

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, September 2, 2021
5:00 p.m.**

**NOTICE of Regular Meeting of the Board of Trustees at the Administration Building,
Board Room, 1203 West Pioneer Parkway, Arlington, Texas**
Meetings may be viewed online at www.aisd.net.

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**. One or more members of the Board of Trustees may participate in this meeting via videoconference call. A quorum of the Board of Trustees will be physically present at the Administration Building.

*Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item shall be required to register to provide comment by sending an email to the Superintendent of Schools Secretary Ibenjami@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., Conference Room "B"

CLOSED MEETING: Conference Room "B"

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

1. Administrative Appointments/Personnel Ratification

RECONVENE INTO OPEN SESSION: Board Room
(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. Student Performance by Martin High School String Quartet
- B. Student of the Month
- C. Community Engaged for Excellence Award of Appreciation

APPOINTMENTS:

- A. Consider Ratification of Administrative Appointments: (pg. 7)
Executive Director of Elementary Schools and Assistant Principal for Young Junior High

PUBLIC HEARING: None

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 two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

DISCUSSION / ACTION:

- A. COVID-19 School Operations Update

CONSENT AGENDA:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 9)
- B. Approval of Minutes of Previous Meetings, August 2021 (pg. 13)
- C. Approval of Contract for Arlington Chamber of Commerce 2021-2022 (pg. 27)
- D. Approval of the Interlocal Agreement with Tarrant County Local Workforce Development Board to Conduct Tarrant County Adult Education and Literacy Consortium's English as a Second Language, Adult Basic Education, and Adult Secondary Education Program (pg. 28)
- E. Approval of the Memorandum of Understanding with Child Care Associates for Child Care Services through Its Child Care Management Services (CCMS) System (pg. 76)

- F. Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers (pg. 81)

DISCUSSION:

- A. Teacher Incentive Allotment Overview (pg. 83)

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 two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

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

The Superintendent will report on the following subjects:

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

SCHOOL BOARD'S REPORTS:

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

CLOSED MEETING:

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

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 30th day of August, 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

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 2, 2021	Action Item
Subject:	Ratification of Administrative Personnel	

Purpose:

The purpose of this action item is to ratify the appointment of the Executive Director of Elementary Schools and Assistant Principal for Young Junior High.

Background:

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: August 23, 2021

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New Employees Hired August 5, 2021 - September 1, 2021

Last Name	First Name	Start Date	Location/Organization	Position	Level
CHEUNG	LORIN	8/16/2021	FOOD SERVICE	COORDINATOR	ADMIN
COMBS	CORTNEY	8/5/2021	FOOD SERVICE	FOOD NUTRITION SUPERVISOR	ADMIN
DIAZ	JOHANA	8/12/2021	JONES	1ST BILINGUAL	ELEM
MECKSTROTH	RENEE	8/13/2021	BECKHAM	1ST ESL	ELEM
HILL	TAYLOR	8/13/2021	ATHERTON	1ST ESL	ELEM
MOORE	LAUREN	8/11/2021	MOORE	1ST ESL	ELEM
ASHFORD	ELIZABETH	8/16/2021	FOSTER	2ND BILINGUAL	ELEM
CASTRO	TERAH	8/10/2021	SWIFT	2ND ESL	ELEM
BOLTON	JENNIFER	8/11/2021	PATRICK	2ND ESL	ELEM
KIDDY	MIKAELA	8/12/2021	MILLER	3RD ESL	ELEM
JEWETT	MIRANDA	8/13/2021	DUFF	3RD ESL	ELEM
PENCE	AMBER	8/13/2021	CROUCH	4TH ESL	ELEM
WONG GOMEZ	JAMIE	8/13/2021	ASHWORTH	5TH ESL	ELEM
PARTRIDGE	EVA	8/16/2021	GOODMAN ES	5TH ESL	ELEM
BURDEN	ROSEMARIE	8/17/2021	ASHWORTH	5TH ESL	ELEM
VENZOR	RYLIE	8/13/2021	BRYANT	6TH ESL	ELEM
COATS	JESUS	8/16/2021	CROUCH	6TH ESL	ELEM
CARROLL	DENEEN	8/16/2021	MILLER	6TH ESL	ELEM
BRYANT	ANDREW	8/19/2021	HALE	6TH ESL	ELEM
DAVIS	MACAYLA	8/12/2021	CROW	ART PK-6	ELEM
POLLAN	TERESA	8/10/2021	FOSTER	CAMPUS TESTING FACILITATOR	ELEM
VERHEYDEN	TRAVIS	8/11/2021	JONES	CAMPUS TESTING FACILITATOR	ELEM
ROMAGUERA	DONNA	8/16/2021	SPEER	COUNSELOR	ELEM
SMITH	CAYCE	8/11/2021	MOORE	ESL KINDER	ELEM
DILLON	KELLY	8/18/2021	ASHWORTH	ESL KINDER	ELEM
AMOS	AMIRI	8/12/2021	SPEER	ESL KINDER	ELEM
HOLMES	BRIANNA	8/18/2021	PATRICK	PE TEACHER	ELEM
ALCAZAR	GABRIELA	8/10/2021	ADAMS	PRE-K ESL	ELEM
RAMOS	MARTA	8/12/2021	JOHNS	PRE-K ESL	ELEM
COLON	TAVIA	8/16/2021	STARRETT	SPED ABLE	ELEM
JOHNSON	KYLIE	8/16/2021	BRYANT	SPED ALT CURR	ELEM
WILLSON	JENNIFER	8/12/2021	KEY	SPED ECSE	ELEM
BARKER	TRELAWNY	8/10/2021	JOHNS	SPED INCLUSION	ELEM
JONES	MINYOUNG	8/11/2021	SWIFT	SPED INCLUSION	ELEM
NGUYEN	KEITH	8/6/2021	HALE ES	SPED SEAS	ELEM
GOMEZ	CARLOS	8/16/2021	BOWIE	ASSISTANT BAND DIRECTOR	SEC
ALEXANDER	THOMAS	8/13/2021	CTC	BUILDING MTC TECH TEACHER	SEC
LYONS	TRI	8/10/2021	SEGUIN	COMPUTER SCIENCE TEACHER	SEC
BUI	GENAE	8/13/2021	WORKMAN	ENGLISH/READING TEACHER	SEC
BOWDRE	LADARIUS	8/10/2021	OUSLEY	GATEWAY/TECH TEACHER	SEC
EALY	RYLAN	8/13/2021	HORAK	HISTORY TEACHER	SEC
KLINE	JOSHUA	8/16/2021	MARTIN	HISTORY TEACHER	SEC

HORAK	ELEYSE	8/16/2021	YOUNG JH	HISTORY TEACHER	SEC
CRONKITE	JADE	8/23/2021	SEGUIN	HISTORY TEACHER	SEC
MILLER	CHRISTIAN	8/16/2021	SHACKELFORD	HISTORY TEACHER/COACH	SEC
RECINOS	ANTWAUN	8/19/2021	BOWIE	HISTORY TEACHER/COACH	SEC
CRISS	ARNULFO	8/12/2021	LAMAR	PE TEACHER/COACH	SEC
BAXTER	BRANDON	8/13/2021	MARTIN	PE TEACHER/COACH	SEC
PEEPLES	BARBARA	8/17/2021	BARNETT	PE TEACHER/COACH	SEC
PEEPLES	BARBARA	8/17/2021	BARNETT	PE TEACHER/COACH	SEC
BARFIELD	SABRINA	9/1/2021	NEWCOMERS	ROTC TEACHER	SEC
LEWIS	MARY	8/17/2021	CARTER JH	SCIENCE TEACHER	SEC
DARBY	RAYVN	8/10/2021	SEGUIN	SCIENCE TEACHER/COACH	SEC
DIAZ	JUAN	8/10/2021	CARTER JH	SOCIAL STUDIES TEACHER	SEC
AKANDE	KEHINDE	8/11/2021	WORKMAN	SOCIAL STUDIES TEACHER	SEC
BLYTHE	TRAVIS	8/11/2021	MARTIN	SOCIAL STUDIES TEACHER	SEC
BANKS	CHRISTIAN	8/13/2021	NICHOLS JH	SOCIAL STUDIES TEACHER/COACH	SEC
CASTRO	PRESTON	8/11/2021	OUSLEY	SOCIAL STUDIES/HISTORY TEACHER	SEC
CLESHAY	DAYRA	8/16/2021	TURNING POINT	SPANISH TEACHER	SEC
SPICER	EBONI	8/16/2021	SEGUIN	SPED ALT CURR	SEC
HOLYCROSS	JILL	8/6/2021	SAM HOUSTON	SPED INCLUSION	SEC
VEGA	GARY	8/11/2021	MARTIN	SPED INCLUSION	SEC
MANRIQUEZ	ZACHARIAS	8/16/2021	LAMAR	SPED INCLUSION	SEC
PIERSON	SAMANTHA	8/9/2021	LAMAR HS	SPED INCLUSION	SEC
MARTIN	KEVIN	8/17/2021	GUNN	SPED PREVOC	SEC
NICKS	LAUREN	8/12/2021	ARLINGTON HIGH	TEACHER/COACH	SEC
LINDSEY	SHARMECIA	8/13/2021	SHACKELFORD	TEACHER/COACH	SEC
BOTELLO	ALVIS	8/17/2021	NICHOLS JH	TEACHER/ COACH	SEC

**ELEMENTARY
SUMMARY**

Teacher	8
Teacher/ ESL	20
Teacher Bilingual	2
Admin/ Other	3
Total	33

**SECONDARY
SUMMARY**

Teacher	22
Teacher/ Coach	11

Total 33

ADMIN SUMMARY

Admin/ Other 2

Total 2

GRAND TOTAL 68

Separation of Service - Effective Between July 21, 2020 to August 20, 2021

CODE	LAST	FIRST	LOCATION	TITLE	YRS	TERM DATE
Employee Initiated - Caring for Family Member(s) (2)	Harding-Capots	Louetta	Newcomer Center	Teacher	9	8/13/2021
	Mumaw	Wendy	Hill Elementary	Teacher	5	8/10/2021

Employee Initiated - Employment Outside of Education (5)	Albarran	Noemi	McNutt Elementary	Clerk	9	7/27/2021
	Davis	Melissa	Dunn Elementary	Classroom Assistant	5	8/10/2021
	Jones	Tracy	Shackelford Junior High	Dean - Junior High	19	8/10/2021
	Juelg	Rachel	Research and Accountability	Program Evaluator	9	7/30/2021
	Smith	Caleb	Lamar High School	Classroom Assistant	0	8/16/2021

Employee Initiated - Employment with Another District (12)	Aguilar	Margarita	Peach Elementary	Clerk	16	8/18/2021
	Askew	Jasmun	Ousley Junior High School	Teacher	4	8/13/2021
	Collado	Jason	Sam Houston High School	Assistant Principal	9	8/13/2021
	Harris	Michelle	Student Out Reach Services	Facilitator	19	8/6/2021
	Hauggaard	Bailey	Bailey Junior High School	Teacher	2	8/10/2021
	Jackson	Natalie	Seguin High School	Teacher/ Coach	0	8/12/2021
	Kunkel	Michael	Sam Houston	Teacher	23	7/25/2021
	Markulec	Michele	Mary Moore Elementary	Counselor	19	8/9/2021
	Martinez	Heidi	Foster Elementary	Clerk	1	8/19/2021
	McDonald	Ebony	Peach Elementary	Assistant Principal	0	7/26/2021
	Penalzoza	Derick	Goodman Elementary	Campus Technology Manager	1	8/13/2021
	Stringer	Michael	Center for Visual and Performing Arts	Assistant Director	19	7/27/2021

Employee Initiated - Medical Reason 2	Baker	Madia	Peach Elementary	Teacher	0	8/13/2021
	Henry	Stephanie	Nichols Junior High School	Classroom Assistant	0	8/12/2021

Employee Initiated - Moving Out of the Area (4)	Cantrell	Scott	Sam Houston High School	Teacher	13	8/19/2021
	DeRoche	Ashley	Martin High School	Clerk	0	8/13/2021
	Ramos Sanchez	Amanda	Transportation	Clerk	5	7/28/2021
	Scott Griffin	Jan	Nichols Junior High School	Teacher	5	8/13/2021

Employee Initiated - Reason Not Specified (15)	Abernethy	Megan	Human Resources	Human Resources Generalist	2	7/23/2021
	Cabrera	Francine	Key Elementary	Guidance Technician	3	8/12/2021
	Craddock	Tammy	Martin High School	Classroom Assistant	1	8/9/2021
	Farmer	Jonathan	Nichols Junior High School	Classroom Assistant	2	8/13/2021
	Gibbs	Rita	Special Education	Classroom Assistant	4	8/16/2021
	Henry	Crystal	Foster Elementary	Classroom Assistant	0	8/10/2021
	Kimbrough	Courtney	Lamar High School	Teacher	0	7/25/2021
	Kirby-Mullins	Katrina	Special Education	Clerk	4	8/6/2021
	Lawrence	Peter	Human Resources	Human Resources Generalist	0	7/30/2021
	Lopez	Olivia	Sherrod Elementary	Clerk	10	8/13/2021
	McIntyre	LaRoshia	Atherton Elementary	Classroom Assistant	5	8/10/2021
	Rojo Ruelas	Mariana	Webb Elementary	Teacher - Bilingual	0	8/15/2021
	Silva	Paul	Key Elementary	Campus Technology Manager	1	7/30/2021
	Tucker	James	Guidance & Counseling	Specialist	22	8/4/2021
	Williams	Alyssa	Human Resources	Secretary	0	8/13/2021

Employee Initiated - Returning to School (1)	Zamarripa	Ariana	Adams Elementary	Classroom Assistant	0	8/12/2021
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Employee Initiated - Unhappy with Job (1)	Glover	Allan	Butler Elementary	Campus Technology Manager	3	7/26/2021
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Total Separations (42)

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

Regular Meeting

August 5, 2021
5:00 p.m.

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

Members Absent: None

Media Present: CBS 11

CALL TO ORDER:

President Mays called the meeting to order at 5:04 p.m. with seven trustees present at the J. W. Counts Administration Building, 1203 West Pioneer Parkway, Arlington, Texas in Conference Room B.

Due to the health and safety concerns related to the COVID-19 coronavirus, members of the public were encouraged to participate by watching the school board meeting online at www.aisd.net. One or more trustee could participate in the meeting via electronic means consistent with the Texas Open Meetings Act and the Governor's disaster proclamations related to COVID-19 through Proclamations, Executive Orders and Suspensions of Texas law. At least a quorum of the Board was participating in person, by videoconference 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. Members of the public could access the meeting via AISD website at www.aisd.net.

CLOSED MEETING:

President Mays adjourned to closed meeting at 5:04 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. Administrative Appointments/Personnel Ratification
2. Consultation with Attorney: COVID-19 and Personnel Issues

RECONVENE INTO OPEN SESSION: Board Room

President Mays reconvened the Board into the open meeting at 6:48 p.m. with seven trustees.

OPENING CEREMONY:

David Wilbanks led the audience in the Pledge of Allegiance. Mrs. Mays called for a moment of silence.

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment of the individuals discussed in closed session.

Motion by Sarah McMurrough, second by Melody Fowler, to approve.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

Dr. Cavazos announced the following ratifications:

Stacie Humbles as the new principal for Arlington High School. Ms. Humbles was previously the principal for Young Junior High.

Elena Lopez as the new principal for Carter Junior High School. Ms. Lopez was previously the principal for Webb Elementary.

Amber Price as the new principal for Ousley Junior High School. Ms. Price was previously the dean for Ousley Junior High.

Kirsten Lundin as the new principal for Young Junior High School. Ms. Lundin was previously the dean for Seguin High.

Chelsea Broughton as the new principal for Amos Elementary School. Ms. Broughton was previously the assistant principal for Blanton Elementary.

Angela Kilcrease as the new principal for Miller Elementary School. Ms. Kilcrease was previously the assistant principal for Ditto Elementary.

Ayesha Ramos as the new principal for Peach Elementary School. Ms. Ramos was previously the dean for Peach Elementary.

Nancy Zayas as the new principal for Rankin Elementary School. Ms. Zayas was previously the assistant principal for McNutt Elementary.

Clarita Thompson as the new principal for Sherrod Elementary School. Ms. Thompson was previously the dean for Workman Junior High.

Evelyn Navarro-Gaspar as the new principal for Webb Elementary School. Ms. Navarro-Gaspar was previously the assistant principal for Peach Elementary.

Sophie Heck as a new assistant principal for Arlington High School. Ms. Heck was previously an assistant principal for Young Junior High.

Kelsey Wolf as a new assistant principal for Arlington High School. Ms. Wolf was previously teaching at Sam Houston High.

John Espinosa as a new assistant principal for Martin High School. Mr. Espinosa was previously in Mansfield ISD.

Sheramie Bentley as the new assistant principal for Ditto Elementary School. Ms. Bentley was previously an instructional coach for Ditto Elementary.

Diana Genis as the new assistant principal for Larson Elementary School. Ms. Genis was previously teaching at Arlington High.

Lori Cain as the new assistant principal for Little Elementary School. Ms. Cain was previously teaching at Little Elementary.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Steven Poole spoke regarding Discussion/Action Item C.

Kim Worley spoke regarding COVID protocols, masks.

Andrew Lipscomb registered to speak regarding COVID-19 school operations but was not present.

Kimberly Martinez spoke regarding COVID protocols.

Rebecca Rodgers spoke regarding COVID-19 school operation update.

Doris Mullins submitted information to be distributed to the board but did not choose to speak during the meeting.

ACTION:

A. Consider Designation of Official Delegates to the Texas Association of School Boards (TASB) 2021 Delegate Assembly

Motion by Bowie Hogg, second by Dr. Reich, to nominate Melody Fowler as delegate and David Wilbanks as alternate delegate for the TASB 2021 Delegate Assembly.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

B. Consider Endorsement of a Candidate for the Texas Association of School Boards (TASB) Board of Directors

Motion by Bowie Hogg, second by David Wilbanks, to endorse Corinne French, Valley View ISD, for the TASB Board of Directors.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

DISCUSSION / ACTION:

A. COVID-19 School Operations Update

Assistant Superintendent Dr. Michael Hill presented update on the COVID-19 school operations. Dr. Hill reviewed the COVID-19 protocols approved by the Board on May 20, 2021 effective beginning May 26, 2021 and continued into the 2021-2022 school year. For a documented positive COVID-19 case, students are required to isolate/quarantine for ten days and may return after the ten days if they are symptom free. These student absences are excused, make-up work is allowed and homebound services are provided as appropriate beyond ten days. For a documented positive COVID-19 case involving staff, they are required to isolate/quarantine and may return after ten days if they are symptom free. A policy modification is required for staff to use a COVID-19 leave code for ten days. COVID-19 positive case notifications will be posted on the COVID dashboard and, at the elementary level, notification made to the class, without identifying the individual. The notification will include a recommendation to monitor for symptoms and seek medical and attention and testing if symptomatic. It is recommended that asymptomatic individuals that have been exposed to a COVID-19 positive person get tested three to five days after the last contact with the positive person, even if they are fully vaccinated. Any individuals who become symptomatic should stay home until they are tested.

Superintendent Cavazos reported that AISD implemented these protocols in May for summer school. This information distinguishes for COVID positive processes.

Motion by Dr. Reich, second by Sarah McMurrough, to accept the COVID protocols as presented.

Board members asked clarifying questions related to the testing center, absences, makeup work, and notifications. Mr. Chapa recommended the Board adopt a protocol as granular as possible to avoid confusion and undue concern. Mr. Hogg requested that protocols and new information be posted for clear communication.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

B. Consider Resolution Temporarily Amending Board Policy DEC (LOCAL)

Dr. Cavazos reported that this policy discussion was connected to the previous discussion. This resolution allows authority for staff to not have to take their days and to be covered, taking into consideration dedication to staff.

Dr. Hill reported that the resolution to temporarily amend Board Policy DEC (LOCAL) would address the continued impact of the COVID-19 pandemic, causing staff to quarantine. Paying employees for time missed due to a positive COVID-19 diagnosis enhances morale, reduces turnover, and reduces AISD exposure to unemployment or workers' compensation claims. Upon approval by the board, effective immediately and for the 2021-2022 school year, the amendment would allow paid leave for the equivalent of ten calendar days and apply to full-time and part-time employees who provide evidence of a positive COVID-19 test.

Administration recommended approval of the resolution temporarily amending Board Policy DEC (LOCAL).

Motion by Justin Chapa, second by Melody Fowler, to approve the amendment.

Motion by Mr. Wilbanks to amend Mr. Chapa’s motion to include the following resolution:

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, 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) provided additional paid leave due to 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 it is in the best interest of the District that those who test positive for COVID-19 should not be at work;

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 due to a positive COVID-19 test will enhance morale, reduce employee turnover, and reduce District exposure to unemployment or workers’ compensation claims, and;

BE IT RESOLVED:

That the Board of Trustees amends for the 2021-2022 school year Board Policy DEC (LOCAL), effective immediately, to provide as follows:

This policy amendment applies to any employee who provides evidence of a positive COVID-19 test result shall be placed on paid leave immediately for the equivalent of ten calendar days.

Full-time employees shall be paid for the days they are on paid leave at their regular rate of pay for those days on paid leave. Part-time employees shall receive pay for the number of hours of paid leave that the employee works on average over that same period.

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

President Mays asked Mr. Chapa if he would like to amend his motion to include the reading of the resolution by Mr. Wilbanks. Mr. Chapa agreed.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

C. Consider TASB Board Policy Update 117, Policy DEA (LOCAL), Policy EIC (LOCAL) and Policy GKD (LOCAL)

Dr. Hill presented an overview of TASB Policy Update 117 and proposed policy changes to DEA (LOCAL), EIC (LOCAL) and GKD (LOCAL). Appropriate staff, the Board Governance Committee and general counsel reviewed the legal and local policy changes. AISD also discussed the recommendations with the Texas Association of School Boards, Policy Division.

Administration recommended the Board approve the local policies presented in Update 117 and the other local policies as presented.

Board Governance Committee Chair Mr. Chapa reported that the Board Governance Committee reviewed the updated policies and most were technical in nature. He noted there was one local policy change recommended in Update 117 for CHE (LOCAL), related to vendors, that was not recommended per AISD legal counsel recommendation.

Motion by Justin Chapa, second by Dr. Reich, to approve the local policies in Update 117 and the local policies, as presented.

Mr. Hogg asked to clarify that Policy CHE (LOCAL), which was redlined in the packet, would not be redlined and deleted.

Mr. Chapa confirmed.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

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 \$180,024.76. The year-to-date total for the 2021-2022 school year was \$180,024.76.

- C. Consider Bids

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

- 22-01 RFP for Cafeteria Small Equipment
- 22-05 Groceries & Catering
- 22-06 RFP for Academic Educational Consultants & Professional Development Services
- 22-07 Instructional Materials, Supplies, Service Providers & Consumable Items
- 22-08 Printing Services

- D. Consider Purchases Greater Than \$50,000 Exempt from Bid
 - 21-08-05-001 Electronic Payment System - Sports Officials
 - 21-08-05-002 Service Center Roof Replacement Project
 - 21-08-05-003 Residential Treatment
 - 21-08-05-004 HVAC Equipment, Installation, Service & Related Services
 - 21-08-05-005 School Dude - Maintenance Software System
 - 21-08-05-006 Hudl - Athletics Video System
 - 21-08-05-007 Instructional Materials – MTS Publications
 - 21-08-05-008 Custodial Services Temporary Labor
 - 21-08-05-009 Asbestos Abatement & Mold Remediation Contractors
 - 21-08-05-010 Outside Contracted Services (Co-Op)
 - 21-08-05-011 Instructional Materials (Co-Op)
 - 21-08-05-012 Outside Contracted Services – Supplemental Extension
 - 21-08-05-013 Charter Bus & Transportation Services
 - 21-08-05-014 Soap, Sanitizer & Paper Goods
 - 21-08-05-015 Staffing and/or Temporary Labor Services
 - 21-08-05-016 Security & Safety Supplies and/or Services
 - 21-08-05-017 Excess Worker's Compensation Insurance
 - 21-08-05-018 Anti-Virus Software – CrowdStrike
 - 21-08-05-019 Appraisal Services for school property taxes
 - 21-08-05-020 Dual-Credit Program – TCC
 - 21-08-05-021 OnRamps Program - University of Texas
 - 21-08-05-022 One-Act Play Sets
 - 21-08-05-023 Fleet Fuel Card
 - 21-08-05-024 GPS Transportation Tracking Technology - Zonar
- E. Consider Monthly Financial Report for Period Ending June 30, 2021
- F. Consider Monthly Investment Report for Period Ending June 30, 2021
- G. Consider Minutes of Previous Meetings, June and July 2021
- H. Consider No Pass/No Play Course List for the 2021-2022 School Year

- I. Consider Extension of Contract for General Counsel Legal Services
- J. Consider Amendment to Interlocal Agreement between Arlington Independent School District and the City of Arlington for Use of the District’s Natatorium
- K. Consider Selection of Method of Procurement for 2019 Bond Program, Phase II, Bid Package 1, 2, 3, 4, 5, 6, and 7 Projects
- L. Consider Texas Teacher Evaluation and Support System (T-TESS) Appraisal Timeline
- M. Consider Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- N. Consider Local Teaching Permit for Thomas Lyons, Building Maintenance Technology

Motion by David Wilbanks, second by Bowie Hogg, to approve the consent agenda as presented.

Mr. Wilbanks asked about the accruals and revenue in the finance report, noting there were differences from the year-end report.

Mrs. Moss reported that school district accounting includes a forecast of revenue coordinating with TEA for actual amounts received, based on student attendance. She explained that revenues and expenditures will be processed and continue to change until the October audit.

Mr. Wilbanks asked for administration to review and consider a recommendation to revamp the report. He would be more comfortable seeing receivables month to month.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

President Mays asked Secretary Fowler to note Mr. Wilbanks’ recommendation, to be considered through the Board Finance & Academics Committee.

DISCUSSION:

A. STAAR Results Update

Assistant Superintendent Dr. Natalie Lopez presented a review of the A-F accountability system and the three domains for student achievement, school progress and closing the gaps. The AISD overall score for 2019 was 86. Dr. Lopez provided a comparison of the 2019 STAAR results with the 2021 STAAR results, by subject and grade. She noted decreases in every subject area, consistent decreases in reading with the exception of English I and English II, consistent decreases in math, and the decline appears to be a district-wide issue. Compared to Texas, the decreases are consistent with statewide trends. All Texas districts and campuses are labeled *Not Rated: Declared State of Disaster* for 2020 and 2021 by TEA, and their guidance is to use the estimator for planning purposes only.

Chief Academic Officer Dr. Wurtz presented AISD’s instructional response including a needs assessment, a review of mitigating factors, defining success and instructional targets. The system-wide strategy for improvement is an acceleration protocol to review the evidence, identify the cause of low outcomes, implement the best practices with fidelity and routinely measure outcomes to evaluate and adjust as needed. In planning for acceleration, principals and instructional coaches will support teachers in planning with the best practices in mind. Dr. Wurtz noted the curricular resources available to support the data driven instruction process, including exemplar lessons made by teachers for teachers. Coaching for teachers and leaders is provided through job-embedded professional learning opportunities. Assessment tools provide feedback regarding where additional support for teachers is needed. For college, career and military readiness goals, AISD is partnering with the Education Strategy Group, as part of a grant funded cohort of five Texas school districts in the Momentum Metrics Network.

Chief Schools Office Dr. Tracie Brown provided an overview of the implementation strategies. The work is a joint effort of the Office of School Leadership, the campus and Academic Services’ Teaching and Learning Department. Implementation includes a focus on Effective Schools Framework lever five for effective instruction, campus-level supports through the Office of School Leadership and principal learning community triads. Dr. Brown highlighted the campus instructional playbook for school-wide success and specific strategies including lesson alignment, focus on core subjects, professional learning and social and emotional learning.

OPEN FORUM FOR NON-AGENDA ITEMS:

Blanca Martinez registered to speak regarding lockdowns cancelling convocation but was not present.

Kelly Jowell registered to speak regarding face diapers but not present.

Wendell Bielefeld spoke regarding keeping schools open to in-person instruction.

SUPERINTEDENT’S REPORT:

Dr. Cavazos reported that AISD recently had the first-ever Pre-K Palooza at Adams Elementary. The event was designed to get prekindergarten students registered in one stop with everything from language assessments to qualifications getting handled at the same time. He thanked the early childhood learning team under director Dr. Jackeline Orsini. In three days, 150 students were registered for prekindergarten.

The summer learning program was expanded this summer to record numbers. More than 11,000 students enrolled for summer learning, with everything from enrichment classes to accelerated classes being offered to students. It was a tremendous undertaking with nearly 5,000 more students involved in the program this summer than in 2020. Classes were offered in-person and virtually and meals and transportation were also provided for students. Dr. Cavazos thanked all those involved in conducting the summer learning program.

AISD has students making news across the Metroplex. Congratulations to Imani M. from Lamar High School for being named the Boys and Girls Club of Tarrant County Youth of the Year. Imani will be a senior at Lamar High School and is the class president. Her story was in the Fort Worth Star Telegram and will also be in the Dallas Morning News. Dr. Cavazos and AISD are proud of Imani.

Superintendent Cavazos will be at AT&T Stadium on Saturday, August 7, for AISD’s seventh annual back to school kickoff. Like last year, this year’s event will be a drive-through with 10,000 backpacks filled with school supplies. This event would not be possible without all of the sponsors and the community support. Dr. Cavazos thanked the more than 500 people who have already volunteered to help work outside at the event.

SCHOOL BOARD’S REPORT:

Mrs. Fowler shared a shout out to Matt Lilley, a Corey Academy dad and owner of True Blue HVAC. He came to her home and fixed the air conditioning and now the house is cool.

Mr. Wilbanks reported that he went to Urban Alchemy for the Chamber event for entrepreneurs. The teams from Martin High School and Seguin High School, winners from this year and last were recognized. He appreciates instilling entrepreneurship in AISD students as well as the partners in leadership.

Mrs. McMurrrough thanked the 2021 Ignite Committee, led by Anita Foster, Executive Director of Marketing and Communication. Even though they had to forego the in-person convocation at AT&T Stadium, Mrs. McMurrrough wanted them to know their work was not in vain. They did not skip a beat and planned for a virtual pre-recorded version, always smiling. The point of convocation is to inspire and that is what Ms. Foster and her team do.

President Mays reported that she is excited for the start of school. A beginning is a ‘do over’ and she hopes everyone is excited. She is looking forward to the students coming back. Mrs. Mays thanked the bus drivers, food service staff and everyone else. She said that we will have an event at some point with everyone together to say thank you. She quoted Arthur Ashe, “Start where you are. Use what you have. Do what you can.”

Secretary Fowler reported that Mr. Wilbanks recommended changes in budget report to actuals, for consideration by the Board Finance and Academics Committee.

ADJOURNMENT:

President Mays adjourned the meeting at 10:35 p.m. The Board did not return to closed session.

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

Regular Meeting

August 19, 2021
5:00 p.m.

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

Members Absent: None

Media Present: CBS 11, WFAA 8, Star Telegram, Fox 4, Telemundo

CALL TO ORDER:

President Mays called the meeting to order at 5:07 p.m. with six trustees present at the J. W. Counts Administration Building, 1203 West Pioneer Parkway, Arlington, Texas in Conference Room B and one trustee, Mr. Chapa, attending via videoconference call.

Due to the health and safety concerns related to the COVID-19 coronavirus, members of the public were encouraged to participate by watching the school board meeting online at www.aisd.net. One or more trustee could participate in the meeting via electronic means consistent with the Texas Opens Meeting Act and the Governor's disaster proclamations related to COVID-19 through Proclamations, Executive Orders and Suspensions of Texas law. At least a quorum of the Board was participating in person, by videoconference 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. Members of the public could access the meeting via AISD website at www.aisd.net.

CLOSED MEETING:

President Mays adjourned to closed meeting at 5:07 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. Administrative Appointments/Personnel Ratification
2. Consultation with Attorney on Governor's Executive Order 38
3. Consultation with Attorney on COVID-19 Virtual Learning Options

RECONVENE INTO OPEN SESSION: Board Room

President Mays reconvened the Board into the open meeting at 7:05 p.m. with six trustees present at the J. W. Counts Administration Building in the Board Room and Trustee Chapa attending via video conference call.

OPENING CEREMONY:

Sarah McMurrrough led the audience in the Pledge of Allegiance. Mrs. Mays called for a moment of silence.

APPOINTMENTS:

Superintendent Cavazos recommended that the Board ratify the appointment of the individuals discussed in closed session for P-TECH Assistant Principal for Lamar High, Assistant Principal for Atherton Elementary, Assistant Principal for Blanton Elementary and Assistant Principals (2) for Peach Elementary.

Motion by Bowie Hogg, second by Dr. Reich, to approve.

Since Mr. Chapa was attending the meeting virtually, President Mays asked that Trustees vote via roll call.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

Dr. Cavazos announced the following ratifications:

Carolyn Longoria as the new P-TECH assistant principal for Lamar High School. Ms. Longoria was previously a Lamar High School assistant principal.

Ricardo Butler as a new assistant principal for Atherton Elementary School. Mr. Butler was previously an assistant principal for Adams Elementary.

Dr. Toyia Curry as a new assistant principal for Blanton Elementary School. Dr. Curry was previously a dean for Blanton Elementary.

Emilia Alonso as a new assistant principal for Peach Elementary School. Ms. Alonso was previously in Birdville ISD.

Ashley West as a new assistant principal for Peach Elementary School. Ms. West was previously a counselor for Peach Elementary.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Kim Worley spoke regarding masks and COVID-19 protocols.

Stephanie Bangs spoke regarding choosing to keep masks a choice.

La Rae Stanford spoke regarding masks.

Anthony Price registered to speak regarding masks but was not present.

Jayden Price registered to speak regarding masks but was not present.

Wimberly Mills spoke regarding no mask mandate and no contact tracing.

Johnette Owens spoke regarding masks.

Pamela Jurman spoke regarding the suit against the Governor's executive order.

Holly Torres spoke regarding virtual option for language schools and AISD COVID protocols.

Sara Fahsholtz spoke regarding COVID-19 school operations.

Scott Honea spoke regarding proposed legal action against Governor Abbott and virtual learning option.

Ralex Griffin registered to speak regarding the 2021 tax rate and incorporating trade schools in Arlington Public Schools but was not present.

Rebecca Rodgers spoke regarding COVID school operations.

Greg Hart spoke regarding COVID protocols and potential suit against Governor Abbott.

Kim Martinez spoke regarding COVID protocols.

Cristina Salinas spoke in favor of mask mandate.

Robert Buker spoke regarding mask and mask litigation.

Krista Grant spoke regarding individual responsibility and choice.

Tony Pham spoke regarding considering approval of suit against Governor's Executive Order 38.

Dona Lopez spoke regarding including older kids in virtual learning option like younger children.

Tiffany DesLoges spoke regarding masking of children in schools.

Marysol Fritz spoke regarding COVID-19 school operations and COVID-19 virtual learning opportunities.

Heidi Fritz spoke regarding school operations and COVID-19 protocol.

Hayden Fritz spoke regarding school operations and COVID-19 protocol.

Andrew Lipscomb spoke regarding COVID-19 school operations and virtual learning options.

Esmeralda Hornyak spoke regarding lack of mask mandate and virtual option in AISD schools.

Whitney Moon registered to speak regarding COVID precautions but was not in attendance.

Paige Amato spoke regarding masking in schools.

Belinda Kay Hart spoke regarding approval of suit against Governor's executive order, COVID-19 school operations update and COVID-19 virtual learning options.

Jennifer Darnell spoke regarding COVID-19 health and safety.

Armandina Guerra spoke regarding Governor Abbott's Executive Order 38.

Brian Williams was registered to speak regarding Executive Order 38 and virtual learning but was not present.

Terry Warren spoke regarding masks.

Teresa Miller spoke regarding law suit against Governor's Executive Order 38.

Amy Orndorff spoke regarding adding masks to the dress code.

Devonne Hart spoke regarding approval of suit against Governor's executive order, COVID-19 school operations update and COVID-19 virtual learning options.

RECESS

President Mays adjourned the meeting at 8:26 p.m. for a brief recess. The meeting was reconvened at 8:36 p.m. with six trustees attending in person and Trustee Chapa attending via conference call.

ACTION:

A. Consider Ordinance # 141 – Setting the 2021 Tax Rate

Chief Financial Officer Mrs. Darla Moss presented the 2021 proposed tax rate. The certified estimate of taxable values received was \$34,967,234,515. The proposed total tax rate for 2021-2022 is \$1.3608; consisting of maintenance and operations tax rate \$1.0601 and interest and sinking tax rate \$0.3007. This is a decrease of \$0.0263 compared to the 2020-2021 adopted tax rate.

Trustee Hogg asked, and Mrs. Moss confirmed, that the \$0.0263 decrease was due to compression which saves the tax payers money and that when the taxable values increase the state gets that funding.

Motion by Bowie Hogg, second by David Wilbanks, that the property tax rate be increased by the adoption of a tax rate of \$1.360800, which is effectively a 7.26 percent increase in the tax rate.

Trustees voted via roll call.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

B. Consider Approval of Suit Against Governor's Executive Order 38

Superintendent Cavazos reported that the suit against Governor's Executive Order 38 was an item for the Board to consider and that the Board had received legal advice.

Motion by Justin Chapa, second by David Wilbanks, to authorize Eichelbaum Wardell Hansen Powell & Muñoz to file suit on behalf of the district with respect to the authority of the Board of Trustees under Texas Education Code § 11.151.

With his motion, Mr. Chapa reported that the Governor may issue orders but he should not suspend the Board's ability to take steps to cope with the statewide pandemic emergency. This motion does not indicate that a lawsuit will be filed tonight, it authorizes a lawsuit if needed under the education code for local control.

Board members discussed.

Mrs. Fowler asked legal counsel if she had the ability to table the motion.

Attorney Eichelbaum responded that there was a motion on the floor, but a motion to table, if it has a second, would supersede.

Mr. Hogg asked legal counsel regarding Robert’s Rule of Order. With this motion, if tabled would the item have to be put back on an agenda eventually if they wanted to consider it in the future?

Attorney Eichelbaum responded that the item could be put back on a future agenda, it is not required.

Motion by Melody Fowler, second by Bowie Hogg, to table Item B regarding approval of suit regarding the Governor’s order so the Board can, or cannot, address in the future.

President Mays asked, and legal counsel confirmed, that Mrs. Fowler’s motion was the only one being considered and voted on at this time.

Motion by Justin Chapa, second by Kecia Mays, to suspend Robert’s Rules of Order so that the board could debate the motion to table.

With the motion, Mr. Chapa reported that Robert’s Rules allows for the suspension to allow for additional discussion, not for the full meeting just for the opportunity to have a discussion on Mrs. Fowler’s motion to table the item. The motion ends discussions before all board members can be heard or respond to statements.

Mr. Hogg called for point of order.

Attorney Eichelbaum reported that when a board member calls for point of order, it supersedes and Mrs. Mays can rule on the point of order.

Mr. Hogg stated that Mr. Chapa was going way beyond a discussion of Robert’s Rules of Order and returning to the original discussion. He asked for the advice of Attorney Eichelbaum as parliamentarian.

Attorney Eichelbaum advised President Mays to rule on advising Mr. Chapa to continue discussing only his motion to suspend Robert’s Rules of Order.

Mr. Chapa reported he asked to suspend Robert’s Rules of Order for the opportunity to have full discussion and not cut off the debate of this issue.

Regarding the motion to suspend Robert’s Rules of Order, President Mays asked Trustees to vote by roll call.

Voting For: 3
Voting Against: 4

Dr. Reich, Melody Fowler, Bowie Hogg, Sarah McMurrough voting against.

The motion failed.

Regarding the motion to table Item B, President Mays asked Trustees to vote by roll call.

Voting For: 5
Voting Against: 2

Kecia Mays and Justin Chapa voting against.

President Mays reported that the motion passed.

DISCUSSION / ACTION:

A. COVID-19 School Operations Update

Assistant Superintendent of Administration Dr. Michael Hill presented an update on the COVID-19 school operations. He provided an overview of the current county-wide conditions, the existing COVID-19 protocols, the process for positive COVID-19 case notifications, and mitigation efforts. For AISD positive COVID-19 cases, student absences are excused allowing make-up work, staff absences are coded as COVID-19 leave up to ten calendar days and not charged to the employee, and they may return after ten days if symptom free. Dr. Hill reported that adding contact tracing when there is a confirmed COVID-19 positive case in a school or district facility will allow for more specific notification of close contacts to monitor for symptoms.

Administration recommended the Board approve that contact tracing be added to the protocols currently in place.

Motion by Justin Chapa, second by David Wilbanks, that the Board reinstate the masking protocols and procedures that were in place last year.

Mr. Hogg reported that the Governor set the rules and if the motion passes, and they are sued, each board member could face a fine. He asked Attorney Eichelbaum if the district will defend any board member potentially sued by the Attorney General if the motion passes.

Attorney Eichelbaum responded that with respect to insurance, that is a call for the insurance company. The school district can choose to defend, and would defend trustees if they are acting in their official capacity but cannot if it is a criminal charge. The discussion has been that the fine is a civil charge and the school district would be defended as would the trustees.

Mr. Hogg asked Attorney Eichelbaum if the district could defend the superintendent, if he is at risk of losing his certification, if he defies the Governor's order.

Attorney Eichelbaum responded if the school board tells him to, as he represents the district.

Mr. Hogg asked Attorney Eichelbaum if principals at each campus could be held responsible for defying the Governor's order.

Mr. Eichelbaum responded that he had not heard that yet, but the district would defend them as they are following board policy, as would be the superintendent following school board policy.

Mr. Hogg stated that the board is considering a virtual option later in the agenda. He believes this is a good option for parents that genuinely need a virtual option. There are people who are truly afraid and he gets that. Last year, during a discussion one of his colleagues added two weeks to virtual learning, which he adamantly opposed and voted no against.

Mr. Chapa called for a point of order to clarify that the vote last year was five trustees in favor and not just one.

Board discussion continued.

Regarding motion to reinstate masking protocols and procedures that were in place last year, President Mays asked Trustees to vote by roll call.

Voting For: 2
Voting Against: 5

Dr. Reich, Melody Fowler, Bowie Hogg, Kecia Mays, Sarah McMurrrough voting against.

The Motion failed.

Motion by Melody Fowler, second by David Wilbanks, to approve adding contact tracing to 2021-2022 protocols.

Mr. Hogg confirmed that other protocols from August 5, 2021 were unchanged.

President Mays asked Trustees to vote by roll call.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

B. Consider COVID-19 Virtual Learning Options

Chief Academic Officer Dr. Steven Wurtz presented a proposed temporary virtual learning model for prekindergarten through sixth grade students. A parent intent to enroll questionnaire was sent on Tuesday, August 17, 2021 and will remain open until Friday, August 20, 2021 at 5:00 p.m. The survey included expectations for parents and students to promote clarity. Temporary asynchronous (self-guided) instruction will begin on Wednesday, August 25, 2021 for prekindergarten through sixth grade students whose parents choose the virtual option. Synchronous (live virtual instruction) will begin on Tuesday, September 7, 2021. Virtual learning will be provided six weeks at a time and continuance re-evaluated each six-week period. Dual language and specialized programs are not offered in the virtual model due to programming requirements. Special education, dyslexia, gifted and talented, and bilingual/ESL services will be provided to students as possible, or students will be encouraged to learn in-person or compensatory services will be scheduled. Students are expected to attend, be on time and actively participate with their camera on during class sessions. Students in virtual learning will be held to the same grading standards as in-person students, and should follow AISD dress code and behavior code of conduct. They will not be eligible for extra-curricular activities or electives, including physical education, art, music, while learning virtually. Dr. Wurtz reviewed the characteristics of a successful

virtual learner and a draft synchronous learning schedule. Staff for the temporary virtual learning model will be selected based on evidence of successful virtual instruction, certification requirements, and an effort to minimize campus disruptions and student displacement. Professional learning will be provided to support teacher implementation. ESSER II and III funds will be used to support the approximate cost of \$1.4 million per six-weeks for every 1,000 participating students

Motion by David Wilbanks, second by Melody Fowler, to approve the temporary virtual learning option for prekindergarten through sixth grade students as presented tonight.

President Mays asked Trustees to vote by roll call.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

A. Consider Bids

Mrs. Darla Moss recommended approval of the following bids meeting specifications:
22-06 a RFP Academic Educational Consultants and Professional Development Services
22-10 RFP Outside Contracted Services

- B. Consider Purchases Greater Than \$50,000 Exempt from Bid
 - 21-08-19-001 Transport Band Trailers to/from games and contests
 - 21-08-19-002 Exam Fees, Registration, & Staff Development – International Baccalaureate
 - 21-08-19-003 Reading Intervention Program
 - 21-08-19-004 Computer Audio Visual Supplies & Services
 - 21-08-19-005 Truck Rental Services & Leases
 - 21-08-19-006 Service for Monitoring System to Operate Refrigeration Temperatures
 - 21-08-19-007 Supplies for District Use
 - 21-08-19-008 Test Prep Materials
- C. Consider Change Order #2 Amending the Contract Amount and Final Completion Date for the 2019 Bond Construction Project for the Enterprise Centre, Phase I – Bid Package 4
- D. Consider Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- E. Consider Staff Development Waiver for the 2021-2022 School Year
- F. Consider Interlocal Agreement with Central Texas Purchasing Alliance (CTPA)
- G. Consider Master Interlocal Agreement with Education Service Center Region X and Region XI
- H. Consider Salvage Property

Motion by David Wilbanks, second by Bowie Hogg, to accept the consent agenda.

Voting For: 7
Voting Against: 0

President Mays reported that the motion passed.

DISCUSSION:

A. 2019 Bond Program Update

Assistant Superintendent of Facility Services Kelly Horn provided an update on the 2019 bond program. Work has begun on Phase I projects with nine projects currently under construction, two projects currently in the process of bidding, and one in the architectural design stage. Design professionals were approved for Phase II projects on December 10, 2020, with all thirteen projects in the planning and design stage. Design professionals were approved for Phase III projects on June 22, 2021, with all thirteen projects in the contract development process. Design work for Phase III projects will begin in September of 2021. Procurement of vehicles, instruments, uniforms, and technology for year two of the bond program is underway. Tier II HUB participation commitment was 22 percent through August

2021, however 33.55 percent was achieved through August 2021. Mr. Horn presented pictures of various facilities showing the progress of the work.

OPEN FORUM FOR NON-AGENDA ITEMS:

Marysol Fritz signed up to speak regarding critical race survey, however, was not present when it was time to speak.

Micah Ordway spoke regarding HIPPA violations.

President Mays reported that Jaya Davis and Katheryn Rogers submitted information that was provided to the board.

SUPERINTEDEDENT’S REPORT:

Superintendent Cavazos reported that before the school year started, 10,000 backpacks were handed out at the seventh annual back to school kickoff at AT&T Stadium. While the event was a drive-through and took place in three parking lots outside the stadium, it was not as hot as it was in 2020 and things went smoothly. More than 500 volunteers helped distribute the backpacks in six hours. It was nice to see so many familiar faces back helping students get ready for the year. He thanked all of the sponsors for helping make this happen.

Staff got the year off to a strong start thanks to Ignite 2021, AISD’s virtual convocation at AT&T Stadium. The event was recorded and featured a great keynote speaker in Chad Porter, so staff could watch whenever they wanted. Dr. Cavazos thanked all the staff members and committees of volunteers who made the event happen. He also thanked Spence for his support with the video and the two AISD principals that participated, Bowie High School Principal Lizardo and Seguin High School Principal Borden.

Superintendent Cavazos was able to visit six campuses on the first day of school. He started the day greeting students and visiting prekindergarten classrooms at Bebensee Elementary and ended it with a visit to Gunn Junior High and Fine Arts and Dual Language Academy. At Gunn he saw the bond in action and visited dance and theatre classes as the school welcomed students for the first day. He also visited Thornton and Berry elementaries, the new P-TECH program at Bowie High School and the Center for Visual and Performing Arts. He thanked the principals and teachers who took time out of their day so he could visit more than twenty classrooms. Dr. Cavazos said it was great to see AISD staff and students so excited about the school year.

SCHOOL BOARD’S REPORT:

Mrs. Fowler announced for parents and students in virtual schooling, there is a group of retired AISD teachers at the Excel Learning Academy. It is a non-profit academy, housed at Lake Arlington Church, with teachers willing to help with the needs of virtual learning students or students that need additional instructional support.

President Mays welcomed everyone back to school. She wished everyone an amazing school year and said she knows the students are happy to see their friends and teachers are happy to see the students. Mrs. Mays quoted, “Don’t stop when you are tired, stop when you are done.” She noted that we are not done and there is heavy lifting to do in order for our students to be successful.

Secretary Fowler had nothing to report.

ADJOURNMENT:

President Mays adjourned the meeting at 11:52 p.m. The Board did not return to closed session.

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 2, 2021	Consent Item
Subject:	Consider Contract for Arlington Chamber of Commerce 2021-2022	

Purpose:

To renew the service contract with the Arlington Chamber of Commerce

Background:

Annually, the district has negotiated a service contract with the Arlington Chamber of Commerce that defines continued participation between the district and the Arlington Chamber. The 2019-2020 contract aligns with the district's strategic plan. The contract cost remains \$95,000 annually.

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

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

Recommendation:

The administration recommends approval of the contract.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Anita Foster Date: August 24, 2021
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: September 2, 2021

Consent Item

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

Purpose:

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

Background:

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

Recommendation:

The administration recommends that the Board approve the 2021-22 Tarrant County Adult Education and Literacy Consortium agreement with AISD for the period of July 1, 2021 – June 30, 2022.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz Date: August 24, 2021

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 21-SPC-AEL-001 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2021 To June 30, 2022

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$633,531.52

Adult Education and Literacy Funds Awarded	\$633,531.52
Total Contract Amount	\$633,531.52

This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the ARLINGTON INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Arlington Independent School District</u></p> <p>Business Address: <u>600 New York Avenue Arlington, Tx. 76010</u></p> <p>Mailing Address: <u>600 New York Avenue Arlington, Tx. 76010</u></p> <p>Contact: <u>Heather Kubiak</u></p> <p>Phone: <u>682-867-2383</u></p> <p>Fax: <u>817-801-0975</u></p> <p>E-Mail: <u>hkubiak@aisd.net</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

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

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

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

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

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**



Judy McDonald
Executive Director

Dr. Marcelo Cavazos
Superintendent

SWT

Date:

8-25-21

Date:

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 21-SPC-AEL-001

SECTION 1 - PARTIES TO CONTRACT

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

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2021 and shall terminate June 30, 2022 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$633,531.52. This funding is comprised of the following categories:

AEL Program Funds:	\$612,741.88
Performance Funds:	\$ 12,263.64
Professional Development:	<u>\$ 8,526.00</u>
Total:	\$633,531.52

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

SECTION 4 - LEGAL AUTHORITY

4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:

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

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

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

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

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

SECTION 6 - BOARD PERFORMANCE

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

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

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

SECTION 7 - CONTRACTOR PERFORMANCE

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

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

SECTION 8 - INDEPENDENT CONTRACTOR

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

SECTION 9 - CONTRACT LIABILITIES

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

prescribed by the Board.

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

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

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

10.2 Financial Management Requirements

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

10.3 Limitation on Liability

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

10.4 Expenditure Rates/De-obligation of Funding

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

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

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

SECTION 12 - REPORTING REQUIREMENTS

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

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

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

- 13.3.1 The United States Department of Labor,
- 13.3.2 The United States Department of Health and Human Services,
- 13.3.3 The United States Department of Education,
- 13.3.4 The United States Department of Agriculture,
- 13.3.5 The Comptroller General of the United States,
- 13.3.6 The General Accounting Office,
- 13.3.7 The Auditor of the State of Texas,
- 13.3.8 TWC,
- 13.3.9 Other state and federal auditing agencies, or
- 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.

- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

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

SECTION 15 - SUBCONTRACTS

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

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

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

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

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

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

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.

- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

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

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

SECTION 17 - PROPERTY

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

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

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

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

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

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

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

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

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

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

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

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

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

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated

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

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

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

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

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

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

20.6.1 Further investigation;

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

20.6.3 Other corrective action, as may be appropriate.

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

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

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

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

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

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

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

appearance of a conflict of interest.

21.2 Disclosures.

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

21.2.1 Matters Subject to Disclosure:

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

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

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

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

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

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

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

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

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

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

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

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

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 24 - NON-ASSIGNMENT

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

SECTION 25 - TERMINATION OF CONTRACT

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

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

SECTION 26 - SANCTIONS AND PENALTIES

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

26.3 Performance Sanctions

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

26.4 Financial Related

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

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

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

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

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

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

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

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

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

SECTION 29 - DEBARMENT CLAUSE

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

SECTION 30 - DRUG FREE WORKPLACE

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

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

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

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

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

SECTION 33 - DEFINITION OF TERMS

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

SECTION 34 - PROGRAM INCOME

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

program.

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

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

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

SECTION 36 - MAINTENANCE OF EFFORT

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

SECTION 37 - COMPLAINTS

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

SECTION 38 - BONDING AND INSURANCE

This section is intentionally left blank.

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

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

39.2 Environmental Compliance

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

39.3 Force Majeure

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

without the default or negligence of the party affected.

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

39.4 Rights to Appeal

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

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

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

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

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

39.5 Law of the Contract

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

39.6 Severability

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

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

39.7 Order of Precedence

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

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

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

39.8 Notification

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

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

Contractor: Arlington Independent School District
Dr. Marcelo Cavazos, Superintendent
1203 W. Pioneer Pkwy
Arlington, Tx. 76013

With a copy to:

Arlington ISD Legal Office
1203 W. Pioneer Pkwy
Arlington, Tx. 76013

Section 40 - Other Conditions of The Award

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

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

reported violations to the federal awarding agency.

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

of federal financial assistance:

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

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

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**



Judy McDonald
Executive Director

Dr. Marcelo Cavazos
Superintendent

Date:

8/25/21

Date:

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 21 Sub-Contract Budget

Sub-Contractor Name: Arlington ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100			
Salaries	163,260.00	68,401.00	231,661.00
Fringe Benefits @ _____ of Salaries	19,183.00	8,037.00	27,220.00
Pooled Staff Wages		180,887.00	180,887.00
Pooled Staff Fringe		16,280.00	16,280.00
Health Insurance	6,564.00	3,192.00	9,756.00
Personnel Subtotal	189,007.00	276,797.00	465,804.00
II. Professional and Contracted Services - 6200			
Professional Services		150,000.00	150,000.00
Partner Services			
Other Services			
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Rent/Lease			
Professional and Contracted Services Subtotal	-	150,000.00	150,000.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	1,000.00	12,263.64	13,263.64
Postage			
Printing			
Computer Hardware			
Testing Materials			
Software Purchases			
Software Usage Fees			
Other - (Specify)			
Other - (Specify)			
Operations Subtotal	1,000.00	12,263.64	13,263.64
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services			
Staff Mileage Reimbursement	590.88		
Staff Travel	2,500.00	1,373.00	3,872.88
Indirect Costs			
Other Operating Expenses Subtotal	3,090.88	1,373.00	3,872.88
GRAND TOTAL	193,097.88	440,433.64	633,531.52

Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet

Sub-Contractor Name: _____ Arlington ISD _____

Cost Category / Line Item	Management & Operations Funds Source Allocation			Education Services Fund Source Allocation			
	AEL Combined	PD	Perf Reserve	AEL Combined	PD	Perf Reserve	Total
I. PERSONNEL - 6100							
Personnel Subtotal	189,007.00			269,644.00	7,153.00		276,797.00

II. Professional and Contracted Services - 6200							
Professional and Contracted Subtotal							

III. Supplies and Materials - 6300							
Supplies and Materials Subtotal							

IV. Other Operating Expenses - 6400							
Other Operating Expenses Subtotal							

TOTAL	189,007.88	-	-	419,644.00	8,526.00	12,263.64	440,433.64
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TOTAL	193,097.88	-	-	193,097.88	-	-	193,097.88
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(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Grant/Program Manager	Kubiak, Heather				112,800.00
2	Program Clerk	Gandara, Gabriela				39,173.00
3	Data Clerk	Trevino, Leticia				37,034.00
4	Fringe and Health Insurance included in amount					-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
Program M & O Subtotal						189,007.00
Education Services						
1	Full Time Instructor-Fringe and Health Ins. Included	Blue, Karen				79,630.00
2	10 Pooled Teachers		25.00	7	45	78,750.00
3	6 Pooled Teachers		25.00	7	40	42,000.00
4	1 Bridge Teacher	18 hours for 8 cohorts	25.00			3,600.00
5	1 Contextualized Teachers	28 hours for 24 cohorts	25.00			16,800.00
6	Teacher Facilitator		25.00	7	45	7,875.00
7	Teacher Facilitator Assistant		13.00	20	45	11,700.00
8	Orientation/Testing Pooled Staff	14 orientations/pre/post testing	25.00			13,600.00
9	Pooled Fringe					15,689.00
10	35 Staff Members - Professional Development	15 hours each	12.50			6,562.50
11	Pooled Fringe - Professional Development					590.50
12						-
13						-
Education Services Subtotal						276,797.00
Total						465,804.00

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Arlington ISD

Category	Line Item Name	Description	Amount
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Education Services

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
Salaries		Full Time Instructor plus Masters Degree and PhD Stipends	68,401.00
Fringe Benefitis		11.75% X Salary	8,037.00
Health Insurance		Flat Amount	3,192.00
Pooled Staff Wages		10 teachers for 7 hours/week for 45 weeks at \$25/hour=\$78,750.00 6 teachers for 7 hours/week for 40 weeks at \$25/hour=\$42,000.00 1 Bridge teacher for 18 hours for 8 cohorts at \$25/hour=\$3600.00 1 Contextualized teacher for 28 hours for 24 cohorts at \$25/hour=\$16,800.00 1 Teacher Facilitator for 7 hours/week for 45 weeks at \$25/hour=\$7875.00 1 Teacher Facilitator Assistant for 20 hours/week for 45 weeks at \$13.00/hour=\$11,700.00 Orientation/Testing Pooled Staff for 28 orientations=\$14, 000.00 35 staff members professioan development - 15 hours at \$12.50/hour=\$6562.50	180,887.00
Pooled Staff Fringe		Approximately 9% of wages	16,280.00
Professional Services		\$1200.00 for 125 students' training provided by Stone Academy, and other training providers that are on the AEL Vendor approved list at the Workforce Board.	150,000.00
Supplies and Materials		Curriculum for all classes ,paper, folders, pens, etc.	12,263.64
Staff Travel		Travel to state training events, conferences, etc.	1,373.00

PART C
STATEMENT OF WORK

Arlington ISD Adult Education and Literacy

Statement of Work

Program Design/Planning Summary

Arlington ISD Adult Education and Literacy is proposing to provide instruction and education services to 662 students in traditional ABE/ASE and ESL classes. Within the 662 student target, it will provide instruction to 35 students in Intensive Services and 125 students in an IET. In order to meet the numbers by the proposed dates, Arlington ISD AEL ABE/ASE, ESL, remote classes began on July 1, 2021. Continuous managed enrollment will continue to be held at least once a month. Managed enrollment will continue to take place throughout the fall to ensure that 65% of the total student target is met by December 31, 2021. Students were enrolled in IET's starting in July 2021, and cohorts are scheduled to begin each quarter. Classes will continue through the end of June 2022. The managed enrollment will continue at least once a month throughout the rest of the year with the exception of June.

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

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

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

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

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

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

The Board AEL department will be notified of all new class listings through a class request. If a class is closed, the data entry staff will notify the Board AEL department so the end date can be entered in TEAMS. The Board AEL department will be sent an enrollment schedule as it is developed. Both a full class listing and enrollment schedule can be maintained on a shared drive as well. The AISD AEL office consisting of the Manager, Program Clerk, and Data Clerk will be responsible for updating and maintaining the class listings as changes/additions are made.

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

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

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

Program Objectives

Arlington ISD AEL will conduct a variety of outreach services to the local community. In July, students continued their classes from June.2021. In August, emphasis will be placed on distributing information at back to school activities throughout the school district in order to reach parents of Arlington ISD students who are either unemployed or underemployed and lack basic skills or are non-English speakers. As the class start dates near, class information will be distributed through flyers, information placed on school marquees and websites, and email blasts to specific school district departments such as Human Resources, Plant Services, and Food and Nutrition. Information will also be shared with the call center in order for staff to refer their customers as well as local agencies as Arlington Housing Authority, Goodwill, United Way, and Salvation Army. Churches will also receive information about classes that can be shared with their congregations. Much of this outreach will continue throughout the program year as managed enrollments are scheduled.

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

Scheduled registrations will be at least once a month at a central site or online. These enrollments will be advertised throughout the community and a student interest list will be used to contact any students

inquiring about classes between enrollments. The student list is maintained by the AISD AEL office. Potential students are added as they call, come to the office, or fill out an online interest form. Referrals from other students, teachers, and the call center are also added to the list. All potential students are contacted a few days prior to registration by the AISD AEL office.

Organization Capability/Demonstrated Effectiveness

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

Arlington ISD AEL's personnel is made up of four full time staff positions – AEL Grant Manager, Instructor, Program Clerk, and Data Clerk. The AEL Grant Manager holds a Master of Education in Educational Leadership and Policy Studies, a Bachelor of Business Administration, and has twenty-seven years of experience in education. She has been in this position since October 2014. Prior to that, she worked with Dropout Prevention for five years under two separate grant programs. Her previous years were spent as a high school Career and Technical Business Education teacher. The instructor holds a PhD in P16 Educational Leadership and Policy Studies, a Master of Education in Curriculum and Instruction, and a Bachelor of Science in Marine Biology. She has been in this position since November 2014. Prior to it, she worked at the community college level as an instructor and administrator for seven years and a junior high science teacher for six years. The Program Clerk holds a high school diploma with some college hours and has held this position since February 2020. Prior to this position, she served as a teacher facilitator assistant and interim program clerk for fifteen months before taking the Data Clerk position in October 2018. The Data Clerk holds a high school diploma and has been in this position since May 2021. She has sixteen years clerical experience.

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

Financial Management/Cost Effectiveness

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

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

The Division of Federal Fiscal Compliance and Reporting at the Texas Education Agency (TEA) reviews, approves, and negotiates indirect cost rates for local education agencies (LEA). The approved indirect cost rate allows the LEA to recover indirect costs incurred in the administration of grant funds. The TEA, as the cognizant agency has approved the 2021-22 school rates as follows:

- Indirect Cost Rate: 3.744%

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

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

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

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

Management of the District has established a comprehensive internal control framework that is designed both to protect the District's assets from loss, misuse, or theft, and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable assurance rather than absolute assurance that the financial statements will be free from material misstatement. Most of the District's basic services are

reported in governmental funds. These funds use modified accrual accounting (an accounting method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

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

The undersigned certifies that:

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

Debarment, Suspension, and Other Responsibility Matters

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

The undersigned certifies that neither it nor its principals:

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

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

Prohibition Against Employment of Undocumented Workers

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

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

Drug-Free Workplace

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

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

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

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

Certification

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

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

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

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

Signature (SWT) Date

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

Arlington Independent School District
Organization

1203 W. Pioneer Parkway
Address

Arlington, Tx. 76013
City, State, Zip Code

Arlington Independent School District Board of Trustees Communication

Meeting Date: September 2, 2021

Consent Item

Subject: Consider the Memorandum of Understanding with Child Care Associates for Child Care Services through Its Child Care Management Services (CCMS) System

Purpose:

Approval of the Child Care Associates Contract to implement childcare assistance for students.

Background:

Arlington ISD enters into this partnership with Child Care Associates to provide childcare assistance for students not eligible for state assistance - undocumented, unaccompanied or lack of access to obtain required documentation – or when state assistance is not developed.

Recommendation:

Based on student interests, the administration recommends approval of the Child Care Associates Contract.

<p>Submitted to: Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p>
	<p>Prepared by: Dr. Steven Wurtz Date: August 25, 2021</p>

FUNDS TRANSFER AGREEMENT

BETWEEN

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
and
CHILD CARE ASSOCIATES**

The Arlington Independent School District located in Arlington, Texas seeks to expand the availability of child care to children of teen students enrolled in the Arlington Independent School District.

Child Care Associates is the local agency in Tarrant County contracted by Workforce Solutions for Tarrant County to disburse federal, state, and local dollars for child care services through its Child Care Management Services (CCMS) system. Tarrant County Child Care Management Services determines the eligibility of clients for state and federal funds.

- 1. The Arlington Independent School District agrees as follows:**
 - 1.1 To transfer monies, not to exceed \$50,000.00 to Child Care Associates to be used for child care and related operations expenses.**
 - 1.2 The Arlington Independent School District will make its transfer of funds in timely payments for the amount necessary to provide these services. Payment reflects an administration fee of 15% to Child Care Associates. Such payments will occur within 15 days of receipt of invoice on invoices that are valid and correct. Incorrect invoices may cause delayed payments. AISD will not process payment until a corrected invoice and credit memo if requested has been received.**
 - 1.3 The Pregnancy, Education, and Parenting Program staff will identify students in need of child care services and refer them to the CCMS in advance of services being provided.**
 - 1.4 The Pregnancy, Education, and Parenting Program staff will assist students in providing needed eligibility documents and following required policies.**
- 2. Child Care Associates agrees as follows:**
 - 2.1 To use the funds transferred by the Arlington Independent School District for child care services for students identified and referred by the Pregnancy, Education, and Parenting Program staff, and for related operations expenses.**
 - 2.2 To assume administrative control and be responsible for paying child care providers in the amounts to be determined by CCMS for qualifying child care services for children placed by CCMS under this agreement.**

- 2.3 To establish a separate funding code for the transferred funds.
 - 2.4 To place eligible students not receiving funds on the waiting list for child care funds in accordance with CCMS policies and procedures.
 - 2.5 To determine eligibility for federal and state matching funds and to use said funds in accordance within established board policies and procedures.
 - 2.6 To keep records and provide a monthly summary of child care reimbursements itemized to include student name, number of child care days, rate, total disbursement, and balance of funds.
3. **Child Care Associates and the Arlington Independent School District mutually agree as follows:**
- 3.1 This agreement may be terminated by either party, for any reason, upon written notification to the other party of at least 30 days in advance of such termination.
 - 3.2 Child Care Associates is under no obligation to continue funding child care under this agreement in the event that the transfer of the funds is not received for reimbursement.
 - 3.3 Arlington Independent School District is under no obligation to continue its transfer of funds in the event that these funds are not used consistent with the terms of this agreement.
 - 3.4 The CCMS shall be responsible for the provision of eligibility determination and referred services, but not the provision of providing child care services.
 - 3.5 Both parties agree to abide not only by the notices from each other, but also to notices from Workforce Solutions for Tarrant and Texas Workforce Commission (TWC). All notices or communications under this agreement shall be sufficiently given for all purposes if made in writing and delivered personally, sent by United States certified mail, return receipt requested, sent by documented overnight delivery service or, to the extent receipt is confirmed, facsimile or other electronic transmission, to the addresses and numbers listed below. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this agreement shall commence with the date that the party actually receives such written notice, and the date or postmark of any return receipt indicating the date of delivery of such notice or the date of a facsimile or other electronic transmission indicating the date of delivery of such notice, to the addressee shall be conclusive of such receipt.

If to Arlington Independent School District to:

Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013
Fax: (817) 459-7299
Attention: Tori Sisk

Fax: (817) 492-3388

Child Care Associates
305 NE Loop 820, Suite 600
Hurst, Texas 76053
(817) 222-6578
Attention: Rita Morris
Fax: (817)222-1055

- 3.6 This agreement may be amended by mutual agreement among the parties.
- 3.7 To comply with all applicable federal laws and regulations in carrying out this agreement.

4 Miscellaneous

- 4.1 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED BY, THROUGH AND UNDER THE LAWS OF THE STATE OF TEXAS. All obligations under this agreement will be performed and payable in Tarrant County, Texas. Any suit by any party relating to this agreement shall be brought and maintained in Tarrant County, Texas, which is where this agreement is executed, accepted and substantially performed.
- 4.2 **Attorneys' Fees.** To the extent authorized under the Texas Constitution and laws of the State of Texas, if either party commences litigation against the other for enforcement or interpretation of this agreement, the prevailing party shall be entitled to recover from the other party actual costs and attorneys' fees reasonably incurred.
- 4.3 **Counterparts.** This agreement may be executed in any number of counterparts, each of which, when so executed and when delivered, shall be an original, but all of which shall together constitute one and the same instrument.
- 4.4 **Further Assurance.** Each party shall execute and deliver such further instruments and shall take such other action as the other party may reasonably request from time to time in order to discharge and perform their obligations and agreements hereunder.
- 4.5 **Severability.** A determination by a court of competent jurisdiction that any provision of this agreement is invalid or unenforceable will not cancel or invalidate the remainder of that provision or this agreement, which will remain in full force and effect.
- 4.6 **Entire Agreement.** The terms of this agreement constitute the entire

expression of the parties' agreement with respect to the subject matter of this agreement and supersede all prior and contemporaneous understandings and agreements, whether written or oral, relating thereto. The provisions of this agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

4.7 **Amendments.** Any amendment or supplement to, or waiver of, any provision of this agreement must be in writing and signed by the party whose obligations are purported to be affected thereby.

The signatures below certify that they are authorized to bind their respective organizations in the manner described above effective the 1st day of September 2021, through the 31st day of August 2022.

Arlington Independent School District

By: _____
Dr. Marcelo Cavazos
Superintendent

Date: _____

By: _____
Kara Waddell
President & CEO

Date: 8/3/2021

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 2, 2021	Consent Item
Subject:	Texas Teacher Evaluation and Support System (T-TESS) Appraisers	

Purpose:

The purpose of this consent item is to approve the Texas Teacher Evaluation and Support System (T-TESS) list of district administrators who evaluate teachers through T-TESS. The proposed list of appraiser(s) for the 2021-2022 school year is attached for consideration.

Background:

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

Recommendation:

The administration recommends the Board approve the Texas Teacher Evaluation and Support System list of additional appraisers for the school year 2021-2022.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Scott Kahl Date: August 23, 2021
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Arlington ISD
T-TESS Additional Appraiser List
2021-22
September 2, 2021

Last	First	Job Title	Location
Andrews	Ricki	Assistant Principal	Wood ES
Bentley	Sheramie	Assistant Principal	Ditto ES
Borden	Ray	Principal	Seguin HS
Butler	Ricardo	Assistant Principal	Atherton ES
Claiborne	Catherine	Principal	Nichols JH
Gholston	Bianca	Principal	Atherton ES
Gregory	Brittany	Coordinator	SPED
Igbokwe	Oluchi	Assistant Principal	Martin HS
Leonard	Joshua	Principal	Blanton ES
McClendon	Jacquelyn	Principal	Workman JH
McCown	Krista	Coordinator	State and Federal Programs
Monroe	Leesa	Substitute Administrator	Arlington ISD
Morales	Claudia	Executive Director	Office of School Leadership
Mosley	Lori	Principal	Rankin ES
Sanders	Shelby	Assistant Principal	Adams ES
Scroggins	Christopher	Assistant Principal	Shackleford JH
Smith	Angela	Principal	Boles JH
Turner	Yvette	Coordinator	SPED
Zayas	Nancy	Principal	Rankin ES

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 2, 2021	Discussion Item
Subject:	Teacher Incentive Allotment Overview	

Purpose:

The Teacher Incentive Allotment (TIA) was created by the Texas Legislature as part of House Bill 3 (HB3) with the goal to reward, retain, and recruit effective teachers into the profession; thus, reducing the desire for highly effective teachers to leave the classroom.

The purpose of this presentation is to provide an overview of the TIA program and the options available to Arlington ISD for implementation.

Background:

The Teacher Incentive Allotment (TIA) program is a compensation incentive program for teachers based on student growth measurements. The state has partnered with Texas Tech University to assess the validity and reliability of individual district program measurements. The application and implementation of the program is highly structured while providing districts with different alternatives and timetables for implementation. Elements of the program at the discretion of the district include the cohort start date, adoption of a local versus national designation system, and distribution methods for allocated funds.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: August 23, 2021