent to request a waiver to schedule periodic (nonconsecutive) asynchronous instructional days during the spring of 2020-2021 for a maximum of 2,100 minutes.
2. During these additional asynchronous days, Arlington ISD will continue to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices.

Adopted this ___ day of _____ 2021, by the Board of Trustees.

Board President

Board Secretary

Arlington Independent School District Board of Trustees Communication

Meeting Date:	January 14, 2021	Discussion-Action Item
Subject:	2021 - 2022 School Calendar	

Purpose:

The purpose is to provide the Board with an update on the process for creating the 2021-2022 school calendar, and review the proposed 2021-2022 school calendar.


Background:

The 2021-2022 calendar committee is composed of twenty-one (21) individuals consisting of teachers, parents, students, administrators, professional staff, and representatives from the teacher associations. The committee met on December 9, 2020. Our purpose was to draft and recommend an academic focused calendar for the 2021-2022 school year that emphasized student outcomes while being aligned with local and state laws, and considers the impact on staff, and the greater community.

That draft calendar is presented for discussion.

Recommendation:

Administration recommends the Board approve the 2021-2022 school calendar as presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Michael Hill
	Date: January 8, 2021

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New Employees Hired 12/10/2020 thru 1/13/2021

Last Name	First Name	Location/Organization	Position	Start Date	Level
LOPEZ	JANETH	RANKIN	BILINGUAL	1/4/2021	ELEM
THOMAS	MARILYN	COREY	COUNSELOR	1/4/2020	ELEM
IRVING	SHENITA	RANKIN	COUNSELOR	1/4/2020	ELEM
DAVIS	LAUREN	KEY	DYSLEXIA	1/4/2021	ELEM
WANDS	RAQUEL	COREY	FINE ARTS	1/4/2021	ELEM
BASKIN	CAREY	SWIFT	NURSE	12/14/2020	ELEM
FIALHO	NICOLE	OUSLEY	READ 180	1/4/2021	ELEM
BRABENDER	RAQUEL	LAMAR	LIBRARIAN	1/4/2021	SEC
HOLLOWAY	MACI	MARTIN	MATH	1/4/2021	SEC
SMITH	KATHLEEN	MARTIN	SPANISH	1/4/2020	SEC

Elementary Summary

Teacher	4
Admin/Other	3
Total	7

Secondary Summary

Teacher	2
Admin/Other	1
Total	3

Grand Total 10

Separation of Service - Effective Between November 21 to December 20, 2020

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
EMPLOYEE INITIATED - REASON NOT SPECIFIED (11)	Watley	Aaron	Lamar High School	Classroom Assistant High School Special Ed - SEAS	0	12/11/2020
	Collins	Brenda	Arlington Collegiate High School	Title I ECHS Family Engagement Liaison	12	12/17/2020
	Ikner	Brianna	Farrell Elementary	Classroom Assistant Elementary Special Ed - SEAS	1	11/30/2020
	Agular	Cinthia	Crow Leadership Academy	Classroom Assistant Elementary - Kindergarten - Spanish	1	11/29/2020
	Whitehurst	DeAunna	Ashworth Elementary	Classroom Assistant Elementary Pre-K	2	11/24/2020
	Elias	Ileana	Bebensee Elementary	Classroom Assistant Elementary Pre-K	0	12/17/2020
	Badoni	Jamie	Swift Elementary	Nurse	2	12/8/2020
	Willie	Jeffery	Ferguson Educational Center	ROTC Teacher	6	12/17/2020
	Wines	Lanitra	Peach Elementary	Classroom Assistant Elementary Pre-K	4	11/30/2020
	Hall	Lee Ann	Martin High School	Attendance Clerk - High School	15	12/17/2020
Burgess	Sarah	Webb Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculu	5	12/4/2020	
EMPLOYEE INITIATED - EMPLOYMENT WITH ANOTHER DISTRICT (2)	Toole	Cara	Miller Elementary	Classroom Assistant Elementary Kindergarten	0	12/17/2020
	Garcia	Stephanie	Peach Elementary	Classroom Assistant Elementary Pre-K	0	12/17/2020
EMPLOYEE INITIATED - MOVING OUT OF AREA (1)	Fuentes	Meranda	Martin High School	Classroom Assistant High School	1	12/17/2020
EMPLOYEE INITIATED - REGULAR RETIREMENT (32)	Joseph	Althea	Workman Junior High	Counselor- Junior High	17	12/17/2020
	Alavizadeh	Angela	Knox Elementary	Campus Instructional Coach- Elementary	17	12/17/2020
	Schreiber	Beverly	Career Tech Center	Business Practicum Teacher 9-12	13	12/17/2020
	Swarts	Brenda	Morton Elementary	ESL Elementary Teacher K-6	27	12/17/2020
	Rakes	Carol	Martin High School	Attendance Clerk - High School	15	12/17/2020
	Hawkins	Clifford	Amos Elementary	Behavior Management Teacher	15	12/17/2020
	Spence	Connie	Kooken Educational Center	Principal - Elementary	35	12/17/2020
	Morden	Cynthia	Lamar High School	English Teacher 9-12	23	12/17/2020
	Conant	Deborah	Martin High School	Spanish Teacher 9-12	17	12/17/2020
	Washam	Deborah	McNutt Elementary	Campus Technology Manager - Elementary	13	12/17/2020
	Wood	Debra	Johns Elementary	Dyslexia Teacher	21	12/17/2020
	Whaley	Diann	Lamar High School	Journalism Teacher	30	12/17/2020
	Benda	Kathleen	Little Elementary	ESL Elementary Teacher K-6	21	12/17/2020
	Burns	Kim	Fitzgerald Elementary	Attendance Clerk - Elementary	25	12/17/2020
	Saffold	Kimberly	Ellis Elementary	Assistant Principal - Itinerant Elementary	6	12/17/2020
	Lemmons	Leighton	Rankin Elementary	Counselor - Elementary	15	12/17/2020
	Baker	Lori	Fitzgerald Elementary	Nurse	22	12/17/2020
	Miller	Melisa	Farrell Elementary	ESL Elementary Teacher PK	36	12/17/2020
	Jenkins	Monica	Lamar High School	Librarian - High School	15	12/17/2020
	Cobos-Huston	Neva	Rankin Elementary	Bilingual Elementary Teacher PK	14	12/17/2020
	Lajudice	Norma	JW Counts Administration Bldg.	Clerk - Purchasing	27	12/17/2020
	Schaffer	Peggy	Turning Point Secondary School	English Teacher 9-12	18	12/17/2020
	Holton	Rebecca	Key Elementary	Librarian - Elementary	14	12/17/2020
	Johnson	Rita	JW Counts Administration Bldg.	Clerk - Public Information	5	12/17/2020
	Fuller	Roger	Martin High School	Math Teacher 9-12	5	12/17/2020
	McCurry	Ronda	Larson Elementary	Librarian - Elementary	5	12/17/2020
	Bartholomew	Ruby	Barnett Junior High School	Classroom Assistant Junior High Special Ed - Alt Curriculu	14	12/17/2020
	Parikh	Sandhya	Hale Elementary	Classroom Assistant Elementary Special Ed - Inclusion	20	12/17/2020
	Nedderman	Terri	Corey Academy	SCE Support Interventionist	21	12/17/2020
	Bjorklund	Terrie	Arlington High School	Secretary - High School	27	12/17/2020
	Yurkunas	Valarie	Webb Elementary	ESL Elementary Teacher K-6	21	12/17/2020
	Rodrigues	Yvonne	JW Counts Administration Bldg.	ESL Elementary Teacher PK	18	12/17/2020
EMPLOYEE INITIATED - MEDICAL REASON/CARING FOR FAMILY MEMBERS (3)	Fernandez	Christine	Adm Bldg - Downtown Annex	Secretary - Director Athletics/PE	21	12/17/2020
	Esquivel	Elsa	Blanton Elementary	Bilingual Elementary Teacher K-6	2	11/30/2020
	Jamison	Tammy	Rankin Elementary	Classroom Assistant Elementary Pre-K	18	12/18/2020
EMPLOYEE INITIATED - EMPLOYMENT OUTSIDE OF EDUCATION/RETURNING TO SCHOOL (4)	McFadden	Angelina	Hill Elementary	Classroom Assistant Elementary Kindergarten	4	12/17/2020
	Thomas	Jaha	Johns Elementary	Bilingual Elementary Teacher K-6	16	12/11/2020
	Pollard	Kendra	Sherrod Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculu	5	12/17/2020
	Davis	Scharlisa	Farrell Elementary	Classroom Assistant Elementary Special Ed - SEAS	0	11/30/2020
DISTRICT INITIATED - FAILURE TO REPORT FOR WORK (1)	White	Analysia	Larson Elementary	Classroom Assistant Elementary Special Ed - SEAS	1	11/30/2020
TOTAL SEPARATIONS (54)						

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

Regular Meeting

December 10, 2020
5:00 p.m.

Members Present: Kecia Mays, Bowie Hogg, Polly Walton, Melody Fowler, Dr. Aaron D. Reich, David Wilbanks, Justin Chapa

Members Absent: None

Media Present: None

CALL TO ORDER:

President Mays called the meeting to order at 5:08 p.m. with five trustees present at the Mac Bernd Professional Building, 1111 West Arbrook Boulevard, Arlington, Texas in Room 301 A.

President Mays announced that due to the health and safety concerns related to the COVID-19 coronavirus, the meeting was being conducted by videoconference or telephone call. At least a quorum of the Board would participate by videoconference, in person or telephone conference in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have been suspended by order of the Governor. All or some trustees and limited staff may be together while maintaining proper social distancing at Room 301 A in the Mac Bernd Professional Development Center. Due to ongoing safety concerns, all open meeting proceedings will be live broadcast but members of the public will be limited in the Mac Bernd Professional Development Center pursuant to state guidelines and regulations, and all persons will be required to comply with state and district guidelines and regulations. Members of the public could access the meeting via AISD website at www.aisd.net.

CLOSED MEETING:

President Mays adjourned to closed meeting at 5:10 p.m. pursuant to Sections 551.071 through 551.084 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Superintendent Contract and Extension
2. Goal Setting
3. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between December 4-10, 2020
4. Administrative Appointments/Personnel Ratification
5. Underwriters – Obtain Legal Advice

Trustees Mr. Hogg and Mr. Chapa joined the meeting during closed session.

RECONVENE INTO OPEN SESSION: PDC, Room 301 A

President Mays reconvened the Board into the open meeting at 6:55 p.m. with seven trustees in attendance.

OPENING CEREMONY:

Dr. Reich led the audience in the Pledge of Allegiance. Mrs. Mays called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

A. Student of the Month

Bowie High School Principal Mr. Lizardo introduced the December 2020 student of the month, Gavin Thorn. Gavin has worked hard academically while still finding time to work and volunteer. He has taken advanced course in all four core subject areas for the past three years. With those rigorous courses, Gavin has still managed to maintain high averages in all of those courses. That level of success takes time, organization and determination, skills that are not only utilized in school, but also outside of school. In addition to having an impressive academic record, Gavin continues to impress with his extracurricular activities. Mr. Thorn has volunteered with Grand Prairie United Charities, Tarrant Area Food Bank, and Mission Arlington.

B. National Merit Semifinalists, National Hispanic Scholars and National African American Scholars

Executive Director of Communications and Marketing Anita Foster reported that the National Merit Scholarship Program is an academic competition for recognition and scholarships available to those students who take the PSAT and meet published requirements. Of the 1.5 million entrants, approximately 16,000 students are identified as semifinalists, and this year AISD is home to five of these outstanding students. The National African American Recognition Program identifies outstanding African American high school students and shares information about these academically well-prepared students with subscribing colleges and universities and this year AISD is home to three of these outstanding students. The National Hispanic Recognition Program identifies outstanding Hispanic high school students and shares information about these academically well-prepared students with subscribing colleges and universities. Each year nearly 5,000 outstanding Hispanic scholars are honored, and this year AISD is home to three of these outstanding students. Seven of the eleven honorees started in AISD in either prekindergarten, kindergarten or first grade. Seven students plan to pursue some form of science when they graduate and five are currently leaning toward staying in state for college. These students will be the first inductees into the 2020-2021 Wall of Fame. Ms. Foster recognized Arlington High School Principal Dr. Dhalla, Martin High School Principal Ms. Roddy and Sam Houston High School Principal Mr. Villarreal. She then announced the following winners and invited those virtually attending the meeting to share their plans for after graduation:

- Oumarou Djibo, Sam Houston High School, National African American Scholar
- Julia Garcia, Martin High School, National Hispanic Scholar
- Nicholas Kocurek, Martin High School, National Merit Semifinalist
- Matthew Lewis, Arlington High School, National Merit Semifinalist
- Chijioke Mgbahurike, Martin High School, National African American Scholar
- Mar Piel, Martin High School, National Hispanic Scholar
- Nathan Reed, Martin High School, National Merit Semifinalist
- Logan Simon, Martin High School, National Merit Semifinalist
- Emilia Stallins, Martin High School, National Hispanic Scholar
- Nathan Truong, Martin High School, National Merit Semifinalist
- Earl Wright III, Martin High School, National African American Scholar

APPOINTMENTS: None

PUBLIC HEARING:

- A. Target Improvement Plans (TIP) for 2nd Year F Campuses (Short Elementary and Speer Elementary), D Campuses (Berry Elementary, Blanton Elementary, Crow Elementary, Ellis Elementary, Hale Elementary, Larson Elementary, Morton Elementary, Patrick Elementary, Peach Elementary, Rankin Elementary, South Davis Elementary, Thornton Elementary, and Webb Elementary) and Comprehensive Support Campuses (Sam Houston High School and Venture High School)

President Mays opened the Public Hearing regarding Target Improvement Plans (TIP) for 2nd Year F Campuses (Short Elementary and Speer Elementary), D Campuses (Berry Elementary, Blanton Elementary, Crow Elementary, Ellis Elementary, Hale Elementary, Larson Elementary, Morton Elementary, Patrick Elementary, Peach Elementary, Rankin Elementary, South Davis Elementary, Thornton Elementary, and Webb Elementary) and Comprehensive Support Campuses (Sam Houston High School and Venture High School) at 7:14 p.m.

Assistant Superintendent of School Leadership Dr. Brown presented 2020-2021 accountability updates explaining that due to COVID, all districts and campuses are labeled *Not Rated: Declared State of Disaster for 2020*. Schools retain the intervention requirements from their 2018-2019 support label. TEA is working with stakeholders, advisory committees, the US Department of Education and other states to develop solutions for the impact of COVID-19 on 2021 accountability. The individual campus targeted improvement plans were provided to Board Members prior to the meeting so they could review specific details. Dr. Brown highlighted the support and resources provided, specific targeted TEKS objectives and TEA expectations for campus interventions.

Director of School Improvement Mr. Jerod Zahn provided an overview of the Texas Effective Schools Framework, which focuses on effective instruction. Essential focus areas are aligned with essential actions and key practices to achieve continuous improvement. Campuses choose two or three focus areas for the foundation of their targeted improvement plans. Instructional leaders collaborate with teachers to use data driven instructional practices in planning for student interventions. Mr. Zahn presented specific action plans for the 2nd Year F campuses, Short Elementary and Speer Elementary.

Administration recommended the board approve the target improvement plans.

There were no speakers from the audience, and Ms. Mays closed the Public Hearing at 7:41 p.m.

OPEN FORUM FOR AGENDA ITEMS: None

ACTION:

- A. Consider Target Improvement Plans (TIP) for 2nd Year F Campuses (Short Elementary and Speer Elementary), D Campuses (Berry Elementary, Blanton Elementary, Crow Elementary, Ellis Elementary, Hale Elementary, Larson Elementary, Morton Elementary, Patrick Elementary, Peach Elementary, Rankin Elementary, South Davis Elementary, Thornton Elementary, and Webb Elementary) and Comprehensive Support Campuses (Sam Houston High School and Venture High School)

Motion by Polly Walton, second by Dr. Reich, to approve the target improvement plans as presented.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

- B. Consider Staffing Ratios for the 2021-2022 Budget

Superintendent Cavazos reported that there were no changes from the previous year in the staffing ratios. The staffing ratios are implemented with discipline to stay within budget parameters. He recommended the Board approve the staffing ratios for the 2021-2022 budget.

Motion by David Wilbanks, second by Melody Fowler, to approve the staffing ratios for the 2021-2022 budget as presented.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

- C. Consider Contract for Collection of Delinquent Property Taxes

Motion by Justin Chapa, second by Melody Fowler, to approve the contract as recommended by Administration, and the order authorizing the Superintendent to execute the contract for the terms stated in the contract, and for the minutes to reflect that:

- (1) there is a substantial need for the legal services;
- (2) the legal services cannot be adequately performed by the attorneys and supporting personnel of the political subdivision; and
- (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained or because the political subdivision does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

D. Consider Extension of Superintendent Term Contract

Motion by Bowie Hogg, second by Dr. Reich, to approve an extension of the superintendent’s contract consistent with the discussion in closed meeting and to authorize the Board President to execute the contract on behalf of the Board of Trustees.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

E. Consider and Take Action on a Resolution Appointing Consultants and Directing Staff and Consultants to Prepare for the Issuance and Sale of Bonds

Motion by Melody Fowler, second by Dr. Reich, to adopt the following resolution appointing consultants and directing staff and consultants to prepare for the issuance and sale of bonds:

WHEREAS, by virtue of an election held within Arlington Independent School District on November 5, 2019, this Board of Trustees became authorized to issue, sell and deliver \$966,000,000 of unlimited tax bonds for the purpose of the acquisition, construction and equipment of school buildings in the District and for the purchase of school sites and school buses, none of which have previously been issued; and

WHEREAS, the Board has previously authorized and issued bonds in a first installment using \$311,104,011 of the voter authorization from the Election, leaving an unissued balance of \$654,895,989; and

WHEREAS, the Board finds and determines that it is necessary and proper to proceed with arrangements for the future authorization in 2021 of the issuance of the second installment of such voted bonds; and

WHEREAS, in furtherance of such determination and circumstances, this Board desires to extend the engagement of the District's financial advisor and bond counsel for a potential issuance of voted bonds in 2021; and

WHEREAS, this Board desires to direct such consultants and staff to take all such action as may be necessary to prepare for the issuance and sale of such bonds using voted authorization to fund school facilities and equipment subject to future authorization of the Board (the bonds proposed to be issued for such purpose are hereinafter the “Proposed 2021 Bonds”).

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

Section 1. Appointment of Financial Advisor. The extension of the engagement of Hilltop Securities Inc., as financial advisor to the District in connection with the issuance, sale and delivery of the Proposed 2021 Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the District and such firm with respect to such services as financial advisor is hereby authorized in such form as may be approved by the President of the Board of Trustees, and the President is hereby authorized to execute such engagement letter.

Section 2. Appointment of Bond Counsel. The extension of the engagement of McCall, Parkhurst & Horton L.L.P. as bond counsel to the District in connection with the issuance, sale and delivery of the Proposed 2021 Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the District and such firm with respect to such services as bond counsel is hereby authorized in such form as may be approved by the President of the Board of Trustees, and the President is hereby authorized to execute such engagement letter.

Section 3. Appointment of Underwriters. The Board hereby selects and appoints the following firms to act as underwriters with respect to the offering of the Proposed 2021 Bonds, provided that the terms of such appointment shall be as set forth in a bond purchase contract that will be approved by the Board (or delegated by the Board to an officer of the Issuer acting on behalf of the District) at the time that the Board authorizes the issuance of the Proposed 2021 Bonds:

Siebert Williams Shank & Co., LLC – senior manager

JPMorgan Securities, LLC – co-manager
Piper Sandler & Co. – co-manager
RBC Capital Markets, LLC – co-manager
Raymond James & Associates, Inc. – co-manager

Section 4. Authorization to Proceed with Preliminary Financing Arrangements. The Board hereby authorizes and directs that its financial advisor, bond counsel and professional staff proceed with such actions, including preparing a bond official statement, making application to the Texas Education Agency for a Permanent School Fund guarantee for the Proposed 2021 Bonds, obtaining ratings from one or more national rating agencies, and taking such other preliminary steps needed with respect to the offering of the Proposed 2021 Bonds, provided that this resolution does not constitute the approval of the Board for the authorization of the Proposed 2021 Bonds, as such approval may be obtained at a subsequent meeting of the Board when such preliminary arrangements have been made for the offering and sale of the Proposed 2021 Bonds.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

DISCUSSION / ACTION:

- A. Consider Recommendation to Approve New Boundaries for Berry, Blanton, Crow, Johns, Rankin and Thornton Elementary Schools to Take Effect in August of 2021 for the 2021-2022 School Year and Beyond

Assistant Superintendent of Administration Dr. Hill provided an overview of the timeline and process for developing boundaries. The committee including principals and community members participated in community forum meetings and provided valuable feedback. Boundary considerations included building capacity, student population balance, and student safety. Discussion topics included transportation, student transfers, capacity for temporary Berry Elementary and Thornton Elementary, construction timelines, preparing students for their new school, and academic planning. Community feedback was that they appreciated the process, the transparency and the opportunity to provide input. Dr. Hill presented a chart showing projected student enrollment with the proposed boundaries in option three.

Administration recommended the Board approve option three boundaries effective beginning with the 2021-2022 school year.

Mr. Chapa asked questions regarding specific neighborhoods and noted that the proposed boundaries did not zone some students to the closest school. He encouraged communication with impacted parents regarding transfer options.

Motion by Dr. Reich, second by Melody Fowler, to approve the boundary presented in option three impacting Berry, Blanton, Crow, Johns, Rankin and Thornton elementary schools, effective at the beginning of the 2021-2022 school year.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

Principals Dr. Eaton and Mr. Leonard said they appreciated the process and the opportunity to participate.

- B. Reopening Schools 2020-2021 Plan Update and Any Motions Therewith

Assistant Superintendent of School Leadership Dr. Brown presented a return to school update. She shared recent enrollment information, information on a new Central Office helping hands program to provide additional support at campuses, and AISD and Tarrant County COVID metrics. Dr. Brown

highlighted support provided for struggling students and plans for next steps. Staff is reviewing options for district-wide make-up days for students who are missing assignments, adjustments to summer school to address learning gaps, and a systemic review of student interventions.

Board members asked clarifying questions and shared their appreciation for all of the work being done. Trustee Walton expressed her concern for the social/emotional state of students and asked for a future report including ideas for helping them.

No action was taken on this item.

- C. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between December 4-10, 2020

No action was taken on this item.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Consider Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- B. Consider Donations

The total donations for this meeting was \$10,140.00. The year-to-date total for the 2020-2021 school year was \$336,777.57.

- C. Consider Bids

Chief Financial Officer Darla Moss recommended approval of the following bids meeting specifications:

- 21-06d Academic Educational Consultants and Professional Development Services
- 21-21 CSP for Thornton Elementary Demolition Project
- 21-22 Outside Contracted Services - Supplemental
- 21-26 RFP for School Health & Related Services (SHARS) Reimbursement Filing

- D. Consider Purchases Greater Than \$50,000 Exempt from Bid
 - 21-12-10-001 Software for Student Enrollment – SchoolMint
 - 21-12-10-002 Appraisal Services
 - 21-12-10-003 Level Literacy Bookroom Enhancements
 - 21-12-10-004 Architectural Professional Services – Arlington HS
 - 21-12-10-005 Architectural Professional Services – Sam Houston HS
 - 21-12-10-006 Architectural Professional Services – Wilemon Stadium
 - 21-12-10-007 Architectural Professional Services – Bailey Jr. High
 - 21-12-10-008 Architectural Professional Services – Duff Elementary
 - 21-12-10-009 Architectural Professional Services – South Davis Elementary
 - 21-12-10-010 Architectural Professional Services – Adams Elementary
 - 21-12-10-011 Architectural Professional Services - Hale Elementary
 - 21-12-10-012 Architectural Professional Services – Atherton Elementary
 - 21-12-10-013 Architectural Professional Services – Foster Elementary
 - 21-12-10-014 Architectural Professional Services – Johns Elementary
 - 21-12-10-015 Civil Engineering Services – Elementary Playground Replacements
 - 21-12-10-016 Day School Support Services
- E. Consider Minutes of Previous Meetings - November, 2020
- F. Consider Monthly Financial Report for Period Ending October 31, 2020
- G. Authorization to Set Up a New Bank Account Titled “651 Construction 2019 Auth. #2 Series 2021”
- H. Consider Change Order #1 Amending the Contract Amount and Substantial Completion Date for the 2019 Bond Construction Project for the Food & Nutrition Service Center Project, Phase I – Bid Packet 3
- I. Consider Additional Texas Teacher Evaluation and Support System (T-TESS) Appraisers

Motion by Melody Fowler, second by Bowie Hogg, to accept the consent agenda.

President Mays asked Board Members to vote by roll call.

All board members voted yes.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

OPEN FORUM FOR NON-AGENDA ITEMS: None

SUPERINTENDENT'S REPORT:

Dr. Cavazos thanked the staff in the COVID testing center, led by Annette Minnerly and AISD nurses. He thanked them for taking on another responsibility and continuing to lead with excellence. He said that in a recent meeting Arlington Fire Department Chief Crowson commended AISD health services for being a model, following protocols.

SCHOOL BOARD'S REPORT:

Mrs. Fowler reported that with COVID, birthdays are challenging. She shared a birthday shout-out to her favorite eleven year old, fifth grader Presley Wallace. Mrs. Fowler reminded parents of struggling students that Accel Learning Academy has many retired AISD teachers and provides great tutoring services.

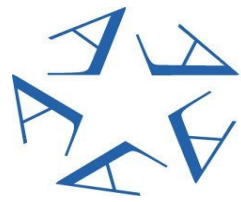
Dr. Reich wished everyone a wonderful holiday season. This season is very different, as many of the usual hustle bustle gatherings, parties and fine arts events at campuses will not occur. The community enjoys the performances and he is sad to miss them this year. He hopes everyone can think of what we had in recent seasons and not take anything for granted. He wished for everyone to find joy and wished them the best.

President Mays reported that four football teams advanced to the playoffs. Martin High School was playing tonight, Arlington High School plays on Friday, and Seguin High School and Bowie High School play on Saturday. Playoff times and locations are on the District website, www.aisd.net. For volleyball, Mrs. Mays congratulated Martin High School, Arlington High School and Bowie High School for advancing to the playoffs and Martin High School for being District champions. The volleyball seasons are now over and AISD is very proud of them. Sam Houston High School boys and Martin High School girls were District champions for cross country. Cross country athletes from Martin High School, Sam Houston High School, Arlington High School, Bowie High School and Seguin High School competed at the regional meet. Mrs. Mays thanked the students in the horticulture department for the beautiful poinsettias. She wished everyone a safe holiday and encouraged teachers to take the opportunity to pull away, decompress and regenerate. President Mays thanked the parents for all they have done and asked everyone to take a moment to enjoy their families and the break.

Secretary Walton had no report.

ADJOURNMENT:

President Mays adjourned the meeting at 9:17 p.m. The Board did not return to closed session.



Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

Monthly Financial Report

For the period ending November 30, 2020

Arlington Independent School District
Monthly Statement of Revenues, Expenditures, and Changes in Fund Balance by Function
Funds with Legally Adopted Budgets
For the period ending November 30, 2020
(Unaudited)

	General Fund			Debt Service Fund			Capital Projects Fund		
	Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date	
Revenues:									
Property taxes	\$ 299,004,624	\$ 27,530,757	9 %	\$ 89,140,370	\$ 8,269,225	9 %	\$ -	\$ -	
Tuition and fees	620,000	212,137	34	-	-		-	-	
Other revenues from local sources	3,407,275	898,907	26	200,000	43,539	22	2,250,000	582,728	26 %
Co-curricular and enterprising services	326,500	10,316	3	-	-		-	-	
State revenues	222,505,026	90,480,263	41	953,396	-	0	-	-	
Federal revenues	9,680,000	577,806	6	395,055	-	0	-	-	
Total revenues	535,543,425	119,710,186		90,688,821	8,312,764		2,250,000	582,728	
Expenditures:									
Instruction	347,211,931	125,403,294	36	-	-		18,010,918	11,447,670	64
Instructional Resources and Media Service	7,109,724	2,504,426	35	-	-		-	-	
Curriculum and Instructional Staff Development	7,145,113	2,557,634	36	-	-		153,511	12,429	8
Instructional Leadership	10,688,939	3,806,789	36	-	-		-	-	
School Leadership	32,908,189	12,955,674	39	-	-		-	-	
Guidance and Counseling Services	32,808,054	12,192,427	37	-	-		-	-	
Social Work Services	2,195,319	797,038	36	-	-		-	-	
Health Services	7,742,427	2,760,445	36	-	-		-	-	
Student Transportation	17,361,611	4,855,719	28	-	-		2,858,552	2,243,600	78
Food Service	-	-		-	-		-	-	
Co-curricular/Extracurricular Activities	10,539,443	3,552,286	34	-	-		991,407	746,009	75
General Administration	12,061,845	4,446,233	37	-	-		-	-	
Plant Maintenance and Operations	55,765,944	18,577,172	33	-	-		72,214,680	5,113,695	7
Security and Monitoring Services	9,976,511	2,071,834	21	-	-		1,437,367	60,592	4
Data Processing	11,841,480	4,998,349	42	-	-		10,938,141	6,290,450	58
Community Services	559,996	125,828	22	-	-		-	-	
Debt Service	589,164	294,581	50	93,711,843	18,068,163	19	-	-	
Facilities Acquisition and Construction	-	-		-	-		239,464,226	34,832,905	15
Payments to JJAEP	30,000	3,225	11	-	-		-	-	
Payments to TIF	-	-		-	-		-	-	
Other Intergov Charges	2,397,376	933,914	39	-	-		-	-	
Total expenditures	568,933,067	202,836,868		93,711,843	18,068,163		346,068,803	60,747,351	
Other financing sources (uses):									
Other resources	-	-		-	154,022,245		-	2,089	
Sale of mineral interests	-	-		-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-		-	-		-	-	
Other non-operating revenues	-	-		-	-		-	-	
Residual equity	-	-		-	-		-	-	
Other uses	-	-		-	(156,105,140)		-	-	
Loss on Sale of Property	-	-		-	-		-	-	
Total other financing sources (uses)	-	-		-	(2,082,895)		-	2,089	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (33,389,642)	\$ (83,126,682)		\$ (3,023,022)	\$ (11,838,294)		\$(343,818,803)	\$ (60,162,534)	

¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date		Current Budget	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 388,144,994	\$ 35,799,982
-	-		-	-		-	-	%	620,000	212,137
555,000	1,649	0 %	882,621	145,028	16 %	181,436	53,350	29	7,476,332	1,725,200
5,449,952	65,273	1	-	-		-	-		5,776,452	75,589
175,000	-	0	-	-		2,068,418	318,602	15	225,701,840	90,798,865
<u>27,999,349</u>	<u>375,833</u>	1	<u>-</u>	<u>-</u>		<u>47,620,107</u>	<u>3,322,888</u>	7	<u>85,694,511</u>	<u>4,276,526</u>
<u>34,179,301</u>	<u>442,754</u>		<u>882,621</u>	<u>145,028</u>		<u>49,869,961</u>	<u>3,694,840</u>		<u>713,414,129</u>	<u>132,888,300</u>
-	-		-	-		33,538,499	18,361,856	55	398,761,348	155,212,820
-	-		-	-		73,518	21,181	29	7,183,242	2,525,607
-	-		-	-		5,652,648	868,293	15	12,951,272	3,438,356
-	-		-	-		5,087,490	1,603,271	32	15,776,429	5,410,061
-	-		-	-		8,250	4,096	50	32,916,439	12,959,770
-	-		-	-		1,309,753	470,727	36	34,117,807	12,663,154
-	-		-	-		334,820	329,123	98	2,530,139	1,126,161
-	-		-	-		49,003	10,068	21	7,791,430	2,770,514
-	-		-	-		36,500	1,160	3	20,256,663	7,100,479
33,790,133	9,479,971	28	-	-		60,000	60,000	100	33,850,133	9,539,971
-	-		-	-		10,000	-	0	11,540,850	4,298,295
-	-		75,000	11,618	15	-	-		12,136,845	4,457,852
150,419	34,746	23	-	-		130,395	-	0	128,261,438	23,725,613
-	-		-	-		1,092,241	153,090	14	12,506,119	2,285,517
-	-		-	-		-	-		22,779,620	11,288,799
-	-		-	-		2,486,846	788,491	32	3,046,842	914,319
-	-		-	-		-	-		94,301,007	18,362,744
-	-		-	-		-	-		239,464,226	34,832,905
-	-		-	-		-	-		30,000	3,225
-	-		-	-		-	-		-	-
-	-		-	-		-	-		2,397,376	933,914
<u>33,940,552</u>	<u>9,514,718</u>		<u>75,000</u>	<u>11,618</u>		<u>49,869,961</u>	<u>22,671,358</u>		<u>1,092,599,226</u>	<u>313,850,076</u>
-	-		-	-		-	-		-	154,024,334
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(156,105,140)
-	-		-	-		-	-		-	(2,080,806)
<u>\$ 238,749</u>	<u>\$ (9,071,963)</u>		<u>\$ 807,621</u>	<u>\$ 133,410</u>		<u>\$ -</u>	<u>\$ (18,976,519)</u>		<u>\$(379,185,097)</u>	<u>\$(183,042,582)</u>

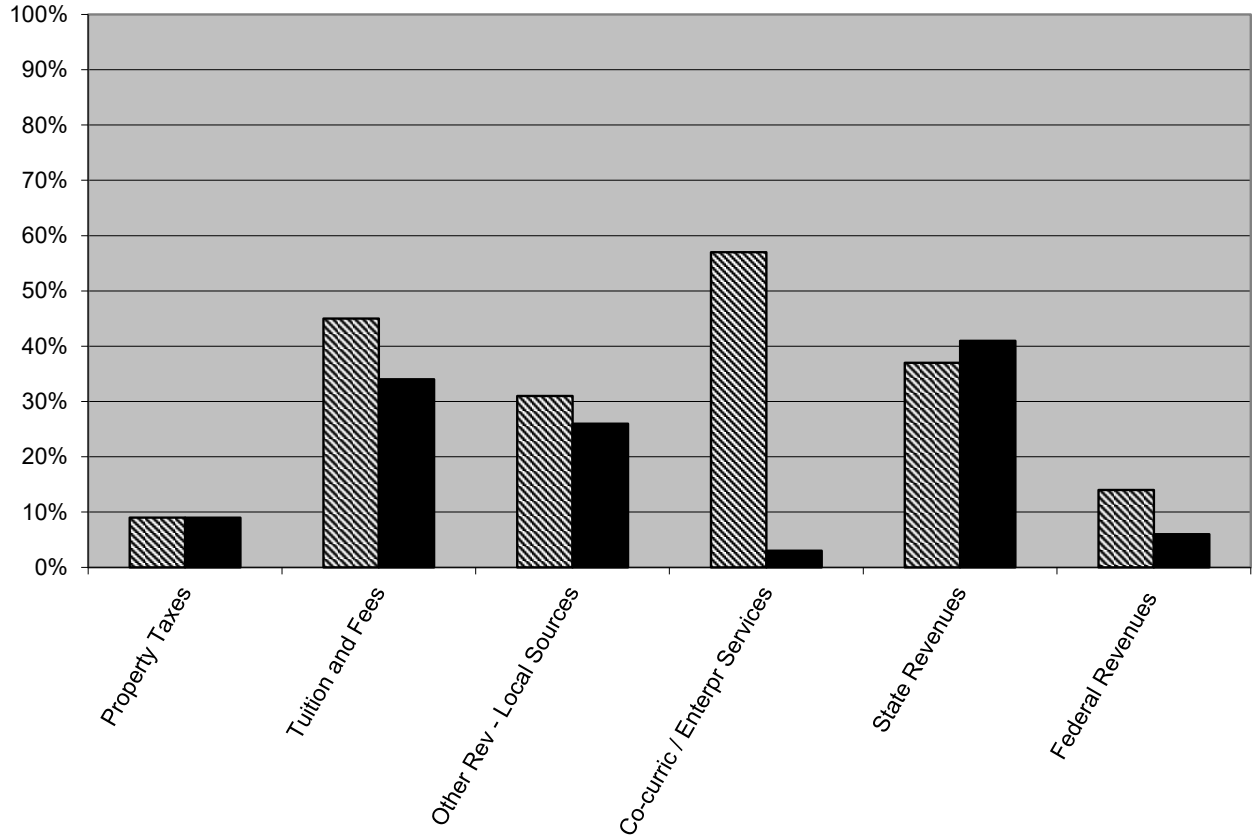
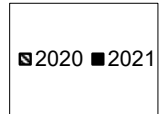
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Federal revenues	9,680,000	577,806	6	395,055	-	0	-	-	
Total revenues	535,543,425	119,710,186		90,688,821	8,312,764		2,250,000	582,728	
Expenditures:									
Teachers and other professional personnel	357,276,202	143,192,255	40	-	-		-	-	
Support personnel	71,852,392	23,852,296	33	-	-		-	-	
Employee benefits	68,806,841	11,066,094	16	-	-		-	-	
Professional services	3,954,587	1,543,887	39	-	-		-	1,191,727	
Tuition services	775,825	195,072	25	-	-		-	-	
Regional Education Service Center services	757,400	647,200	85	-	-		-	-	
Contracted maintenance and repair	10,230,941	3,734,314	37	-	-		71,884,619	3,806,269	5
Utilities	11,804,424	3,063,110	26	-	-		-	-	
Rentals and operating leases	1,008,037	435,553	43	-	-		-	-	
Miscellaneous contracted services	9,092,515	1,644,763	18	-	-		1,577,262	616,496	39
Maintenance and operations supplies	7,277,667	3,327,333	46	-	-		220,000	-	0
Textbook and other reading materials	1,118,319	287,055	26	-	-		-	-	
Testing materials	1,227,389	10,647	1	-	-		-	-	
Food Service	-	-	-	-	-		-	-	
General supplies and materials	14,469,325	5,872,859	41	-	-		29,095,477	16,123,819	55
Travel	2,175,677	87,806	4	-	-		-	-	
Insurance and bonding expenditures	3,424,733	2,996,877	88	-	-		-	-	
Election expenditures	134,716	466	0	-	-		-	-	
Depreciation	-	-	-	-	-		-	-	
Miscellaneous operating expenditures	2,737,545	411,657	15	-	-		-	-	
Debt principal	528,315	262,512	50	50,970,152	-	0	-	-	
Interest	60,849	32,070	53	41,579,873	16,941,365	41	-	-	
Other debt service expenditures (fees)	-	-	-	1,161,818	1,126,798	97	-	-	
Capital outlay	219,368	173,044	79	-	-		243,291,445	39,009,040	16
Total expenditures	568,933,067	202,836,868		93,711,843	18,068,163		346,068,803	60,747,351	
Other financing sources (uses):									
Other resources	-	-	-	-	154,022,245		-	2,089	
Sale of mineral interests	-	-	-	-	-		-	-	
Non-operating revenues (Enterprise Fund)	-	-	-	-	-		-	-	
Other non-operating revenues	-	-	-	-	-		-	-	
Residual equity	-	-	-	-	-		-	-	
Other uses	-	-	-	-	(156,105,140)		-	-	
Loss on Sale of Property	-	-	-	-	-		-	-	
Total other financing sources (uses)	-	-		-	(2,082,895)		-	2,089	
Excess of revenues and other sources over (under) expenditures and other uses	\$ (33,389,642)	\$ (83,126,682)		\$ (3,023,022)	\$ (11,838,294)		\$ (343,818,803)	\$ (60,162,534)	

¹ Several of the grants represented in these funds are budgeted and accounted for based on periods that differ from the the District's fiscal year.

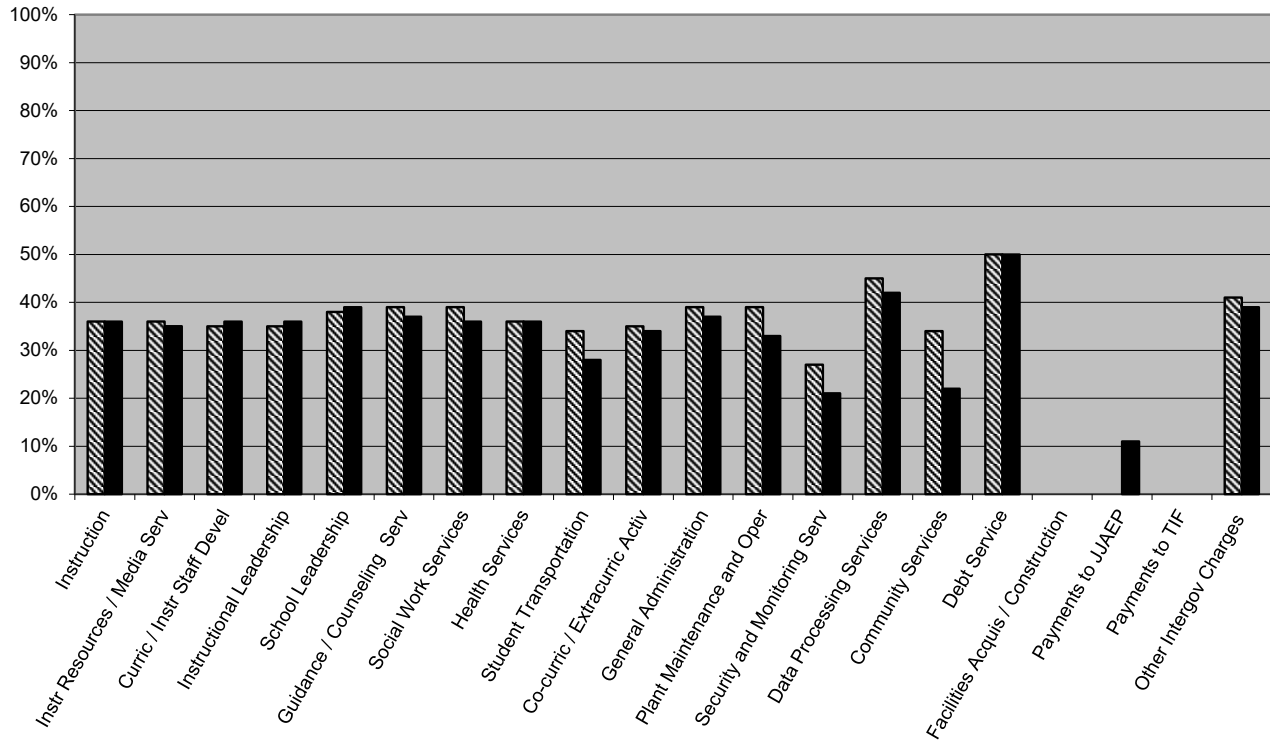
Food Service Fund			Natural Gas Fund			Other Special Revenue Funds ¹			Total (Memorandum Only)	
Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date		Current Budget ¹	Year to Date
\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ 388,144,994	\$ 35,799,982
-	-		-	-		-	-	%	620,000	212,137
555,000	1,649	0 %	882,621	145,028	16 %	181,436	53,350	29	7,476,332	1,725,200
5,449,952	65,273	1	-	-		-	-		5,776,452	75,589
175,000	-	0	-	-		2,068,418	318,602	15	225,701,840	90,798,865
27,999,349	375,833	1	-	-		47,620,107	3,322,888	7	85,694,511	4,276,526
<u>34,179,301</u>	<u>442,754</u>		<u>882,621</u>	<u>145,028</u>		<u>49,869,961</u>	<u>3,694,840</u>		<u>713,414,129</u>	<u>132,888,300</u>
1,313,419	517,320	39	-	-		31,802,626	18,892,146	59	390,392,247	162,601,721
11,212,656	3,720,326	33	-	-		7,145,784	2,256,445	32	90,210,833	29,829,067
2,207,542	729,379	33	-	-		2,015,261	886,189	44	73,029,644	12,681,662
-	-		75,000	11,618	15	-	-		4,029,587	2,747,233
-	-		-	-		455,000	55,914	12	1,230,825	250,986
-	-		-	-		-	-		757,400	647,200
338,000	202,482	60	-	-		16,125	1,200	7	82,469,685	7,744,265
150,419	34,746	23	-	-		3,000	-	0	11,957,843	3,097,856
25,000	13,430	54	-	-		-	-		1,033,037	448,983
1,534,000	200,821	13	-	-		3,576,161	19,030	1	15,779,937	2,481,109
610,276	457,611	75	-	-		128,895	-	0	8,236,838	3,784,944
500	-	0	-	-		160,056	19,656	12	1,278,875	306,710
-	-		-	-		152,742	54,908	36	1,380,131	65,554
14,969,282	2,839,227	19	-	-		60,000	60,000	100	15,029,282	2,899,227
750,757	409,442	55	-	-		3,306,153	415,322	13	47,621,712	22,821,442
17,500	8,868	51	-	-		741,330	29	0	2,934,508	96,703
20,701	-	0	-	-		-	-		3,445,434	2,996,877
-	-		-	-		-	-		134,716	466
-	-		-	-		-	-		-	-
170,500	381,066	223	-	-		136,827	10,520	8	3,044,872	803,243
-	-		-	-		-	-		51,498,467	262,512
-	-		-	-		-	-		41,640,722	16,973,434
-	-		-	-		-	-		1,161,818	1,126,798
620,000	-	0	-	-		170,000	-		244,300,813	39,182,084
<u>33,940,552</u>	<u>9,514,718</u>		<u>75,000</u>	<u>11,618</u>		<u>49,869,961</u>	<u>22,671,358</u>		<u>1,092,599,226</u>	<u>313,850,076</u>
-	-		-	-		-	-		-	154,024,334
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(156,105,140)
-	-		-	-		-	-		-	-
-	-		-	-		-	-		-	(2,080,806)
<u>\$ 238,749</u>	<u>\$ (9,071,963)</u>		<u>\$ 807,621</u>	<u>\$ 133,410</u>		<u>\$ 0</u>	<u>\$ (18,976,519)</u>		<u>\$ (379,185,097)</u>	<u>\$ (183,042,582)</u>

**General Operating Fund
% of Budget Recognized
Revenues and Other Sources
(for the five months ending November 30)**



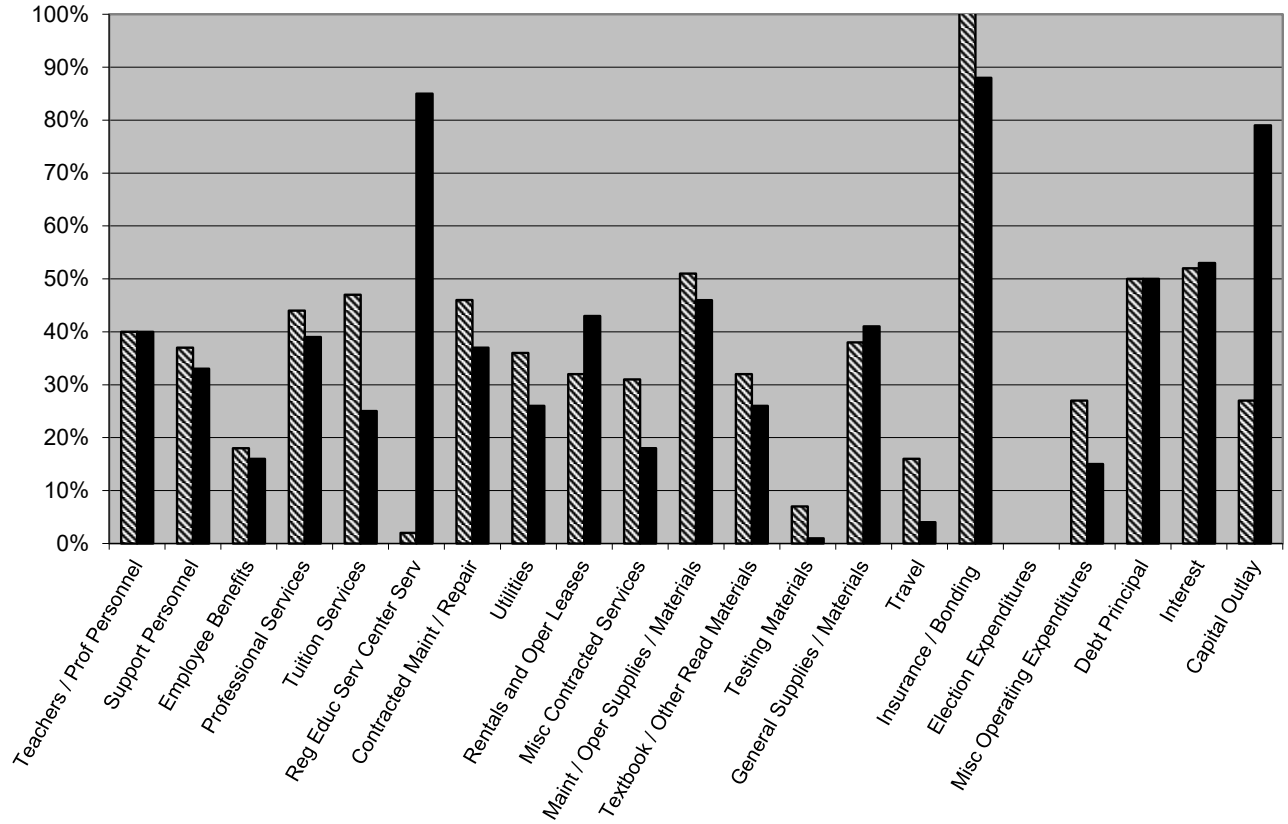
**General Operating Fund
% of Budget Spent
Expenditures by Function
(for the five months ending November 30)**

▨ 2020 ■ 2021



**General Operating Fund
% of Budget Spent
Expenditures by Object
(for the five months ending November 30)**

▨ 2020 ■ 2021



Schedule of Cash and Short-term Investments
All Funds
November 30, 2020

General Fund:	
Checking Account	\$ 13,236,477
Money Market	-
Lone Star	74,447,470
TexPool	5,336,103
LOGIC	<u>70,310,854</u>
Total General Fund	<u>163,330,903</u>
Debt Service Fund:	
Checking Account	1,012
TexPool	156,702
LOGIC	14113817.92
Lone Star	33331482.7
Debt Service Fund	<u>47,603,014</u>
Capital Projects Fund:	
Checking Account	758,498
TexPool	102
LOGIC	133,096,653
Lone Star	158,705,899
Total Capital Projects Fund	<u>292,561,151</u>
Food Service Fund:	
Checking Account	18,803
TexPool	23,974
LOGIC	2,308,946
Lone Star	<u>4,580,774</u>
Total Food Service Fund	<u>6,932,496</u>
Natural Gas Fund:	
LOGIC	6,928,346
Lone Star	<u>6,042,852</u>
Total Natural Gas Fund	<u>12,971,197</u>
Other Special Revenue Funds:	
Checking Account	<u>24,116</u>
Total Other Special Revenue Funds	<u>24,116</u>
Internal Service Fund:	
Checking Account	202,772
LOGIC	<u>5,374,482</u>
Total Internal Service Fund	<u>5,577,254</u>
Agency Fund:	
Checking Account	5,366,971
LOGIC	<u>380,536</u>
Total Agency Fund	<u>5,747,507</u>
Total Cash and Investments	<u>\$ 534,747,641</u>

Arlington Independent School District
Tax Collections Report
For the period ended November 30, 2020

	<u>November 2020</u>	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current	\$ 25,854,032	\$ 37,595,068	\$ 35,560,242
Delinquent	125,657	1,656,785 ¹	2,811,660
P & I	<u>116,254</u>	<u>727,319</u> ²	<u>549,258</u>
Total Tax Collections	<u>\$ 26,095,943</u>	<u>\$ 39,979,172</u>	<u>\$ 38,921,160</u>

	<u>Current Tax</u>	<u>Delinquent Tax</u>	<u>Totals</u>
Original Tax Levy	\$ 424,835,783	\$ 22,718,969	\$ 447,554,752
Adj to Date	19,378,060	(2,498,888)	16,879,172
Adj Tax Levy	444,213,843	20,220,081	464,433,924
Collections To Date	37,595,068	1,656,785	39,251,853
O/S Tax 11/30/20	406,618,775	18,563,296	425,182,071

	<u>Year-To-Date</u>	<u>Last Year-To-Date</u>
Current % Coll	8.4633%	8.6521%
Delinquent % Collected	8.1938%	14.7149%
Total % Coll	8.8363%	9.3362%

¹ \$ 1,514,465 has been accrued to the 2019-2020 year

² \$ 369,739 has been accrued to the 2019-2020 year.

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

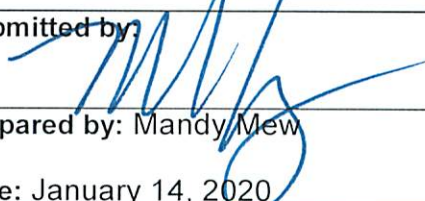
Meeting Date: January 14, 2020	Consent Item
Subject: Monthly Investment Report for period ending November 30, 2020	

Purpose:

To provide the Board of Trustees information about the monthly and fiscal year to date District investments as of November 30, 2020.

Recommendation:

Administration recommends approval of the monthly investment report.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew
	Date: January 14, 2020



Investment Report

For the period ending November 30, 2020

Arlington I.S.D.

Investment Transaction Report

For the month ending November 30, 2020

199 LOCAL MAINTENANCE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	73,552,809.00	69,035,860.13	76,750,000.00	65,838,669.13	65,838,669.13	65,847,689.03	73,552,809.00	73,567,740.22	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	18,354,602.24	8,702,651.17	0.00	27,057,253.41	27,057,253.41	27,059,472.10	18,354,602.24	18,356,914.92	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	50,719,713.38	3,182.85	3,332,679.24	47,390,216.99	47,390,216.99	47,395,714.26	50,719,713.38	50,725,647.59	0.07
Texpool	AAAm	10/30/2020	11/02/2020	5,300,957.63	536.31	0.00	5,301,493.94	5,301,493.94	5,302,766.30	5,300,957.63	5,302,388.89	0.10
Total 199 Local Maintenance				<u>147,928,082.25</u>	<u>77,742,230.46</u>	<u>80,082,679.24</u>	<u>145,587,633.47</u>	<u>145,587,633.47</u>	<u>145,605,641.69</u>	<u>147,928,082.25</u>	<u>147,952,691.62</u>	

240 FOOD SERVICE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	625,540.24	3,018,405.98	1,335,000.00	2,308,946.22	2,308,946.22	2,309,262.55	625,540.24	625,667.22	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	2,905,851.87	328.70	0.00	2,906,180.57	2,906,180.57	2,906,418.88	2,905,851.87	2,906,218.01	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	2,489,463.96	129.18	815,000.00	1,674,593.14	1,674,593.14	1,674,787.39	2,489,463.96	2,489,755.23	0.07
Texpool	AAAm	10/30/2020	11/02/2020	23,971.43	2.40	0.00	23,973.83	23,973.83	23,979.58	23,971.43	23,977.90	0.10
Total 240 Food Service				<u>6,044,827.50</u>	<u>3,018,866.26</u>	<u>2,150,000.00</u>	<u>6,913,693.76</u>	<u>6,913,693.76</u>	<u>6,914,448.40</u>	<u>6,044,827.50</u>	<u>6,045,618.36</u>	

480 NATURAL GAS FUNDS

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	6,868,519.05	59,826.72	0.00	6,928,345.77	6,928,345.77	6,929,294.95	6,868,519.05	6,869,913.36	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	3,038,509.85	343.70	0.00	3,038,853.55	3,038,853.55	3,039,102.74	3,038,509.85	3,038,892.70	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	3,003,806.47	191.55	0.00	3,003,998.02	3,003,998.02	3,004,346.48	3,003,806.47	3,004,157.92	0.07
Total 480 Natural Gas Funds				<u>12,910,835.37</u>	<u>60,361.97</u>	<u>0.00</u>	<u>12,971,197.34</u>	<u>12,971,197.34</u>	<u>12,972,744.17</u>	<u>12,910,835.37</u>	<u>12,912,963.98</u>	

Arlington I.S.D.

Investment Transaction Report

For the month ending November 30, 2020

599 DEBT SERVICE

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	14,111,971.97	1,845.95	0.00	14,113,817.92	14,113,817.92	14,115,751.51	14,111,971.97	14,114,836.70	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	9,355,789.28	1,058.28	0.00	9,356,847.56	9,356,847.56	9,357,614.82	9,355,789.28	9,356,968.11	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	23,973,106.44	1,528.70	0.00	23,974,635.14	23,974,635.14	23,977,416.20	23,973,106.44	23,975,911.29	0.07
Texpool	AAAm	10/30/2020	11/02/2020	156,685.95	15.83	0.00	156,701.78	156,701.78	156,739.39	156,685.95	156,728.26	0.10
Total 599 Debt Service				<u>47,597,553.64</u>	<u>4,448.76</u>	<u>0.00</u>	<u>47,602,002.40</u>	<u>47,602,002.40</u>	<u>47,607,521.92</u>	<u>47,597,553.64</u>	<u>47,604,444.36</u>	

640 CONSTRUCTION 2014 #1

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	2,297,599.25	1,400,219.33	1,441,720.76	2,256,097.82	2,256,097.82	2,256,406.91	2,297,599.25	2,298,065.66	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	1,088,108.40	123.08	0.00	1,088,231.48	1,088,231.48	1,088,320.71	1,088,108.40	1,088,245.50	0.13
Total 640 Construction 2014 #1				<u>3,385,707.65</u>	<u>1,400,342.41</u>	<u>1,441,720.76</u>	<u>3,344,329.30</u>	<u>3,344,329.30</u>	<u>3,344,727.62</u>	<u>3,385,707.65</u>	<u>3,386,311.16</u>	

641 CONSTRUCTION 2014 #2

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	1,798,236.92	900,238.86	0.00	2,698,475.78	2,698,475.78	2,698,845.47	1,798,236.92	1,798,601.96	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	1,250,296.83	141.43	0.00	1,250,438.26	1,250,438.26	1,250,540.80	1,250,296.83	1,250,454.37	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	1,368,961.91	54.28	910,040.00	458,976.19	458,976.19	459,029.43	1,368,961.91	1,369,122.08	0.07
Total 641 Construction 2014 #2				<u>4,417,495.66</u>	<u>900,434.57</u>	<u>910,040.00</u>	<u>4,407,890.23</u>	<u>4,407,890.23</u>	<u>4,408,415.70</u>	<u>4,417,495.66</u>	<u>4,418,178.41</u>	

642 CONSTRUCTION 2014 #3

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	3,521,722.05	1,277,196.55	0.00	4,798,918.60	4,798,918.60	4,799,576.05	3,521,722.05	3,522,436.96	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	3,139,349.38	355.11	0.00	3,139,704.49	3,139,704.49	3,139,961.95	3,139,349.38	3,139,744.94	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	4,016,766.29	222.47	928,083.57	3,088,905.19	3,088,905.19	3,089,263.50	4,016,766.29	4,017,236.25	0.07
Total 642 Construction 2014 #3				<u>10,677,837.72</u>	<u>1,277,774.13</u>	<u>928,083.57</u>	<u>11,027,528.28</u>	<u>11,027,528.28</u>	<u>11,028,801.50</u>	<u>10,677,837.72</u>	<u>10,679,418.15</u>	

Arlington I.S.D.

Investment Transaction Report

For the month ending November 30, 2020

643 CONSTRUCTION 2014 #4

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	6,431,976.95	1,400,829.67	525,804.53	7,307,002.09	7,307,002.09	7,308,003.15	6,431,976.95	6,433,282.64	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	4,768,924.41	539.44	0.00	4,769,463.85	4,769,463.85	4,769,854.95	4,768,924.41	4,769,525.29	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	5,719,864.04	324.62	1,105,913.77	4,614,274.89	4,614,274.89	4,614,810.15	5,719,864.04	5,720,533.26	0.07
Total 643 Construction 2014 #4				<u>16,920,765.40</u>	<u>1,401,693.73</u>	<u>1,631,718.30</u>	<u>16,690,740.83</u>	<u>16,690,740.83</u>	<u>16,692,668.24</u>	<u>16,920,765.40</u>	<u>16,923,341.20</u>	

644 CONSTRUCTION 2014 #5

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	765,086.79	900,101.97	52,538.89	1,612,649.87	1,612,649.87	1,612,870.80	765,086.79	765,242.10	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	1,357,821.01	90.63	952,682.11	405,229.53	405,229.53	405,262.76	1,357,821.01	1,357,992.10	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	829,413.29	52.89	0.00	829,466.18	829,466.18	829,562.40	829,413.29	829,510.33	0.07
Total 644 Construction 2014 #5				<u>2,952,321.09</u>	<u>900,245.49</u>	<u>1,005,221.00</u>	<u>2,847,345.58</u>	<u>2,847,345.58</u>	<u>2,847,695.96</u>	<u>2,952,321.09</u>	<u>2,952,744.53</u>	

650 CONSTRUCTION 2019 #1

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	114,576,010.49	1,914,771.90	2,067,374.73	114,423,407.66	114,423,407.66	114,439,083.67	114,576,010.49	114,599,269.42	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	71,086,487.92	8,040.98	0.00	71,094,528.90	71,094,528.90	71,100,358.65	71,086,487.92	71,095,444.82	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	70,077,073.57	4,436.01	2,114,929.43	67,966,580.15	67,966,580.15	67,974,464.27	70,077,073.57	70,085,272.59	0.07
Total 650 Construction 2019 #1				<u>255,739,571.98</u>	<u>1,927,248.89</u>	<u>4,182,304.16</u>	<u>253,484,516.71</u>	<u>253,484,516.71</u>	<u>253,513,906.59</u>	<u>255,739,571.98</u>	<u>255,779,986.83</u>	

699 CONSTRUCTION LOCAL

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	100.94	0.00	0.00	100.94	100.94	100.95	100.94	100.96	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	100.21	0.01	0.00	100.22	100.22	100.23	100.21	100.22	0.13
Texpool	AAAm	10/30/2020	11/02/2020	101.80	0.00	0.00	101.80	101.80	101.82	101.80	101.83	0.10
Total 699 Construction Local				<u>302.95</u>	<u>0.01</u>	<u>0.00</u>	<u>302.96</u>	<u>302.96</u>	<u>303.01</u>	<u>302.95</u>	<u>303.01</u>	

Arlington I.S.D.

Investment Transaction Report

For the month ending November 30, 2020

752 PRINT SHOP

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	207,121.18	58,240.45	0.00	265,361.63	265,361.63	265,397.98	207,121.18	207,163.23	0.15
Total 752 Print Shop				<u>207,121.18</u>	<u>58,240.45</u>	<u>0.00</u>	<u>265,361.63</u>	<u>265,361.63</u>	<u>265,397.98</u>	<u>207,121.18</u>	<u>207,163.23</u>	

770 WORKERS COMPENSATION

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	5,108,452.41	668.19	0.00	5,109,120.60	5,109,120.60	5,109,820.55	5,108,452.41	5,109,489.43	0.15
Total 770 Workers Compensation				<u>5,108,452.41</u>	<u>668.19</u>	<u>0.00</u>	<u>5,109,120.60</u>	<u>5,109,120.60</u>	<u>5,109,820.55</u>	<u>5,108,452.41</u>	<u>5,109,489.43</u>	

863 PAYROLL CLEARING

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	5,090.62	0.63	0.00	5,091.25	5,091.25	5,091.95	5,090.62	5,091.65	0.15
Texpool	AAAm	10/30/2020	11/02/2020	34,605.13	3.51	0.00	34,608.64	34,608.64	34,616.95	34,605.13	34,614.47	0.10
Total 863 Payroll Clearing				<u>39,695.75</u>	<u>4.14</u>	<u>0.00</u>	<u>39,699.89</u>	<u>39,699.89</u>	<u>39,708.89</u>	<u>39,695.75</u>	<u>39,706.13</u>	

864 FINANCE CLEARING

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	5,125.30	0.63	0.00	5,125.93	5,125.93	5,126.63	5,125.30	5,126.34	0.15
Total 864 Finance Clearing				<u>5,125.30</u>	<u>0.63</u>	<u>0.00</u>	<u>5,125.93</u>	<u>5,125.93</u>	<u>5,126.63</u>	<u>5,125.30</u>	<u>5,126.34</u>	

Arlington I.S.D.

Investment Transaction Report

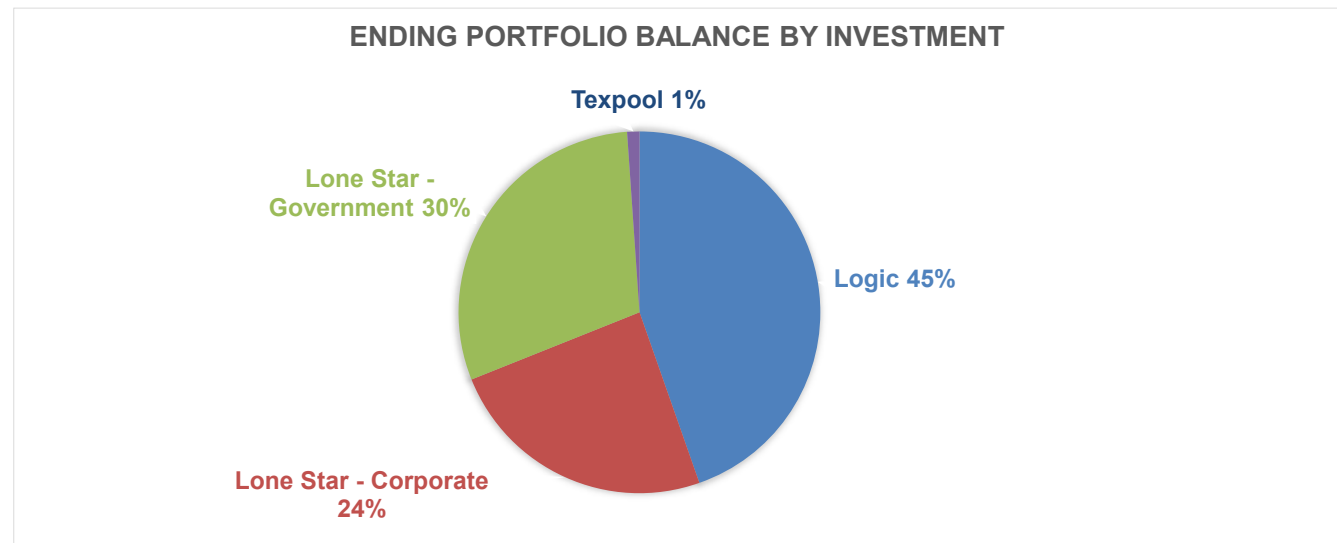
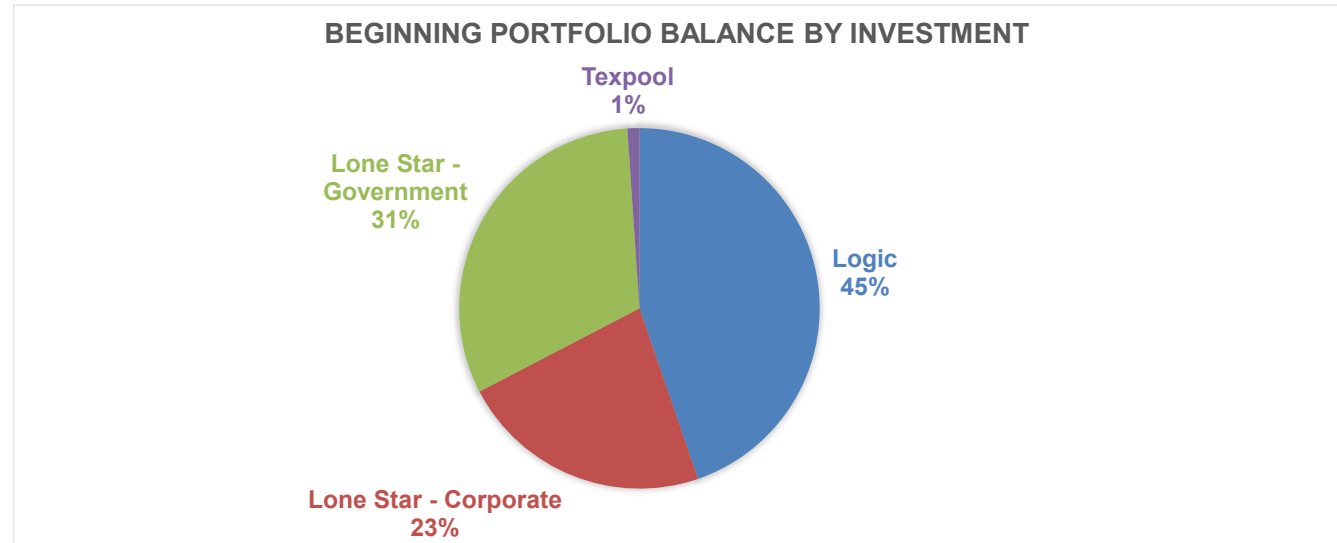
For the month ending November 30, 2020

TOTAL OF ALL FUNDS

Description	Rating	Purchase Date	Maturity Date	Beginning Balance 11/01/2020	Investments Purchased	Investments Matured/Sold	Ending Balance 11/30/2020	Book Value 11/30/2020	Market Value 11/30/2020	Book Value 10/31/2020	Market Value 10/31/2020	Yield to Maturity
LOCAL GOVERNMENT POOLS												
Logic	AAAm	10/30/2020	11/02/2020	229,875,363.16	79,968,206.96	82,172,438.91	227,671,131.21	227,671,131.21	227,702,322.15	229,875,363.16	229,922,027.86	0.15
Lone Star - Corporate	AAAm	10/30/2020	11/02/2020	116,345,841.40	8,713,672.53	952,682.11	124,106,831.82	124,106,831.82	124,117,008.58	116,345,841.40	116,360,500.98	0.13
Lone Star - Government	AAAm	10/30/2020	11/02/2020	162,198,169.35	10,122.55	9,206,646.01	153,001,645.89	153,001,645.89	153,019,394.08	162,198,169.35	162,217,146.54	0.07
Texpool	AAAm	10/30/2020	11/02/2020	5,516,321.94	558.05	0.00	5,516,879.99	5,516,879.99	5,518,204.04	5,516,321.94	5,517,811.35	0.10
Total Portfolio				<u>513,935,695.85</u>	<u>88,692,560.09</u>	<u>92,331,767.03</u>	<u>510,296,488.91</u>	<u>510,296,488.91</u>	<u>510,356,928.86</u>	<u>513,935,695.85</u>	<u>514,017,486.72</u>	

Arlington I.S.D.
Investment Transaction Report
For the month ending November 30, 2020

PERCENTAGE OF TOTAL PORTFOLIO BY INVESTMENT

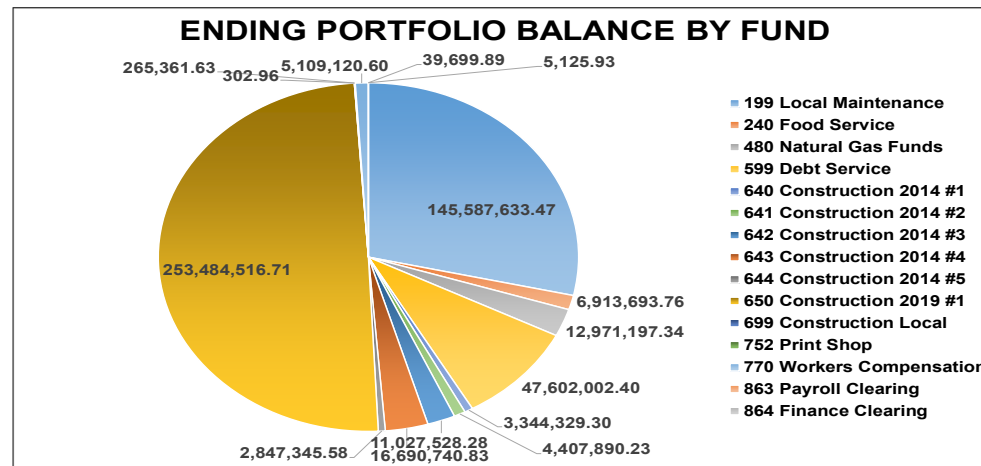
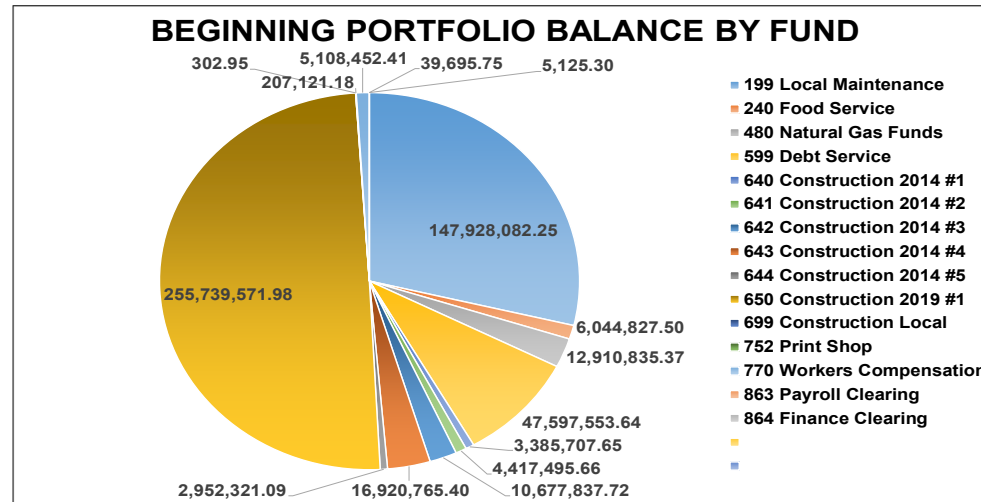


Arlington I.S.D.

Investment Transaction Report

For the month ending November 30, 2020

PERCENTAGE OF TOTAL PORTFOLIO BY FUND

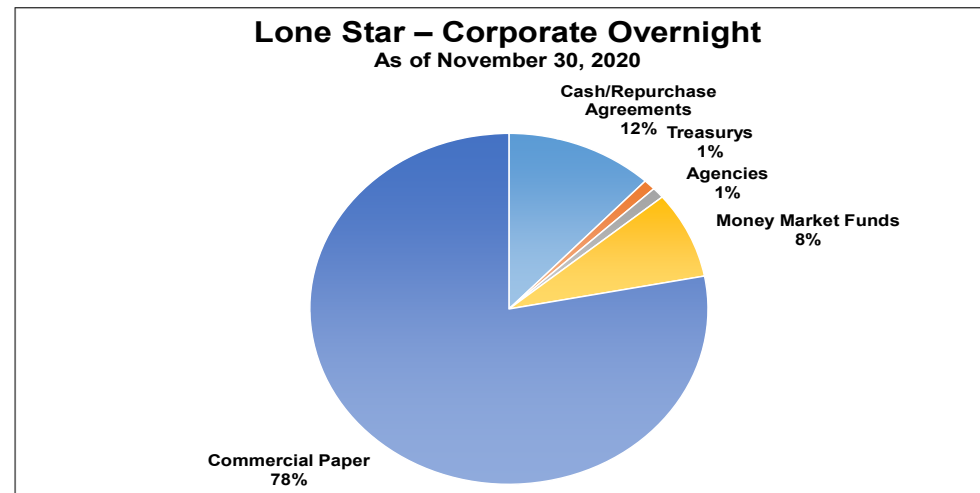
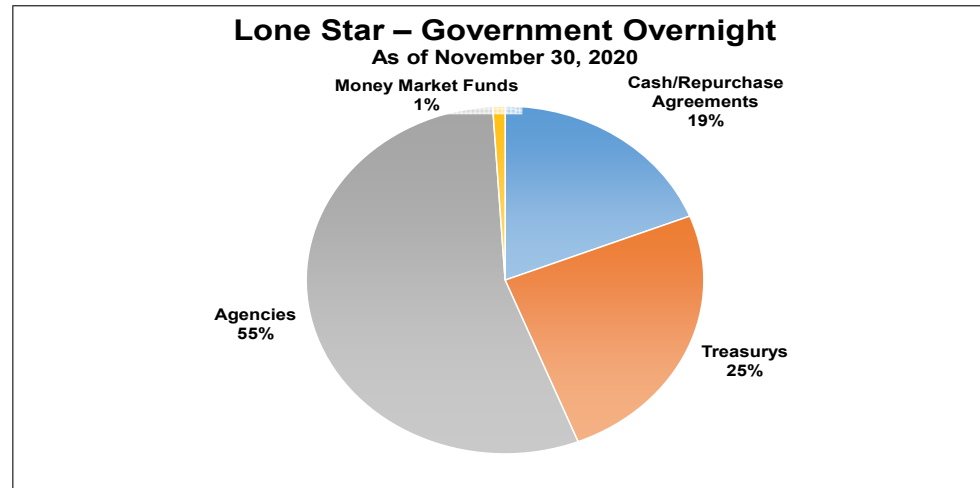


Arlington I.S.D.

Investment Transaction Report

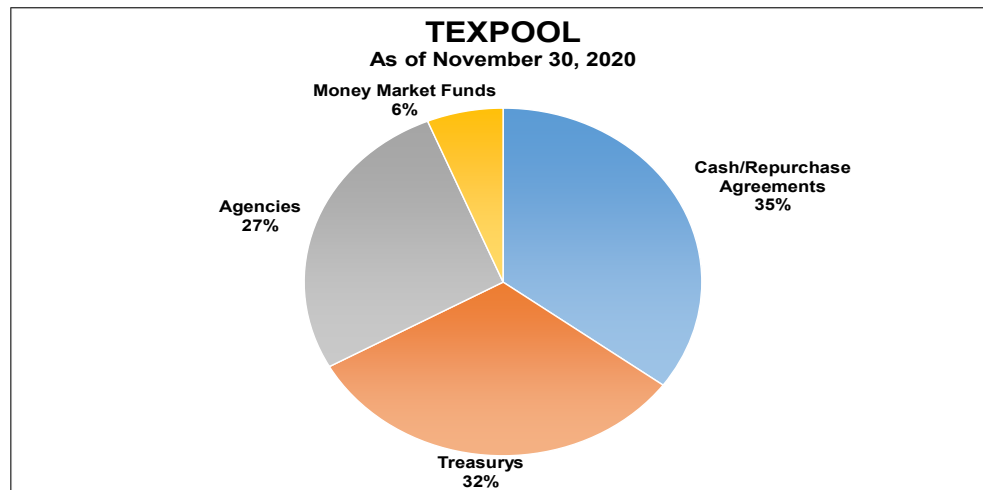
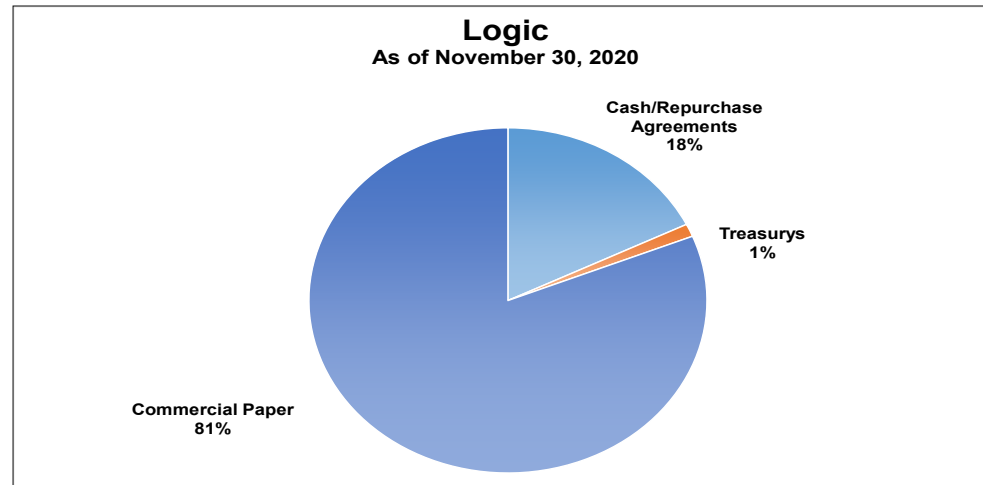
For the month ending November 30, 2020

INVESTMENT POOL - PORTFOLIO DISTRIBUTION



Arlington I.S.D.
Investment Transaction Report
For the month ending November 30, 2020

INVESTMENT POOL - PORTFOLIO DISTRIBUTION



Arlington I.S.D.
Investment Transaction Report
For the month ending November 30, 2020

The approved Investment Officers of the Arlington Independent School District certify that this Investment Report represents the investment position of the District as of November 30, 2020 in compliance with the strategies and investment policies as approved by the Board, the Public Funds Investment Act (Texas Government Code 2256) and Generally Accepted Accounting Principles (GAAP).

Stephanie Dhalla, Budget Specialist

Philip Roberson, Treasurer

Mandy Mew, Director of Budget and Cash Management

Sheena Joslyn, Director of Budget and Finance

Alice Hamrick, Executive Director of Finance

Darla Moss, Chief Financial Officer

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

Meeting Date: January 14, 2021


Consent Item

Subject: Resolution designating the employee(s) to serve as investment officers of the District and to invest District funds.

Purpose: To designate the employees that will serve as investment officers for the District.

Background: Section 2256.005(f) of the Texas Government Code requires the Board of Trustees of Arlington Independent School District to designate one or more officers or employees as investment officers of the District.

Recommendation: Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Mandy Mew
	Date: January 4, 2021

RESOLUTION OF THE BOARD TO DESIGNATE INVESTMENT OFFICER(S)

WHEREAS, Section 2256.005(f) of the Texas Government Code requires the Board of Trustees of Arlington Independent School District to designate one or more officers or employees as investment officer of the District; and

WHEREAS, the investment officer is responsible for the investment of the District's funds consistent with the District's investment policy;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Arlington Independent School District designates employee(s) currently in the following employee position(s) to serve as investment officers of the District and to invest District funds as directed by the Board of Trustees: Chief Financial Officer, Executive Director of Financial Services, Director of Budget and Finance, Treasurer, Budget Specialist and Budget Analyst.

The authority granted by this resolution is effective until rescinded by the District or the termination of the named employee's employment by the District.

Adopted this 14th day of January, 2021, by the Board of Trustees.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Arlington Independent School District Board of Trustees Communication

Meeting Date:	January 14, 2021	Consent Item
Subject:	Class Size Waiver Request	

Purpose:

To provide the Arlington ISD Board of Trustees the opportunity to approve the request for a class size waiver for the following campuses and grade levels:


Bebensee Elementary	1 st Bilingual
Larson Elementary	1 st
Peach Elementary	2 nd Bilingual
Foster Elementary	4 th Bilingual

Background:

Texas public school districts can request a class size waiver from the 22:1 state mandated ratio of students to teacher in grades KG through 4th grade. If a grade level goes out of compliance, the superintendent can submit a request for a class size waiver to TEA for the affected campus and grade level.

Recommendation:

The Administration recommends approval.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Mark Strand Date: December 15, 2020
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**Arlington Independent School District
Board of Trustees Communication**

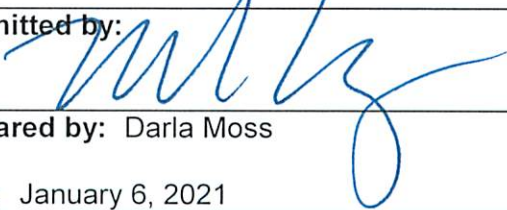
Meeting Date: January 14, 2021	Discussion Item
Subject: Budget Update	

Purpose:

To provide the Board of Trustees with an update on the 2020-2021 budget.

Background:

Administration will present an update for the 2020-2021 budget based on current enrollment and COVID-related funding formulas provided by the TEA.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Darla Moss Date: January 6, 2021