

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, October 05, 2023
5:00 p.m.**

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

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

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

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

CLOSED MEETING: Board Conference Room

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

1. Administrative Appointments/Personnel Ratification
2. Superintendent Search
3. Real Property known as 1323 W. Pioneer Parkway, Arlington, TX 76013
4. Easement and Right-of-way for tract of land located in Lot 18R1A, Block 1
5. Variable Width Sidewalk Easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528

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

OPENING CEREMONY:

PROGRAM AND/OR PRESENTATION:

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

- A. Student Performance by the Martin High School Jazz Band
- B. Student of the Month
- C. Community Powered by Possibilities Award of Appreciation

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

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

APPOINTMENTS:

- A. Introduction of Administrative Appointments:
Assistant Principal for Arlington High

ACTION:

- A. Consider Resolution to Nominate a Candidate for the Tarrant Appraisal District Board of Directors (pg. 7)
- B. Consider approving a resolution and Earnest Money Contract for the acquisition of real property described as approximately 1.713 acres of land out of an approximate 21.832 acre tract of land known as Block 1, Lot 1AR1R of the Fielder Road Baptist Church Addition, Arlington, Tarrant County, Texas, 76013, locally known as 1323 W. Pioneer Parkway, Arlington, Texas, 76013 (pg. 14)

CONSENT AGENDA:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions (pg. 41)
- B. Approval of Purchases Greater Than \$50,000 (pg. 44)
23-10-05-01 Communications Marketing and Services

- 23-10-05-02 Baked Goods for National School Lunch Program
- 23-10-05-03 WAN Services e-Rate
- 23-10-05-04 Start Right Readers
- 23-10-05-05 e-Rate Consultant
- 23-10-05-06 Purchase and Installation of Strobes and Other Devices
- 23-10-05-07 e-Rate Network Equipment Upgrade
- 23-10-05-08 Recycling Services
- 23-10-05-09 Energy Management Dashboard
- 23-10-05-10 Professional Engineering Services
- 23-10-05-11 Bryant Boiler
- 23-10-05-12 Butler Boiler
- 23-10-05-13 Professional Engineering Services
- 23-10-05-14 Eduphoria Strive Subscription
- 23-10-05-15 Travel Consultant

- C. Approval of Minutes of Previous Meetings. September 2023 (pg.46)
- D. Approval of Annual Internal Audit Plan for Fiscal Year 2024 (pg.58)
- E. Consider a Resolution and an Easement and Right-of-way for a 2,861 square foot (0.066 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas (pg. 62)
- F. Consider a Resolution for Variable Width Sidewalk Easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas (pg.69)

DISCUSSION:

- A. District Employee Survey Results Update (pg.79)
- B. Pre-Kindergarten Programming Update (pg. 80)

OPEN FORUM FOR NON-AGENDA ITEMS:

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

SUPERINTENDENT'S REPORT:

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

students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

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

SCHOOL BOARD'S REPORTS:

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

The Board Members will report on the following subjects:

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

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.

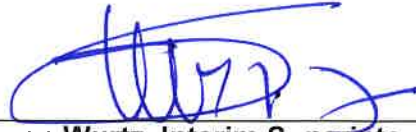
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

- 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 2nd day of October, 2023 at 5:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Steven Wurtz, Interim Superintendent

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

Meeting Date:	October 5, 2023	Action Item
Subject:	Consider Resolution to Nominate a Candidate for the Tarrant Appraisal District Board of Directors	

Purpose:

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

Background:


Each appraisal district is governed by a board of directors comprised of five directors elected by the taxing units that participate in the appraisal district. Members of the board of directors serve two-year terms beginning on January 1 of even-numbered years.

The terms of service for the five members of the Tarrant Appraisal District (TAD) Board of Directors will expire on December 31, 2023. The Arlington ISD is identified by law as a voting unit and therefore has an opportunity to nominate one candidate for each of the five positions to be filled.

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Darla Moss Date: October 5, 2023
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RESOLUTION

WHEREAS, the Arlington Independent School District taxing entity has determined its preference for the representative to the Board of Directors of the Tarrant Appraisal District,

NOW, THEREFORE, BE IT RESOLVED that the Arlington Independent School District taxing entity does hereby nominate Gloria Peña, 5102 Oak Gate Ct. Arlington, TX 76016, as a Member of the Board of Directors for the Tarrant Appraisal District and that a copy of this Resolution be mailed to Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley- Ederville Road, Fort Worth, Texas 76118-6982.

PASSED AND APPROVED by the Board of Trustees this 5th Day of October 2023.

Melody Fowler, President

ATTEST:

Sarah McMurrugh, Secretary



William Durham
Executive Director
Interim Chief Appraiser

RECEIVED

September 22, 2023

Melody Fowler
Board President
Arlington I.S.D.
1203 W. Pioneer Pkwy.
Arlington, Texas 76013

SEP 29 2023

BY: _____

RE: Nomination and Appointment to TAD Board of Directors

Dear Ms. Fowler:

The current two-year terms of the five voting members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2023. The first step in appointing voting members for the term beginning January 1, 2023 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the enclosed list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me before October 15, 2023.**

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2024. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

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

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

Degrees of Consanguinity and Affinity

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

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

When submitting nominations, please include not only the full name of each candidate, but also his or her complete residence address and a current resume.



Letter to Taxing Units
 Appointments to Board of Directors
 September 22, 2023


From timely submitted nominations, I will prepare and distribute before October 30th a ballot to each taxing unit entitled to participate in the appointment process.

The appointment process and schedule set out in Section 6.03 of the Property Tax Code may be summarized as follows:

before October 01, 2023	Chief Appraiser calculates numbers of votes and notifies taxing units
before October 15, 2023	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
before October 30, 2023	Chief Appraiser prepares ballot and sends it to taxing units
before December 15, 2023 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to “each taxing unit entitled to cast at least five percent of the total votes”, which in this appointment cycle means 250 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send submit votes to Chief Appraiser
before December 31, 2023	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 01, 2024	new term begins

If you have any questions, please do not hesitate to call.

Sincerely,


 William Durham
 Executive Director
 Interim Chief Appraiser

WD:jw
 Enclosure
 CC: Dr. Steven Wurtz



TARRANT APPRAISAL DISTRICT
Calculation of Taxing Entity Votes in 2023 for Appointment to
Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	Votes
School Districts:	
Aledo ISD	5
Arlington ISD	453
Azle ISD	25
Birdville ISD	162
Burleson ISD	29
Carroll ISD	125
Castleberry ISD	16
Crowley ISD	134
Eagle Mountain/Saginaw ISD	189
Everman ISD	25
Fort Worth ISD	597
Godley ISD	1
Grapevine/Colleyville ISD	194
Hurst/Euless/Bedford ISD	196
Keller ISD	280
Kennedale ISD	22
Lake Worth ISD	18
Lewisville ISD	5
Mansfield ISD	221
Northwest ISD	155
White Settlement ISD	40
	2,895
Total Schools Cities:	
City of Arlington	194
City of Azle	6
City of Bedford	25
City of Benbrook	15
City of Blue Mound	1
City of Burleson	6
City of Colleyville	17
City of Crowley	9
City of Dalworthington Gardens	2
Edgecliff Village	1

City of Euless	25
City of Everman	3
City of Flower Mound	2
City of Forest Hill	7
City of Fort Worth	623
City of Grand Prairie	59
City of Grapevine	28
City of Haltom City	19
City of Haslet	4
City of Hurst	21
City of Keller	23
City of Kennedale	7
Town of Lakeside	1
City of Lake Worth	3
City of Mansfield	53
City of N. Richland Hills	37
Town of Pantego	2
City of Pelican Bay	1
City of Reno	0
City of Richland Hills	4
City of River Oaks	3
City of Roanoke	0
City of Saginaw	13
City of Sansom Park	2
City of Southlake	32
Town of Trophy Club	1
City of Watauga	10
Town of Westlake	3
City of Westover Hills	3
Westworth Village	2
City of White Settlement	9
Total Cities Other:	<hr/> 1,272
Tarrant County	526
Tarrant County College	307
Total Other	<hr/> 833
Total All	5,000

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 5, 2023

Action Item

Subject: Consider approving a resolution and Earnest Money Contract for the acquisition of real property described as approximately 1.713 acres of land out of an approximate 21.832 acre tract of land known as Block 1, Lot 1AR1R of the Fielder Road Baptist Church Addition, Arlington, Tarrant County, Texas, 76013, locally known as 1323 W. Pioneer Parkway, Arlington, Texas, 76013

Purpose:

To provide the Board of Trustees the opportunity to consider approving a resolution and Earnest Money Contract for the acquisition of real property described as approximately 1.713 acres of land out of a 21.832 acre tract known as Block 1, Lot 1AR1R of the Fielder Road Baptist Church Addition, Arlington, Tarrant County, Texas, 76013, locally known as 1323 W. Pioneer Parkway, Arlington, Texas, 76013

Background:


Arlington ISD has identified a need to acquire real property in central Arlington for the future construction of District facilities.

An undeveloped property approximately 1.713 acres with approximately 74,599 sq. ft. of land with asphalt paved driveway and parking lot located adjacent to the Arlington J. W. Counts Administration Building 1203 W. Pioneer Parkway. Arlington ISD and the property owner, Fielder Church, have agreed to terms for the transaction. Upon execution of the Earnest Money Contract by both parties, AISD will immediately begin the process of closing the agreement. The property survey, inspection, and review of other records on the property are completed. The District is required to deposit \$10,000 as earnest money with the title company within 3 days of approval and effective date of the contract agreement. The District will schedule Closing on or before November 5, 2023. The District may terminate the agreement for any reason prior to closing, with written notice to the seller, if it determines it is not feasible to own the property.

Funds are included in the 2019 Bond Program for the purchase of the property described herein.

Recommendation:

The administration recommends that the Board approve a resolution and Earnest Money Contract for the acquisition of real property described as approximately 1.713 acres of land out of a 21.832 acre tract known as Block 1, Lot 1AR1R of the Fielder Road Baptist Church Addition, Arlington, Tarrant County, Texas, 76013, locally known as 1323 W. Pioneer Parkway, Arlington, Texas, 76013

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p>
	<p>Prepared by: Wm. Kelly Horn</p>
	<p>Date: September 27, 2023</p>

EARNEST MONEY CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Earnest Money Contract (“Contract or “Agreement”) is made by and between Fielder Road Baptist Church, Inc., a Texas non-profit corporation, 1323 W. Pioneer Pkwy, Arlington, Texas 76013, hereinafter referred to as “Seller,” and Arlington Independent School District, 600 E. Lamar Blvd., Arlington, Texas 76001, hereinafter referred to as “Buyer,” upon the terms and conditions set forth herein.

ARTICLE I

1.01 Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, a tract of land including improvements (the “Property”), described as:

An approximate 1.713 acre tract of land (Flag shape) out of an approximate 21.832 acre tract on the far eastern side of the property in Block 1, Lot 1AR1R of the Fielder Road Baptist Addition, Arlington, Tarrant County, TX 76013. *See attached Exhibit “A”.* The property is locally known as 1323 W. Pioneer Parkway, Arlington, Texas 76013.

Notwithstanding anything in the Contract to the contrary, there shall be reserved from the conveyance hereunder for Seller and Seller’s successors and assigns, all of Seller’s right, title and interest, if any, in and to all oil, gas, and other minerals located in, on, or under or that may be produced from the Property, if any, including, but not limited to, all of the royalty interests, overriding royalty interests, and all other interests of any kind owned or acquired by Seller in the mineral estate in, on, and under the Property; provided, however, that Seller shall waive all rights of ingress and egress over the surface of the Property for the purpose of exploring, developing, mining, or drilling such oil, gas and other minerals; it being specifically agreed that no operation relating to such mineral reservation will be conducted on the surface of the Property. Notwithstanding anything to the contrary, nothing herein shall be construed as prohibiting or

restricting Seller and Seller's successors and assigns from (i) using the surface of any lands other than the Property for activities related to the development or production of the oil, gas, and other minerals in and under the Property or (ii) exploring, developing or producing the oil, gas, and other minerals in and under the Property by pooling or by directional or horizontal drilling under the Property from well or mine sites located on lands other than the Property so long as such pooling or directional or horizontal drilling does not affect the Property or its use by Buyer. The mineral reservation set forth this paragraph shall be reserved in the special warranty deed executed at Closing and shall be a permitted exception to such deed and the Title Policy. Seller and Buyer will cooperate to cause the Property to be properly subdivided (at Buyer's expense) such that it constitutes a legally recognized lot ("Replat"). As part of such cooperation, Buyer and Seller shall work in good faith to obtain approval of the Property's preliminary plat prior to Closing, but the Property's final plat will not be filed in the real property records until on or after the Closing Date unless Seller approves the early filing thereof. Seller and Buyer shall each have the right to approve the subdivision plat in its sole discretion (and any change or modification to the subdivision plat) and any conditions applicable to the subdivision. Once approved by Seller and Buyer, the legal description of the Replat will be used in all closing documents to convey the Property to Buyer. If either Buyer or Seller reasonably declines to approve the subdivision plat (or any change or modification to the subdivision plat) or any such conditions in accordance with the preceding sentence, Buyer or Seller, as the case may be, may terminate this Contract by written notice to the other party, and upon such termination, the Earnest Money shall be returned to Buyer (except for the Independent Contract Consideration, which shall be paid to Seller in consideration of entering into this Contract), and this Contract shall terminate and be of no further force or effect

with Buyer and Seller having no further rights, obligations or liabilities hereunder except those obligations which expressly survive termination.

1.02. The "Purchase Price" of the Property shall be the sum of Four Hundred and Fifty Six Thousand Five Hundred Forty-Five dollars (\$456,545.00). Buyer shall, within 10 days of execution of this Agreement, deposit with the "Title Company" (as defined in Article IV of this Contract), the sum of \$10,000.00 as earnest money to bind this sale (the "Earnest Money").

1.03 Buyer will pay to Seller a \$100 independent consideration for the right to terminate this agreement and receive a refund of its earnest money. This consideration is considered earned when received and is not subject to refund if this contract is terminated.

1.04. The Purchase Price shall be payable in cash at closing.

ARTICLE II

Condition of Title and Title Report

2.01. Preliminary Title Report. Seller, at Seller's sole cost and expense, shall obtain a preliminary title report (the "Title Report") to be issued concerning the Property. Buyer shall give Seller written notice on or before the expiration of 30 days after Buyer receives the Title Report, or after Buyer has received any further documentation requested from the Title Company pertaining to title issues appearing in the Title Report, whichever is later, that the condition of title, as set forth in the Title Report, is not satisfactory, and in such event Seller may, but shall not be required to, promptly make all reasonable efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller fails or is unable to eliminate such exceptions to title within 15 days after receipt of written notice from Buyer to cure such exceptions, Buyer, at its option and as its sole and exclusive remedy, may terminate this Contract without

liability and the Earnest Money shall be returned to Buyer. Buyer may also, at its option, waive any unacceptable matters and require that Seller proceed to closing as required herein.

Independent Consideration

2.02 Concurrently with Buyer's execution of this Agreement, Buyer shall deliver to Seller an amount equal to One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement (the "Independent Consideration"), which will be in addition to the Earnest Money Deposit and the Purchase Price. The Independent Consideration is independent of any other consideration provided hereunder, shall be fully earned by Seller upon the Effective Date, and is not refundable under any circumstances. Buyer and Seller expressly acknowledge and agree that: (a) the Independent Consideration, plus Buyer's agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection, and termination rights during the Feasibility Period; and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

ARTICLE III

Representations and Warranties of Seller

3.01. Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer as of the date of Closing:

a. there will be no liens, assessments, or security interests against the Property arising by, through, or under Seller, which will not be satisfied out of the sale proceeds except for such interests as are being expressly assumed by Buyer, and assumed loans, if any, will not be in default.

b. there is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority.

c. Seller, to its knowledge, has complied with all applicable laws, ordinances, regulations, statutes, rules, restrictions, and environmental laws relating to the Property, or any part thereof.

d. There is no pending or threatened litigation, or contractual obligations arising out of or affecting the Property, to Seller's knowledge, which would interfere with its permitted uses.

e. Neither the Property, nor any part thereof, is subject to a leasehold interest, and there are no parties in possession as lessees, tenants at sufferance, or to Seller's knowledge, trespassers.

3.02 For purposes of Section 3.01, references to the "actual knowledge" or "knowledge" of Seller refer only to the current, actual knowledge of Jared Yates, Executive Pastor of Operations and Missions, without duty of inquiry, and will not be construed, by imputation or otherwise, to refer to the knowledge of Seller, to any property manager, or to any other officer, agent, manager, representative or employee of Seller or to impose upon any personal liability or duty to investigate the matter to which actual knowledge, or the absence thereof, pertains.

3.03 The above warranties and representations shall survive Closing and recordation of the Deed for a period of twelve (12) months and shall remain enforceable under this Contract. If any representation in this Contract is untrue in any material respect on the Closing Date, this Contract may be terminated by Buyer, as its sole and exclusive remedy, without liability to Seller, and Buyer shall be entitled to the return of its Earnest Money.

ARTICLE IV

Closing

4.01. The Closing shall be held at Lawyer's Title Company, located at 1400 W. Abram St., Arlington, Texas 76013, herein known as "Title Company," on or before 30 days after the later of (a) Buyer's receipt of the Title Report for the Property or Buyer's receipt of any further documentation requested from the Title Company pertaining to title issues appearing in the title Report, whichever is later, (b) the elimination by Seller of unacceptable matters affecting title to

the Property as provided in Section 2.01, (c) the end of the feasibility period if provided in this Agreement, unless waived by Buyer, or (d) at such time, date, and place as Seller and Buyer may agree upon (which date is herein referred to as the "Closing"); provided, however, in no event may the Closing occur after November 5, 2023.

4.02 At the Closing, Buyer shall pay Seller the amount of the Purchase Price as provided above and Seller shall deliver to Buyer a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, and restrictions, excepting however (a) the exceptions, easements, reservations, and restrictions approved by Buyer pursuant to this Agreement, and (b) any other exceptions waived or approved by Buyer in writing.

4.03 Seller shall obtain a basic Texas Owner's Title Policy at Seller's sole expense, issued by the Title Company, in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property, subject to those title exceptions listed in this Article, and the standard printed exceptions contained in the usual form of the Texas Owner's Title Policy.

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

Owner's Title Policy:	Seller
Any title endorsement:	Buyer
Escrow fee:	Buyer and Seller
Survey and replatting costs, if any:	Buyer
Filing fees:	Seller for release of liens, if any; Buyer for all other documents required to be recorded
Attorney's fees:	Seller and Buyer to their respective attorneys
General Real Estate Taxes:	General Real Estate taxes for the then current year relating to the Property shall not be prorated between Buyer and Seller as part of the closing of this transaction and no credit shall be given to either party relating to the amount of Seller's taxes at the closing

of this transaction. Any ad valorem tax liability of Seller existing as of the date of the closing of this transaction shall not be affected by the closing of this transaction. Buyer as a political subdivision of the state of Texas has no ad valorem tax liability and assumes no liability or responsibility for any such taxes as may be owed by Seller at the time of closing or any rollback taxes assessed post-closing.

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

ARTICLE V

5.01. In the event Seller shall fail to consummate the sale of the Property in violation of Seller's obligation to do so, Buyer may, as its sole and exclusive remedy, either: (i) enforce specific performance or (ii) terminate this Contract in writing and receive the Earnest Money, thereby releasing the parties from this Contract.

5.02 In the event Buyer should fail to consummate the purchase of the Property in violation of Buyer's obligation to do so, and Seller is not in default hereunder, Seller shall have the right to be paid the Earnest Money as its sole remedy. Seller and Buyer have made provisions for liquidated damages because it would be difficult to calculate on the date hereof, the amount of actual damages for such breach, and Seller and Buyer agree that the liquidated damages represent a reasonable compensation to Seller for such breach.

ARTICLE VI

Miscellaneous

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

a. Except for the express representations, warranties and covenants of Seller in this Contract, Buyer expressly acknowledges that the Property is being sold and accepted AS IS, WHERE IS and Seller makes no representations or warranties with respect to the physical

condition or any other aspect of the Property, including, without limitation, (i) the structural integrity of any improvements on the Property, (ii) the manner, construction, condition, and state of repair or lack of repair of any of such improvements, (iii) the conformity of the improvements to any plans or specifications for the Property, including but not limited to any plans and specifications that may have been or which may be provided to Buyer, (iv) the conformity of the Property to past, current or future applicable zoning or building code requirements or the compliance with any other laws, rules, ordinances, or regulations of any government or other body, (v) the financial earning capacity or history or expense history of the operation of the Property, (vi) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise, (vii) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, (viii) whether the Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area, (ix) the existence or non-existence of asbestos, underground or above ground storage tanks, hazardous waste or other toxic or hazardous materials of any kind or any other environmental condition or whether the Property is in compliance with applicable laws, rules and regulations, (x) the Property's investment potential or resale at any future date, at a profit or otherwise, (xi) any tax consequences of ownership of the Property, or (xii) any other matter whatsoever affecting the stability, integrity, other condition or status of the land or any buildings or improvements situated on all or part of the Property (collectively, the "Property Conditions"), and **BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED, TO**

ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE relating to the Property, its improvements or the Property Conditions, such waiver being absolute, complete, total and unlimited in any way. In deciding to purchase the Property, Buyer is relying solely upon its own investigation of the Property's condition and not upon any representation or warranty from Seller or its agents. Notwithstanding anything to the contrary, all of the terms and provisions of this Section 6.01(a) shall survive the Closing.

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

Buyer, at Buyer's expense, may obtain an Environmental Assessment Report prepared by an environmental specialist. Within 45 days after the Effective Date of the Contract, Buyer may terminate the Contract by furnishing Seller a copy of any environmental report that, in Buyer's sole and absolute discretion, adversely affects the use of the Property, in which case the Earnest Money but not the Independent Contract Consideration, shall be refunded in whole to Buyer. If Buyer does not furnish Seller a copy of such a report within the prescribed time and give Seller notice that Buyer has terminated the contract, Buyer shall be deemed to have accepted the Property's environmental condition. Any failure of Buyer to obtain such an environmental assessment or terminate this Contract based upon any environmental report shall not constitute a waiver of any of Buyer's other rights and remedies hereunder.

c. **Feasibility Study.** From the Effective Date, and for ninety days (90) days thereafter, Buyer is granted the right to conduct an engineering survey and feasibility study of the Property, including but not limited to soil conditions, grade, drainage conditions, boundary lines, underground water quality and flow, utility installation issues, zoning and platting issues, easement

issues including but not limited to oil and gas pipeline easements, and environmental impact issues. Buyer or Buyer's designated agents may enter upon the premises for purposes of conducting engineering and metes and bounds surveys, environmental studies, soil analysis, core drilling, or other tests which may be deemed necessary to Buyer or Buyer's designated agents to conduct its feasibility study; provided, however, Buyer shall perform, and shall cause all its agents, employees and contractors to perform, all inspections and testing on the Property so as not to cause any damage, loss, cost, or expense to, or claims against Seller or to the Property, and no testing or inspections may be performed on Sundays or on Wednesdays after 5:00 pm. If it should be determined by Buyer in Buyer's sole judgment that the Property is not, for any reason, suitable for Buyer's intended purposes for the Property, or that there are soil, grade, drainage, boundary line, utility, zoning, platting, easement, water, environmental, or other conditions or issues which create additional or unexpected expense or uncertainties in connection with the use of the Property for its intended purposes, then and in this event, Buyer may, on written notice to Seller made on or prior to ninety days (90) days from the Effective Date, terminate this Contract without liability to Seller, and the Earnest Money shall be returned forthwith by the Title Company to Buyer.

d. Insurance. Prior to any entry on the Real Property by Buyer or any of Buyer's contractors, consultants or representatives, Buyer shall deliver to Seller a reasonably satisfactory certificate of insurance evidencing that Buyer or its contractor, consultant, or representative has commercial general liability insurance in the amount of at least One Million Dollars (\$1,000,000), combined single limit, coverage on an occurrence basis.

e. No Waiver. Seller expressly understands that Buyer is a political subdivision of the State of Texas, and nothing in this Contract will be construed as a waiver or relinquishment by

Buyer of its right to claim such exemptions, privileges, and immunities as may be provided by law.

f. Debris and Clean Up. Seller shall clean up any trash and debris on the Property, if any, before the date of Closing.

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

h. Survival of Covenants. The representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, which are expressly provided herein to survive Closing or which pertain to a period of time following Closing, shall survive Closing for a period of twelve (12) months and shall remain enforceable and binding during such time.

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

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

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

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

m. Brokers' Fees. Other than Peyco Southwest Realty, Inc. ("Buyer's Broker") who represents solely Buyer in this transaction, Seller and Buyer each represent and warrant that it has not engaged the services of any real estate agent or broker in connection with the negotiation or execution of this Contract or the sale and purchase of the Property. If -- and only if -- the transaction closes and funds, Buyer shall pay Buyer's Broker a sales commission pursuant to the terms of a separate agreement.

n. Platting. Subject to the requirements of Section 1.01 above, Seller agrees that Buyer may contemporaneously with the execution of this Contract commence platting, surveying, and taking whatever action is necessary to prepare and obtain all necessary plats, if any, for the Property.

o. Disputes. Except for claims for specific performance to enforce Seller's parking rights under the License Agreement described in Section 6.03 below or for other injunctive relief, which may be filed first in any state court with competent jurisdiction, Seller agrees to fully exhaust its administrative remedies under the Arlington Independent School District Board Policy GF (LOCAL) before seeking any relief permitted by this Contract, in connection with any matter related to this Contract. A copy of this policy is attached hereto and incorporated herein as Exhibit "B."

p. Headings. Section headings or captions are used in this Contract for convenience only and do not limit or otherwise affect the meaning of any provision of this Contract.

q. Holidays, Etc. Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday under the laws of the State of Texas or on a day when federal banks are closed, then that date is extended to the next day that is not a Saturday, Sunday, or legal holiday or a day when federal banks are closed.

r. Legal Fees. If there is litigation concerning the interpretation or enforcement of this Contract or any portion of this Contract, the prevailing party is entitled to recover from the losing party its reasonable legal fees and paraprofessional fees, court costs, and expenses. The provisions of this Section 6.01(r) survive the Closing or any earlier termination of this Contract.

s. Rule of Construction. Each party and its counsel have reviewed and revised this Contract. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Contract or any amendments, schedules, or exhibits to this Contract.

t. Time of the Essence. Time shall be of the essence in delivering any notice provided for herein and/or exercising any rights and/or remedies provided herein.

u. Counterparts and Facsimile Signatures. This Contract may be executed in one or more counterparts. Each counterpart is an original and proof of this Contract may be made without more than one counterpart. Signatures transmitted by Adobe Sign, DocuSign, RightSignature, electronic mail, or other digital or electronic means will be treated as original signatures for all purposes hereunder, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

v. Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered in connection with the performance of this Contract and consummation of the Closing any and all such further acts, instruments, deeds, documents and assurances (in each case in form and substance reasonably acceptable to the party executing and/or performing the same) as may be reasonably required to

consummate the transactions contemplated hereby. The foregoing obligation shall survive Closing.

6.02 At Closing, Seller shall reserve a nonexclusive easement for ingress and egress only across the western portion of the Property (the flag pole) with no more than six ingress and egress locations along the easement area, which points shall be roughly along the entrances to the parking lot located west of the Property, but Buyer -- as owner of the Property -- must keep such easement areas in good condition and repair at its expense.

6.03 At Closing, Buyer and Seller shall execute a License Agreement for parking in a mutually acceptable form. Seller will not be obligated to pay any parking fee nor other charge in connection with the licensed parking spaces, and Seller's right to use its licensed spaces will run with the land and be binding upon and inure to the benefit of each party's successors and assigns. The License Agreement may contain such other terms as are mutually satisfactory to the parties, and the parties shall negotiate the terms of the license in good faith. If Buyer and Seller are unable to agree upon the terms of the license by the Closing, then either Buyer or Seller may terminate this Contract by written notice to the other party, and upon such termination, the Earnest Money shall be returned to Buyer (except for the Independent Contract Consideration, which shall be paid to Seller in consideration of entering into this Contract), and this Contract shall terminate and be of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder except those obligations which expressly survive termination.

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

SELLER:

FIELDER ROAD BAPTIST CHURCH, INC.,
a Texas non-profit corporation

By: 
Ken Thompson, President

DATE: 9/21/2023

BUYER:

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____
President of the Board of Trustees

DATE: _____



Receipt of earnest money in the amount of \$10,000.00 is hereby acknowledged, and a fully executed original of the Contract.

LAWYER'S TITLE COMPANY

By: _____

Effective Date: _____ Time: _____

EXHIBIT A

EXHIBIT B

PUBLIC COMPLAINTS

GF
(LOCAL)

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except that complaints concerning instructional resources shall first be filed in accordance with the EF series, with appeals submitted in accordance with GF after the relevant complaint process.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the

PUBLIC COMPLAINTS

GF
(LOCAL)

appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The District shall make reasonable attempts to accommodate scheduling conflicts for hearings. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

PUBLIC COMPLAINTS

GF
(LOCAL)

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint, including copies.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a

conference with the Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level Two decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three conference shall be an informal conference. The conference may be recorded. The purpose of the Level Three conference is to determine if any administrative resolution is available that the complainant and the administration can agree upon absent further appeal. If a resolution is agreed upon, then the appeal is concluded.

Absent extenuating circumstances, the Level Three administrator shall provide the individual a written response within ten days following the conference.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the individual did not receive the relief requested at Level Three or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

PUBLIC COMPLAINTS

GF
(LOCAL)

The Superintendent or designee shall provide the Board the record of the lower level appeals. The individual may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

Date: October 5, 2023

Purchaser: Arlington Independent School District, a political subdivision of the State of Texas, by and through Melody Fowler President of the Board of Trustees of Arlington Independent School District
690 E. Lamar Blvd
Arlington, TX 76001

Seller: Fielder Road Baptist Church, Inc.
1323 W. Pioneer Pkwy
Arlington, TX 76013

Property: An approximate 74,599 SF vacant tract of land on Block 1, Lot 1AR1R of the Fielder Road Baptist Addition, Arlington, Tarrant County, Texas

WHEREAS, the Board of Trustees of Arlington ISD determines that it is advisable to purchase the Property and desires to purchase the estate of said Property; and

WHEREAS, Purchaser is authorized to acquire the estate of said Property in the name of the District under Section 11.151(a) of the Texas Education Code, which provides that “The trustees of an independent school district constitute a body corporate and in the name of the district may acquire and hold real and personal property”; and

WHEREAS, Purchaser is making this resolution for the purposes of authorizing the purchase of the estate of said Property,

NOW, THEREFORE, be it

RESOLVED, that Arlington ISD authorizes the purchase of the Property, in accordance with Section 11.151(a) of the Texas Education Code and Arlington ISD Board Policy CHG (LEGAL), and directs the Superintendent to take all necessary steps to acquire the estate of said Property in accordance with same; and be it further,

RESOLVED, that the Arlington ISD authorizes the Superintendent to negotiate a contract for the purchase of the Property with the Seller, subject to Board approval of the final terms of the contract; and be it further;

RESOLVED, that the undersigned President of the Board of Trustees of Arlington ISD is authorized and directed to execute any and all instruments appropriate or necessary to effectuate the purchase of the Property.

APPROVED by Arlington ISD Board of Trustees at a meeting held on October 5, 2023 in accordance with the Texas Open Meetings Act and containing a posted agenda item for deliberation regarding purchase of real estate, by a vote of ____ to ____.

By: _____
Melody Fowler, President

ATTEST:

by _____
Secretary of the Board

Last Name	First Name	Location	Position	Start Date	Level
MOORE	LYNSI	SPECIAL EDUCATION	COUNSELOR	9/8/2023	ADMIN
KIRBIE	MICHELLE	SPECIAL EDUCATION	DEAF/HARD OF HEARING PARENT ADVISOR	9/19/2023	ADMIN
BRINK	ESBEIDA	SPECIAL EDUCATION	DIAGNOSTICIAN	9/11/2023	ADMIN
MITCHELL	RAVEN	SAFETY AND ENVIRONMENTAL	SPECIALIST	9/11/2023	ADMIN
TOSCA	ALANA	SPECIAL EDUCATION	SPEECH PATHOLOGIST	8/25/2023	ADMIN
WYATT	CATHERINE	SPECIAL EDUCATION	SPEECH PATHOLOGIST	8/30/2023	ADMIN
PONCE	MARYTERE	BEBENSEE	1ST ESL	8/7/2023	ELEM
TRAN	AMY	STARRETT	1ST ESL	8/7/2023	ELEM
SOTO	NATALIE	JONES	1ST ESL	8/15/2023	ELEM
BIRCHALL	THOMAS	BEBENSEE	2ND BILINGUAL	8/30/2023	ELEM
MULLINS	REBECCA	WEBB	2ND ESL	9/8/2023	ELEM
SOSA	MARIA	BLANTON	3RD BILINGUAL	8/15/2023	ELEM
KRASNIEWICZ	JORDAN	BUTLER	3RD ESL	8/7/2023	ELEM
ALEXANDER	GLINDER	BEBENSEE	4TH ESL	8/7/2023	ELEM
BLACK	KIANA	PATRICK	4TH ESL	8/7/2023	ELEM
KING	KEISHA	BEBENSEE	4TH ESL	8/7/2023	ELEM
ABUNIJMEH	AREEN	ADAMS	4TH ESL	8/21/2023	ELEM
GALLEGOS	SHARON	ANDERSON	5TH ESL	8/7/2023	ELEM
SANTOS	VIVIANA	BURGIN	6TH BILINGUAL	8/24/2023	ELEM
PYLANT	ALYSSA	MOORE	6TH ESL	8/7/2023	ELEM
BATEMAN	SHELBY	SHERROD	6TH ESL	8/7/2023	ELEM
HARROLD	SAVANNAH	KEY	6TH ESL	8/10/2023	ELEM
GRAHAM	VIKKI	GOODMAN	ALT CURRICULUM	8/7/2023	ELEM
RODRIGUEZ	JORDAN	BRYANT	ALT CURRICULUM	8/14/2023	ELEM
DAVIS	TEDDIE	BRYANT	ART	8/7/2023	ELEM
SEATON	ATHENA-MICHELE	HALE	ART	8/15/2023	ELEM
HAVINS	VALERIE	ASHWORTH	BEHAVIOR MANAGEMENT	8/7/2023	ELEM
FLORES	VALERIE	ANDERSON	CAMPUS INSTRUCTIONAL COACH	9/8/2023	ELEM
TODD	RIKESHEA	WILLIAMS	COUNSELOR	8/30/2023	ELEM
DAVIS	REBECCA	CROW	COUNSELOR	8/31/2023	ELEM
SCOTT	ALICIA	WWLA	COUNSELOR	9/11/2023	ELEM
FEKRE	LEVESHA	JOHNS	ECSE	8/16/2023	ELEM
GRAYSON	AMBER	CROW	INCLUSION	8/15/2023	ELEM
TAYLOR	KIMBERLY	MOORE	INCLUSION	8/22/2023	ELEM
FLORES	ELENA	COREY	INCLUSION	9/1/2023	ELEM
HARRIS	LARONDA	SWIFT	INCLUSION	9/5/2023	ELEM
PILLERS	KALCEY	BRYANT	KINDER ESL	8/7/2023	ELEM
LUNSFORD	HOLLEY	FOSTER	LIBRARIAN	8/7/2023	ELEM
GOLDEN	RYAN	COREY	LIBRARIAN	8/7/2023	ELEM
MENGER	ANNA	MOORE	MUSIC TEACHER	8/7/2023	ELEM
WORST	CHARLENE	LARSON	NURSE	8/11/2023	ELEM
POLLARD	SHARON	JOHNS	NURSE	8/25/2023	ELEM
HOBBS	JON PIERRE	BLANTON	PE	8/11/2023	ELEM
ESCOBEDO TELLO	FRANCISCA	BLANTON	PRE K BILINGUAL	9/7/2023	ELEM
DILLARD	GINA	WEBB	PRE K ESL	8/7/2023	ELEM
JONES	TAMARA	ANDERSON	PRE K ESL	9/19/2023	ELEM
MCLENDON	TRACYE	STARRETT	SEAS	8/23/2023	ELEM
KRUGER	VALORIE	SHERROD	SSI ACADEMIC ESSER	9/5/2023	ELEM
SEIBER	ANNALEISSE	LAMAR	AGRICULTURE SCIENCE/ANIMAL SCIENCE	8/14/2023	SEC
WALKER	NAKEILA	NICHOLS	ALT CURRICULUM	8/15/2023	SEC
BARBEE	JUSTIN	LAMAR	ART	8/7/2023	SEC
HASLETT	DANIEL	BARNETT	ART	8/8/2023	SEC
THOMPSON	SHANA	MARTIN	ART	8/14/2023	SEC
BOLDING	LAUREN	ARLINGTON	ASST ORCHESTRA DIRECTOR	8/15/2023	SEC
LEFLORE	KELSIE	LAMAR	AVID	8/15/2023	SEC
HAN	LI	SHACKELFORD	CHINESE	9/11/2023	SEC
HENRY	TANIKA	NICHOLS	ELAR	8/7/2023	SEC
ARGUELLES	DIANNA	MARTIN	ELAR	8/7/2023	SEC
BAKARI	TAAJ	WORKMAN	ELAR	8/7/2023	SEC
COLBURN	CONNOR	SAM HOUSTON	ELAR	8/7/0223	SEC
HAYSLETT	AYANA	BARNETT	ELAR/COACH	8/28/2023	SEC
WEINBERG	DIANA	GUNN	FRENCH	9/5/2023	SEC
MAXEY	RYAN	NICHOLS	HEAD CHOIR DIRECTOR	8/14/2023	SEC
HUTCHINGS	STEPHANIE	LAMAR	HEALTH SCIENCE	8/21/2023	SEC
BARRON	EMILIE	CAREER TECH	HOSPITALITY	8/14/2023	SEC
JAMESON	GERALD	WORKMAN	INCLUSION	8/7/2023	SEC
ADAMS	CANDICE	GUNN	INCLUSION	8/7/2023	SEC
PETTY	ARTHREZ	SAM HOUSTON	INCLUSION	8/7/2023	SEC
BUSBY	SHAKILA	WORKMAN	INCLUSION	8/7/2023	SEC
WRIGHT	VERNON	BARNETT	INCLUSION	8/7/2023	SEC
WALKER	TRACIE	GUNN	INCLUSION	8/15/2023	SEC
MAYS	CAROLINE	SAM HOUSTON	INCLUSION	9/5/2023	SEC
BOYD	DEAN	ARLINGTON	INCLUSION	9/8/2023	SEC
CROWDUS	NOLAN	BOWIE	INCLUSION/COACH	9/6/2023	SEC
STONE	KANOSHA	WORKMAN	MATH	8/7/2023	SEC
FORSTE	JYE	SAM HOUSTON	MATH	8/7/2023	SEC
RICHMOND	JAMES	BOLES	MATH	8/7/2023	SEC
PEREZ LOPEZ	SYDNEY	GUNN	MATH	8/7/2023	SEC
PEELER	BRETT	CARTER	MATH	8/7/2023	SEC
OLUDIPE	AMINAT	SHACKELFORD	MATH	8/7/2023	SEC
HURD	DANIELLE	SAM HOUSTON	MATH	8/7/2023	SEC
ARTHUR	KRYSTAL	SAM HOUSTON	MATH	8/15/2023	SEC
ROVINSKY	THERESA	BARNETT	MATH	8/29/2023	SEC
MOMSEN	SYDNEY	SAM HOUSTON	MATH INTERVENTIONIST	8/7/2023	SEC
FITZGERALD	TYLER	SHACKELFORD	READ 180	9/1/2023	SEC

STINES	CHRISTOPHER	VENTURE	SCIENCE	8/7/2023 SEC
DUONG	HONGAN	MARTIN	SCIENCE	8/7/2023 SEC
CRISS	CHRISTIE	SHACKELFORD	SOCIAL STUDIES/COACH	8/29/2023 SEC
JOHNSON	HERBERT	SAM HOUSTON	SOCIAL STUDIES/HISTORY	9/11/2023 SEC
AGUILAR	CRISTINA	SEGUIN	SPANISH	8/31/2023 SEC
BONILLA	SHANIQUA	WORKMAN	SPANISH	9/18/2023 SEC
BROWN	TERENCE	BOWIE	TECHNOLOGY APPLICATIONS	9/21/2023 SEC

Elementary Summary

Teacher	18
Teacher ESL	16
Admin/Other	8

Total 42

Secondary Summary

Teacher	38
Teacher ESL	6
Admin/Other	6

Total 50

Grand Total 92

Separation of Service - Effective Between August 21, 2023 to September 20, 2023
For Information Only. No Board Action Required.

CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated - Employment with Another District (1)	Johnson	Brandi	Bowie High School	Assistant Principal - High School	8/28/2023	5
Employee Initiated - Employment Outside of Education (4)	Miller Parker Garcia Pope	Carleta Jenae Nolana Sheryl	Assistant Supt of Human Resource Assistant Supt of Human Resource Juan Seguin High School Hale Elementary	Human Resource Partner HR Manager - Recruitment and Substitute Services - ESSER Attendance Clerk - High School ESL Elementary Teacher K-6	9/1/2023 9/12/2023 9/1/2023 8/25/2023	1 0 3 1
Employee Initiated - Caring for Family Members (3)	Al Jaber Cowart Elsharif	Amani Lindsey Sahar	Juan Seguin High School Hill Elementary Kookan Elementary	Classroom Assistant High School Special Ed - Alt Curriculum Classroom Assistant Elementary Special Ed - ABLE Classroom Assistant Elementary - Pre-K	9/20/2023 8/31/2023 9/12/2023	0 0 10
Employee Initiated - Moving Out of the Area (1)	Menapace	Chelsea	State and Fed Int and Ops	MTSS Intervention Coach- ESSER	9/8/2023	5
Employee Initiated - Reason Not Specified (20)	Bowser Holiday Boahene Yancy Kunkel Diaz Lopez Gesaka Heitland Chapman Alanis Isreal Walker Featherston Shaw Mendez Chandler Berry Castaldo Harrison-Prince Chabrier Molina	Amanda Angela Avet ChrisSharrah Elisabeth Elizabeth Franqueshia Gina John Julia Latoya LeKeshia Mandel Marcus Melanie Ramona Sharron Tamara Tina Yary	Ellis Elementary Spec Ed Support Services Martin High School Assistant Supt of Human Resource Student Outreach Services Berry Elementary Lamar High School Little Elementary Sam Houston High School Short Elementary Boles Jr High School Carter Jr High School McNutt Elementary Dunn Elementary Burgin Elementary Bebensee Elementary Miller Elementary Moore Elementary West Elementary Crouch Elementary	Classroom Assistant Elementary Special Ed - ECSE LSSP Data Clerk - High School Human Resource Partner - ESSER Specialist - SOS Support Classroom Assistant Elementary - ESSER Classroom Assistant High School Special Ed - Alt Curriculum Classroom Assistant Elementary - ESSER Business Teacher 9-12 Classroom Assistant Elementary - Pre-K Classroom Assistant Junior High Special Ed - ABLE Read 180 Teacher Classroom Assistant Elementary Athletics/PE ESL Elementary Teacher K-6 Classroom Assistant Elementary - Kindergarten Family Engagement Liaison Attendance Clerk - Elementary Classroom Assistant Elementary - ESSER Classroom Assistant Elementary Special Ed - ABLE Classroom Assistant Elementary - Kindergarten	9/15/2023 8/24/2023 9/4/2023 9/8/2023 8/31/2023 9/13/2023 8/23/2023 8/30/2023 9/1/2023 9/1/2023 8/30/2023 8/25/2023 8/28/2023 9/13/2023 8/21/2023 8/21/2023 9/1/2023 9/8/2023 8/24/2023 8/21/2023	0 10 7 0 15 1 0 1 5 17 5 11 0 12 4 4 1 0 5 0 3
Employee Initiated - Returning to School (3)	Gonzales Welch Sallis	Lorlie Kristina Madison	Adams Elementary Goodman Elementary Foster Elementary	Classroom Assistant Elementary Special Ed - ECSE Classroom Assistant Elementary Special Ed - Alt Curriculum Classroom Assistant Elementary Special Ed - ABLE	8/21/2023 9/8/2023 9/20/2023	0 0 0
Employee Initiated - Unhappy with Job (2)	Yates Rose	Hayley Trenton	Venture School Guidance & Counseling	Theatre Arts Teacher 9-12 Clerk - The Care Clinic - ESSER	9/15/2023 9/11/2023	0 0
Employee Initiated - Regular Retirement (5)	Cavazos Moore Calkins Bostick Benjamin	Jose Julie Lori Wendy Lisa	Superintendent Library Services Crouch Elementary Special Education Superintendent	Superintendent Coordinator - Library Media Services ESL Elementary Teacher K-6 Advisor - Deaf and Hard of Hearing Parent - Infant Administrative Assistant - Superintendent	8/31/2023 8/31/2023 8/31/2023 8/31/2023 8/31/2023	21 27 23 40 23
Employee Initiated - Disability Retirement (1)	McGarry	Rosario	Burgin Elementary	Bilingual Elementary Teacher K-6	8/31/2023	2
Employee Initiated - Resignation Agreement (1)	Moore	Frederick	Spec Ed Support Services	Special Education APE Teacher	8/25/2023	13
District Initiated- Failure to Report for Work (2)	Casias Cooper	Larissa Lashawndra	Bebensee Elementary Short Elementary	Classroom Assistant Elementary - Pre-K - Spanish Classroom Assistant Elementary Special Ed - Alt Curriculum	9/13/2023 8/23/2023	0 0
District Initiated- Qualification Issues (1)	Rojo Ruelas	Mariana	Webb Elementary	Bilingual Elementary Teacher K-6	9/15/2023	2
Total Separations (44)						

Arlington Independent School District Board of Trustees Communication

Meeting Date:	October 5, 2023	Consent Item
Subject:	Purchases Greater Than \$50,000	

Purpose:

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

Background:


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

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

- | | |
|-------------|--|
| 23-10-05-01 | Communications Marketing and Services |
| 23-10-05-02 | Baked Goods for National School Lunch Program |
| 23-10-05-03 | WAN Services e-Rate |
| 23-10-05-04 | Start Right Readers |
| 23-10-05-05 | e-Rate Consultant |
| 23-10-05-06 | Purchase and Installation of Strobes and Other Devices |
| 23-10-05-07 | e-Rate Network Equipment Upgrade |
| 23-10-05-08 | Recycling Services |
| 23-10-05-09 | Energy Management Dashboard |
| 23-10-05-10 | Professional Engineering Services |
| 23-10-05-11 | Bryant Boiler |
| 23-10-05-12 | Butler Boiler |
| 23-10-05-13 | Professional Engineering Services |
| 23-10-05-14 | Eduphoria Strive Subscription |
| 23-10-05-15 | Travel Consultant |

Recommendation:

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

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Lisa Phillips</p> <hr/> <p>Date: September 19, 2023</p>
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Arlington Independent School District
Purchases Greater than \$50,000
Date: October 5, 2023

Control No.	AISD Department	Budget Owner	Vendor Name	Goods or Services	Estimated Amount	Fund Source	Purchase Method
23-10-05-01	Communications	Anita Foster	Multiple	Communications Marketing and Services (1 of 2 extensions)	\$400,000	Local	23-17
23-10-05-02	Food Service	David Lewis	Burry Foods	Baked Goods for National School Lunch Program	\$84,000	National School Lunch Program	23-26
23-10-05-03	Technology	Eric Upchurch	Foremost	WAN Services- e-Rate	\$60,000	Local	21-27
23-10-05-04	Technology	Eric Upchurch	Superior Text	Start Right Readers	\$200,000	IMA	23-77
23-10-05-05	Technology	Eric Upchurch	VST	e-Rate Consultant	\$60,000	Local	24-06
23-10-05-06	Technology	Eric Upchurch	Digi Security Systems, LLC	Purchase and Installation of Strobes and Other Devices	\$100,000	Bond	21-33
23-10-05-07	Technology	Eric Upchurch	Netsync Network	e-Rate Network Equipment Upgrade	\$300,000	Bond	23-24
23-10-05-08	Facilities	Kelly Horn	FFC Premiere Waste	Recycling Services	\$150,000	Local	24-02
23-10-05-09	Facilities	Kelly Horn	Lucid Acquity	Energy Management Dashboard	\$60,000	Local	24-02
23-10-05-10	Facilities	Kelly Horn	RWB	Professional Engineering Services	\$1,000,000	Bond	Professional Services
23-10-05-11	Facilities	Kelly Horn	CEC	Bryant Boiler	\$96,728	Local	24-02
23-10-05-12	Facilities	Kelly Horn	CEC	Butler Boiler	\$135,121	Local	24-02
23-10-05-13	Facilities	Kelly Horn	Estes, McClure & Associates	Professional Engineering Services	\$1,000,000	Bond	Professional Services
23-10-05-14	Human Resources	Scott Kahl	Eduphoria	Eduphoria Strive Subscription	\$86,580	Local	23-77
23-10-05-15	Seguin High School	Billy Linson	World View Travel	Travel Consultant	\$85,000	Activity Funds	24-06

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

Regular Meeting

September 7, 2023
5:00 p.m.

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

Members Absent: None

Media Present: None

CALL TO ORDER: Board Chamber

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

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 5:00 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 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. Easement and Right-of-way for tract of land located in Lot 18R1A, Block 1
3. Variable Width Sidewalk Easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528
4. Superintendent Search
5. Confer with attorney on pending litigation

RECONVENE INTO OPEN SESSION: Board Room

President Fowler convened the Board into the open meeting at 6:50 p.m. with all seven trustees present.

A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at www.aisd.net.

OPENING CEREMONY:

Justin Chapa led the audience in the Pledges. Ms. Fowler called for a moment of silence.

PROGRAM AND/OR PRESENTATION:

- A. Student Performance by Lamar High School Orchestral Ensemble

Lamar high school's Head Director, Andrew Walton, led a performance of "Sunburst" composed by

Alan Lee Silva by members of the Lamar High School String Quintet. The performers included; Rukshanie Wickramatillake, JJ Izaguirre, Lupe Padilla, Logan Hazelwood and Sebastian Rodriguez.

B. Student of the Month

Arlington High School Principal Stacie Humbles recognized Gabby Webb as the student of the month for September.

C. Community Powered by Possibilities Award of Appreciation

Executive director of Family and Community Engagement Mr. Aaron Perales reported the Arlington Board of Realtors (ARBOR) with the Community Powered by Possibilities Award of Appreciation. Walt Loonam, Director of Association Management, was present to accept the award. For more than fifteen years, ARBOR has provided five (5) \$1000 college scholarships annually to local students including Arlington ISD students and, for the past five years, ARBOR has supported our students as they kick off the school year by hosting a school supply drive and delivering the supplies to school districts in their service area. In August, ARBOR hosting 300 AISD Staff members to a beginning of school year kickoff luncheon and celebration.

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENTS:

Interim Superintendent Wurtz recommended that the Board appoint the individual(s) discussed in closed session for Assistant Principal for Arlington High, Assistant Principal for Lamar High and Assistant Principal for West Elementary positions.

Motion by Sara McMurrough, second by David Wilbanks, to approve the administrative appointments as recommended in closed session.

Voting For: 7
Voting Against: 0

Dr. Wurtz introduced:

Vanessa Vasquez as the new assistant principal for Arlington High School. Ms. Vasquez was previously a restorative practices specialist at Arlington High School.

Dr. Wurtz introduced:

Dr. Nicholas Thompson-Davis as the new assistant principal for Lamar High School. Dr. Thompson-Davis was previously an assistant principal at Workman Junior High.

Dr. Wurtz introduced:

Angela Smart as the new assistant principal at West Elementary. Ms. Smart was previously a Special Education Resource Teacher at West Elementary.

DISCUSSION / ACTION:

- A. Consider TASB Policy Update 121, Policy CH (LOCAL), FDA (LOCAL), FDB (LOCAL), GKD (LOCAL)

Assistant Superintendent of Administration Dr. Michael Hill reviewed the overview of TASB Policy Update 121 and the revisions recommended to Policies CH (LOCAL), DEA (LOCAL), FDA (LOCAL), FDB (LOCAL), FFI (LOCAL), and GKD (LOCAL) provided at the August 17, 2023 meeting.

Motion by Sarah McMurrough, second by Brooklyn Richardson, to approve local policies included in TASB Update 121, and local policies CH, DEA, FDA, FDB, FFI, and GKD as presented.

Voting For: 7
Voting Against: 0

- B. Consider Student Code of Conduct

Assistant Superintendent of Administration Dr. Michael Hill reported on modifications to the 2023-2024 Student Code of Conduct. Modifications are required based on impacts from the 88th legislative session. The board governance committee reviewed these modifications.

Motion by Brooklyn Richardson, second by Leanne Haynes, to approve the updated 2023-2024 Student Code of Conduct as presented by Dr. Hill.

Voting For: 7
Voting Against: 0

- C. Consider Special Session Legislative Agenda

Assistant Superintendent of Administration Dr. Michael Hill reported the narrowing of focus of the legislative agenda in anticipation of a second called special session of the Legislature. The two areas of focus to be school finance and unfinished learning. This is not altering the original agenda.

Motion by David Wilbanks, second by Aaron Reich, to approve the recommendations to the changes to the legislative agenda to address the specific items to be address in this special legislative session.

Voting For: 7
Voting Against: 0

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- B. Approval of Purchases Greater Than \$50,000 Exempt from Bid
 - 23-09-07-01 Chamber of Commerce Membership
 - 23-09-07-02 Uniforms
 - 23-09-07-03 Universal Screener
 - 23-09-07-04 HVAC Parts and Services
 - 23-09-07-05 All Apple™ Supplies, Equipment, Maintenance and Service
 - 23-09-07-06 Staffing and/or Temporary Labor Services (1 of 2 Renewals)
- C. Approval of Minutes of Previous Meetings, August 2023
- D. Approval of House Bill 3 Good Cause Exception Resolution
- E. Approval of Public Information Act (PIA) Calendar Days Resolution
- F. Approval of Staff Development Waiver for the 2023-2024 School Year
- G. Consider an Easement and Right-of-way for a 2,861 square foot (0.066 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk’s Instrument No. D222293017, of the Deed Records of Tarrant County, Texas
- H. Consider a Variable Width Sidewalk Easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas
- I. Consider the Interlocal Agreement between Arlington ISD and Dispute Resolution Program of Tarrant County

Motion by Aaron Reich, second by Justin Chapa, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

DISCUSSION:

- A. 2022-2023 Preliminary STAAR Results and House Bill 3 Goal Update

Assistant Superintendent of Research and Accountability Dr. Natalie Lopez reported the district’s STAAR results in grades 3-8. A redesigned STAAR test launched last year, and the scores released later than normal, with the scores for grades 3-8 just coming out last month.

District STAAR Performance

Content Area	% Approaches or Above	vs 2022	% Meets or Above	vs 2022	% Masters	vs 2022
Reading	69	0	43	-3	13	-7
Math	67	+2	35	+1	13	-2
Science	69	+2	38	0	13	-2
Social Studies	72	+2	45	+1	23	-3

NOTE: Percentages reflect performance of students predicted to be included in accountability calculations and contains all tested subjects (3-8 STAAR & STAAR EOC).

Interim Chief Academic Officer Dr. Christi Buell presented the district’s accelerate learning in reaching including:

- Updated Comprehensive Literacy Plan (CLP) to include district resources for teachers
- Alignment of CLP with the research on Science of Teaching Reading
- Integration of unit pacing calendars, learning progressions, and lesson planning process linked to district provided resources
- Development of exemplar lessons integrated into the curriculum companion documents such as sheltered instruction and plug and play activities
- Scheduled 30 minutes daily phonics/word study instruction using HMH
 - K-2 HMH Structured Literacy Slides
 - 3- Show & Teach Foundational Skills
 - 4-5 Lesson Slides, Reading & Vocabulary
- Expanding availability of decodable readers to all K-3 teachers

David Wilbanks requested a longitudinal review the districts data in reading versus our peers, and versus the states data.

OPEN FORUM FOR NON-AGENDA ITEMS:

Bryan Perry spoke about transparency and parent access to lesson plans.

SUPERINTENDENT’S REPORT:

Interim Superintendent Dr. Wurtz recognized Texas Rangers All-Star shortstop Corey Seager. Mr. Seager helped students in our Families in Transition program get ready for the school year. Fifty students were given a shopping spree at Academy to stock up on gear for the school year. Seager was there, along with several of his teammates to lend a hand and help student and their families shop.

We opened the new Berry Elementary School with a dedication event that included Sir Earl Toon from Kool and the Gang to help celebrate. There was plenty of singing and dancing, including some moves by some of our members of the Board of Trustees. Berry principal Rose Ravin and her staff did a great job at the packed event that also included tours of the school and ice cream for everyone.

Congrats to seven of our students for participating in Education in Action’s Lone Star Leadership Academy camps this summer. Three students from Boles Junior High, two from Gunn Junior High and Fine Arts and Dual Language Academy and a student from Bryant Elementary and Morton Elementary spent a week learning about school by visiting historic Texas sites like NASA and the Sixth Floor Museum. Students were nominated to participate based on their leadership ability, academic success,

and community involvement.

SCHOOL BOARD'S REPORT:

Brooklyn Richardson reported she along with Trustees Chapa and Haynes read to 3rd grade students at Mary Moore Elementary School as part of the Read Across America.

Secretary McMurrough reported Trustee Wilbanks requested statewide longitudinal data to be emailed to trustees.

ADJOURNMENT:

President Fowler adjourned the meeting at 8:56 p.m. The Board did not return to closed session.

**END OF RECORDED MINUTES
September 7, 2023**

Secretary

President

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

Regular Meeting

September 21, 2023
5:00 p.m.

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

Members Absent: None

Media Present: Fort Worth Report

CALL TO ORDER: Board Chamber

President Fowler called the meeting to order in the Board Room at 5:23 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas. Dr. Christi Buell, Interim Chief Academic Officer, and Dr. Jarchow, Executive Director of High Schools, introduced the 2023-2024 Student Leadership Advisory Board (SLAB) to the Board of Trustees and announced the pairings of Trustee partners for each student of the Student Leadership Advisory Board.

CLOSED MEETING: Board Conference Room

President Fowler adjourned to closed meeting at 6:02 p.m. pursuant to Sections 551.071 through 551.084 and 551.089 of the Texas Government Code in accordance with the Texas Open Meetings Act for the topics set forth on the agenda.

1. Superintendent Search

RECONVENE INTO OPEN SESSION: Board Room

President Fowler convened the Board into the open meeting at 7:19 p.m. with all seven trustees present.

A quorum of the Board was physically present at the Administration Building. Members of the public could access the meeting via AISD website at www.aisd.net.

OPENING CEREMONY:

Sarah McMurrrough led the audience in the pledges. Ms. Fowler called for a moment of silence and asked for a remembrance of Arlington police officer Darrin McMichael, who died today in a crash on interstate 20.

PROGRAM AND/OR PRESENTATION:

- A. Student Leadership Advisory Board Introduction

Dr. Jarchow, Executive Director of High Schools, reported that the Student Leadership Advisory Board (SLAB) is made up of the junior class president from each of the six traditional high schools, as well as from Arlington Collegiate High and Arlington College and Career High. The purpose of the SLAB is to represent AISD student opinion and provide student voice to the Board of Trustees and the AISD community. While they do not have official voting rights, the students participate in committees such as the Citizens Bond Oversight Committee. The co-presidents for 2023-2024 school year are senior

Emilano Gutierrez Berlanga from Lamar High School and Abel Hernandez from Arlington Collegiate High School, who work with Board President Fowler.

School	Slab Leader	Board Member
Arlington Collegiate HS	Andrea Celis	David Wilbanks
Arlington College/Career HS	Miriam Silva	Leanne Haynes
Arlington HS	Michelle Carrillo	Sarah McMurrough
Bowie HS	Demaris Rico	David Wilbanks
Lamar HS	Kara Peterson	Justin Chapa
Martin HS	Emma Grace Herrstorm	Brooklyn Richardson
Sam Houston HS	Tolani (Tabitha) Akintimi	Justin Chapa
Seguin HS	Audrey Sia	Sara McMurrough

PUBLIC HEARING:

A. “Schools FIRST” – State Financial Accountability Rating

President Fowler opened the Public Hearing regarding “Schools FIRST” – State Financial Accountability Rating at 7:12 p.m.

Dr. Wurtz reported that the Texas Education Agency had released its 2023 financial accountability ratings for all Texas school districts. State law requires each district to hold a public hearing to discuss its rating and to invite public comment on the rating. He introduced Carla Martin, Assistant Superintendent of Financial Services, to present a report on the financial accountability rating.

Ms. Martin presented a report on AISD’s financial accountability rating. The School Financial Integrity Rating System of Texas (FIRST) rating for the Arlington Independent School District for 2022-2023 is 98 (A = Superior Achievement).

There were no speakers from the audience, and Ms. Fowler closed the Public Hearing at 7:39 p.m.

OPEN FORUM FOR AGENDA ITEMS:

Richard Weber spoke on Action Item A – Consider bond defeasance and/or redemption resolution.

ACTION:

A. Consider Bond Defeasance and/or Redemption Resolution

Chief Financial Officer, Darla Moss introduced Mr. Erik Macha from Hilltop Securities. Mr. Macha recommended the board pass a resolution delegating staff to make a determination on which eligible bonds to redeem and how much to use toward defeasance.

Motion by David Wilbanks second by Sarah McMurrough to approve the resolution directing the defeasance and/or redemption of certain Arlington Independent School District’s outstanding unlimited tax bonds on one or more occasions; appointing an authorized officer and delegating to the authorized

officer the authority to make all determinations required to effectuate such defeasance and/or redemption; and enacting other provisions relating to the subject.

Voting For: 7
Voting Against: 0

B. Consider 2023 Tax Rate Adoption

Assistant Superintendent of Financial Services Carla Martin presented the proposed 2023 tax rate. The certified estimate of taxable values received was \$38,358,778,757. Based on the 2023 property values certified by Tarrant Appraisal District as of July 01, 2032 and the Maximum Compressed Rate (MCR) determined by the Texas Education Agency, administration proposed a tax rate of \$1.1156 for maintenance and operations and \$0.2907 for interest and sinking. The proposed overall tax rate is \$1.1156. This is \$0.1931 less than the 2022-2023 adopted tax rate.

Motion by Leanne Haynes, second by David Wilbanks, for the adoption of a property tax rate of \$1.1156.

Voting For: 7
Voting Against: 0

DISCUSSION / ACTION:

A. Consider A-F Accountability Resolution

Interim Chief Academic Officer, Dr. Christi Buell provided a review of the changes in the structure of the STAAR and the changes to the methodology of the calculation of the accountability rating.

Trustee Sarah McMurrrough read the resolution of the Board of Trustees of the Arlington Independent School District regarding the A-F Accountability System.

Sarah McMurrrough, moved and Brooklyn Richardson, seconded to approve this resolution.

Voting For: 7
Voting Against: 0

B. Consider 2023-2024 HB3/District Improvement Plan Goals and Performance Objectives and Reporting Timeline

Assistant Superintendent of Research and Accountability, Dr. Natalie Lopez, presented a review of the House Bill 3 District Improvement Plan reading and math goals, performance objectives and the reporting timeline.

Sarah McMurrrough requested in the future the data, performance objectives and goal are reviewed and developed in a board workshop, allowing for a deeper dive by the trustees prior to approval.

Motion by Brooklyn Richardson, second by Leanne Haynes, to adopt the House Bill 3/District Improvement Plan goals, performance objectives, and reporting timeline as presented.

Voting For: 7
Voting Against: 0

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA: None

CONSENT ITEMS:

- A. Approval of Bids, Purchases, Construction Items
 - 24-02b Outside Contracted Services
 - 24-06b Academic Educational Consultants and Professional Development Services
 - 24-07 Quarterly Dual-Purpose Copy Paper
 - 24-08 Science Supplies for Inventory & Catalog
 - 24-09 Demolition of Roark Elementary School

- B. Approval of Budget Amendment – August 2023

- C. Approval of Purchases Greater than \$50,000 Exempt from Bid
 - 23-09-21-01 Private Day School
 - 23-09-21-02 Renewal of ULS/N2Y/SymbolStix Site License for SPED Curriculum
 - 23-09-21-03 Licensed School Psychologist
 - 23-09-21-04 Licensed School Psychologist
 - 23-09-21-05 Licensed School Psychologist
 - 23-09-21-06 Licensed School Psychologist
 - 23-09-21-07 SPED Counseling Services
 - 23-09-21-08 Board Certified Behavior Analyst
 - 23-09-21-09 Writeable Subscription
 - 23-09-21-10 Concrete Patching, Paving, Curbs and Related Services
 - 23-09-21-11 HVAC Equipment, Installation, Service and Related Services
 - 23-09-21-12 Temporary Chiller Rentals
 - 23-09-21-13 HVAC Supplies
 - 23-09-21-14 HVAC Supplies
 - 23-09-21-15 HVAC Supplies
 - 23-09-21-16 HVAC Supplies
 - 23-09-21-17 HVAC Supplies
 - 23-09-21-18 Facilities Software
 - 23-09-21-19 Globe Life Field for 2024 Graduations

- D. Approval of Monthly Financial Report for Period Ending July 31, 2023

- E. Approval of Monthly Investment Report for Period Ending July 31, 2023

- F. Approval of Salvage Items

- G. Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers

Motion by Justin Chapa, second by Sarah McMurrough, to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

OPEN FORUM FOR NON-AGENDA ITEMS:

Richard Weber spoke on Open Forum for Non-Agenda Items: Communication and Transparency.

SUPERINTENDENT'S REPORT:

Interim Superintendent Dr. Wurtz recognized the unique opportunity of students in the P-TECH program at Bowie High School to work with the NASA HUNCH program. The program is designed for high school students to put together projects that could possibly be used in NASA missions to the moon and Mars. He spotlighted Wimbish World Language Academy kicked off Hispanic Heritage Month with a mariachi performance and AISD's Rhodes Scholar Isaac James return to Arlington High School to talk to students about his experiences and what it took to become one of just 32 students selected nationally for the prestigious program.

In addition, Dr. Wurtz thanked everyone involved in Saturday's Operation Graduation initiative, the entire staff and student population at Little Elementary for hosting the senior staff on Tuesday morning, and principal Stacey Maddoux and art teacher Karen Piveral at Ashworth for the Pinwheels for Peace event. The plants students' pinwheels in front of the school for World Peace Day and there were outstanding performances by the Ashworth choir, the drill and cheer teams from Seguin High School as well as the Seguin drum line.

Dr. Wurtz also presented to members of the faith community at the first stakeholder luncheon of the year and acknowledged their important role in our community and in the success of our students. He thanked Aaron Perales and his team for hosting the event and everyone at the CVPA for making the event such a success.

SCHOOL BOARD'S REPORT:

President Melody Fowler reported attending Texas Rangers Law Enforcement day at the Dan Dipert Career and Technology Center. field trip students bused to the CTC to see the equipment and speak to officers to learn more about each of the organizations

Brooklyn Richardson recognized today as North Texas Giving day. She highlighted the Arlington Education Foundations had raised \$5,000 and New Day Backpack Ministry raised over \$38,000 to fund their project. Recognized transportation employees Angelita Cristopher, Lynnelle Williams, and Lillian Gonzales for going above and beyond to get a special needs Lamar student on and off the bus in order to get to school.

Secretary McMurrough reported Trustee Wilbanks requested comparison of mClass and MAP data to the state and national data.

President Fowler adjourned to closed meeting at 9:26 p.m. pursuant to Sections 555.074 of the Texas Government Code in accordance with the Texas Open Meetings Act.

The Board returned to open meeting and President Fowler adjourned the meeting at 10:10 p.m.

END OF RECORDED MINUTES
September 21, 2023

Secretary

President

Arlington Independent School District Board of Trustees Communication

Meeting Date:	October 5, 2023	Consent Item
Subject:	Annual Internal Audit Plan	

Purpose:

To provide the Board of Trustees the opportunity to approve the annual internal audit plan for fiscal year 2024.

Background:


Board policy CFC states that *“Annually, the chief internal auditor shall submit to the audit advisory committee and senior management a summary of the audit work schedule, staffing plan, and budget for the fiscal year. The audit work schedule shall be developed based on a prioritization of the audit universe using a risk-based methodology.”*

Additionally, Board policy BDB states that *“The audit advisory committee's responsibilities related to internal audits shall include: Reviewing and recommending to the Board approval of... the annual internal audit plan...”*.

In accordance with these policies, the attached “Audit Plan – Fiscal Year 2024” was developed in consultation with the audit advisory committee and is presented based on risk assessment, materiality, existing controls, state, federal and other audit requirements, audit staff capabilities, results of prior audits, and knowledge of the AISD and its personnel. Additionally, consideration was given to specific risks identified by management.

Recommendation:

The audit advisory committee recommends approval of the attached internal audit plan for fiscal year 2024.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Tim Edwards</p> <p>Date: September 26, 2023</p>
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Audit Plan - Fiscal Year 2024

	Hours	Percent of Total Hours
Risk based audits:		
-Stipends review (carryover)	60	0.9%
-Attendance initiatives (carryover)	160	2.5%
-Nichols Junior High attendance review (carryover)	80	1.2%
-School budgeted/activity funds reviews	550	8.5%
-Teaching and Learning financial review	400	6.2%
-Curriculum and Instruction financial review	400	6.2%
-Early Childhood Learning financial review	400	6.2%
-Vendor service contract compliance/operational review	350	5.4%
- Finance (Treasury Department) compliance/operational review	325	5.0%
Corrective action plan follow-up reviews:		
-Prior year internal audits	450	7.0%
-Human Resources (BDO)	275	4.3%
-Special Education (PCG)	175	2.7%
Special projects:		
-ERP implementation review/monitoring	875	13.6%
-IA process improvement (TeamMate+ implementation)	225	3.5%
-Inventory test counts	175	2.7%
-Annual risk assessment/audit plan	80	1.2%
Fraud, Waste and Abuse Reporting System administration/investigations	350	5.4%
Outsourced audit administration/review:		
-Technology risk assessment	450	7.0%
- Construction financial reviews (on-going)	200	3.1%
Contingency for special requests/projects	473	7.3%
Total hours allocated to audit plan	6453	100.0%

Audit Plan Detail – Fiscal Year 2024

Risk based audits – preliminary objectives

- Stipends review (carryover): determine the process integrity and recordkeeping related to awarding and paying of stipends to district employees.
- Attendance initiatives (carryover): review and evaluate district attendance processes/procedures/reporting and initiatives related to increasing average daily attendance.
- Nichols Junior High attendance review (carryover): coordinate with HR and Technology to determine the impact of changes to attendance records at the school.
- School budgeted/activity fund reviews: evaluate procedures and controls related to school budgeted and activity funds, and perform audit testing of expenditures.
- Teaching and Learning financial review: obtain reasonable assurance that an appropriate level of fiduciary responsibility is maintained over financial transactions of the department.
- Curriculum and Instruction financial review: obtain reasonable assurance that an appropriate level of fiduciary responsibility is maintained over financial transactions of the department.
- Early Childhood Learning financial review: obtain reasonable assurance that an appropriate level of fiduciary responsibility is maintained over financial transactions of the department.
- Vendor service contract compliance/operational review: review compliance with contractual obligations and receipt of appropriately specified deliverables from various vendors utilized by the district.
- Finance (Treasury Department) compliance/operational review: determine that the treasury function of the district is operating in accordance with applicable laws, policies, regulations, etc. and that controls over the function are working as intended in an effective and efficient manner.

Corrective action plan follow-up reviews

- Review progress on agreed-upon action plans from previously accepted audit recommendations (Human Resources Operational Review, Special Education Audit, internal audits).

Special projects

- ERP implementation review: assist and independently report on developments related to implementation of a new ERP system; monitor efficient and effective progress by implementation specialist(s) employed by the district.
- IA process improvement (Teammate+ implementation): continue implementation of audit software and progress toward departmental quality assurance goals based on the *Internal Audit Department Procedures Manual*.
- Inventory test counts: in support of the external financial auditors, perform inventory test counts and verification of valuation over the Central, Transportation, and Food Service warehouse operations.
- Annual risk assessment/audit plan: perform district risk assessment and develop the annual audit plan for approval by the Board.
-

Fraud, Waste and Abuse Reporting System administration/investigations

- Monitor and allocate appropriate resources and assign responsibility for investigation of all FWA reports.

Outsourced audit administration/review

- Technology risk assessment: engage, monitor, and evaluate results provided by external expertise regarding the review and assessment of controls related to the full range of district technology.
- Construction financial reviews: provide on-going support between district activities and external auditors related to financial reviews of construction projects.

Contingency for special requests/projects

- Hours allocated for unforeseen audits, reviews, and special projects.

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

Meeting Date: October 5, 2023

Consent Item


Subject: Consider a Resolution and an Easement and Right-of-way for a 2,861 square foot (0.066 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas

Purpose: To provide the Board of Trustees the opportunity to consider a resolution and granting an easement and right-of-way for a 2,861 square foot (0.066 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas.

Background: The District is constructing an addition to Arlington High School and Oncor Electric Delivery Company, LLC, requires an easement and right-of-way for underground electric supply lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, switchgears, auto-transformers, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon the subject property.

The easement gives Oncor access to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of the facilities required to provide electric service to Arlington High School and the right to relocate said facilities in the same relative direction of said facilities or same relative position to any adjacent road if and as such road is widened in the future. It also extends Oncor the right to lease wire space along the facilities and the right to restrict excavation or construction within the easement if Oncor determines that such work may endanger or interfere with their infrastructure. The easement will encompass 2,861 square feet (or 0.066 acres).

Recommendation: Administration recommends approving a resolution and granting an easement and right-of-way to Oncor Electrical Delivery Company, LLC, for a 2,861 square foot (0.066 acres) tract of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, of the Deed Records of Tarrant County, Texas.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: September 27, 2023

**Arlington Independent School District Board of Trustees
Nonexclusive Electricity Easement**

WHEREAS, the District owns the Property at Lot 18R1A, Block 1 John Stephens Addition; and

WHEREAS, the City of Arlington requires certain utilities such as power; and

WHEREAS, Oncor Electric Delivery Company, LLC, is the company responsible for providing electricity supply lines within the City; and

WHEREAS, a utility easement is necessary for the purpose of establishing and maintaining electricity to the Property; and

WHEREAS, the Board intends to grant a nonexclusive electricity easement to Oncor Electric Delivery Company, LLC, for the construction of drainage facilities located on 2,861 square feet of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas; and

WHEREAS, Oncor Electric Delivery Company, LLC, wishes to construct electric supply lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, switchgears, auto-transformers, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon the subject property across the property of Lot 18R1A, Block 1, John Stephens Addition, and Local Government Code 272.001(ℓ) states that the District may donate this property for a public use that serves the school district if the land benefits the public interest of the donating political subdivision; the donation is made under terms that effect and maintain the public purpose for which the donation or sale is made; and the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose; **be it therefore**

RESOLVED by the Board of Trustees of the Arlington Independent School District that the Superintendent is authorized to negotiate and execute all necessary legal documents to grant a non-exclusive electricity easement to Oncor Electric Delivery Company, LLC, in accordance with the provisions set out herein; and be it further

RESOLVED that the duration of the easement may be perpetual but, AISD reserves a reverter if the property is not used for the aforementioned public purpose; and be it further

RESOLVED that the easement is limited to the operation and maintenance of electricity and regular use thereof.

APPROVED BY THE ARLINGTON ISD BOARD OF TRUSTEES ON OCTOBER 5, 2023, BY A VOTE OF _____ TO ____

ATTEST:

Secretary

EASEMENT AND RIGHT OF WAY

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

That **ARLINGTON INDEPENDENT SCHOOL DISTRICT**, a **local governmental entity**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a **Delaware limited liability company**, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of poles, wires and cables, supporting structures, surface mounted equipment, transformers, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor’s land described as follows:

SEE EXHIBIT “A” ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor’s adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; , and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2023.

GRANTOR: ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local government entity.

By: _____
Melody Fowler, School Board President

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally Melody Fowler as School Board President of ARLINGTON INDEPENDENT SCHOOL DISTRICT, a local governmental entity and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2023.

Notary Public in and for the State of Texas

EXHIBIT A

**ONCOR ELECTRIC DELIVERY COMPANY LLC,
EASEMENT and RIGHT-OF-WAY
located in Lot 18R1A, Block 1, John Stephens Addition,
City of Arlington, Tarrant County, Texas**

Being 0.066 acres of land located in Lot 18R1A, Block 1, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D222293017, Deed Records, Tarrant County, Texas. Said 0.066 acres of land being more particularly described as follows:

COMMENCING at a point at the southeast corner of said Lot 18R1A, being in the north line of Lot 4R, John Stephens Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in County Clerk's Instrument No. D213012220, Deed Records, Tarrant County, Texas, from which a 1/2" iron rod stamped "Premier Surveying" found at the northeast corner of said Lot 4R bears N88°58'42"E 5.17 feet;

THENCE along the east line of said Lot 18R1A as follows:

1. N00°33'21"W, at a distance of 349.97 feet passing a 1/2" iron rod found, continuing in all a distance of 351.69 feet to a point;
2. N01°41'14"W, a distance of 4.79 feet to the POINT OF BEGINNING;

THENCE S88°18'46"W, a distance of 93.07 feet to a point;

THENCE South, a distance of 3.15 feet to a point;

THENCE West, a distance of 30.00 feet to a point;

THENCE North, a distance of 27.37 feet to a point;

THENCE East, a distance of 30.00 feet to a point;

THENCE South, a distance of 2.21 feet to a point;

THENCE N88°18'46"E, a distance of 92.42 feet to a point in said east line;

THENCE S01°41'14"E, along said east line, a distance of 22.00 feet to the POINT OF BEGINNING, containing 0.066 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

SEE 8-1/2"X11" PLATS ATTACHED

Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066



IRF - Iron Rod Found

Basis of Bearing - NAD 83 (2011)(Epoch:2010.0000)Geoid 12A,
Texas North Central Zone. Grid bearings and Surface distances.

West Park Row

HERBERT S. BEASLEY

REGISTERED PROFESSIONAL SURVEYORS

LAND SURVEYORS L.P.

- LAND • TOPOGRAPHIC
 - CONSTRUCTION SURVEYING
- FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com

P. O. BOX 8873
FORT WORTH, TEXAS 76124

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°58'42"E	5.17
L2	N00°33'21"W	351.69
L3	N01°41'14"W	4.79
L4	S88°18'46"W	93.07
L5	SOUTH	3.15
L6	WEST	30.00
L7	NORTH	27.37
L8	EAST	30.00
L9	SOUTH	2.21
L10	N88°18'46"E	92.42
L11	S01°41'14"E	22.00



KENNETH R. ROGERS
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 6066

PREPARED JULY 7, 2023

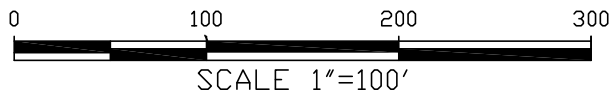


Exhibit A

**ONCOR ELECTRIC DELIVERY COMPANY, LLC
EASEMENT and RIGHT-OF-WAY**

Located in
Lot 18R1A, Block 1
John Stephens Addition
City of Arlington
Tarrant County, Texas

POINT OF
COMMENCING

Lot 4R
John Stevens Addition
Inst. No. D213012220
D.R.T.C.T.

Sheet 2 of 2

• Y fnd

1/2"cirf
5/8"cirf

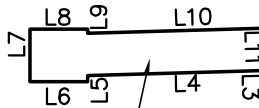
South Cooper Street
State Highway 157

Lot 1-R
Hurn Heights
Cab. A, Sld. 1339
P.R.T.C.T.

Lot A
Hurn Heights
V. 388-55, P. 53
P.R.T.C.T.



1/2"irf
"BLS 10194160"



2,861 sq. ft.
0.066 acres

POINT OF
BEGINNING

Lot 18R1A, Block 1
John Stephens Addition
Inst. No. D222293017
D.R.T.C.T.

Lot 2-R
Lambert Addition
V. 388-4, P. 590
P.R.T.C.T.

Lot 1-R
Lambert Addition
V. 388-4, P. 590
P.R.T.C.T.

Woodcrest Lane

Lot A
TVT Investment, LLC
V. 388-29, P. 386
P.R.T.C.T.

L1

Point 1/2"irf
"Premier Surveying"

Stephens 1-18R1A Oncor.dwg

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 5, 2023


Consent Item

Subject: Consider a Resolution and a Variable Width Sidewalk Easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas

Purpose: To provide the Board of Trustees the opportunity to consider a resolution and granting a variable width sidewalk easement to the City of Arlington for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas.

Background: During the final stage of construction of the new Berry Elementary School replacement school project, the City of Arlington identified a need to create a variable width sidewalk easement and a sidewalk easement along Joyce Street. The easements give the City of Arlington access to construct, maintain and utilize a public pedestrian way, including pavement, landscaping, sidewalks, drainage improvements, public utilities and other appurtenances (collectively, "Improvements"). This includes the right to make the improvements on such grade and according to such plans and specifications as will, in the City's opinion, best serve the public purpose. The combined easements will encompass a total of 919 square feet (approximately .021 acres).

Recommendation: The administration recommends approval of a resolution and granting, to the City of Arlington, a variable width sidewalk easement for a 903 square foot (.021 acres) tract of land and a Sidewalk Easement for a 16 square foot tract of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas, recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn Date: September 27, 2023

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

SIDEWALK EASEMENT DEDICATION

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

THAT ARLINGTON INDEPENDENT SCHOOL DISTRICT, an independent school district, a local unit of government, duly organized and operating under the laws of the State of Texas, acting by and through Dr. Steven Wurts, its Interim Superintendent of Schools, of the County of Tarrant, State of Texas, hereinafter called Grantor, does hereby convey, dedicate, set apart and reserve to the City of Arlington, a municipal corporation of Tarrant County, Texas, (hereafter, "City"), a permanent sidewalk easement (hereafter, "Easement") upon, across, over and under that certain tract or parcel of land in Tarrant County, Texas, described as follows:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE FOR ALL INTENTS AND PURPOSES

1. The Easement is for the public purpose of constructing, maintaining and using a public pedestrian way, including pavement, landscaping, sidewalks, drainage improvements, public utilities, and other appurtenances, (collectively, "Improvements"), and including the right to make the improvements on such grade and according to such plans and specifications as will, in the City's opinion, best serve the public purpose.
2. The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to Grantor as the owner of certain adjacent property by reason of the Improvements, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. The City shall have the right to remove and keep removed from the Easement any and all obstructions or encroachments which may endanger or interfere with the City's use and enjoyment of the Easement; together with the right and privilege at any and all times to enter said Easement tract or parcel of land, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement.
4. The said Easement and the terms hereof shall be a covenant running with the land and be binding upon Grantor and its successors and assigns.

TO HAVE AND TO HOLD said Easement unto the City of Arlington, its successors and assigns forever.

(continued on next page)

WITNESS my hand this _____ day of _____, 2023.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: Melody Fowler
Title: AISD Board President

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Steven Wurtz, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of Arlington Independent School District, and as the Interim Superintendent of Schools thereof, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for
the State of Texas

My commission expires on _____

EXHIBIT A

**VARIABLE WIDTH SIDEWALK EASEMENT
PORTION OF LOT 4, L. FINGER ADDITION,
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS.**

Being 0.021 acres (903 square feet) of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas. Said 0.021 acres (903 square feet) of land being more particularly described as follows:

BEGINNING at a point lying in the north line of said Lot 4, said point lying in the south line of Joyce Street, from which a 1/2" iron rod found at the northeast corner of said Lot 4 bears N89°50'02"W 321.53 feet, said point being the beginning of a curve to the left, of which the radius point lies S23°00'19"E, a radial distance of 62.21 feet;

THENCE southwesterly along the arc, through a central angle of 12°42'13", having a chord bearing of S60°38'34"W 13.76 feet, an arc distance of 13.79 feet to a point;

THENCE S50°57'45"W, a distance of 35.22 feet to a point;

THENCE S86°55'20"W, a distance of 78.64 feet to a point;

THENCE N50°42'54"W, a distance of 48.32 feet to a point in said south line;

THENCE easterly along said south line, 7.29 feet along a non tangent curve to the right, having a radius of 1,023.37 feet, a central angle of 00°24'29" and a chord bearing N85°58'33"E, 7.29 feet to a point;

THENCE S50°42'54"E, a distance of 39.59 feet to a point;

THENCE N86°55'20"E, a distance of 77.55 feet to a point;

THENCE N50°57'51"E, a distance of 32.04 feet to a point;

THENCE northeasterly, 5.02 feet, along a curve to the right, having a radius of 28.68 feet, a central angle of 10°01'59" and a chord bearing N55°58'51"E 5.02 feet to a point in said south line;

THENCE S89°50'02"E, a distance of 10.88 feet to the point of beginning, containing 0.021 acres or (903 square feet) of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

SEE 8-1/2"X11" PLAT ATTACHED
SHEET 1 OF 2

Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066



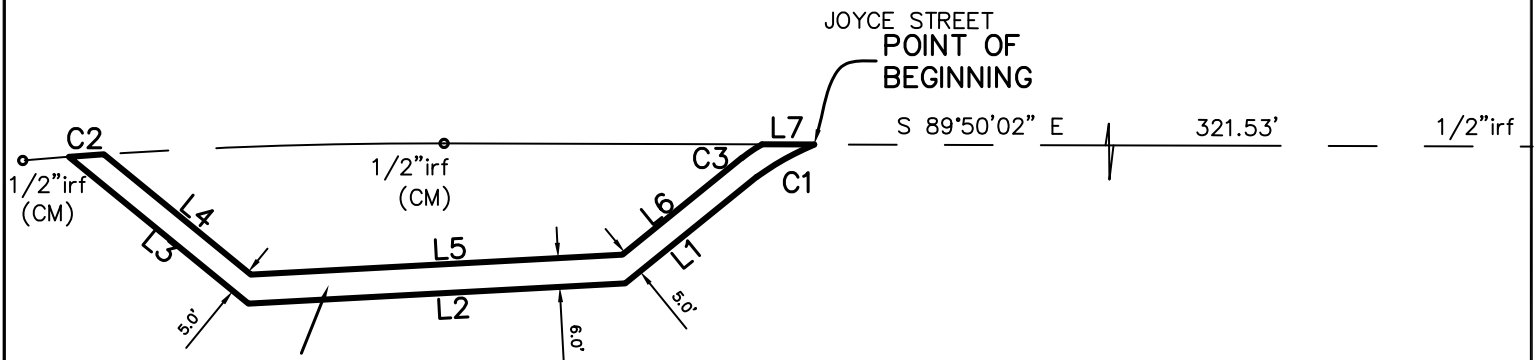
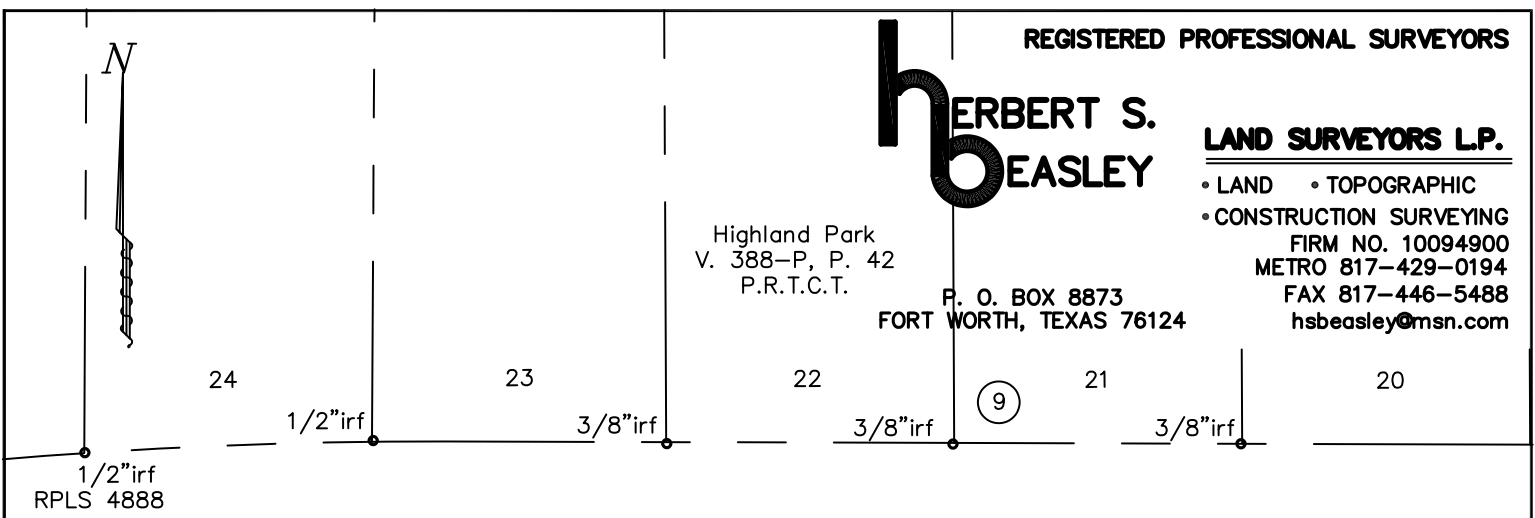


Highland Park
V. 388-P, P. 42
P.R.T.C.T.

P. O. BOX 8873
FORT WORTH, TEXAS 76124

LAND SURVEYORS L.P.

- LAND • TOPOGRAPHIC
 - CONSTRUCTION SURVEYING
- FIRM NO. 10094900
METRO 817-429-0194
FAX 817-446-5488
hsbeasley@msn.com



Variable Width
Sidewalk Easement
903 sq. ft.
0.021 acres

Berry Elementary School

Lot 4, Block 9,
L. Finger Addition,
Cab. A, Sld. 1076,
P.R.T.C.T.

SIDEWALK EASEMENT LINE TABLE			
LINE	BEARING	LENGTH	
L1	S50°57'45"W	35.22	
L2	S86°55'20"W	78.64	
L3	N50°42'54"W	48.32	
L4	S50°42'54"E	39.59	
L5	N86°55'20"E	77.55	
L6	N50°57'51"E	32.04	
L7	S89°50'02"E	10.88	



KENNETH R. ROGERS
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 6066
Prepared 13 July 2023

SIDEWALK EASEMENT CURVE TABLE					
Curve	Delta	Radius	Length	Chord-Dir	Chord
C1	12°42'13"	62.21	13.79	S60°38'34"W	13.76
C2	0°24'29"	1023.37	7.29	N85°58'33"E	7.29
C3	10°01'59"	28.68	5.02	N55°58'51"E	5.02

SHEET 2 OF 2

EXHIBIT A

VARIABLE WIDTH SIDEWALK EASEMENT
located in Lot 4, Block 9, L. Finger Addition,
City of Arlington, Tarrant County, Texas.

Grid Scale Factor = 0.999888450672 NAD 83,
North Central Texas Zone.



SCALE 1"=40'

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

SIDEWALK EASEMENT DEDICATION

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

THAT ARLINGTON INDEPENDENT SCHOOL DISTRICT, an independent school district, a local unit of government, duly organized and operating under the laws of the State of Texas, acting by and through Dr. Steven Wurts, its Interim Superintendent of Schools, of the County of Tarrant, State of Texas, hereinafter called Grantor, does hereby convey, dedicate, set apart and reserve to the City of Arlington, a municipal corporation of Tarrant County, Texas, (hereafter, "City"), a permanent sidewalk easement (hereafter, "Easement") upon, across, over and under that certain tract or parcel of land in Tarrant County, Texas, described as follows:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE FOR ALL INTENTS AND PURPOSES

1. The Easement is for the public purpose of constructing, maintaining and using a public pedestrian way, including pavement, landscaping, sidewalks, drainage improvements, public utilities, and other appurtenances, (collectively, "Improvements"), and including the right to make the improvements on such grade and according to such plans and specifications as will, in the City's opinion, best serve the public purpose.
2. The dedication, conveyance, and covenants herein are made in consideration of the benefits accruing to Grantor as the owner of certain adjacent property by reason of the Improvements, conditions, covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
3. The City shall have the right to remove and keep removed from the Easement any and all obstructions or encroachments which may endanger or interfere with the City's use and enjoyment of the Easement; together with the right and privilege at any and all times to enter said Easement tract or parcel of land, or any part thereof, for the purpose of exercising the said rights and with the right and privilege to perform all acts necessary to the use and enjoyment of said Easement.
4. The said Easement and the terms hereof shall be a covenant running with the land and be binding upon Grantor and its successors and assigns.

TO HAVE AND TO HOLD said Easement unto the City of Arlington, its successors and assigns forever.

(continued on next page)

WITNESS my hand this _____ day of _____, 2023.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: Melody Fowler
Title: AISD Board President

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

Acknowledgment

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Steven Wurtz, known to me (or proved to me on the oath of _____ or through _____ *description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of Arlington Independent School District, and as the Interim Superintendent of Schools thereof, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for
the State of Texas

My commission expires on _____

EXHIBIT A

**5.0 FOOT WIDE SIDEWALK EASEMENT
PORTION OF LOT 4, L. FINGER ADDITION,
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS.**

Being 16 square feet of land located in the L. Finger Survey, Abstract No. 528, Tarrant County, Texas, being a portion of Lot 4, Block 9, L. Finger Addition, an addition to the City of Arlington, Tarrant County, Texas recorded in Cabinet A, Slide 1076, Plat Records, Tarrant County, Texas. Said 881 square feet of land being more particularly described as follows:

Commencing at a 1/2" iron rod found in the north line of said Lot 4, said iron rod being the beginning of a curve to the right, of which the radius point lies S30°21'28"E, a radial distance of 1,023.37 feet;

THENCE northeasterly along the arc, through a central angle of 18°23'09", a distance of 328.39 feet to the of POINT OF BEGINNING, being the beginning of a curve to the right, of which the radius point lies S11°58'20"E, a radial distance of 1,023.37 feet;

THENCE easterly along the arc and said north line, through a central angle of 00°28'21", having a chord bearing N78°15'51"E 8.44 feet, an arc distance of 8.44 feet to a point;

THENCE southwesterly, 5.92 feet along a non tangent curve to the left, having a radius of 4.80 feet, a central angle of 70°38'07" and a chord bearing S41°41'04"W, 5.56 feet to a point;

THENCE N85°12'03"W, a distance of 5.00 feet to a point;

THENCE northerly, 2.06 feet along a non tangent curve to the right, having a radius of 9.80 feet, a central angle of 12°01'57" and a chord bearing N11°35'01"E, 2.06 feet to the point of beginning, containing 16 square feet of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

SEE 8-1/2"X11" PLAT ATTACHED
SHEET 1 OF 2

Kenneth R. Rogers
Registered Professional
Land Surveyor No. 6066

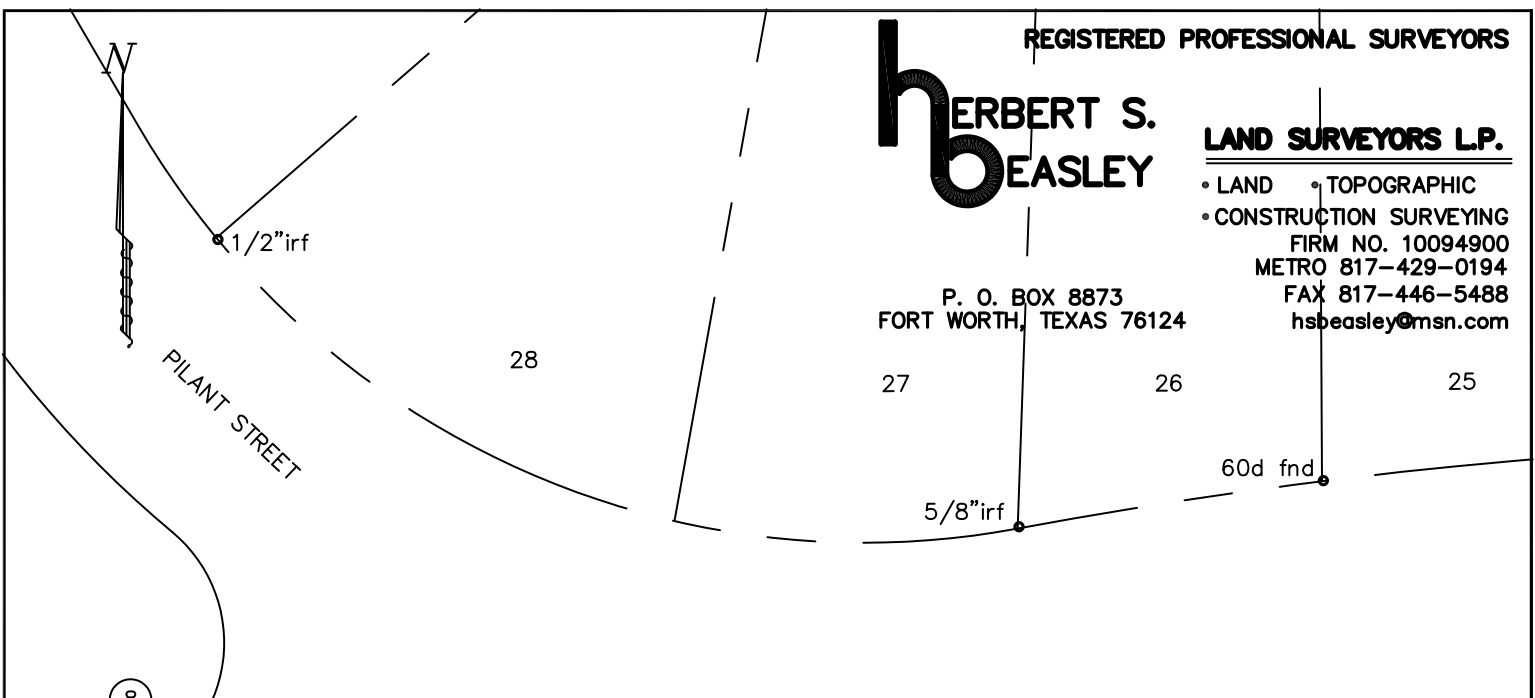




LAND SURVEYORS L.P.

- LAND
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 FAX 817-446-5488
 hsbeasley@msn.com

P. O. BOX 8873
 FORT WORTH, TEXAS 76124



JOYCE STREET POINT OF BEGINNING

C4 C5^{5.0'}
 C6 L8
 5.0' Wide
 Sidewalk Easement
 16 sq. ft.
 0.000 acres

COMMENCING POINT

1/2" irf
 (CM)

$\Delta=18^{\circ}23'09''$
 $R=1023.37$
 $L=328.39$
 $LC=N\ 68^{\circ}50'06''\ E$
 326.98

Berry Elementary School

Lot 4, Block 9,
 L. Finger Addition,
 Cab. A, Sld. 1076,
 P.R.T.C.T.

SIDEWALK EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L8	N85°12'03"W	5.00



KENNETH R. ROGERS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR No. 6066
 Prepared 13 July 2023

SIDEWALK EASEMENT CURVE TABLE					
Curve	Delta	Radius	Length	Chord-Dir	Chord
C4	0°28'21"	1023.37	8.44	N78°15'51"E	8.44
C5	70°38'07"	4.80	5.92	S41°41'04"W	5.56
C6	12°01'57"	9.80	2.06	N11°35'01"E	2.06

SHEET 2 OF 2

EXHIBIT A

5.0 FOOT WIDE SIDEWALK EASEMENT
 located in Lot 4, Block 9, L. Finger Addition,
 City of Arlington, Tarrant County, Texas.

Grid Scale Factor = 0.999888450672 NAD 83,
 North Central Texas Zone.



SCALE 1"=40'

Arlington Independent School District Board of Trustees
Sidewalk Easement

WHEREAS, the District owns the Property situated at 1800 Joyce St., Arlington, known as Berry Elementary School; and

WHEREAS, the City of Arlington requires sidewalks; and

WHEREAS, the City of Arlington is the agency responsible for providing sidewalk and public improvements within the City; and

WHEREAS, a sidewalk easement is necessary for the purpose of establishing and maintaining a sidewalk appurtenant to the Property; and

WHEREAS, the Board intends to grant a sidewalk easement to the City of Arlington for the construction of a sidewalk located on 903 square feet of land located at 1800 Joyce St., Arlington; and

WHEREAS, the City of Arlington wishes to construct a permanent sidewalk across Joyce Street on the property of 1800 Joyce St., Arlington, and Local Government Code 272.001(ℓ) states that the District may donate this property for a public use that serves the school district if the land benefits the public interest of the donating political subdivision; the donation is made under terms that effect and maintain the public purpose for which the donation or sale is made; and the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose; **be it therefore**

RESOLVED by the Board of Trustees of the Arlington Independent School District that the Superintendent is authorized to negotiate and execute all necessary legal documents to grant a sidewalk easement to the City of Arlington in accordance with the provisions set out herein; and be it further

RESOLVED that the duration of the easement may be perpetual but, AISD reserves a reverter if the property is not used for the aforementioned public purpose; and be it further

RESOLVED that the easement is limited to the operation and maintenance of drainage facilities and regular use thereof.

APPROVED BY THE ARLINGTON ISD BOARD OF TRUSTEES ON OCTOBER 5, 2023, BY A VOTE OF _____ TO _____

President

ATTEST:

Secretary

Arlington Independent School District Board of Trustees Communication


Meeting Date: October 5, 2023	Discussion Item
Subject: District Employee Survey Results	

Purpose:

To inform the Board of the 2022-2023 District Employee Survey results (i.e., overall trends, areas of recognition and areas of focus) administered in May 2023. This presentation will also explore individual factor scores by job role and work area.

Background:

In 2022, the Office of Research, Evaluation, and Analysis developed an annual district-wide surveys aimed at collecting actionable insights from staff (particularly teachers)—to address the teacher retention challenge faced by districts across the country. Between October and February, Office staff members collected feedback about teacher retention issues and campus climate from several focus groups, one-on-one interviews, and surveys. A diverse stakeholder group who contributed to the survey redevelopment thought process was comprised of senior administrators, central administration departments, principals, teachers, parents.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Christi Buell
	Date: September 26, 2023

Arlington Independent School District Board of Trustees Communication

Meeting Date: October 5, 2023

Discussion Item


Subject: Pre-Kindergarten Programming Update

Purpose:

To inform the Board of implementation and preliminary outcomes related to pre-kindergarten programming in Arlington ISD.

Background:

In the 2022-2023 school year, the Arlington ISD launched a universal Prekindergarten program for four-year-old students. This innovative program made PK services available to all four-year old children across the District, regardless of meeting state qualifying criteria. To enhance the learners' experience, Science, Technology, Mathematics and Engineering (STEM) programming was integrated into the curriculum providing students and their families with unique opportunities to engage in hands-on activities that promote the exploration of their community and world. This comprehensive early childhood program was designed to promote increased kindergarten readiness and improved student outcomes as students matriculate into elementary grades and beyond.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Christi Buell
	Date: September 27, 2023