

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, February 6, 2025
5:00 p.m.**

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

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

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

CALL TO ORDER: 5:00 p.m., Room 401

WORKSHOP:

A. District Priority- Marketing & Engagement- Comprehensive Marketing Plan

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 (To consider the deployment, or specific occasions for implementation, of security, including: personnel, devices, deployment, reports, audits, evaluation, and updates); Section 551.082 – (discussing or deliberating the discipline of a public school child or children, or a complaint or charge is brought against an employee of the school district by another employee); Section 551.0821 – (deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation); Section 551.083 (considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements).

1. Personnel, including; New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation
2. Consult Attorney Regarding Potential and Pending Litigation
3. Consider the deployment, or specific occasions for implementation, of security personnel and devices.
4. Intruder Detection Audit Finding(s)
5. Security Update

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

PUBLIC HEARING: Texas Academic Performance Report (TAPR)

PLEDGE:

OPEN FORUM FOR AGENDA ITEMS:

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

RECOGNITIONS:

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

- A. Student Performance- Young Junior High Band Ensemble
- B. Student of the Month
- C. National Board Certification Recognition

APPOINTMENTS:

- A. Consider Ratification of Assistant Superintendent of Financial Services
- B. Consider Ratification of Administrative Appointments:
Assistant Principal for Arlington College and Career High School, Assistant Principal for Swift Elementary.

COMMITTEE AND STAFF REPORTS:

- A. The Leader In Me Report
- B. Project Search Report

ACTION:

- A. Consider and Adopt an Order Authorizing the Issuance of Unlimited Tax Bonds, establishing Sale Parameters, Authorizing the Execution of a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; and Enacting other Provisions relating to the Subject.
- B. Consider Targeted Improvement Plans (TIP) for Comprehensive Support Campus
- C. Consider Order of Election for School Board

CONSENT AGENDA:

- 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
- C. Approval of Minutes of Previous Meetings, January 2025
- D. Authorize the Superintendent to Secure Additional Legal Counsel for Litigation

OPEN FORUM FOR NON-AGENDA ITEMS:

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

SUPERINTENDENT'S COMMENTS:

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

TRUSTEE COMMENTS:

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

GRIEVANCE HEARING:

- A. Level IV Grievance Hearing- Student Appeal

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, including: personnel, devices, deployment, reports, audits, evaluation, and updates.

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 3rd day of February 2025 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.



Matt Smith, Ed.D., Superintendent

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

Meeting Date: February 6, 2025

Action Item

Subject: Ratification of Administrative Personnel

Purpose:


The purpose of this action item is to ratify the appointment for the Assistant Superintendent of Financial Services.

Background:

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl Date: January 28, 2025

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

Meeting Date: February 6, 2025

Action Item

Subject: Ratification of Administrative Personnel

Purpose:

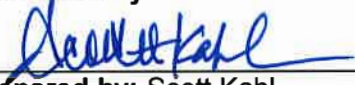
The purpose of this action item is to ratify the appointment for the Assistant Principal for Arlington College and Career High School, and Assistant Principal at Swift Elementary School.

Background:

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl Date: January 28, 2025

Arlington Independent School District Board of Trustees Communication

Meeting Date: February 6, 2025	Report Item
Subject: Leader in Me Update	

Purpose:

To provide the Board an update on Leader in Me implementation at twelve Arlington ISD campuses.

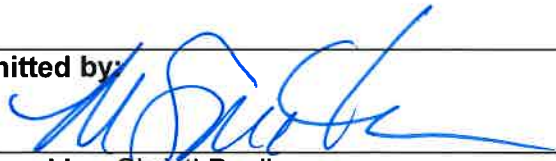
Background:

Twelve Arlington ISD schools are currently implementing the *Leader in Me*. Funding for the *Leader in Me* is provided as a part of the Effective Schools Framework (ESF) Focused Support Grant which provides resources and support to LEAs to ensure that campuses identified for improvement reach full implementation of the Foundational Essential Actions in the ESF to improve student outcomes significantly and sustainably. The following are the twelve AISD campuses that have launched the initiative in the 2024-25 school year:

- Carter JH
- Larson
- Goodman
- Sherrod
- Thornton
- Blanton
- Peach
- Sam Houston HS
- Ellis
- Speer
- Pope
- Workman

Fiscal Implications:

Implementation fully funded through the Effective Schools Framework (ESF) Focused Support Grant

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Christi Buell Date: January 28 th , 2025

Arlington Independent School District Board of Trustees Communication

Meeting Date: February 6, 2025

Report Item

Subject: Project Search

Purpose:


To share an overview of Project Search and its impact on students in Arlington ISD.

Background:

The Project Search initiative is in its first year of implementation in AISD. It serves as an extension of our current 18 PLUSS offerings and has unique features related to employability skills, as well as support for students and families.

Fiscal Implications:

The initial licensure cost was \$18,000 covered through the generosity of the Arlington Education Foundation and Quest Employment Services.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Cindy Brown Date: January 28, 2025

Arlington Independent School District Board of Trustees Communication

Meeting Date: February 6, 2025

Action Item

Subject: "Consider And Adopt An Order Authorizing The Issuance Of Unlimited Tax Bonds, Establishing Sale Parameters, Authorizing The Execution Of A Bond Purchase Agreement And An Escrow Agreement; Approving An Official Statement; And Enacting Other Provisions Relating To The Subject"

Purpose:

To consider approval of an order authorizing the issuance of Unlimited Tax School Building and Refunding Bonds, Series 2025 appointing the Board President, Superintendent, or Chief Financial Officer to act as the pricing officer for the sale of the bonds and delegating to the pricing officer the authority to approve on behalf of the District the terms of sale; establishing certain parameters for the approval of such matters by the pricing officer; approving a Paying Agent/Registrar Agreement, a Deposit Agreement, an Official Statement, a Bond Purchase Agreement; and approving all other matters pertaining thereto.

Background:

Arlington ISD voters approved a bond proposition in the amount of \$966,000,000 on November 5, 2019 (2019 Bond Package). The amount of the bond proposition was based on recommendations made by a Capital Needs Steering Committee appointed by the Board and charged with the task of recommending prioritized facility and identified capital needs through 2025. The committee recommended that bonds be sold to provide for construction and equipment of school buildings; site acquisition; fine arts equipment and uniforms; safety, security and technology improvements; and buses and white fleet vehicles. The bond issue sold in February 2020 utilized the initial \$311,104,011 of voted authorization. The bond issue sold in February 2021 utilized \$194,414,161 of voted authorization. The fourth installment of the bonds was issued in August 2023 using \$100,000,000 of the voted authorization.

The February 2025 bond sale will use the remaining \$163,538,700 of bonds authorized in the 2019 bond election. Proceeds from this sale will be used for construction, safety, security and technology improvements, fine arts equipment and uniforms; and to purchase buses and white fleet vehicles. Additionally, the issue will refund a portion of principal from Series 2015, Series 2016A and Series 2016B currently anticipated to be approximately \$217 million. Approximately \$30 million interest and sinking funds will be contributed to the refunding portion of the issue. The refunding with the contribution from the I&S fund is expected to result in excess of \$3 million per year reduction in annual debt service. The order authorizing sale of the bonds, appointing the Board President, Superintendent, or Chief Financial Officer to act as the pricing officer and delegating to the pricing officer the authority to approve on behalf of the District the terms of sale of the bonds; establishing certain parameters for the approval of such matters by the pricing officer is attached hereto. Final terms of the bonds, such as the interest rates, sales price, etc., will be determined when the bonds are priced in the market and will be reviewed and approved by the pricing officer before the sale of the bonds is affected.

Pricing on the bonds will be negotiated with the underwriters on or after February 10, 2025, in accordance with the delegation authorization, based on current market rates. A representative of Hilltop Securities will be on hand at the February 6, 2025, Board meeting to review the pricing.


Fiscal Implications:

The proposed refunding is projected to result in savings to the Interest & Sinking fund of more than \$3 million per year in annual debt service.

The issuance of new bonds will not exceed \$163,538,700.

Recommendation:

It is recommended that the Board of Trustees approve the order authorizing the issuance of Unlimited Tax School Building and Refunding Bonds, Series 2025 appointing the Board President, Superintendent, or Chief Financial Officer to act as the pricing officer for the sale of the bonds and delegating to the pricing officer the authority to approve on behalf of the District the terms of sale; establishing certain parameters for the approval of such matters by the pricing officer; approving a Paying Agent/Registrar Agreement, a Deposit Agreement, an Official Statement, a Bond Purchase Agreement; and approving all other matters pertaining thereto.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: <i>Darla Moss</i> 
	Prepared by: Darla Moss
	Date: January 24, 2025

ORDER AUTHORIZING THE ISSUANCE OF UNLIMITED TAX BONDS, ESTABLISHING SALE PARAMETERS, AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS :
COUNTY OF TARRANT :
ARLINGTON INDEPENDENT SCHOOL DISTRICT :

WHEREAS, Arlington Independent School District (the "Issuer") is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or in a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Issuer has previously issued, and there are presently outstanding, bonds of the Issuer payable from ad valorem taxes levied and to be levied, assessed and collected within the Issuer, without legal limit as to rate or amount; and

WHEREAS, the Issuer now desires to refund all or part of the bonds described in Schedule I attached hereto, collectively, the "Available Refunded Obligations", and those Available Refunded Obligations designated by the Pricing Officer in the Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Obligations"; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207") and Chapter 1371, Texas Government Code ("Chapter 1371"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Board hereby finds and determines that it is in the best interests of the Issuer to issue the bonds hereinafter authorized (the "Bonds"), in one or more series, for the purposes stated, and to delegate to the Pricing Officer (hereinafter designated) the authority to act on behalf of the Issuer in selling and delivering the Bonds and setting the dates, price, interest rates, interest payment periods and other procedures relating thereto, as hereinafter specified, with such information and terms to be included in one or more pricing certificates (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Section 1371.053, Texas Government Code, and Section 1207.007, Texas Government Code; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the Board of Trustees of said Issuer deems it necessary and advisable to authorize, issue and deliver an installment of bonds voted on November 5, 2019 (the "Bond Election") (\$966,000,000 voted; \$802,461,300 previously issued; \$163,538,700 remaining to be issued); and

WHEREAS, the Bonds hereinafter authorized are part of an authorization of bonds which were lawfully and favorably voted at the Bond Election; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to the Bond Election and Chapters 1207 and 1371, Texas Government Code, as amended, Sections 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Order has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF ARLINGTON INDEPENDENT SCHOOL DISTRICT:

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds of the Issuer are hereby authorized to be issued and delivered, in one or more series, in the maximum aggregate principal amount hereinafter set forth for the public purposes of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes, for the purpose of the construction, renovation, acquisition and equipment of school buildings in the Issuer, including the purchase of new school buses and the purchase of the necessary sites for school buildings and to pay the costs incurred in connection with the issuance of the Bonds.

(c) Each bond issued pursuant to this Order shall be designated: "ARLINGTON INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX [SCHOOL BUILDING][AND][REFUNDING] BOND, SERIES 20__," and initially there shall be issued, sold, and delivered hereunder fully registered Bonds, without interest coupons, payable to the respective registered owners thereof (with the initial bonds being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts or amounts due at maturity, as applicable, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Bonds" means and includes collectively any Capital Appreciation Bonds and Current Interest Bonds initially issued and delivered pursuant to this Order and all substitute Capital Appreciation Bonds and Current Interest Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Capital Appreciation Bonds" shall mean any Bonds, on which no interest is paid prior to maturity, maturing in the years and in the maturity amounts set forth in the Pricing Certificate.

“Compounded Amount” shall mean, with respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, and plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 3(d) hereof.

“Current Interest Bonds” shall mean any Bonds, on which interest is paid semiannually, maturing in each of the years and in the principal amounts set forth in the Pricing Certificate.

“Issuance Date” shall mean the date of delivery of the applicable series of the Bonds to the initial purchaser or purchasers thereof against payment therefor.

Section 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1207 and Chapter 1371, the President of the Board, the Superintendent and/or the Chief Financial Officer of the Issuer (each a “Pricing Officer”) are hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds in one or more series, determining which of the Available Refunded Obligations shall be refunded and carrying out the other procedures specified in this Order, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years or the amounts due at maturity, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether the Bonds of any series shall be issued on a tax-exempt or taxable basis, whether the Bonds of any series shall be deemed designated or designated as “qualified tax-exempt obligations” as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining the Permanent School Fund guarantee for the Bonds, if available, and/or procuring municipal bond insurance, including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements, and approving modifications to this Order and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, all of which shall be specified in the Pricing Certificate, provided that:

1. With respect to bonds issued for the purpose of the construction, renovation, acquisition and equipment of school buildings in the Issuer, including the purchase of new school buses and the purchase of the necessary sites for school buildings:
 - (i) the aggregate original principal amount of the Bonds shall not exceed \$ 163,538,700;
 - (ii) the maximum true interest cost shall not exceed 5.50%; and
 - (iii) the final maturity shall not be longer than February 15, 2056.
2. With respect to bonds issued for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness payable from ad valorem taxes:

- (i) the aggregate original principal amount of the Bonds shall not exceed the aggregate principal amount of the Available Refunded Obligations set forth in Schedule I;
 - (ii) the refunding must produce a net present value debt service savings of at least 2.00%;
 - (iii) the maximum true interest cost shall not exceed 5.00%; and
 - (iv) the final maturity shall not be longer than February 15, 2041.
- (b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) of this Section 3, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the one year anniversary of the date of adoption of this Order. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.
- (c) The Bonds may be issued in one or more series as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate.
- (d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at maturity amount), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.
- (e) If the Pricing Officer determines that any series of the Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as deemed appropriate to assure that the Bonds are sold on the most advantageous terms to the Issuer. The Pricing Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out the terms of a bond purchase agreement for the Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement for each series of the Bonds in such manner as the Pricing Officer deems appropriate.
- (f) If the Pricing Officer determines that any series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.
- (g) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all

of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Chapter 1207 and Chapter 1371, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement").

In addition, the Pricing Officer is authorized to purchase such securities with proceeds of the Bonds, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the Escrow Agreement (the "Escrow Fund").

(h) The selection and appointment of the paying agent/registrar for any series of the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(i) In satisfaction of Section 1201.022(a)(3)(B), Texas Government Code, the Board of Trustees of the Issuer hereby determines that the delegation of the authority to the Pricing Officer to approve the final terms of the Bonds in one or more series set forth in this Order is, and the decisions made by the Pricing Officer pursuant to such delegated authority and incorporated into the Pricing Certificate will be, in the Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificate a finding to that effect.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Paying Agent/Registrar shall keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three (3) business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed, and authenticated, (vii) shall have principal and interest payable, and (viii) shall be administered by the Paying Agent/Registrar, and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Order. The Bonds initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other

method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created (“DTC Participant”) to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words “Cede & Co.” in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as

amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) Notice of Redemption. (i) In addition to the notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of the Bonds by first-class mail, postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption given by the Paying Agent/Registrar, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publications and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Registered Owners shall include a CUSIP number relating to each amount paid to such Registered Owner.

Section 5. FORM OF BONDS.

The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bonds:

UNITED STATES OF AMERICA

STATE OF TEXAS
COUNTY OF TARRANT
ARLINGTON INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX [SCHOOL BUILDING][AND][REFUNDING BOND]
SERIES 20__

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-			PRINCIPAL AMOUNT \$ _____
<u>INTEREST RATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, ARLINGTON INDEPENDENT SCHOOL DISTRICT, in Tarrant County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Date of Bonds set forth above, on _____ and semiannually thereafter on each _____ and _____ to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest

on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR- _____ MATURITY AMOUNT \$ _____

INTEREST RATE ISSUANCE DATE MATURITY DATE CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

ON THE MATURITY DATE specified above, ARLINGTON INDEPENDENT SCHOOL DISTRICT, in Tarrant County, Texas (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount in the amount set forth above, representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year commencing _____. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the registered owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before the

Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____, TO WIT: [\$ _____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING UNLIMITED TAX BONDS][\$ _____ FOR THE PURPOSE OF THE CONSTRUCTION, RENOVATION, ACQUISITION AND EQUIPMENT OF SCHOOL BUILDINGS IN THE ISSUER, INCLUDING THE PURCHASE OF NEW SCHOOL BUSES AND THE PURCHASE OF THE NECESSARY SITES FOR SCHOOL BUILDINGS] and comprised of (i) Bonds in the aggregate original principal amount of \$ _____ that pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate original principal amount of \$ _____ that pay interest semiannually until maturity (the "Current Interest Bonds").

ON _____, or on any date thereafter, the Current Interest Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Current Interest Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Current Interest Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CURRENT INTEREST BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Current Interest Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on _____ in the years and in the respective principal amounts, set forth in the following schedule:

	Term Current Interest Bond Maturity: _____	
YEAR		PRINCIPAL AMOUNT(\$)
(maturity)		
	Term Current Interest Bond Maturity: _____	
		PRINCIPAL

YEAR

AMOUNT(\$)

(maturity)

The principal amount of Term Current Interest Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Current Interest Bonds of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Current Interest Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST thirty (30) days prior to the date fixed for any redemption of Current Interest Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Current Interest Bond to be redeemed at its address as it appeared at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Current Interest Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Current Interest Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Current Interest Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Current Interest Bond shall be redeemed a substitute Current Interest Bond or Current Interest Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Order.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five (5) days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any

integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Order as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Trustees of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
Secretary, Board of Trustees

(signature)
President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller of
Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

Paying Agent/Registrar

Authorized Representative

FORM OF ASSIGNMENT:
ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address, including zip
code of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to

register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

The initial Current Interest Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"ARLINGTON INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in Tarrant County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "registered owner"), on the dates, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity

Principal

Interest

Dates ()

Installments(\$)

Rates(%)

(Information for the Current Interest Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(iii) The initial Current Interest Bond shall be numbered "TR-1."

(c) Insertions for the initial Capital Appreciation Bond:

The initial Capital Appreciation Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"ARLINGTON INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in Tarrant County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount on the dates and in the amounts set forth in the following schedule:

Maturity Dates ()	Principal Amounts(\$)	Maturity Amounts(\$)	Interest Rates(%)
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(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

The amount shown above as the Maturity Amount represents the principal amount hereof and accrued and compounded interest hereon. Interest shall accrete on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____ and _____ of each year, commencing _____. For convenience of reference, a table appears with this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount compounded semiannually at the yield shown on such table."

(iii) The initial Capital Appreciation Bond shall be numbered "TCAB-1."

Section 6. TAX LEVY.

(a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar

(or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section 7 shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in (a)(i) or (ii) of this Section 7. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds. The Pricing Officer may restrict such eligible securities and obligations as deemed appropriate.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Order.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case

of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION OR PERMANENT SCHOOL FUND GUARANTEE PROVISION, IF OBTAINED. The President and/or Vice President of the Board of Trustees of the Issuer and the Pricing Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained or if the Bonds are guaranteed by the Texas Permanent School Fund, the Bonds may bear an appropriate legend as provided by the insurer or the Texas Education Agency, respectively.

Section 10. FEDERAL TAX COVENANTS.

(a) General Tax Covenants Regarding Tax Exemption of Interest on the Bonds. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

- (i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;
- (ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;
- (v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;
- (vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --
 - (1) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,
 - (2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;
- (vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);
- (viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings), if applicable; and

- (ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (viii), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Pricing Officer to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(b) Interest Earnings on Bond Proceeds. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 10(a) hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Disposition of Project. The Issuer covenants that the property constituting the project financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Declaration of Official Intent of Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 and pursuant to the terms and provisions of the winning bid or a bond purchase agreement or agreements (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriter thereof as set forth in the Pricing Certificate.

(b) The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver a preliminary official statement and a final official statement relating to any series of the Bonds to be used by the Underwriters in the marketing of the Bonds.

Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Underwriters, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in the Pricing Certificate.

(b) The paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption dates.

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the orders of the Issuer authorizing the issuance of such Refunded Obligations (the "Refunded Obligation Orders"). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrar shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of

such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Orders, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrar, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

(d) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement.

Section 13. FURTHER PROCEDURES.

(a) The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal, if necessary, and on behalf of the Issuer, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the DTC Blanket Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the DTC Blanket Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(b) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Underwriters. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 14. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 11 of this Order, as described in the Pricing Certificate, and financial statements within twelve (12) months of the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within twelve (12) months after any such fiscal year end, then the Issuer shall file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(c) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (b). As used in clause (c)12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board of Trustees and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of clauses (c)15 and (c)16 above, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(d) Limitations, Disclaimers, and Amendments. (i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Order or applicable law that causes the Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) any qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 15. FACILITIES ALLOTMENT FUNDS; STATE ASSISTANCE FUNDS. In connection with the issuance of the Bonds, the Issuer may receive financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (the "Program"). In each fiscal year in which the Issuer receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the Issuer to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Interest and Sinking Fund for the Bonds created pursuant to Section 6. Notwithstanding the requirements of Section 6, if Debt Subsidy Funds are actually on deposit in the Interest and Sinking Fund for the Bonds in advance of the time when ad valorem taxes are scheduled to be levied for any fiscal year, then the amount of ad valorem taxes which otherwise would have been required to be levied pursuant to Section 6 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Interest and Sinking Fund for the Bonds.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Order subject to the following terms and conditions, to wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be materially inconsistent with the provisions of this Order and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners (for purposes of this sentence only, 100% of the aggregate principal amount of Bonds which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) of Bonds then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, or maturity amount payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount or maturity amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Order under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of the required amount of the affected Bonds then outstanding have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. GOVERNING LAW. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 19. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. To the extent applicable, the Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

Section 20. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 21. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an event of default (an "Event of Default"):

- (i) the failure to make payment of the principal of or interest on any of the Current Interest Bonds or the Maturity Value of the Capital Appreciation Bonds when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

Section 22. REMEDIES FOR DEFAULT.

(a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 23. REMEDIES NOT EXCLUSIVE.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Board of Trustees.

SCHEDULE I
SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2015
(Current Interest Bonds)

YEAR(2/15)	AMOUNT OUTSTANDING(\$)
2026	8,975,000
2027	9,435,000
2028	9,295,000
2029	9,610,000
2030	9,970,000
2031	10,375,000
2032	10,800,000
2033	11,240,000
2034	11,700,000
2035	12,180,000
2036	12,675,000
2037	13,195,000
2038	13,730,000
2039	14,290,000
2040	14,875,000

Unlimited Tax School Building Bonds, Series 2016A
(Current Interest Bonds)

YEAR(2/15)	AMOUNT OUTSTANDING(\$)
2026	4,190,000
2027	4,040,000
2028	4,245,000
2029	4,035,000
2030	4,240,000
2031	4,460,000
2032	4,665,000
2033	4,855,000
2034	5,055,000
2035	5,260,000
2036	5,475,000
2037	5,700,000
2038	5,930,000
2039	5,640,000

Unlimited Tax Refunding Bonds, Series 2016B
(Current Interest Bonds)

YEAR(2/15)	AMOUNT OUTSTANDING(\$)
2026	3,065,000
2027	2,350,000
2028	2,465,000
2029	2,595,000
2030	2,725,000
2031	2,865,000
2032	2,995,000
2033	3,115,000
2034	3,250,000
2035	3,380,000
2036	2,355,000

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Arlington Independent School District Board of Trustees Communication

Meeting Date:	February 6, 2025	Action Item
Subject:	Consider Targeted Improvement Plans (TIP) for Comprehensive Support Campuses	

Purpose:

To consider the Targeted Improvement Plans (TIP) for all of the above Comprehensive Support campuses for board approval.

Background:

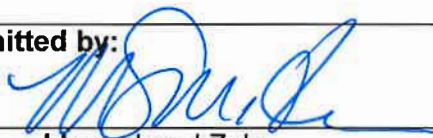
Campuses that receive a Federal Accountability rating of Comprehensive Support are required to complete a Targeted Improvement Plan (TIP) that is approved by the Board of Trustees. Arlington ISD has 14 campuses that have been identified as Comprehensive Support. The TIPs are being submitted for Board approval in February because TEA revised their Intervention calendar which delayed the submission of TIPs for board approval. Despite the delayed timeline from TEA, all 14 campuses with a TIP began developing their TIP in July and have been in the process of implementing their improvement plans all year.

Fiscal Implications:

None

Recommendation:

The Administration recommends that the Board of Trustees approve the Targeted Improvement Plans for Comprehensive Support campuses (Sam Houston High School, Carter Junior High, Workman Junior High, Blanton Elementary, Crouch Elementary, Ellis Elementary, Foster Elementary, Goodman Elementary, Larson Elementary, Peach Elementary, Pope Elementary, Sherrod Elementary, Speer Elementary, and Thornton Elementary).

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Jerod Zahn Date: January 28, 2025
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Arlington Independent School District Board of Trustees Communication

Meeting Date:	February 6, 2025	Action Item
Subject:	Consider of Order of Election for School Board	

Purpose:

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

Background:


The three-year terms for places four and five on the Arlington ISD Board of Trustees end in May 2025. Therefore, the Board of Trustees will order a general election to fill the three-year terms for places four and five on the Board of the Arlington Independent School District.

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

Candidates may begin filing Wednesday, January 15, 2025. The deadline for filing is 5:00 p.m. Friday, February 14, 2025. The deadline for write-in candidates is 5:00 p.m. Tuesday, February 18, 2025. The last day for a candidate to withdraw is 5:00 p.m. Friday, February 21, 2025.

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:
	
	Prepared by: Michelle Vasquez
	Date: January 28, 2025

ORDER OF ELECTION

A general election is hereby ordered to be held Saturday, May 3, 2025, for the purpose of electing members to the Board of Trustees of the Arlington Independent School District to fill place four and five.

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

**Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111
817-831-8683**

between the hours of 8:00 a.m. and 5:00 p.m. Tuesday through Friday beginning April 22, 2025 through April 25, 2025; between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, April 26, 2025; between the hours of 10:00 a.m. and 4:00 p.m. on Sunday, April 27, 2025; and between the hours of 7:00 a.m. and 7:00 p.m. on Monday and Tuesday, April 28 and April 29, 2025.

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

**Early Voting Clerk
P. O. Box 961011
Fort Worth, Texas 76161-0011
Fax: 817-850-2344**

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

votebyemail@tarrantcountytx.gov

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

Applications for a ballot by mail must be received no later than the close of business on Tuesday, April 22, 2025.

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

Issued this ____ day of February 2025.

Justin Chapa, President
Arlington Independent School District
Board of Trustees

ORDEN DE ELECCIÓN

Se ordena que la elección general se celebre el sábado 3 de mayo de 2025, con el propósito de elegir los miembros de la Junta Directiva del Distrito Escolar Independiente de Arlington para ocupar los lugares cuatro y cinco.

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

**Centro de Elecciones del Condado de Tarrant
2700 Premier Street
Fort Worth, Texas 76111
817-831-8683**

entre las 8:00 a.m. y las 5:00 p.m. De martes a viernes a partir del 22 de abril de 2025 hasta el 25 de abril de 2025; entre las 7:00 a.m. y las 7:00 p.m. el sábado 26 de abril de 2025; entre las 10:00 a.m. y las 4:00 p.m. el domingo 27 de abril de 2025; y entre las 7:00 a.m. y las 7:00 p.m. los lunes y martes 28 de abril y 29 de abril de 2025.

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

**Secretario de Votación Anticipada
P. O. Box 961011
Fort Worth, Texas 76161-0011
Fax: 817-850-2344**

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

votebymail@tarrantcountytx.gov

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

Las solicitudes de la boleta electoral por correo deben recibirse a más tardar el cierre de la jornada el martes 22 de abril de 2025.

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

Publicado el ____ febrero de 2025.

Justin Chapa, Presidente
Distrito Escolar Independiente de Arlington
Junta Directiva

THÔNG BÁO BẦU CỬ

Xin trân trọng thông báo sẽ có cuộc bầu cử được tổ chức vào ngày Thứ Bảy, ngày 3 tháng 5 năm 2025, với mục đích bầu các thành viên vào Hội đồng Quản trị của Khu Học chánh Độc lập Arlington tại vị trí bốn và năm.

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

**Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111
817-831-8683**

trong khoảng thời gian từ 8 giờ sáng đến 5 giờ chiều Thứ Ba đến Thứ Sáu bắt đầu từ ngày 22 tháng 4 năm 2025 đến ngày 25 tháng 4 năm 2025; trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối vào ngày Thứ Bảy ngày 26 tháng 4 năm 2025; trong khoảng thời gian từ 10 giờ sáng đến 4 giờ chiều vào Chủ Nhật ngày 27 tháng 4 năm 2025; và trong khoảng thời gian từ 7 giờ sáng đến 7 giờ tối vào Thứ Hai và Thứ Ba, ngày 28 tháng 4 và ngày 29 tháng 4 năm 2025.

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

**Early Voting Clerk
P. O. Box 961011
Fort Worth, Texas 76161-0011
Fax: 817-850-2344**

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

votebymail@tarrantcountytexas.gov

(Lưu ý: Có hiệu lực từ ngày 1 tháng 12 năm 2017, nếu đơn xin bỏ phiếu qua thư được nộp qua fax hoặc email thì bản gốc của đơn phải được gửi qua đường bưu điện và được Thư ký ban Bỏ phiếu Sớm nhận không muộn hơn ngày làm việc thứ 4 kể từ ngày nhận được bản fax hoặc email.)

Việc xin bỏ phiếu qua thư phải được nhận muộn nhất là vào cuối giờ làm việc ngày Thứ Ba, 22 tháng 4 năm 2025.

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

Ban hành vào ngày ____ tháng 2 năm 2025.

Justin Chapa, Chủ tịch
Khu Học chánh Độc lập Arlington
Ban Quản trị

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LAST NAME	FIRST NAME	LOCATION/ORGANIZATION	SUBJECT/POSITION	START DATE	LEVEL
CAMPBELL	LADAYADRIA	OUSLEY	SPED - SEAS	1/6/2025	SEC
CHANDLER	TIMESHA	BRYANT	2ND	1/6/2025	ELEM
RODRIGUEZ	BRIANNA	SPECIAL EDUCATION	LICENSED SPECIALIST IN SCHOOL PSYCHOLOGY	1/8/2025	ELEM
CASTRUITA	JESSE	SAM HOUSTOM	9-12 MATH	1/8/2025	SEC
MENDOZA RUIZ	MARLENE	JOHNS	BILINGUAL ELEMENTARY TEACHER K-6	1/8/2025	ELEM
SESSION	UNIQUA	CTC	HEALTH SCIENCE	1/8/2025	SEC
OSORIO	ADRIANA	TURNING POINT SEC.	7-8 MATH 180	1/8/2025	SEC
MAYA-PRIETO	BRENDA	SPEER	ESL ELEMENTARY TEACHER K-6	1/8/2025	ELEM
VENERABLE	LACHANCIA	LAMAR	SPED - INCLUSION	1/15/2025	SEC
CANO	ABIGAIL	WEBB	2ND ESL	1/15/2025	ELEM
KIRKPATRICK	MAGDALENA	ANDERSON	ESL ELEM TEACHER	1/15/2025	ELEM
LANKFORD	BROOKLYN	FARRELL	2ND ESL	1/15/2025	ELEM
AL-FADIL	FATIMA	BOWIE	9-12 MATH	1/15/2025	SEC
HURST	JESSICA	CROW	SPED - ALT CURR	1/15/2025	ELEM
ROGERS	KEVIN	SEGUIN	INCLUSION/COACH	1/16/2025	SEC
DELEON	CIELO	S. DAVIS	6TH BIL	1/22/2025	ELEM
LARA	CRISTINA	BURGIN	5TH BIL	1/22/2025	ELEM
DEBOSE	MIKKIA	STARRETT	KINDER	1/23/2025	ELEM
UDE	CHANDLER	SPECIAL EDUCATION	SPEECH PATHOLOGIST	2/3/2025	N/A
MCDONALD	TRENTON	ARLINGTON	TEACHER/COACH 9-12	7/24/2025	SEC
NAUL	AMANDA	CARTER	7-8 SCIENCE/COACH	7/26/2025	SEC
SINNEY	BRANDON	CROUCH	TITLE 1 MATH STUDENT SUPPORT	8/5/20204	ELEM
ADOLWA	SULLEN	BEBENSEE	SPED - ECSE	8/5/20254	ELEM
WARD	ADRIENNE	LAMAR	DIAGNOSTICIAN	08/092024	SEC
CORONA	NANCY	SAM HOUSTON	9-12 SOCIAL STUDIES	10/4/2024	SEC
ADAMS	RACHEL	BOLES JR	SPED - ALT CURR		SEC
GALBRAITH	JENNIFER	SPEER	K-6 ART	1/21/2025	ELEM
WATSON	AYANNA	AMOS	6TH ESL	1/28/2025	ELEM

Elementary Summary

Teacher	11
Teacher ESL	4
Admin/Other	0
Total	15

Secondary Summary

Teacher	12
Teacher ESL	0
Admin/Other	1
Total	13
Grand Total	28

Separation of Service - Effective Between January 16, 2025 to February 06, 2025 For Information Only. No Board Action Required.						
CODE	LAST	FIRST	LOCATION	TITLE	TERM DATE	YRS
Employee Initiated - Employment Outside of Education (3)	Isbell	Brittany	Beckham Elementary	Nurse	1/31/2025	2
	Applewhite	Bryan	Juan Seguin High School	PE Teacher 9-12/Coach	1/17/2025	0
	Calva	Jessica	Wimbish World Language Academy	Attendance Clerk - Elementary	1/31/2025	1
Employee Initiated - Medical Reason (3)	Moses	Ashli	Barnett Jr High School	Theatre Arts Teacher 7-8	1/24/2025	0
	McCall	Cheyenne	Bebensee Elementary	Classroom Assistant Elementary Special Ed - ECSE	1/23/2025	1
	Taylor	Michael	Transportation	Bus Driver	1/16/2025	0
Employee Initiated - Reason Not Specified (6)	Marmolejo Gomez	Angela	Arlington Collegiate High School	Title I ECHS Family Engagement Liaison	1/28/2025	0
	Haley-Varner	Ashley	Security	Campus Security Officer	1/22/2025	1
	Luna	Jeannie	Blanton Elementary	Family Engagement Liaison	1/24/2025	6
	Bird	Maggie	Sherrod Elementary	Family Engagement Liaison	1/31/2025	0
	Johnston	Mike	State and Fed Int and Ops	Secretary - Director State & Federal Interventions & Operations	1/31/2025	10
	Khan	Seemin	Beckham Elementary	Classroom Assistant Elementary Special Ed - ISPD	1/31/2025	7
Resignation Agreement (1)	Ardoin	Christopher	Martin High School	ESL English Teacher 9-12	1/31/2025	4
Employee Initiated - Regular Retirement (2)	Perry	Kurt	Food Service Aux Warehouse	Food Service Warehouse Lead	1/31/2025	35
	Krivit	William	Security	Security - Sergeant	1/31/2025	9
Employee Initiated - Caring for Family Member(s) (1)	Williams	Cortnei	Starrett Elementary	Classroom Assistant Elementary Special Ed - SEAS	1/17/2025	0
Employee Initiated - Unhappy with Job (1)	Parsons	Bethany	Miller Elementary	Attendance Clerk - Elementary	1/17/2025	1
Moving Out of the Area (3)	Chavez	Haley	Adams Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	1/27/2025	0
	Knowles	Lily	Martin High School	Special Education Inclusion Teacher 9-12/Coach	1/30/2025	5
	Jones	Toni	Transportation	Bus Attendant	1/17/2025	2
Total Separations (20)						

Arlington Independent School District Board of Trustees Communication

Meeting Date:	February 6, 2025	Consent Item
Subject:	Purchases Greater Than \$50,000	

Purpose:

The purpose of this agenda item is to request board approval for purchases that exceed \$50,000, as required by district policy CH (Local). This ensures that all significant expenditures align with board oversight and district priorities.

Background:

District policy mandates that all purchases exceeding \$50,000 receive board approval to maintain transparency and fiscal responsibility. These purchases support a variety of programs and needs across departments. Each recommended purchase has been reviewed by the appropriate departments and adheres to procurement standards. Listed below are the purchases over \$50,000 requiring board approval.


- 25-02-06-01 Software
- 25-02-06-02 Security Fence

Fiscal Implications:

The total fiscal impact of these purchases is estimated at \$217,772. Funding for these items is available through the approved district budget under the designated departments and account codes.

Recommendation:

It is recommended that the board approve the proposed purchases over \$50,000 as presented. These purchases are essential to maintaining high standards of service, safety, and educational quality within the district.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: <i>Darla Moss</i> 
	Prepared by: Lisa Phillips
	Date: January 17, 2025

Arlington Independent School District
Purchases Greater than \$50,000
Date: February 6, 2025

Control No.	ASD Department	Budget Owner	Vendor Name	Description	Estimated	Fund Source	Purchase Method
25-02-06-01	Technology	Erik Upchurch	Raptor Technologies	Software License	\$107,000	Local	TIPS Cooperative
25-02-06-02	Facility	Kelly Horn	Mart Inc	Courtyard Fencing	\$110,772	Safety and Security Grant	25-02
					\$217,772		

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

Regular Meeting

January 16,2025
5:00 p.m.

Members Present:

Justin Chapa, Sarah McMurrough, Brooklyn Richardson, Melody Fowler, Larry Mike, David Wilbanks, and Leanne Haynes

Members Absent:

None

Media Present:

None

CALL TO ORDER:

Room 401

President Chapa called the meeting to order 5:14 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

WORKSHOP:

A. District Priority – District Priority Update: Resources - Campus Needs Metrics

Deputy Superintendent Dr. Jennifer Collins introduced Dee Carney of STRIVE Public Policy Resources, LLC led a board workshop on the District Priority -Resources and the Key Performance Metric (KPM) for developing a standardized campus needs index. The goal is to create a shared campus needs index using key metrics to inform strategic staffing and resource allocation.

CLOSED MEETING: Board Conference Room

President Chapa 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. Jordan Foster joined the meeting in-person and Jim Maibach joined virtually.

RECONVENE INTO OPEN SESSION: Board Room

President Chapa convened the Board into the open meeting at 6:59 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:

Ejituwo Elleh, sixth grader at Peach Elementary, led the audience in the Pledge of Allegiance.

President Chapa called for a moment of silence.

RECOGNITIONS:

A. Student Performance

Lamar High School's top choir, A Cappella, directed by Greg Haugen and Meredith Allums, performed "Feed the Birds," from Disney's "Mary Poppins."

B. Student of the Month

Principal Lesley Maroney of Lamar High School recognized student Alondra Trujillo as student of the month. She is involved in a long list of organizations, excels in the classroom, and happily supports her peers.

C. Community Partner Award of Appreciation

Aaron Perales recognized four organizations, City of Arlington (including our Arlington Fire Department), Greater Arlington Chamber of Commerce, CBS11 News, that came together to support Mission Joy Toy Drive. They organized and hosted shared collection sites, then delivered

the overwhelming donations to our Mission Toy Drive event—14 boxes filled with toys, bicycles, and other gifts, completely filling Mission Arlington’s largest truck.

President Chapa addressed the community partners thanking them for serving our community.

D. MLK 4 Day Celebration and Recognition of Art and Essay

Dr. Martin Luther King Jr. Celebration Committee Chair, Lisa Thompson recognized the art and essay contests winners.

Art Winners:

- 1st Place- Drake Daniel, Lamar HS
- 2nd Place- Faustina Nguyen, Juan Seguin HS
- 3rd Place- Nevaeh Ringe, Juan Seguin HS

Essay Winners:

- 1st Place- Dilly Ogunrinde, Arlington Collegiate HS
- 2nd Place- Audrey Sia, Juan Seguin HS
- 3rd Place- Evan Gerstenkorn, Martin HS

E. Board Appreciation

Keyundra Alexandra, Art Teacher from West Elementary, introduced students who created art pieces for each trustee in recognition of School Board Appreciation Month. This year’s theme was, "Leadership for Tomorrow’s Texas."

President Chapa adjourned the meeting at 7:44 p.m. for a brief recess. The meeting was reconvened at 8:01 p.m. with seven trustees in attendance.

OPEN FORUM FOR AGENDA ITEMS: N/A

OPEN FORUM FOR NON-AGENDA ITEMS:

Mike O’Donnell spoke about the Shakespeare LIVE performances in Arlington. Shakespeare LIVE marks the first theatrical production at the Levitt Pavilion in Arlington, taking place on April 3rd, 4th, and 5th. All performances are free.

COMMITTEE AND STAFF REPORTS:

E. 89th Legislative Session Report

David Anderson provided a brief overview of the 89th legislative session.

ACTION:

A. 2025-2026 Arlington ISD Academic Calendar Adoption

Chief Academic Officer Dr. Steven Wurtz presented the 2025-2026 Arlington ISD Academic final draft. Dr. Wurtz recognized members of the calendar committee for their input.

Motion by Larry Mike, second by David Wilbanks, to approve the 2025- 2026 academic calendar as presented.

Voting Against: 0

Voting For: 7

COMMITTEE AND STAFF REPORTS: (continued)

A. Governance Committee Report

Sarah McMurrrough, Governance Committee Chair shared that on January 24th the committee will meet with local delegates to preview the Arlington ISD Legislative Agenda.

B. Finance and Academics Committee Report

Brooklyn Richardson, Finance and Academics Committee Chair shared meeting highlights regarding budget strategy reviews and interdepartmental collaboration. Additionally, discussions covered Classroom Library guidelines in alignment with House Bill 900 standards.

C. Mid-Year Academic Progress Report

Dr. Natalie Lopez, Assistant Superintendent of Research and Accountability provided an update on the academic performance of our literacy and mathematics performance based on the first curriculum assessment of the 2024-2025 school year as it relates to House Bill 3 goals and the District Improvement Plan performance objectives.

D. 2019 Bond Update Report

Kelly Horn, Assistant Superintendent of Facility Services provided an update on the 2019 Bond Program progress. The financial summary for the Bond Program was reviewed, covering key areas such as facilities, fine arts, technology, and transportation. Mr. Horn previewed multiple construction and renovation projects and provided an overview of Phases I- IV work that is underway.

CONSENT AGENDA:

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

25-01-16-01 Virtual Servers

25-01-16-02 Exterior Door Position Switches

25-01-16-03 Video Surveillance and IP Cameras for the Professional Development Center

25-01-16-04 Video Surveillance and IP Cameras for Miller ES

25-01-16-05 Software

25-01-16-06 Travel Services

25-01-16-07 Fire Panel Replacement

25-01-16-08 Administration Furniture

25-01-16-09 Architectural Services

25-01-16-10 Architectural Services

25-01-16-11 Architectural Services

25-01-16-12 Library Shelving and Circulation Desk

25-01-16-13 Consultant Services

C. Bids

25-04f All Purpose Supplies, Equipment and Services Qualifying Bid

25-05e Academic Educational Consultants and Professional Development Services

D. Donations

E. Salvage Items

F. Monthly Financial Report

G. Approval of Minutes of Prior Meetings, December 2024

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

Voting For: 7

Voting Against: 0

SUPERINTENDENT'S COMMENTS:

In recognition of Board Appreciation Month, Dr. Smith expressed gratitude for the Trustees' dedication and acknowledged their commitment to the community and district. Dr. Smith highlighted the success of the dual language program, noting that the students who began as kindergarteners in its first cohort are now thriving ninth graders at Arlington High School. Recently, 59 of these students were awarded the Global Seal of Biliteracy. Dr. Smith commended the teachers, principals, and world languages department staff for their dedication over the past decade in building strong dual language programs and creating exciting futures for these students.

TRUSTEE COMMENTS: N/A

SECRETARY'S REPORT: N/A

ADJOURNMENT

President Chapa adjourned the meeting at 9:55p.m.

**END OF RECORDED MINUTES
January 16, 2025**

Secretary

President

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

Regular Meeting

January 22,2025
4:30 p.m.

Members Present:

Justin Chapa, Sarah McMurrough, Brooklyn Richardson, Melody Fowler, Larry Mike, David Wilbanks, and Leanne Haynes

Members Absent:

None

Media Present:

None

CALL TO ORDER:

Room 401

President Chapa called the meeting to order 4:30 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

WORKSHOP:

- A. Hold Team of Eight Training as required by statute, provided by MoakCasey, LLC to include introduction to the Strategic Planning Process.

Superintendent Dr. Smith introduced Dr. Jodi Duron and Dr. Buck Gilcrease with MoakCasey, LLC who led the Team of 8 Training and strategic planning process discussion.

CLOSED MEETING: Board Conference Room

President Chapa adjourned to closed meeting at 6:30 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.

ADJOURNMENT:

President Chapa adjourned the meeting at 9:00 p.m.

**END OF RECORDED MINUTES
January 22, 2025**

Secretary

President