Regular Meeting

Thursday, October 2, 2025 5:00 PM
Arlington Independent School District Administration Building - Board Room, 690 East Lamar Boulevard, Arlington, Texas 76011

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

2. **Priority Workshop: Marketing and Engagement**

3. **CLOSED MEETING: Board Conference Room**

3.A. Personnel, including; New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions, and Evaluation

3.B. Consult Attorney Regarding Potential and Pending Litigation

3.C. Board Annual Self-Reflection

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

5. **PLEDGE:**

6. **RECOGNITIONS:**

6.A. Student Performance

6.B. Student of the Month

6.C. Seguin High School Youth Winner

6.D. Community Partner Award

7. **OPEN FORUM FOR AGENDA ITEMS:**

8. **COMMITTEE AND STAFF REPORTS:**

8.A. Governance Committee Report

8.B. Priority Update: Academic Growth- AP Participation and Performance Report

8.C. Priority Update: Safety and Discipline Report

8.D. Beginning of Year Transportation Report

8.E. Employee Childcare Program Report

9. **ACTION ITEMS:**

9.A. Approval of Capital Needs Steering Committee

9.B. Approval of Capital Needs Steering Committee Charge

9.C. Approval of 2025-2026 Key Progress Measures

10. **CONSENT AGENDA:**

10.A. Approval of Minutes of Prior Meetings

10.B. Approval of Purchases Greater Than $100,000

10.C. Approval of Bids

10.D. Approval of the Memorandum of Understanding between Arlington ISD and the University of North Texas (UNT) Eagle Advantage for Top 25%

10.E. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions

10.F. Approval of Tarrant County College District (TCCD) and Arlington Independent School District Interlocal Agreement Relating to Data Sharing

10.G. Approval of the Memorandum of Understanding between Arlington ISD and the City of Arlington Diversion Program

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

10.I. Request For Board Approval of Personal Services Contract between Arlington ISD Administrator(s) and an Educational Business or Entity.

11. **OPEN FORUM FOR NON-AGENDA ITEMS:**

12. **SUPERINTENDENT COMMENTS:**

12.A. District Priorities.

12.B. Recognition of outstanding performance by district staff and students.

12.C. Initiation of new programs and special activities.

13. **TRUSTEE COMMENTS:**

13.A. Board member attendance at various school and community events.

13.B. Board member announcement of various upcoming school and community events.

13.C. Board member visits to various campuses.

13.D. Board member recognition of outstanding performance by district staff and students.

13.E. Board member recognition of new programs and special activities.

14. **CLOSED MEETING:**

15. **ADJOURNMENT:**

_____
Board Secretary

Arlington

INDEPENDENT SCHOOL DISTRICT

Priority Workshop, October 2, 2025

Arlington
INDEPENDENT SCHOOL DISTRICT

MARKETING & ENGAGEMENT WORKSHOP

Taina Northington, Chief Communications Officer

PURPOSE

DISTRICT PRIORITY: MARKETING & ENGAGEMENT

Involve families and community stakeholders as valued partners in student learning.

MEET OUR **TEAM**

Marketing and Communications



TAINA NORTHINGTON
Chief Communications Officer



RYAN PIERCE
Communications Manager

SPENCE
Media Production Specialist



MCKENZIE STOKES
Media Production Technician



SUZANNE TURNER
Senior Graphic Designer



KENDALL NAJVAR
Communications Specialist



DORKAS ARROYO
Administrative Assistant



KADENCE COBB
Multi-Media Specialist

VACANT
Senior Communications Specialist

VACANT
Social Media Manager

NEW
Marketing Director

Family and Community Engagement



AARON PERALES
Executive Director of Engagement, Equity & Access



SHAUN BASS
Coordinator of Out of School Time



ERIC PHILLIPS
Family Engagement Specialist



MARKETING

is a comprehensive approach to

INFLUENCING SENTIMENT

WHAT'S NEW IN 2025

TELLING OUR STORY

1. PRIDE TEAM MEMBERS
2. WEBSITE UPDATES
3. SENTIMENT VIDEOS





WHAT YOU **SEE**



VISUAL BRANDING

Driving up to a campus



VISUAL BRANDING

Driving up to a campus



VISUAL BRANDING

Driving up to a campus



VISUAL BRANDING

Driving up to a campus

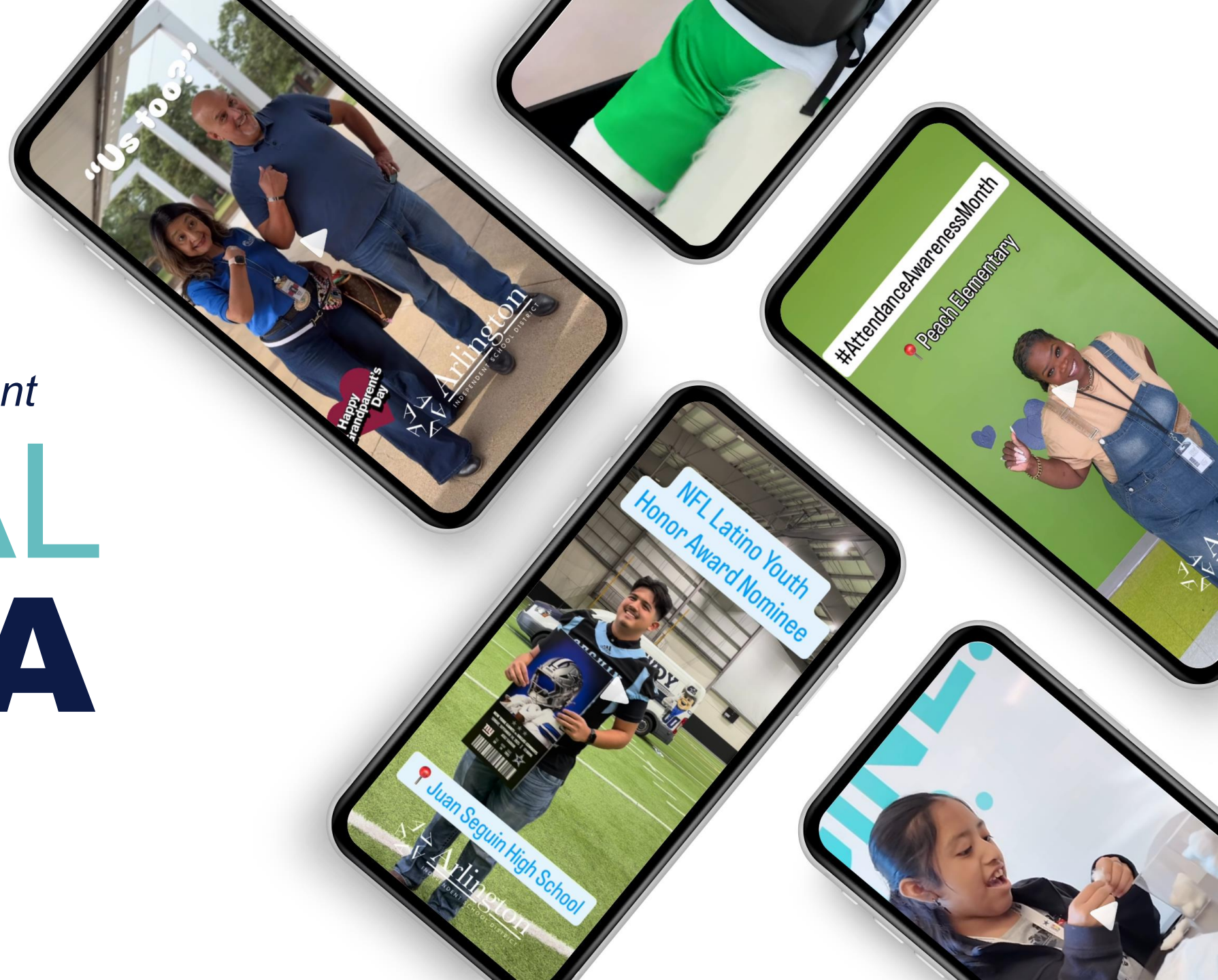


VISUAL BRANDING

Driving up to a campus

Creating engaging content

SOCIAL MEDIA





WHAT YOU HEAR

WHAT YOU **HEAR**

1. **IN THE CLASSROOM**
2. **IN THE COMMUNITY**
3. **IN THE NEWS**

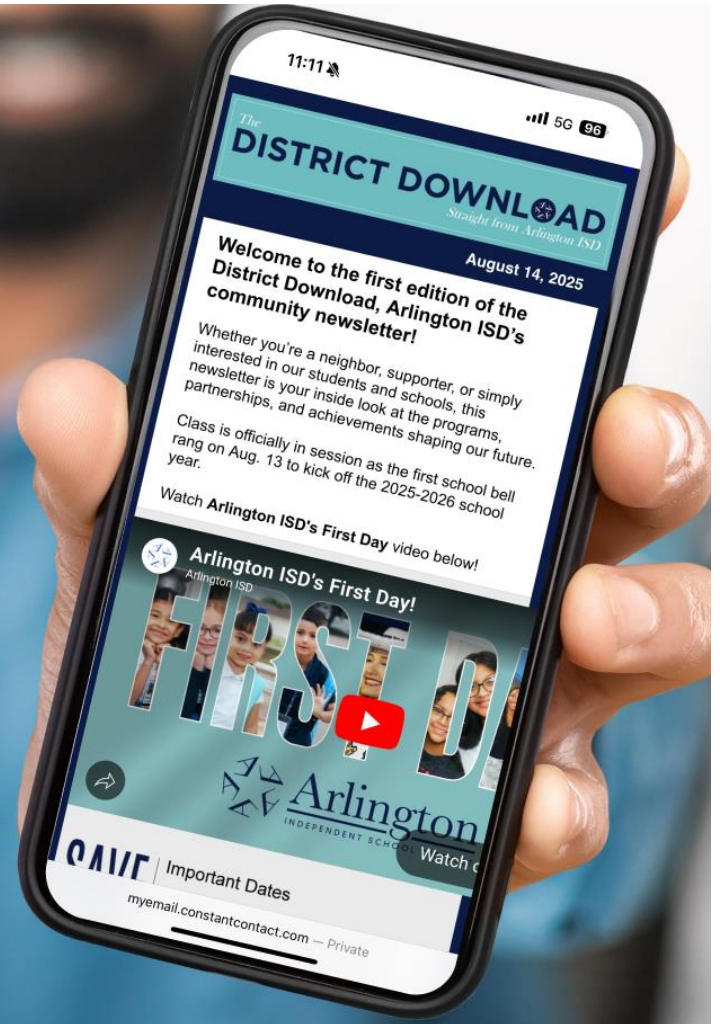


Introducing...

The
DISTRICT DOWNLOAD
Straight from Arlington ISD

Arlington ISD's new community newsletter

Sign up.
Stay Connected.



IN THE NEWS



1

MEDIA TOUR



2

NEWS STORY CLIPS



WHAT YOU **FEEL**

WHAT YOU **FEEL**

CREATING A WELCOMING ENVIRONMENT



Clerk Training

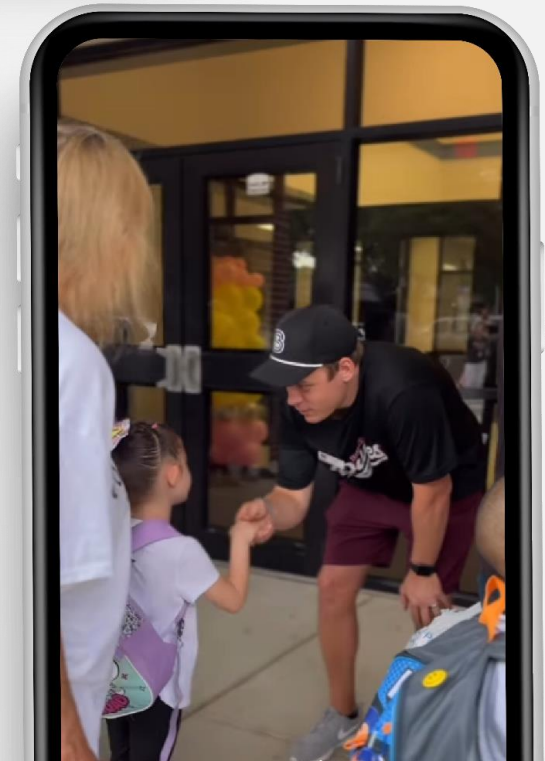
WHAT YOU **FEEL**

WHEN INTERACTING WITH A CAMPUS









INTERACTIVE ACTIVITY

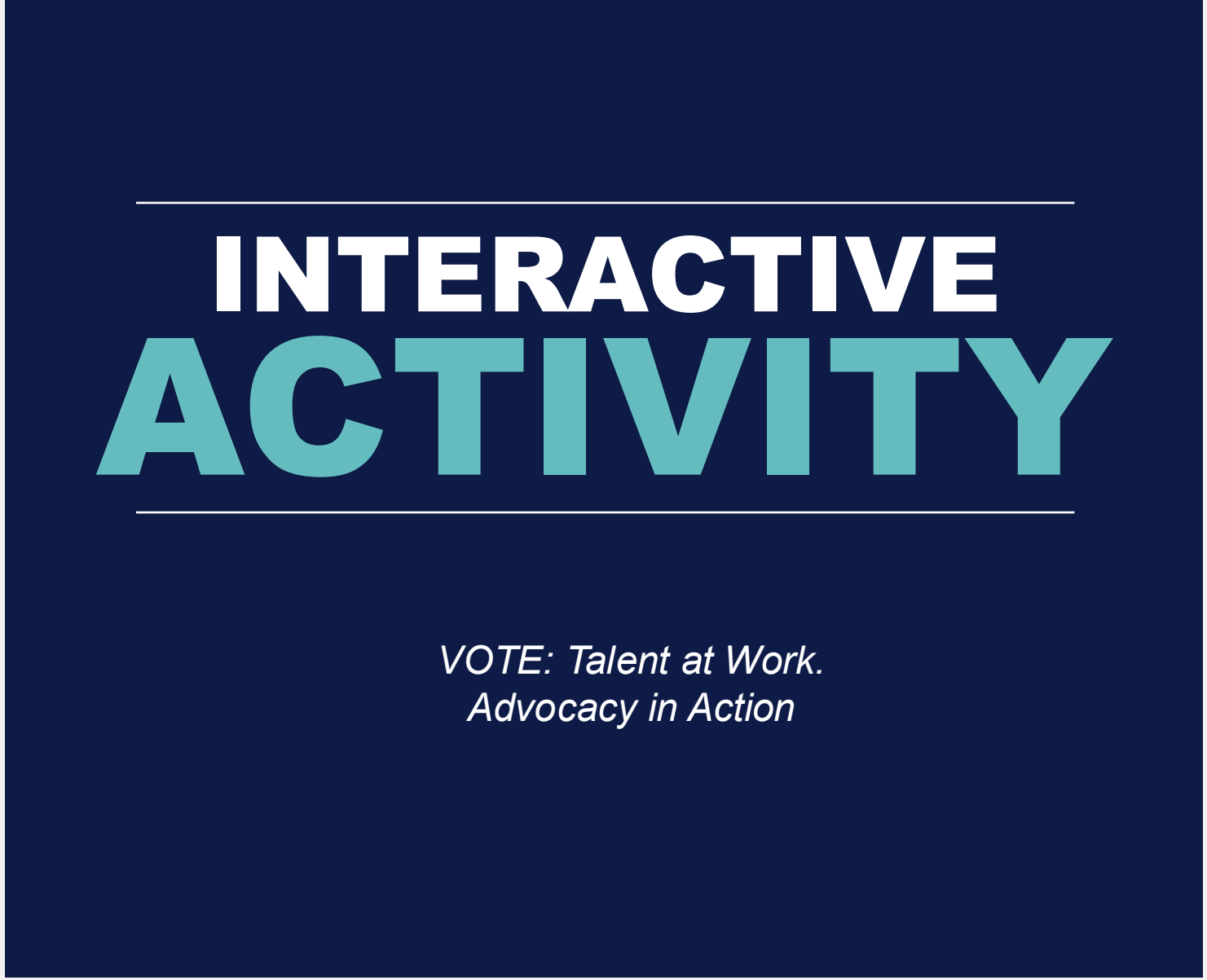
BRAINSTORM: How can we enhance our front office experience?



MARKETING AUDIENCES

- **BRAND IDENTITY**
  The verbiage used in a strategic plan and district vision will drive our creative/marketing framework.
- **CURRENT FAMILIES**
- **POTENTIAL FAMILIES**
- **COMMUNITY STAKEHOLDERS**
- **CURRENT EMPLOYEES**

Talent at Work, Advocacy in Action.





There are ~ 87 private schools within 10 miles of Arlington ISD, putting us in the top 2.2% of Texas districts in terms of private school exposure

INTERACTIVE ACTIVITY

BOARD MEMBER PLEDGE:
Actions to Take


Celebrate a win every day!
WE WILL CONTINUE TO
TELL OUR STORY

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Dr. Karen Zeske, Director of Advanced Academics

Board Agenda Presented for: **Action:** ☐ **Report:** ☑ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Advanced Placement Participation and Performance Data Review

District Priority / Goals Addressed

Academic Growth - Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

Background

The Advanced Placement (AP) program offers students the opportunity to participate in college-level courses and their corresponding exams to earn post-secondary credit or advanced placement at a post-secondary institution of learning. These courses encourage students to engage in an in-depth subject matter exploration that mirrors the rigor found in college-level courses. Students who participate in the AP program have the potential to gain an academic edge with college admissions and a possible reduction in future time and costs associated with a post-secondary education. Arlington ISD has focused efforts to build participation and maintain or improve performance outcomes.

Fiscal Implications

Not applicable

Recommendation

Not applicable

Submitted by: 

Date: September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Arlington
INDEPENDENT SCHOOL DISTRICT

Priority Update - Academic Growth: Advanced Placement Participation and Performance Report

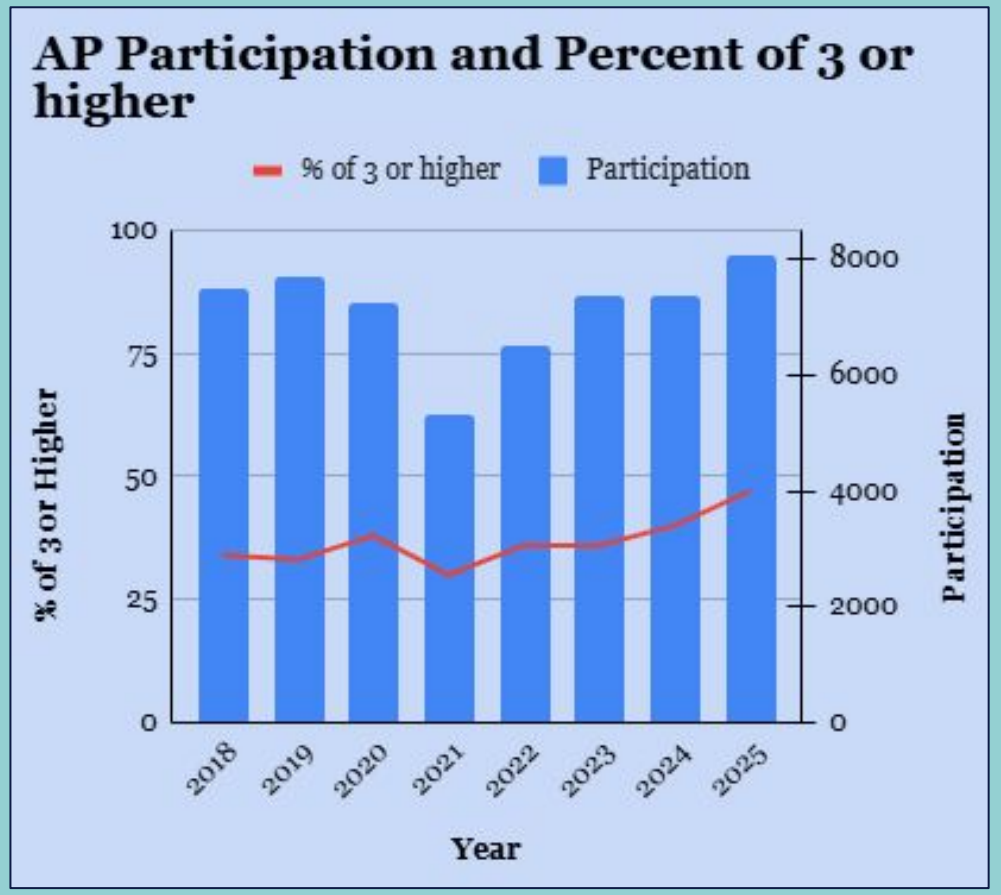
Dr. Karen Zeske / Advanced Academics
Dr. TJ Jarchow / Office of School Leadership

PURPOSE

This presentation is intended to provide an update regarding Advanced Placement participation and student performance data.

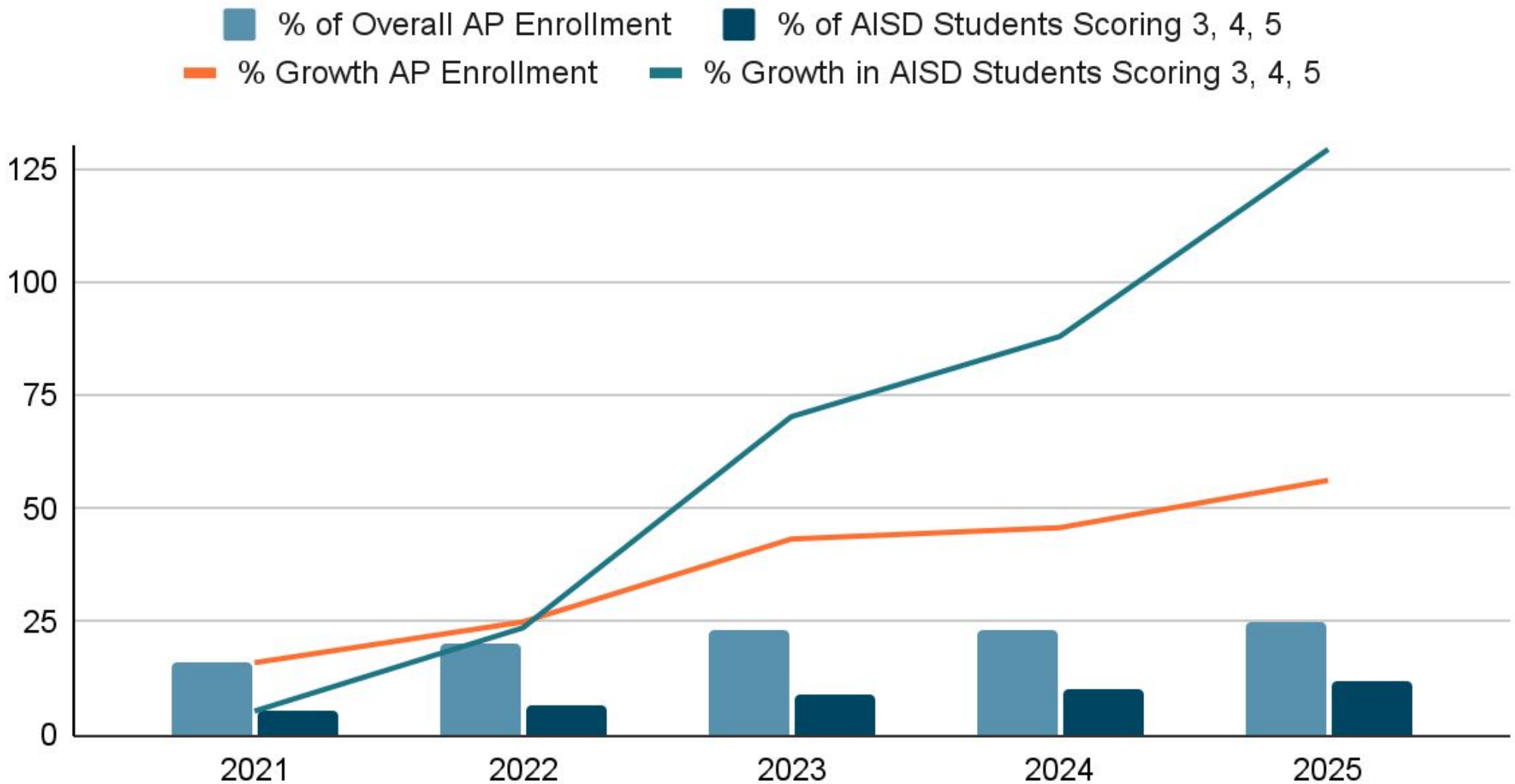
Celebrating Access and Excellence

- AISD has increased its Advanced Placement (AP) participation and performance over the last 8 years.
- What does growth in AP participation and performance really tell us?
  - More student are choosing challenging coursework and being successful with college and career readiness.



Overall AP Enrollment and Performance

With Percentage Growth



ARLINGTON INDEPENDENT SCHOOL DISTRICT

College Credit Report for District May 2025

Grad Summary	23%	• District's graduating seniors who scores a 3 or higher on at least one AP Exam at any point during high school
12th	15%	• 12th grade AP students who scores a 3 or higher May 2025
11th	18%	• 11th grade AP students who scores a 3 or higher May 2025
10th	12%	• 10th grade AP students who scores a 3 or higher May 2025

Advanced Placement Exams are scored on a 1-5 scale.

5=Extremely well qualified
4=Very well qualified
3=Qualified
2=Possibly qualified
1=No recommendation

How Did We Get Here?

Recruiting Students to AP

Open Enrollment and Using Teachers and Students (AP Ambassadors) to Recruit.

+

Retaining Students in AP

Embedding AVID Strategies into AP Classes and Encouraging students to "Stick It Out"

+

Results on AP Exams

Creating an AP common assessment, a District- level PLC, and overall culture of data- analysis.

Partnerships and Systems for Support

District ← Campus ← Teachers ← Students/ Families

What's Next: Recruiting and Retaining

- **Pre-AP Implementation**
  - In year two of three-year plan, building skills so students are confident in AP courses

- Continuing to grow the collaboration between **Advanced Academics** and **AVID**

- Maintaining a strong culture and communication around **retaining students**

ARLINGTON INDEPENDENT SCHOOL DISTRICT

- Building Pathways to AP Courses and **utilizing data from the PSAT to recruit more students into AP Courses**

- **The Power of the 2!** 792 Freshmen and Sophomore students earned a 2 on exams–supporting improvement to a 3,4,5 is the next step.



What's Next: Results

- Focus on high- need or high participation courses. an **Average of 15.5% increase in 3, 4, 5.**

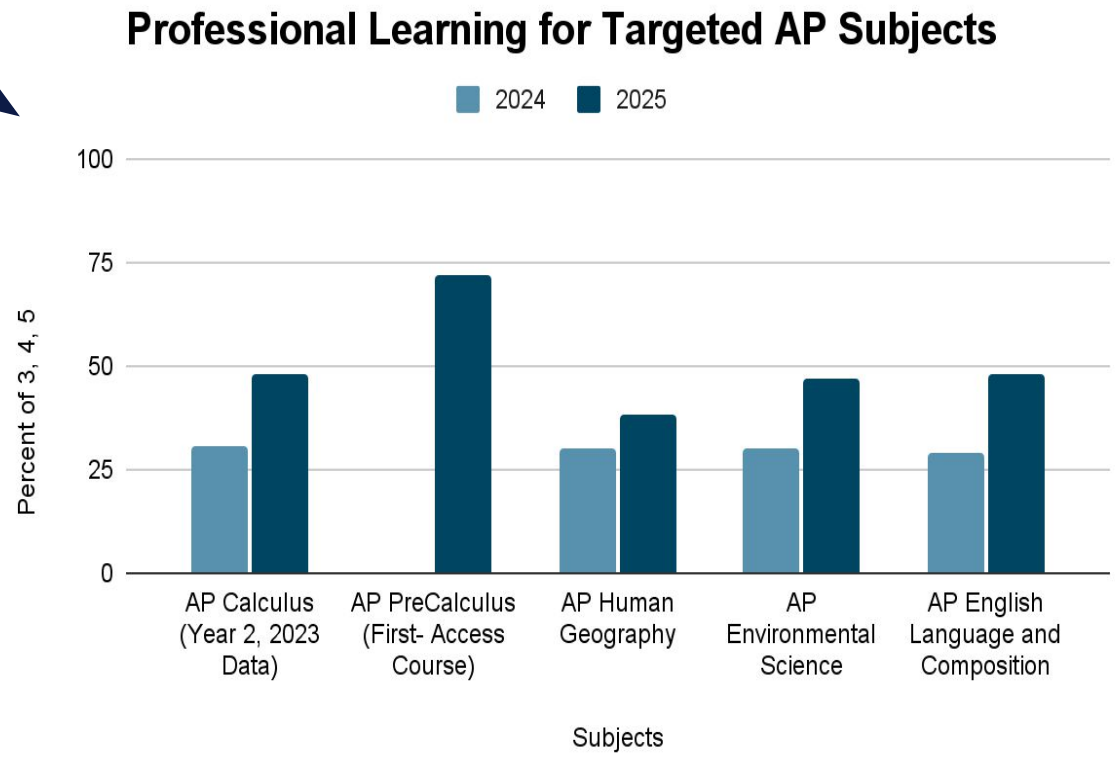
- **Pre-AP Shared Principles:**



- Building Advanced Academic systems within the **CCMR Committees.**

- Using the **Embedded Professional Learning Days** to build Advanced Academic cultures between AP and PreAP Teachers around the **Shared Principles** and **alignment**.

- Continue to have **district- level PLC collaboration** so that AP teachers are working together across the district.



ARLINGTON INDEPENDENT SCHOOL DISTRICT



Lamar High School Team



Bowie High School AP Team

What's Next: Partnerships and Systems of Support

District

- Advanced Academics Director and Specialist
- Office of School Leadership
- Transformational Learning

Campus

- Campus Advanced Academics Coordinators
- School/CCMR Leaders
- Counselors

Teachers

Students/ Families

Increase the number of stakeholders in data- driven decision making via a feedback loop between the district, campus, teachers, and students.

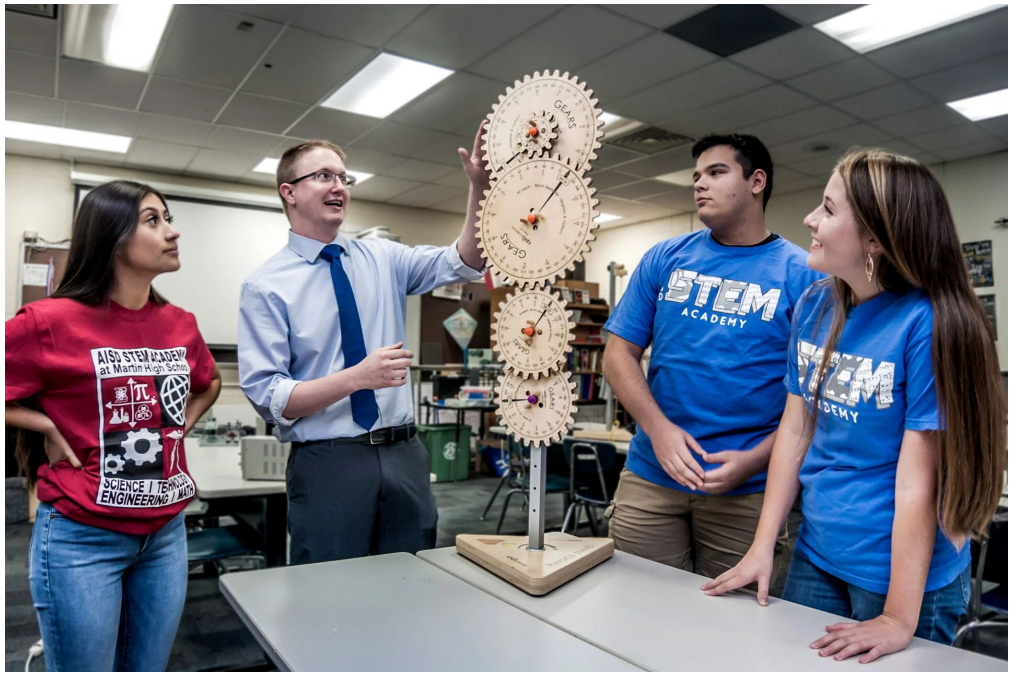
Campus Leaders' Story

AP Ambassadors from Lamar HS

Michelle Heath, Seguin HS Advanced Academics Coordinator

Katie Blanchard, Martin HS AP Teacher and Advanced Academics Coordinator

ARLINGTON INDEPENDENT SCHOOL DISTRICT



Martin High School Team Members



Seguin High School Team

AP Program Champions

- **Professional Learning**
- **Vertical and horizontal collaboration**
- **A focus on PreAP and AP for each student.**

Arlington High School Team





Sam Houston High School Team



DISCUSSION

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Michael Hill, Ed.D

Board Agenda Presented for: **Action:** ☐ **Report:** ☑ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Priority Update - Safety & Discipline Report

District Priority / Goals Addressed

This report addresses the District's Priority of Safety & Discipline. We strive to create safe and productive learning environments in which every student and staff member can thrive. This report will provide an update on certain Safety & Discipline metrics compared to one year ago.

Background

District and campus administrators are committed to working together to provide safe and productive learning enviornments where every student and staff member can thrive. In order to accomplish this, deep and intentional collaboration and communication are critical aspects. This presentation aims to shed light into that collaborative process and share some outcomes.

Fiscal Implications

N/A

Recommendation

N/A

Submitted by: 

Date: September 23, 2025

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RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Priority Update: Safety & Discipline

Michael A. Hill, Ed.D.-Chief Operations Officer
TJ Jarchow, Ed.D.-Executive Director

PURPOSE

This presentation is intended to provide an update on Safety & Discipline as we work to create safe and productive learning environments for students and staff.

Student Services Team



Catina Henson
Director of Student Services



Anna Molina
Specialist of Student Services



Nkechi Madueke, Ed. D.
Coordinator of Multidisciplinary



Jodi Dunn
Specialist of Multidisciplinary



Angela Reyes
Student Services Secretary



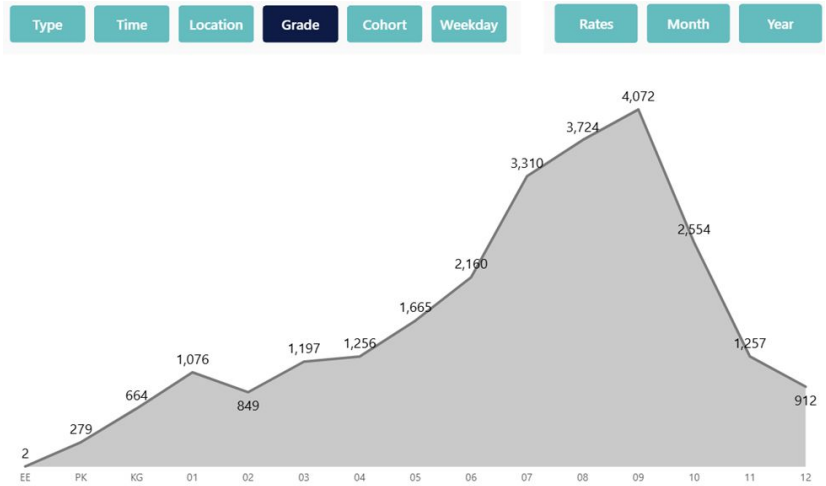
Vivian Quintanilla,
Student Services Clerk



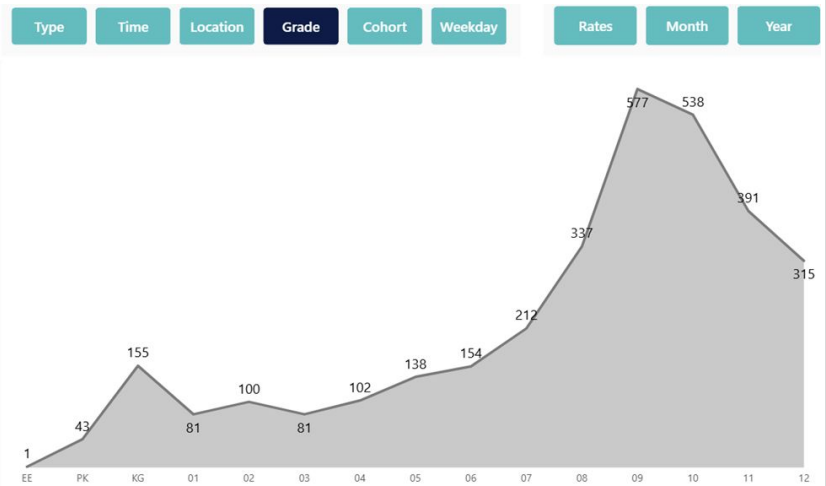
Belia Cruz
Truancy Clerk

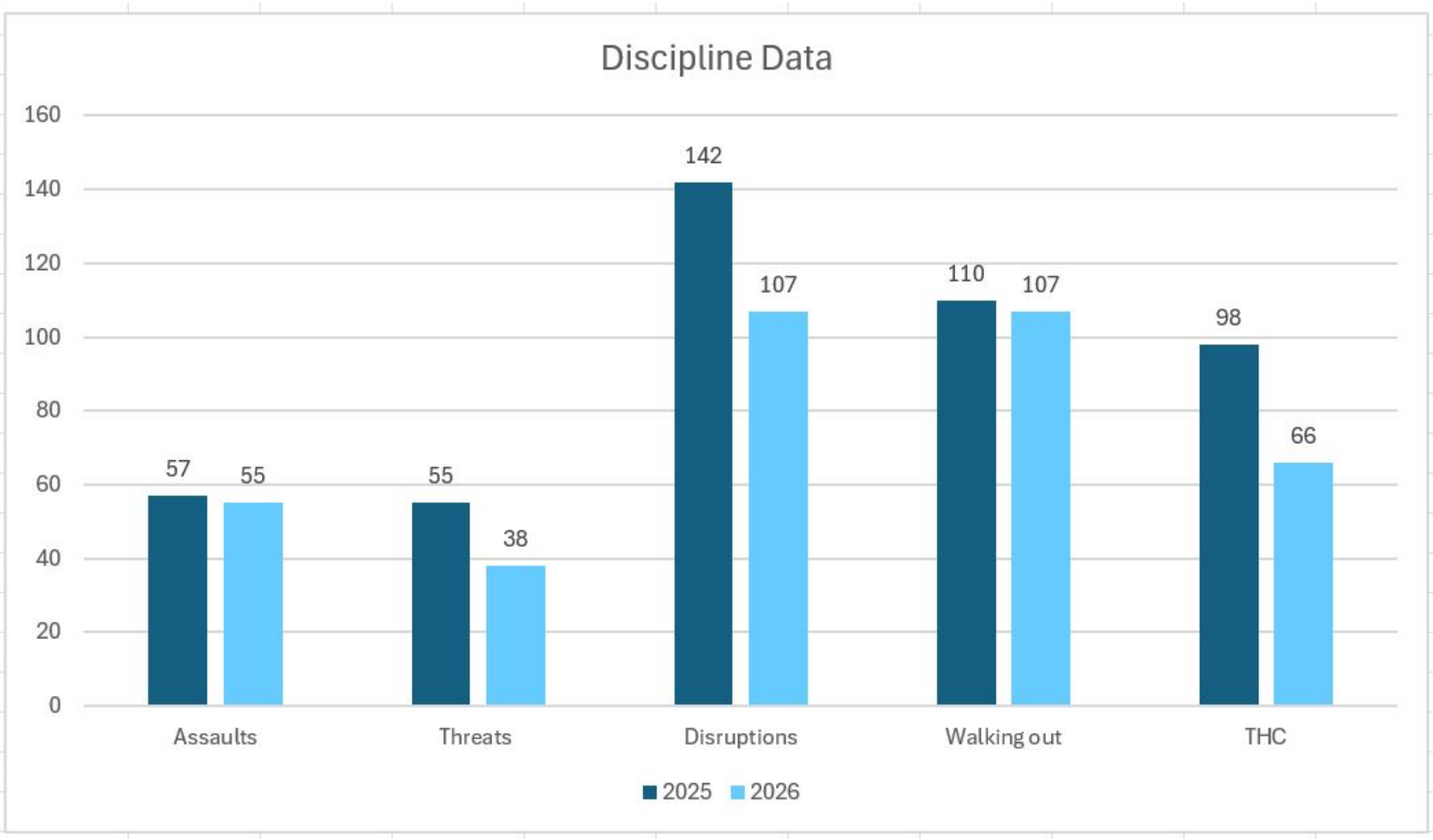
Discipline Referral Trends

2024-2025 Data Set



2025-2026 Data Set




Discipline Data
160
140
120
100
80
60
40
20
0
57
55
55
38
142
107
110
107
98
66
Assaults
Threats
Disruptions
Walking out
THC
2025
2026

Threat Assessment Data Analysis

Year	Minimal/Low	Moderate	High	Total
24-25	32	35	9	76
25-26	5	7	13	25



Student Services and MTAT Community Partners

- APD School Violence Prevention Program Coordinator
- School Resource Officers
- APD Behavior Law Enforcement Unit (BLEU)
- APD Youth and Family Services
- My Health My Resources (MHMR)
- Multisystemic Therapy (MST)

The Behavior Support

District Behavior Support Team 25-26 Goals

Strategically Build the Capacity of First Year Teachers

- Six total cohorts classified by employee start date
- Learning strands to support successful behavior systems in the classroom
- Supplements campus support

Build Capacity with Campus Behavior Support Teams (PBIS Teams)

- Empowering campus staff to utilize their roles at full effectiveness
- Four exemplar teams being developed at Bowie HS, Nichols JH, Ashworth Elementary, Atherton Elementary

Meeting Campus Needs by Building Capacity Around Behavior Support Action Plans (BSAP's)

- Support the campus area that is the highest priority based on data
- Supported by a Campus Data Scoreboard for each campus that tracks effectiveness toward our goals
    - Examples: Conflict resolution systems, increasing kindness and respect, building a Campus Behavior Support Team, In-school suspension systems of support

Our Team


District
Behavior Support Team
ANGELA HERNANDEZ
KARLA MINGO
LATOYA PIERRE
JOSH CHURCH
KELLY BROWN
DR. LESLIE GRIFFIN
DR. SUSANNE YORK
JULIA TINOCO
ANDREA PACK
KAI SMITH
MORGAN ALEXANDER
MAYRA TOVAR

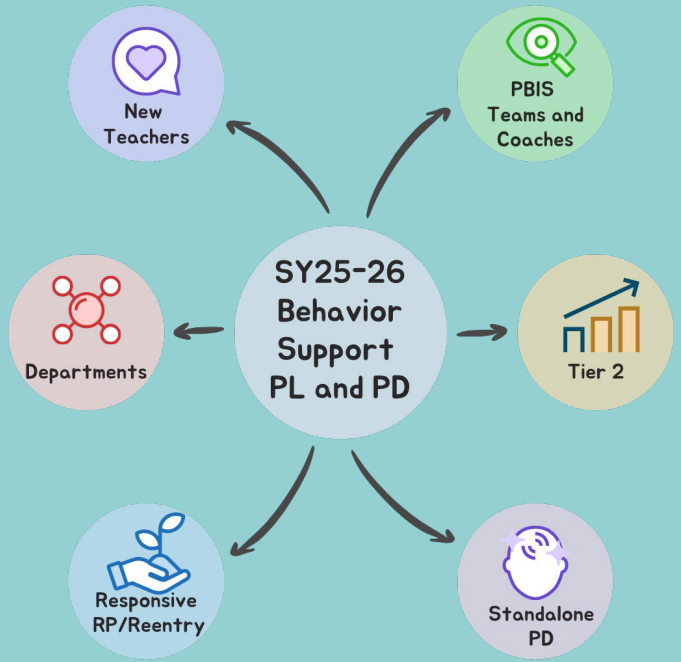
Current Reality

Milestones

- Supported the system in reducing referrals in 24-25 by 28% compared to prior year
- Supported BOY PL and our September 19 PL day with an intentional focus on new teachers
- Built our own capacity around PBIS systems for Tier 2 support
- Built our capacity around Character Strong implementation
- Established our through line to students that is focused on capacity building



Overview of Who and How We Support





Professional Learning Focus

Year long PL plan includes capacity building of:

- All teachers
- First year teachers
- Admin leading campus behavior support
- Campus Behavior Support Teams
- Principals
- School counselors
- Tier two supports
- In school suspension Staff

DBST PL Plan (SY 26)

(as of September 18, 2025)

	PL Topic	Target Audience	Purpose	When/How Delivered
Aug-Feb	Class Reintegration	All Teachers	Responsive RP practices	In person: DW PL Days and 5-Embedded Days in person
	FYT-Cohorts 1-6	FYT (based on hire date)	Classroom management	
July/Aug	BOY PBIS PL TOT	PBIS Administrator	Levelset teachers to campus behavior systems	-Virtual and In-person - July 29th and 30th
	PBIS 101	NEW PBIS Team Leaders and Administrators	Orient new admin and TL to PBIS in AISD	-Virtual -August 26th and 28th
Sept	Role Specific PL	PBIS Team Roles: All Team Leader, New Teacher Expert, Behavior Expert, and Data Expert	Review roles/ responsibilities related to conducting effective data-based team meetings	-In-Person, after-school -Sept. 23rd or 30th
Oct	Campus PBIS Team Training	Campus Teams	-Implementation Fidelity/ MOY score by 12/ -Core 4 & Me Review -SEL resources -PL development tips	-In-Person, during the day -Oct. 29th (LC A/B) -Oct. 30th (LC C/D)
Nov	Campus PBIS Team Training	Campus Teams	-Implementation Fidelity/ MOY score by 12/ -Core 4 & Me Review -SEL resources -PL development tips	-In-Person, during the day - Nov 4th: JH/HS. LCs
	SEL Overview for Principals	Principal	-CS Tier 1 implementation -Addressing teacher buy-in and motivation	-1-hour prin. Mtg by CS -November 11th
	Role Specific PL for team SEL Expert	School Counselor (team SEL expert) and PBIS AP	Review the role/responsibility of SEL expert, including CharacterStrong campus PL deck and delivery to teachers by Jan. 6	-In-person, 3-hour PL -TBD: November 11th (pm) -TBD: November 18th (am or pm)
Dec	Coaching PBIS in the Classroom	Principal-identified personnel	Consultative approach to coaching teachers in classroom mgmt	-In-Person, during the day -TBD
Jan	Tier 2 Implementation	10 volunteer campuses (based on CS Tier 1 usage)	-Tier 2 Teaming/Systems -Interventions/Practices - Data	-In-person, all day by CS -TBD: Jan 28th)
	Coaching PBIS in the Classroom	Principal-identified personnel	Consultative approach to coaching teachers in classroom mgmt	-In-Person, during the day -TBD
	Behavior Response	-ISS/DAEP teachers -DAEP transition specialists	Using CS to develop reflective and re-entry plans for ISS/DAEP students.	-Virtual -TBD (possibly Jan 6)
Feb	Coaching PBIS in the Classroom	Principal-identified personnel	Consultative approach to coaching teachers in classroom mgmt	-In-Person, during the day -TBD



DISCUSSION

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Michael Hill, Ed. D

Board Agenda Presented for: **Action:** ☐ **Report:** ☑ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Transportation Report - Beginning of Year Transportation Report

District Priority / Goals Addressed

This report addresses the District's Priority of Talent & Resources. We strive to maximixe our resources to promote a thriving district while maintaining sound fiscal responsibility. This report will provide insight on work being done within the Transportation Department to move toward that outcome.

Background

The District is committed to providing operational supports to meet the needs of students and ensure they have an exceptional experience. To that end, the Transportation Department has been collaboratively working to ensure that those needs are being met in an efficient manner. We have worked to specifically address areas in efficiencies and overall communication and responsiveness from the department.

Fiscal Implications

N/A

Recommendation

N/A

Submitted by: 

Date: September 23, 2025

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CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Transportation Report: Beginning of Year Progress

Michael A. Hill, Ed.D.-Chief Operations Officer

PURPOSE

This presentation is intended to provide an update on District Transportation for the 2025 school year.

MEET THE TRANSPORTATION TEAM



Jason Gillis
Director



Dennis Johnson
Manager



Ian Powell
Systems Manager



Jamal Hervey
Fleet Manager



Debbie Swenson
Compliance Specialist

ARLINGTON ISD
2024-2025 PRIORITIES



ACADEMIC GROWTH

Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.



CULTURE

Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.



SAFETY & DISCIPLINE

Create safe and productive learning environments in which every student and staff member can thrive.



MARKETING & ENGAGEMENT

Involve families and community stakeholders as valued partners in student learning.



TALENT & RESOURCES

Maximize our resources and people to promote a thriving district while maintaining sound fiscal management.

Student Ridership

- Regular Education: 4300 Riders
- Special Education: 800 Riders
- Families in Transition: 100 Riders
- Career Tech Center: 1200 Riders
- Mid-Day Shuttles: 375 Riders



1500+ Special Trips

Since August 13







Staffing in Partnership with Human Resources

Through September 15:

- Drivers:190/206 or 92% filled compared to 56 openings last year.
- Attendants: 92/93 or 99% filled compared to 24 openings last year.
- Mechanics: 23/25 or 92% filled compared to 6 openings last year.
- Leadership Staff: 28/29 or 97% filled compared to 4 openings last year.
- Driver attendance is at 96%





Fleet Report

- 117 Regular Ed buses
- 109 Special Ed buses
- 40 Activity buses

Auction/Purchase Report

- 30 buses auctioned YTD (age & miles)
- 40 buses purchased by end of October



Administrator/Parent Feedback



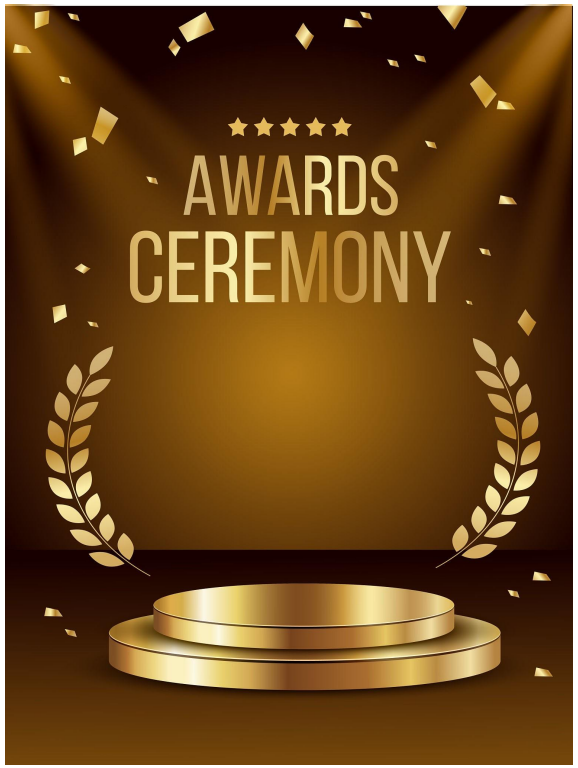
Jason- good afternoon! I just wanted to let you know that we have seen such an improvement in the transportation department. Thank you so much for all that you have done to support these changes and improvements. It definitely is helping, and I just wanted to let you know it is noticed and appreciated! 😀

I just wanted to say whatever changes y'all made, as a parent I can definitely see the improvement. I really just wanted to say thank you for that because I can be quick to complain, I want to be just ask quick to give you and your department kuddos for all the hard work you all have put in to make the start of our little ones day successful....

Your actions today demonstrated exactly what we hope to see in every one in AISD - doing our very best to ensure ALL of our students have the best educational experience.

Department Recognitions

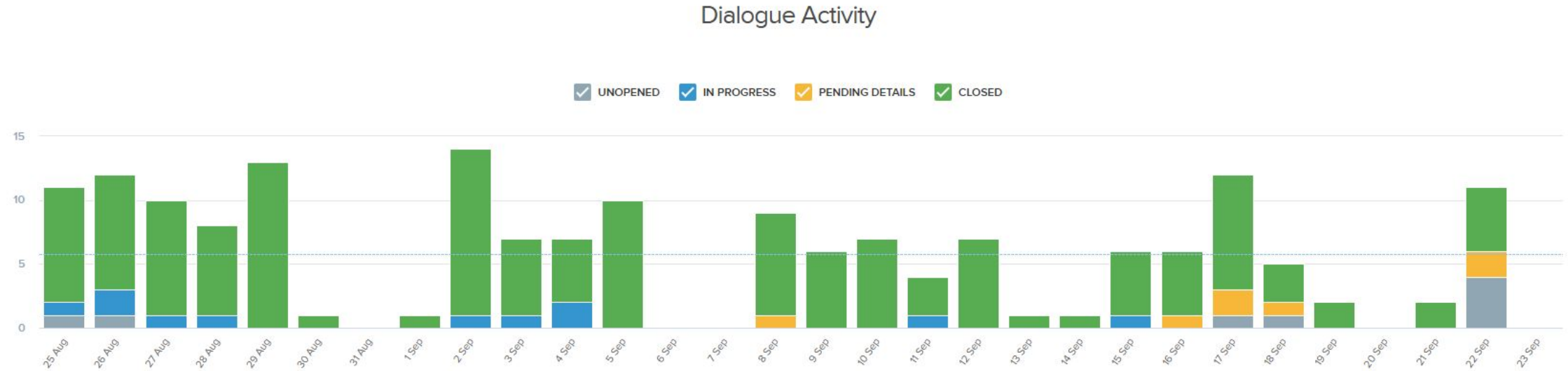
2025 Driving Concern Employer Traffic Safety Award

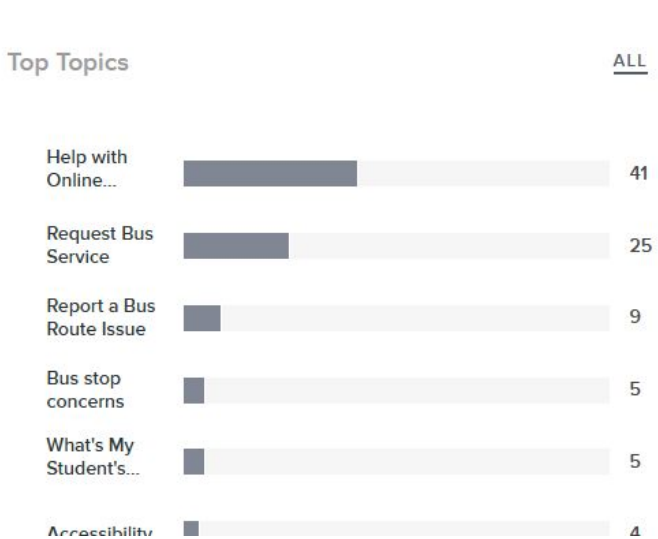




2025 Pathfinder Award presented by Texas Association of School Business Officials-November

Comprehensive Customer Service Platform





Over 2500 ChatBot responses to questions that would have required a person to answer a phone.

DISCUSSION



Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Holly Stambaugh

Board Agenda Presented for: **Action:** ☐ **Report:** ☑ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Employee Childcare Report

District Priority / Goals Addressed

The purpose of this report is to provide information on an Arlington ISD employee childcare benefit proposed to promote recruitment, retention of staff and to foster a student pipeline beginning with the childcare program. This item supports the district priority of maximizing Resources to promote a thriving district.

Background

This employee childcare benefit will provide employees with a safe, enriching environment for their children ages 6 weeks to 3 years. This will also support staff with a cost-efficient option for childcare, while promoting recruitment and retention.

Fiscal Implications

The estimated cost is $10,430,975 predominantly to support startup and facility remodeling costs for the childcare centers.

Recommendation

N/A

Submitted by: Scott Kahl

Date: September 23, 2025

ACADEMIC GROWTH
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CULTURE
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SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Employee Child Care Program Report

Holly Stambaugh/Senior Director of Human Resources

PURPOSE

The purpose of proposing an Arlington ISD Employee Childcare Benefit is to promote recruitment and retention of staff and to foster a student pipeline beginning with the childcare program.



Recommendation for Childcare Benefit

- This childcare benefit will help employees to provide a safe and enriching environment for their infants and toddlers (ages 6 weeks to 3 years)
- This model will support staff by providing a cost efficient and convenient place for their children
- This model has reduced the impact of facility costs on childcare tuition and does not have the necessity of a profit margin required in the private sector



History of Leave Data

- 120 combined maternity and paternity requests on average over the last 3 years
  - Sherrod proximity ~ 36 requests
  - Hale/Beckham proximity ~ 60 requests
  - Miller proximity ~ 24 requests
- Estimate approximately 360 AISD staff members' children are eligible for childcare services between 6 weeks – 3 years of age



Local Market Data

- Market analysis conducted for neighboring childcare facilities

Childcare Facilities	Infant Monthly cost
Children's Courtyard	$1,425
Childcare Network	$1,256
Little Tykes Creative Childcare	$1165
Xplor	$1,516
KinderCare	$1,213
Mansfield	$910

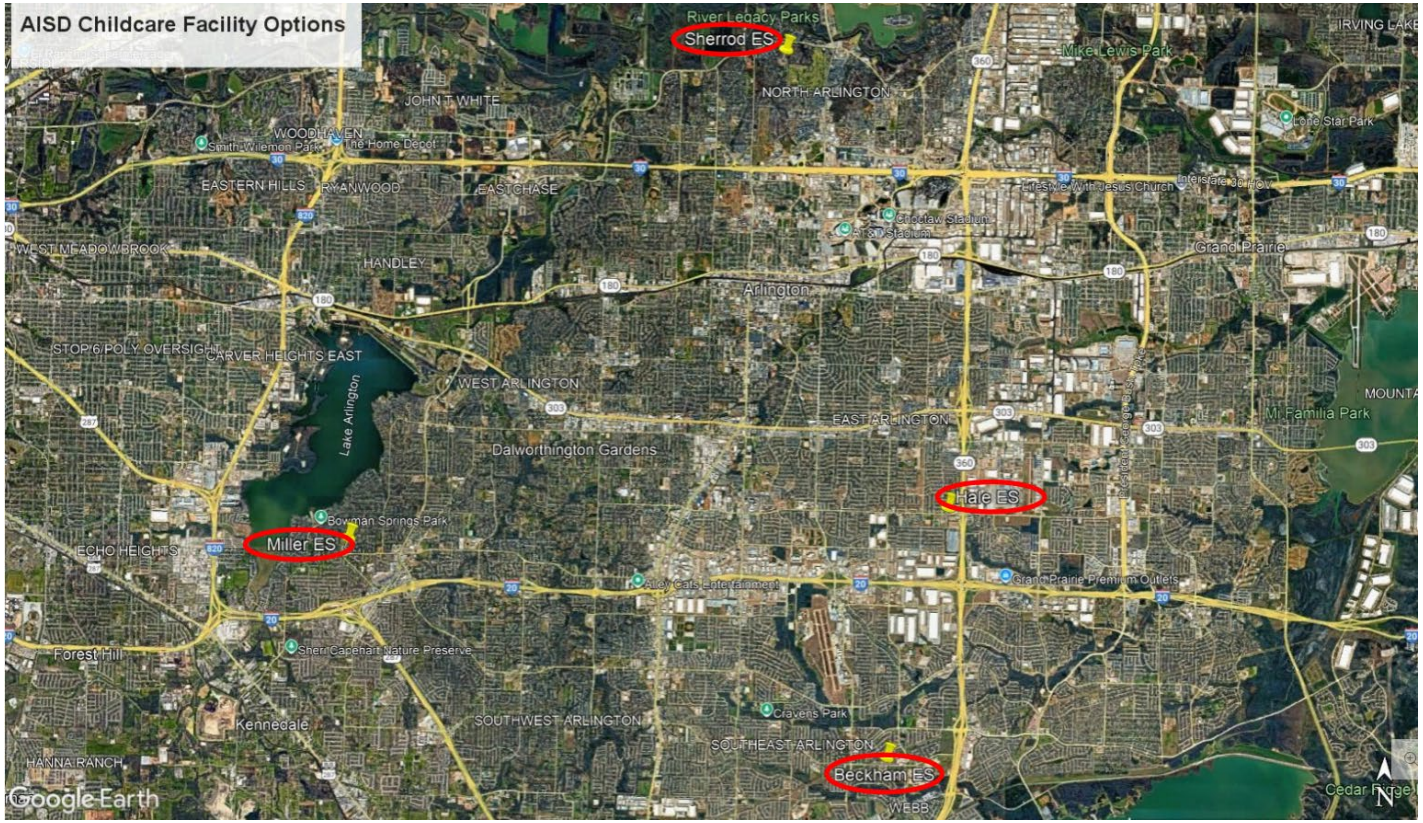
- Findings indicate average monthly childcare expense of **$1,247.50**
- Goal: Reduce average monthly childcare cost to $900 per month for infants and $850 per month for ages 12 months - 3 years
- Parents can choose to add breakfast and lunch for $2.50 each

Possible AISD Childcare Benefit Sites

1. Sherrod Elementary
   - Recommended; Location in North Central Arlington
   - Comprised of 3 classrooms
   - Smaller scale childcare facility
   - Capacity ~ 45 children
   - 36 maternity and paternity requests on average

2. Hale/Beckham Elementary
   - Recommended; Location in Southeast Arlington
   - Has the capacity to put 6+ classrooms with additional room for expanding the program.
   - Capacity ~ 80+ children depending on design and development

3. Miller Elementary
   - Alternative option located on the far west of district boundaries. 27 maternity and paternity requests on average

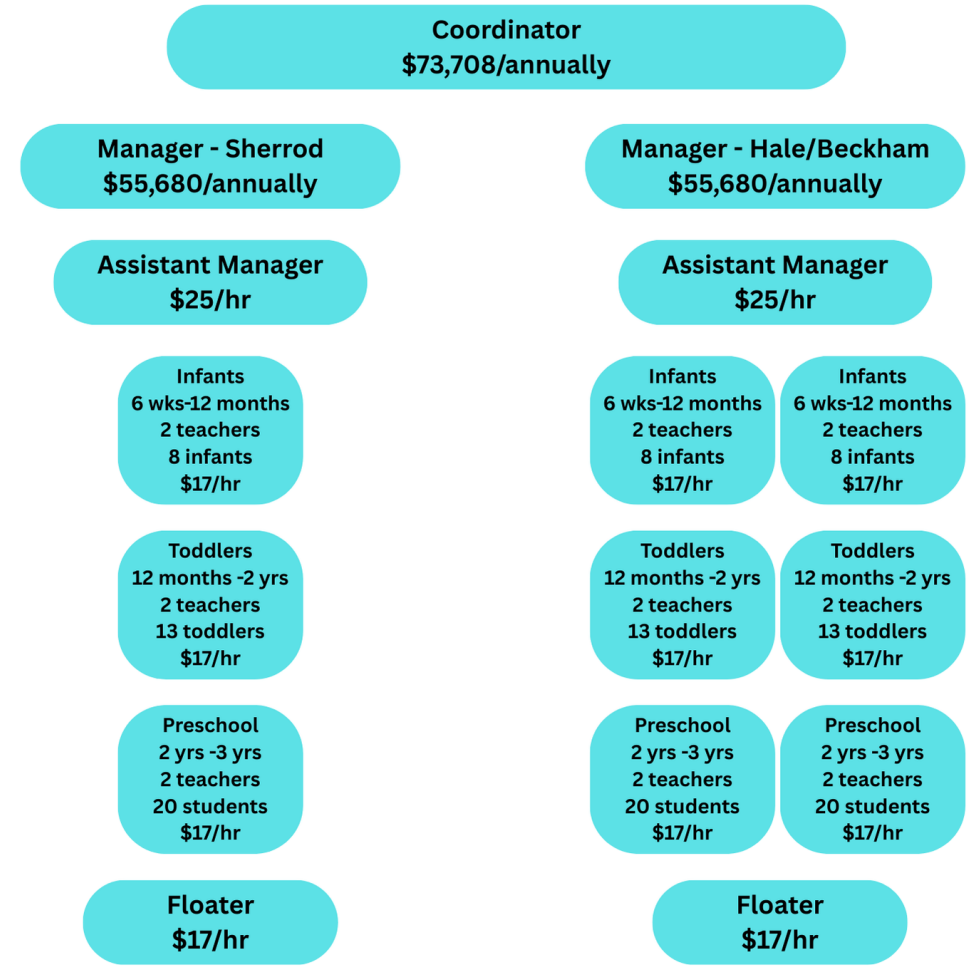


State Mandated Ratios

- Classrooms will be structured to accommodate age-specific needs and State of Texas licensing ratio requirements
- Each proposed campus site will designate three or more classrooms for childcare services.

Age Group	Teacher per Child Ratio	Teacher per Child Ratio
0 –12 Months	1:4	2:8
12 – 24 Months	1:5	2:13
2 – 3 Years Old	1:9	2:20

Proposed Childcare Staffing Model



Salary estimates are based on market-based competitive pay. Salaries offered may differentiate based on internal equity and experience.

Budget Estimate of Total Project Costs

- Total Project Cost Estimate (renovations and supplies): $10,430,975
- Staffing costs before facilities open: $301,580 (including estimated benefits)
- $387,500 projected revenue for Sherrod includes: 10 infants at $900 per month; 35 children 12 months to 3 years at $850 per month
- $732,500 projected revenue for Hale includes: 20 infants at $900 per month; 65 children 12 months to 3 years at $850 month
- Total Estimated Revenue: $1,120,000 (10 months of dues)
- Yearly Staffing cost estimate: $866,495 (12 months includes benefits)
- Annual estimated revenue after paying salaries: $253,505 (potential added revenue in summer months if childcare remains open)
- Flexibility to utilize bond funds contingent on Board approval
- The 2019 Bond program was under one general bond proposition and did not require projects to be adopted



DISCUSSION



Appendix

Budget Estimation on Total Project Costs

Sherrod:

- Total Renovation is approximately 7,575 sq. feet of interior and exterior space
- Total Renovation and architect fees = $2,685,000
- Startup costs (cribs, supplies, snacks) ($77,000)
- Total Project Cost Estimate = **$2,714,500**

Hale/Beckham:

- Total Renovation is approximately 21,550 sq. feet of interior and exterior space
- Total Renovation and architect fees = $7,639,475
- Startup costs (cribs, supplies, snacks) ($77,000)
- Total Project Cost Estimate = **$7,716,475**

Miller: (alternative option):

- Total Renovation is approximately 7,820 feet of interior and exterior space
- Total Renovation and architect fees = $2,772,190
- Startup costs (cribs, supplies, snacks) ($77,000)
- Total Project Cost Estimate = **$2,849,190**

Childcare Facilities in DFW

- Irving ISD new construction cost:
  - Baby South University: $10,989,471 (sq. ft 17,800)
  - Baby North University: $10,498,285 (sq. ft 15,500)
- Richardson ISD childcare with underutilized facilities cost:
  - Little Mustangs: $2,000,000 completed in March 2024 (sq. ft 5,600)
  - Little Eagles: $2,000,000 completed in March 2024 (sq. ft 5,400)
  - Little Rams: $4,000,000 completed in July 2025 (sq. ft 23,500)
  - Little Wildcats: $4,000,000 completed in July 2025 (sq. ft 23,500)

Classroom Optional Designs

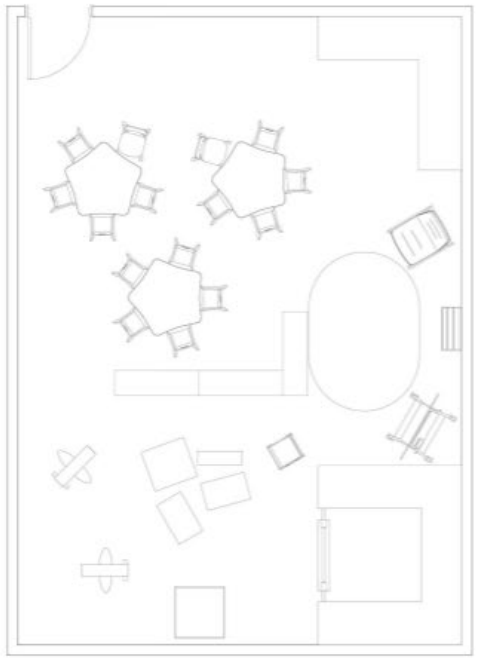




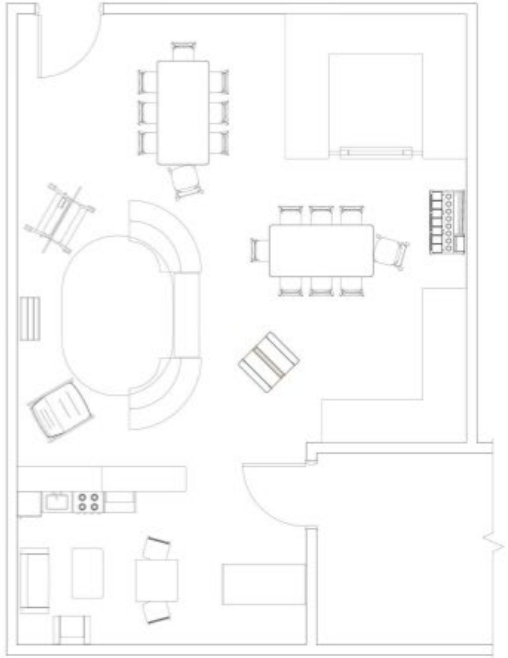












YOUNG INFANT CLASSROOM

OLDER INFANT CLASSROOM

YOUNG TODDLER CLASSROOM
18 - 24 MONTHS

OLDER TODDLER CLASSROOMS
24 - 30 MONTHS
30 - 36 MONTHS

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Wm. Kelly Horn

Board Agenda Presented for: **Action:** ☑ **Report:** ☐ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Capital Needs Steering Committee (CNSC) Charge

District Priority / Goals Addressed

The CNSC charge to the committee of District stakeholders will provide guidance for developing, reporting and recommending capital needs of the District to the Board of Trustees for consideration to call a future bond referendum.

Background

The CNSC is comprised of thirty-eight community stakeholders from inside and outside of the District charged by the Arlington ISD Board of Trustees to evaluate the District's facilities and other supporting operations to determine capital needs for successful long-term operations necessary to support student learning. The CNSC charge is to identify existing and newly discovered capital needs and to review unaccomplished needs from the 2019 Bond Program and reconsider capital needs identified as a part of the 2018 Facilities Assessment master planning efforts. The CNSC will develop and present a final report in January of 2026 for Board of Trustee consideration.

Fiscal Implications

None.

Recommendation

Administration recommends the Board approve the charge to the Capital Needs Steering Committee as presented.

Submitted by Michael Hill **Date:** September 23, 2025

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Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

2025 CAPITAL NEEDS STEERING COMMITTEE

Purpose

The purpose of the 2025 Capital Needs Steering Committee ("Committee") is to provide recommendations to the Arlington ISD Board of Trustees ("Board") for prioritized facility and identified capital needs through 2029 to support the District's strategic plan.

Authority

The Committee shall operate strictly within the charge approved by the Board.

The Committee shall serve in an advisory capacity to the Board and shall not assume the responsibilities or duties of the Board or the administration.

The Committee shall consider District capital needs from the 2019 Bond Program which may not have been accomplished for various reasons and additional projects which may benefit the District, as well as, capital needs previously identified as a part of the 2018 Facilities Assessment for master planning consideration.

Committee Membership

The Committee shall be comprised of a maximum of thirty-eight (38) members approved by the Board. At the discretion of the Board, committee membership may include:

- Three AISD Trustees (ex-officio members of the Committee)
- Twelve parents – two from each of the six high school networks. Individuals serving the Committee in this capacity must reside within their respective network attendance zone.
- Three AISD principals – one representing each grade span
- Three AISD teachers – one identified by each of the three teacher associations (ATPE, TSTA, and UEA)
- Three AISD employees (non-administrative employees)
- Three individuals representing the business community
- One city representative identified by the City of Arlington
- Two AISD students - selected from the Student Leadership Advisory Board
- Six at-large representatives who are not AISD employees
- Two college/university representatives – one identified by Tarrant County College, and one identified by the University of Texas at Arlington

Individuals serving on the Committee in the membership categories of parents, at-large and non-administrative AISD employees must live within the AISD boundaries and pay property taxes, if applicable, to the Arlington Independent School District to be eligible for Committee membership.

Committee Appointment and Term

Every application received by the Board will be given careful consideration. The final selection will be determined by the Board.

The Committee shall represent all citizens, all students, all school campuses, and all taxpayers within the boundaries of the Arlington ISD.
The Committee shall operate within applicable AISD policies and regulations and applicable law.

The Committee shall consider and acknowledge the District's strategic plan to ensure all recommendations are aligned with the plan.

All meetings of the Committee and its subcommittees shall be open to the public for observation. Committee functions will be limited to those approved to be on the committee.

Committee Officers and Duties

The Board shall appoint a Committee Chairperson(s) to serve at the will of the Board.

Committee meetings will be facilitated by District Administrators and a bond planning consultant.

The AISD administration shall be available to the Committee as required, but within limitations imposed by the administration's daily duties.

The Committee shall provide interim progress reports to the Board as appropriate.

Committee Member Expectations

Each Committee member will be asked to make a firm commitment to attend all Committee meetings, to visit district facilities as needed, and to participate in the final consensus report to the Board. Committee members shall miss no more than one steering committee meeting and one subcommittee meeting to be eligible to vote on the recommendations compiled by the Committee.

A majority of the Committee membership must be present at scheduled meetings for the Committee to conduct business.

All decisions of the Committee shall be made by majority vote of those in attendance who are eligible to vote.

The Committee will begin its duties in October 2025. The target date for completion of responsibilities will be January 8, 2026. This completion of responsibilities will come in the form

of a final report to the Board and Superintendent from the Committee Chairperson. This report will be made at a meeting of the Board. Upon completion of its responsibilities, the Committee's charge will expire, and the Committee will no longer exist.

Actions taken by the Board on the recommendations presented by the Committee could include approval, amendment, alteration, or non-approval of any or all final recommendations.

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Wm. Kelly Horn

Board Agenda Presented for: **Action:** ☑ **Report:** ☐ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

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Fiscal Implications

None.

Recommendation

Administration recommends the Board approve the charge to the Capital Needs Steering Committee as presented.

Submitted by Michael Hill **Date:** September 23, 2025

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Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

2025 CAPITAL NEEDS STEERING COMMITTEE CHARGE

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The Committee shall provide interim progress reports to the Board as appropriate.

Committee Member Expectations

Each Committee member will be asked to make a firm commitment to attend all Committee meetings, to visit district facilities as needed, and to participate in the final consensus report to the Board. Committee members shall miss no more than one steering committee meeting and one subcommittee meeting to be eligible to vote on the recommendations compiled by the Committee.

A majority of the Committee membership must be present at scheduled meetings for the Committee to conduct business.

All decisions of the Committee shall be made by majority vote of those in attendance who are eligible to vote.

The Committee will begin its duties in October 2025. The target date for completion of responsibilities will be January 8, 2026. This completion of responsibilities will come in the form

of a final report to the Board and Superintendent from the Committee Chairperson. This report will be made at a meeting of the Board. Upon completion of its responsibilities, the Committee's charge will expire, and the Committee will no longer exist.

Actions taken by the Board on the recommendations presented by the Committee could include approval, amendment, alteration, or non-approval of any or all final recommendations.

Committee Charge

The 2025 Capital Needs Steering Committee is charged with the following:

- Review internal and external background information including the District's strategic plan, demographics data, educational standards, findings from a comprehensive facilities assessment, and future education trends to understand the impact these issues will have on the District's facilities and capital needs.

- Engage the community in dialogue regarding future direction and take public input on facilities and identified capital needs of the district to support the District's strategic plan.

- Analyze, prioritize, and recommend options and funding needs through 2029 for facilities and identified capital needs of the district to support the District's strategic plan.

- Establish and organize subcommittees, as appropriate, to research and analyze capital needs of the district to support the District's strategic plan.

- Provide interim progress reports to the Board as appropriate.

- Agree by majority vote of the committee members present and eligible to vote upon all final recommendations to be presented to the community and to the Board.

- Issue to the Board a final report no later than January 8, 2026, including a set of comprehensive proposals that could be incorporated into a possible future bond election to be called by the Board at a later date.

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Dr. Jennifer Collins

Board Agenda Presented for: **Action:** ☑ **Report:** ☐ **Consent:** ☐

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: 2025-2026 District Key Progress Measures

District Priority / Goals Addressed

The purpose of this presentation is to engage trustees in dialogue around the recommended 2025-2026 Arlington ISD Key Progress Measures, ensuring alignment with our five district priorities.

Background

In previous board meetings, trustees have engaged in thoughtful dialogue regarding district priorities. Following the approval of the 2025-2026 District Improvement Plan Performance Objectives at the last meeting, the administrative staff initiated discussions to identify objectives and strategies that warrant designation as Key Progress Measures (KPMs). Moving forward, the administrative team will center upcoming board workshops and presentations on these KPMs, which represent the district's most significant areas of focus.

Fiscal Implications

N/A

Recommendation

Administration recommends the approval of the 2025-2026 District Priorities and Key Progress Measures.

Submitted by: **Date:** September 30, 2025

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RESOURCES
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Arlington
INDEPENDENT SCHOOL DISTRICT

KEY PROGRESS MEASURES

Matt Smith, Ed.D. & Jennifer L. Collins, Ed.D.

PURPOSE

Provide the Board of Trustees with a draft of the 2025–2026 District Priorities and Key Progress Measures for consideration.

ARLINGTON ISD
2025-2026 PRIORITIES



FORMAT OF PRIORITIES & KPMS

PRIORITY STATEMENT

Big, broad transformational statement that points us in a direction.

GOAL

Strategic, high-level, and often inspirational outcomes we aim to achieve.

KEY PROGRESS MEASURES

The administrative team has developed annual targets in SMART goal format for Board consideration. When possible, these KPMs will be lead measures that help our organization strive toward our priorities.

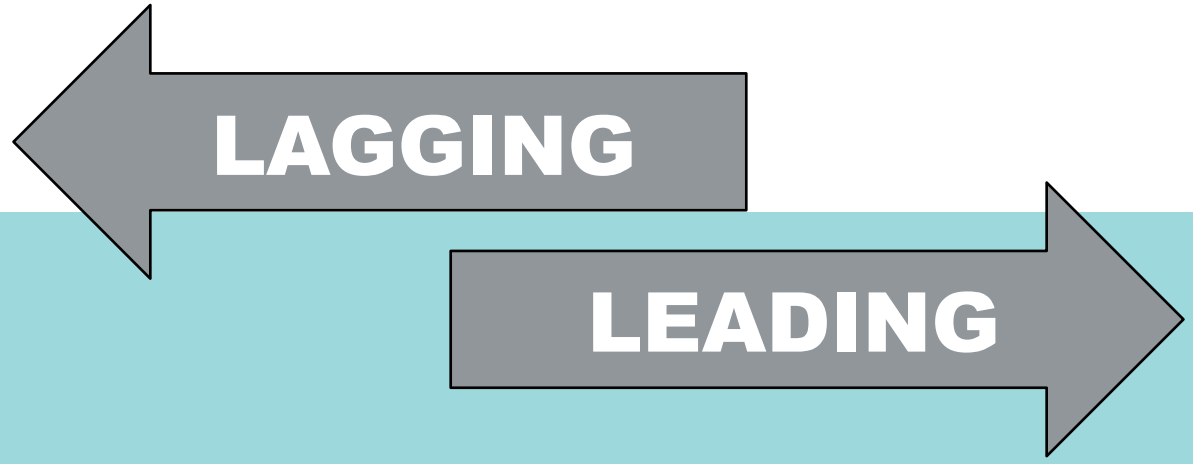
ARLINGTON ISD
2024-2025 PRIORITIES

PRIORITY	DEFINITION	KEY PROGRESS MEASURE
ACADEMIC GROWTH	*Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.*	1. *Conduct a Curriculum Management Audit and present actionable insights to the Board by the end of the 2024-25 school year.* 2. *Meet the Board adopted House Bill 3 goals related to 3rd grade reading and mathematics and CCMR by August 2025.*
CULTURE	*Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.*	1. *Design a district-wide professional learning plan that aligns with district priorities by April 15, 2025.* 2. *Increase our employee retention satisfaction index score from 3.9 to 4.0 by June 2025.*
SAFETY & DISCIPLINE	*Create safe and productive learning environments in which every student and staff member can thrive.*	1. *By January 1, 2025, collaboratively design and implement behavior support action plans aligned to individual campus needs to be implemented during the spring semester.* 2. *Increase the Procedural Effectiveness factor score from the Campus Safety Working Conditions domain on the Arlington ISD Staff survey from 3.9 to 4.1 by June 2025.*
MARKETING & ENGAGEMENT	*Involve families and community stakeholders as valued partners in student learning.*	1. *Develop a comprehensive marketing plan by April 2025.* 2. *Arlington ISD will increase our net promoter score from our annual parent survey from 39% to 41%.*
RESOURCES	*Maximize our resources to promote a thriving district while maintaining sound fiscal management.*	1. *Develop an agreed upon campus needs index using key metrics for strategic staffing and resource allocation by March 1, 2025.*

ARLINGTON ISD

2025-2026 PRIORITIES

PRIORITY	DEFINITION	KEY PROGRESS MEASURE
ACADEMIC GROWTH	*Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.*	
CULTURE	*Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.*	
SAFETY & DISCIPLINE	*Create safe and productive learning environments in which every student and staff member can thrive.*	
MARKETING & ENGAGEMENT	*Involve families and community stakeholders as valued partners in student learning.*	
RESOURCES	*Maximize our resources to promote a thriving district while maintaining sound fiscal management.*	



LAG MEASURES	LEAD MEASURES
●Measures output	●Measures input
●Easy to measure	●Difficult to measure
●Results of the past	●Predictive of future performance
●Unresponsive and hard to change	●Responsive to team actions

ACADEMIC GROWTH

Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

1. Meet all HB 3 Goals for the 2025-26 school year. (Lag)
2. Implement Structured Literacy research-based practices in all K-3 literacy classrooms as documented by administrator classroom visits by April 30, 2026. (Lead)
3. Develop a Curriculum Management Plan that incorporates findings from the Curriculum Management Audit and begin implementation by April 30, 2026. (Lead)



CULTURE

Establish an inclusive culture of respect, support, and continuous improvement for all students, staff and families.

1. Increase our Net Promoter Score from 24 to 30 on the annual staff survey by June 15, 2026. (Lag)
2. Engage students, staff, and families in clearly defining the desired student experience in Arlington ISD by March 30, 2026. (Lead)
3. Reduce the number of campuses having a D or F rating in the state accountability ratings by 50% or more by August 2026. (Lag)

SAFETY & DISCIPLINE

Create safe and productive learning environments in which every student and staff member can thrive.

1. Increase the Procedural Effectiveness factor score from the Campus Safety Working Conditions domain on the annual staff survey from 4.0 to 4.1 (of 5.0) by June 15, 2026. (Lag)
2. By January 30, 2026, 100% of campuses will implement their behavior support plan with fidelity as evidenced by observation and coaching with the Office of School Leadership. (Lead)

MARKETING & ENGAGEMENT

Involve families and community stakeholders as valued partners in student learning.

1. Increase our Net Promoter Score from 41 to 42 on the annual parent/family survey. (Lag)
2. Measure the impact of a targeted marketing campaign to re-engage families that have chosen charter school options by March 30, 2026. (Lead)

TALENT & RESOURCES

Maximize our resources and our people to promote a thriving district while maintaining sound fiscal management.

1. Reduce the general fund budget deficit by 33% by June 16, 2026 while maintaining the general fund operating fund balance threshold at 25% and maintaining 60% of total adopted budgeted funds in Instruction and Instruction-Related Services (Functions 11, 12, and 13). (Lag)
2. Develop and implement a comprehensive program evaluation process that directly supports our district priorities by March 30, 2026. (Lead)

DISCUSSION

ARLINGTON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES

Regular Meeting — September 18, 2025
5:00 p.m.

Members Present: Justin Chapa, Sarah McMurrough, Brooklyn Richardson, Melody Fowler, Larry Mike, David Wilbanks, Leanne Haynes

Members Absent: None

Media Present: None

CALL TO ORDER: Room 401

President Chapa called the meeting to order in room 401 at 5:00 p.m. with all seven trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas.

WORKSHOP:

A. District Priority Workshop: Culture- Professional Learning

Chief Academic Officer Dr. Steven Wurtz and Professional Learning Director Ginger Cole-Leffel led a professional learning workshop with trustees and the administrative team. The session focused on reviewing the implementation of the professional learning plan, particularly the design of the five embedded learning days, and gathering board feedback to help guide future planning efforts.

CLOSED MEETING: Board Conference Room

President Chapa adjourned to closed meeting at 5:59 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.

RECONVENE INTO OPEN SESSION: Board Room

President Chapa convened the Board into the open meeting at 7:07 p.m. with all seven trustees in 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:

Jesan Manandhar led the audience in the Pledge of Allegiance. Mr. Chapa called for a moment of silence.

APPOINTMENTS:

Superintendent Smith recommended that the Board appoint the individual(s) discussed in closed session for the assistant principal(s) positions.

Motion by Melody Fowler, second by Brooklyn Richardson to approve the administrative appointments as recommended in closed session.

Voting For: 7
Voting Against: 0

Dr. Smith introduced:

Brandon Howard as the new assistant principal at Arlington High School. Howard was previously the assistant principal at Lamar High School.

Lizett Gonzalez as the new assistant principal at Moore Elementary. Guillen was previously an elementary instructional coach.

RECESS:

President Chapa adjourned the meeting at 7:16 p.m. for a brief recess. The meeting was reconvened at 7:26 p.m. with seven trustees in attendance.

OPEN FORUM FOR AGENDA ITEMS: None

REPORTS:

A. Finance and Academics Committee Report

Vice President Sarah McMurrough, chair of the Finance and Academics Committee reported that during their meeting they discussed Human Resources' plan on childcare for Arlington ISD Employees. The Finance department shared plans to begin working on a zero-based budget for the administration.

B. 2024-2025 Staff Survey Results Report

Dr. Natalie Lopez, Assistant Superintendent of Research and Accountability, reported that in spring 2025 AISD conducted its annual staff survey to gather feedback on safety, working conditions, decision-making, and staff retention and satisfaction. Results will be used to strengthen communication, support staff well-being, and foster a positive work environment.

C. Facility Improvement Planning Report

Kelly Horn, Assistant Superintendent of Facility Services, provided an update on the 2019 Bond Program. As final projects move into construction, the district is considering additional capital needs to enhance safety, security, and technology systems; strengthen transportation services; and provide fine arts equipment to support student success. He also noted the possibility of an intermediate "maintenance" bond to address special program needs and replace critical facility infrastructure.

D. txEDCON Report

Trustees attended the 2025 txEDCON conference last week in Houston, TX, and shared insights from their session presentation "*Be the Culture You Want to See*", as well as key takeaways from other sessions they joined.

PUBLIC HEARING:

President Chapa opened the Public Hearing regarding the 2024-2025 FIRST Rating at 8:10 p.m.

Interim Chief Financial Officer Norberto Rivas conducted a public hearing regarding the 2024-2025 FIRST Rating.

President Chapa closed the Public Hearing at 8:10 p.m.

ACTION:

A. Financial Futures Committee (FFC) Charge

Motion by Melody Fowler and second by Leanne Haynes, to approve the motion as presented.

Voting For: 7
Voting Against: 0

B. Financial Futures Committee (FFC) Charge

Motion by Trustee David Wilbanks, second by Trustee Larry Mike to table the Financial Futures Committee (FFC) Charge.

Voting For: 3
Voting Against: 4

For:	Against:
Fowler	Richardson
Mike	McMurrough
Wilbanks	Chapa
Haynes	

Motion to table the Financial Futures Committee (FFC) Charge failed.

Motion from Trustee Leanne Haynes second by Trustee Sarah McMurrough to approve as presented.

Voting For: 7
Voting Against: 0

C. Adoption of District Performance Objectives and HB3 Goals

Motion by Trustee David Wilbanks, second by Trustee Melody Fowler to approve as presented.

Voting For: 7
Voting Against: 0

D. Adoption of Campus Performance Objectives

Motion by Trustee Sarah McMurrough second by Trustee Brooklyn Richardson to approve as presented.

Voting For: 7
Voting Against: 0

E. Adoption of Arlington ISD Values and Beliefs

Trustee Brooklyn Richardson made a motion to amend the language under Strong Partnerships, changing the word “parents” to “families.” The motion was seconded by Trustee Larry Mike.

Voting For: 7
Voting Against: 0

CONSENT ITEMS:

A. Approval of Minutes of Prior Meetings

B. Approval of Bids

C. Approval of Approval of Monthly Financial Report - July

D. Approval of Approval of Donations

E. Approval of Salvage

F. Approval of the Continuation of the Interlocal Agreement between Arlington ISD and the University of Texas at Arlington STEM and Dual Credit Courses

G. Approval of the Career & Technical Education (CTE) new innovative courses listing

H. Approval of Policy Review Session: Local Policies

I. Approval of the Tarrant County College District, Arlington Independent School District, and Texas Wesleyan University Pathways in Technology (P-TECH) Enrollment Memorandum of Understanding

J. Approval of the ESC Region XI 2025-2026 Every Student Succeeds Act (ESSA), Part C Consolidated State Administrative Set-Aside (SSA) Memorandum of Understanding

K. Approval of the Selection Method of Procurement for 2019 Bond Program, Phase IV, Bid Packages 1-12 Construction Projects

L. Approval of the Selection of Method of Procurement for 2019 Bond Program, Phase V, Bid Packages 1-18 Construction Projects

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

N. Approval of University of Texas at Arlington (UTA) Facility Usage Agreement of Maverick Stadium for the Dean Corey Extravaganza

Motion by Trustee Melody Fowler, second by Trustee Larry Mike, to approve the consent agenda items as presented, with the exception of Item K.

Voting For: 7
Voting Against: 0

Motion by Trustee David Wilbanks, second by Trustee Melody Fowler, to approve consent agenda Item K previously withdrawn.

Voting For: 7
Voting Against: 0

OPEN FORUM FOR NON-AGENDA ITEMS:

Syed Sayeda Spoke on Tarrant Appraisal District (TAD) Nominations.

SUPERINTENDENTS REPORT:

Dr. Smith's report highlighted several recent district celebrations. The Dallas Cowboys hosted a Play 60 flag football camp at Remynse elementary, giving students an unforgettable experience along with Cowboys-themed math workbooks. Rodriguez Junior High students explored cutting-edge technology through the Texas Mobile STEM Lab, while Wimbish World Language Academy kicked off Hispanic Heritage Month with music, dancing, and a conga line. The report closed by recognizing Seguin High School senior Adrian Contreras, named an NFL Latino Youth Honor Award finalist for his achievements on and off the field.

SCHOOL BOARD'S REPORT:

N/A

ADJOURNMENT:

President Chap adjourned the meeting at 9:38 p.m. The Board did not return to closed session.

END OF RECORDED MINUTES
September 18, 2025

Secretary **President**

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Lisa Phillips

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Approval of Purchases Greater Than $100,000

District Priority / Goals Addressed

Within the Board's priority of resources, this agenda item requests Board approval for purchases exceeding $100,000, as required by District Policy CH (Local).

Background

District policy mandates that all purchases exceeding $100,000 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.

Fiscal Implications

Funding for these items is available through the approved district budget under the designated departments and account codes (approximately $9.5 million).

Recommendation

It is recommended that the board approve the proposed purchases over $100,000 as presented. These purchases are essential to maintaining high standards of service, safety, and educational quality within the district.

Submitted by: Norberto Rivas **Date:** September 22, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Arlington Independent School District
FY26 Purchases Greater than $100,000 Report
Date: October 2, 2025

Control Number	AISD Department	Budget Owner	Vendor Name	Goods or Services	Fund Source	Estimated	Purchase Method
25-10-02-01	Technology	Pete Weydeck	Gaggle.Net	Services	Local	$140,000	1GPA Cooperative
25-10-02-02	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$167,310	25-66
25-10-02-03	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$167,310	25-66
25-10-02-04	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$152,295	25-66
25-10-02-05	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$147,290	25-66
25-10-02-06	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$136,565	25-66
25-10-02-07	Technology	Shane Smith	Virtucom, Inc.	Goods	Bond	$122,980	25-66
25-10-02-08	Facility, Planning and Construction	Kelly Horn	HP EnviroVision	Services	Bond	$818,769	25-66
25-10-02-09	Administration	Michael Hill	TYR Tactical	Goods (additional procurement authority)	Local	$27,000	TXMAS
25-10-02-10	Risk Management	Scott Kahl	Frost Insurance (Property Insurance)	Services	Local	$7,591,697	24-03
						$9,471,216	

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Lisa Phillips

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Approval of Bids

District Priority / Goals Addressed

Within the Board's priority of resources, this agenda item requests Board approval for awarding bids to support the procurement of goods and services.

Background

New bids presented on the Consent Agenda: 26-02c, 26-06c and 26-07.

Fiscal Implications

The approval of these bids is expected to impact the District's budgets by an estimated $11,275,000.

Recommendation

It is recommended that the Board approve the bids as outlines in the supporting documentation.

Submitted by: *Norberto Rivas* **Date:** September 22, 2025

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RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Arlington Independent School District
26-02c All-Purpose Supplies, Equipment & Services Qualifying Bid
Effective Dates: October 3, 2025- August 31, 2026

Participant Type	Participant Name	City	State
10287428	A RoJo Presentation	Waxahachie	TX
Not Set Up	A to Z Vending Solutions	Fort Worth	TX
10288748	Accessibyte LLC	Forest park	IL
10288828	Active Impressions	Fort Worth	TX
10287131	Advantage Access and Mobility	Fort Worth	TX
Not Set Up	Alley Cats Arlington	Arlington	TX
10284994	Antonio Young Freelance Writing	Mansfield	TX
10274159	Band Shoppe	Cynthiana	IN
10287601	Bridget Heos	Fairway	KS
12950000	Buck's Wheel & Equipment Co.	Fort Worth	TX
Not Set Up	Buttermilk Sky Pie Shop	Hickory Creek	TX
10289172	Caddy Shack	ARLINGTON	TX
12250000	Champion Teamwear	Dallas	TX
10288749	Christal Vision	San Antonio	TX
Not Set Up	Dahill Office Technology Corporation	San Antonio	TX
Not Set Up	Dave & Buster's Entertainment, Inc.	Coppell	TX
10289190	Dave Burgess Consulting, Inc.	San Diego	CA
10286738	DFW Ink	Arlington	TX
Not Set Up	Dianne Holbert	Brandon	MS
10282274	e3 Texas Special Instruments	Arlington Heigh	IL
10289148	Eyeful Art Murals and Designs	Houston	TX
7671	FastSigns #10303	Arlington	TX
10277436	Golden Graduation Services	Grand Prairie	TX
10288860	Gorgeous In Creations	Grand Prairie	TX
35377000	Graff Chevrolet	McKinney	TX
10288341	Graham Bass Works LLC	Arlington	TX
1719000	Hand2mind	Chicago	IL
Not Set Up	Hogan Truck Leasing, Inc.	St. Louis	MO
10284436	HPI International	Brooklyn	NY
10286022	Inflatable Party Magic LLC	Cleburne	TX
Not Set Up	Ivey Photography LLC	MIDLOTHIAN	TX
10282963	J. R. Downes Company	Irving	TX
Not Set Up	J. Reynolds & Co., A Tecta America Company	Saginaw	TX
10287393	Kona Ice of LakeArlington	Arlington	TX
Not Set Up	LC ENT Photo Booths	Carrollton	TX
3710000	Lee's School Supplies, Inc.	Midlothian	TX
Not Set Up	M. Benjamin Designs	Arlington	TX
10284331	McCormick's Group, LLC	Wheeling	IL
Not Set Up	Mechanical & Plumbing Systems, LLC	Royse City	TX
Not Set Up	MED-EL Corporation	Durham	NC
10284370	Mid-Americа's		
Not Set Up	Minga Solutions Inc.	Dover	DE
Not Set Up	MrJims.Pizza	Arlington	TX
13168000	Netsync Network Solutions	Carrollton	TX
10288499	Nydia Lopez	Arlington	TX
Not Set Up	Pepsi Co	Plano	TX
11802000	Peter Piper Pizza	El Paso	TX
105034	Phillips Welding Supply, Inc.	Weatherford	TX

Arlington Independent School District
26-02c All-Purpose Supplies, Equipment & Services Qualifying Bid
Effective Dates: October 3, 2025- August 31, 2026

Participant Type	Participant Name	City	State
Not Set Up	PhotoShelter, Inc.	New York	NY
Not Set Up	r&h parts and service	balch springs	TX
10285616	Reed's Services	Arlington	TX
Not Set Up	Rock Strength and Performance (Garcia and Rodriguez Fitness Group, LLC)	San Antonio	TX
10287141	Rojas Vinyl and Graphics	Arlington	TX
10281556	RunFAR Racing Services Inc	Mansfield	TX
Not Set Up	SAS SECURITY ALARM SERVICE CO. INC.	PLANO	TX
100905	Scholastic Inc.	Cincinnati	OH
10288422	Select Tours by Sabol and Associates	Chichester	NH
10289198	Signarama Arlington Tx (Rhymnour Corp LLC)	Arlington	TX
10283213	Sonova USA Inc.	Pasadena	CA
10286320	SOUTHERN FLORAL COMPANY	HOUSTON	TX
10286211	STS360	Dallas	TX
10289166	Taqueria saltillo	Arlington	TX
10288188	Thinkatorium	Arlington	TX
10288437	Timberview Farmstead, Inc.	Fort Worth	TX
Not Set Up	Todd Abronowitz (Abronowitz)	Wylie	TX
10288032	Transmogrify Custom Designs	Grand Prairie	TX
Not Set Up	Trilingual Solutions, LLC	Fort Worth	TX
10289127	Utility Refrigerator	North Hollywoo	CA
Not Set Up	Veregy Texas	Bells	TX
Not Set Up	W.B. Hunt Co., Inc.	Melrose	MA
Not Set Up	WS Audiology USA, Inc.	Iselin	NJ
10288666	XOXO REECE	Pantego	TX

Total Award: $9,500,000.00*

*Amount covers entire bid award

Arlington Independent School District
RFP #26-06c Academic Educational Consultants and Professional Development Services
Effective Dates: October 3, 2025- August 31, 2026

Vendor Number	Responding Supplier	City	State
10283966	Audrey Bragg	Plano	TX
2429000	Ben E Keith	Fort Worth	TX
9658	Center for Applied Linguistics	Washington	DC
NOT SET UP	Education Leadership Services, LLC	Silver Spring	MD
NOT SET UP	Epiphany Lane Counseling	Dallas	TX
NOT SET UP	GOAT Educators (Nicole Thompson)	Atlanta	GA
NOT SET UP	Hamilton Consultants	Grandville	MI
NOT SET UP	Hardin Consulting, LLC	McGehee	AR
NOT SET UP	HATCH-ED	Houston	TX
10277463	N2 LEARNING, LC	Plano	TX
NOT SET UP	National Recruiting Consultants	Carrollton	TX
10287168	Others Centered Solutions	Fort Worth	TX
NOT SET UP	Remix Center PLLC	Dallas	TX
100905	Scholastic Inc.	Cincinnati	OH
NOT SET UP	Storyshares	Bryn Mawr	NY
10288376	Strive Public Policy Resources, LLC	Austin	TX
NOT SET UP	TaJu Educational Solutions	Riverside	IL
10288540	TCASE Services by Design	Austin	TX
10287674	Todd Abronowitz	Wylie	TX
10287807	Ubiquitii Educational Solutions, L.L.C.	Midlothian	TX
10289197	Village Project Consulting	Mt. Prospect	IL
NOT SET UP	Word By Word Speech Therapy Services, PLLC	Houston	TX

Total Estimated Award: $1,700,000.00*

*Amount covers entire bid award

Arlington Independent School District
Bid #26-07 Career Technical Materials and Supplies
Effective: October 16, 2025-October 15, 2026

Vendor #	Vendor	Phone	Email Address	Freight	Discount
10276593	A Turtle Loves Me	(972) 689-8030	michelle@aturtlelovesme.com	Yes	Varies
Not set up	Abacoll Solutions LLC	(932) 268-1882	olu@abacoll.com	Yes	Varies
13393000	ACP Direct (Affordable Computer Products, Inc.)	(800) 238-8009	bids@acpdirect.com	Yes	No
1866	American Ceramic Supply Company	(817) 535-2651	sales@americanceramics.com	Yes	No
1443	Attainment Company	(800) 327-4269	bidspec@attainmentcompany.com	Yes	5%
Not set up	Avantis Education, Inc.	(888) 398-4492	richard.brooke@avantiseducation.com	Yes	4%
5687	Barnes & Noble Booksellers, Inc.	(732) 656-7267	Jmascia@bn.com	Yes	Varies
10284375	Blick Art Materials (Blick Art Materials LLC)	(800) 447-8192	Credit@dickblick.com	No	20%
Not set up	CareerSafe, LLC	(979) 260-0030	orderst@careerssafeonline.com	Yes	40%
14910000	Carolina Biological Supply Company	(800) 334-5551	accountsreceivable@carolina.com	Yes	5%
10283483	CEV Multimedia, Ltd.	(806) 745-8820 x739	accounting@cevmultimedia.com	Yes	No
10285458	Circle Saw Builders Supply	(713) 864-6014	diana.timmerman.cs@gmail.com	Yes	No
10274227	Complete Book & Media Supply, LLC	(800) 986-1775 x123	bill@completebook.com	Yes	Varies
Not set up	Cyber Workforce (Coherent Cyber Education, LLC)	(214) 813-1532	sari@cyberworkforce.com	Yes	Varies
10284156	Delegard Tool of Texas	(800) 392-5728 x648	sreyna@delegardtool.com	Yes	No

Arlington Independent School District
Bid #26-07 Career Technical Materials and Supplies
Effective: October 16, 2025-October 15, 2026

10282728	Digital Corporate Companies, Inc	(817) 801-8000	ken@digitalcorporatecompanies.com	Yes	Varies
10278428	Discount School Supply (Earlychildhood LLC)	(800) 482-5846	actrec@discountshoolsupply.com	Yes	15%
10287480	Dream Ranch Office Supplies (Dream Ranch LLC)	(940) 591-6565	sheri@dreamranchtx.com	Yes	10%
Not set up	Educator's Depot, Inc.	(979) 387-3000	customerservice@educatorsdepot.com	No	Varies
10288359	eDynamic Learning, Knowledge Matters (eDynamic Holdings LP)	(877) 585-2029	remittance@edynamiclearning.com	No	No
10288893	eTech Parts Plus	(817) 484-0004 x2225	bryce@etechparts.com	No	10%
10275122	Express Booksellers (Express Booksellers, LLC)	(214) 564-3392	jule@expressbooksellers.com	No	Varies
29930000	Flinn Scientific Inc	(800) 452-1261	businessdesk@flinnsci.com	No	10%
10288786	Glendale Parade Store LLC	(800) 653-5515	orders@glendale.com	Yes	No
1719000	hand2mind (hand2mind, Inc.)	(800) 445-5985	credit@hand2mind.com	Yes	Varies
101068	Lab Resources, Inc.	(281) 516-2200	Rhonda@lab-resources.net	Yes	No
2631000	Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	(800) 421-5354	biddept@lakeshorelearning.com	No	5%
Not set up	Lehrbook, LLC	(845) 414-6046	accounting@lehrbook.com	No	Varies
101350	Mackin Educational Resources (Mackin Book Company)	(800) 245-9540	bids@mackin.com	No	Varies

Arlington Independent School District
Bid #26-07 Career Technical Materials and Supplies
Effective: October 16, 2025-October 15, 2026

10279015	Macmillan Holdings LLC (d/b/a MPS, c/o Bedford, Freeman & Worth Publishing Group)	(540) 672-7744	areft@mpsvirginia.com	Yes	Varies
10282735	MAVICH	(682) 503-4484	Vincent.Manfredini@mavich.com	No	No
10288420	McGraw Hill LLC	(312) 461-7596	ach-eft@mheducation.com	Yes	Varies
52805000	Midwest Technology Products (Midwest Shop Supplies Inc.)	(712) 252-3601	bid@Midwesttechnology.com	No	5%
Not set up	Mindsets Learning, Inc.	(917) 325-3680	rfp@mindsets.com	No	No
Not set up	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	(210) 656-1222	service@procaremms.com	No	20%
10276763	Mr.Disposable Inc.	(718) 388-8574	sales@mrdisposable.com	Yes	No
10282875	Nasco (Nasco Education LLC)	(800) 558-9595 x5539	bids@nascoeducation.com	Yes	Varies
59780000	Paxton/Patterson LLC	(800) 323-8484	Sales@paxpat.com	Yes	7%
60550000	Perfection Learning Corporation	(800) 831-4190	bids@perfectionlearning.com	Yes	Varies
105034	Phillips Welding Supply, Inc.	(817) 596-0450	Eric@phillipsweldingsupply.com	Yes	Varies
10282930	Pikes Peak of Dallas (Pikes Peak of Texas Inc.)	(214) 631-3424 x201	margaret.tichelaar@pikespeakfloral.com	Yes	No
102635	Pocket Nurse (Pocket Nurse Enterprises, Inc.)	(800) 225-1600	accounting@pocketnurse.com	Yes	5%
Not set up	PrintCity USA (1987 BFT Partners, LP)	(214) 522-2680	shawn@printcityusa.com	Yes	10%
10282722	priority resources & solutions llc	(817) 992-2721	info@getprs.com	No	2%

Arlington Independent School District
Bid #26-07 Career Technical Materials and Supplies
Effective: October 16, 2025-October 15, 2026

10284430	Project Lead The Way, Inc.	(317) 669-0200	productsupport@pltw.org	No	No
10284365	Quill Corporation	(800) 634-1172	e-orders@quill.com	No	15%
10287696	Really Good Stuff, LLC.	(877) 867-1920	bidsupport@reallygoodstuff.com	No	5%
10285709	REV Robotics	(844) 255-2267	sales@revrobotics.com	Yes	No
13325000	romeo music	(214) 673-6002	julie@romeomusic.net	No	10%
4646000	Saddleback Educational, Inc.	(714) 640-5200	bids@sdlback.com	Yes	No
10284930	Savvas Learning Company LLC (Gateway Education Holdings LLC)	(800) 848-9500	k12customerservice@savvas.com	Yes	No
10277788	School Outfitters	(800) 260-2776	contracts@schooloutfitters.com	Yes	2%
10285363	School Specialty LLC	(800) 305-0174	arrequests@schoolspecialty.com	Yes	Varies
10286320	Southern Floral Company	(713) 880-1300	lorrieh@sofloco.com	Yes	No
Not set up	STEM Education Works	(866) 783-6109	info@stemeducationworks.com	Yes	3%
10283553	Superior Text, LLC	(866) 482-8762 x606	accolunting@superiortext.com	No	10%
Not set up	Testimony Ventures LLC	(817) 323-7657	testimonyventuresllc@gmail.com	No	No
Not set up	Texas Art Supply Company	(713) 526-5221	cs@texasart.com	Yes	20%
10281992	Texas Motion sports	(214) 912-8069	bids@texasmotionsports.com	Yes	Varies

Arlington Independent School District
Bid #26-07 Career Technical Materials and Supplies
Effective: October 16, 2025-October 15, 2026

10287283	Texas Music Festivals Enterprise, Inc	(956) 984-9468	angela@tmftoursandtravel.com	No	Varies
Not set up	Texas Pride Marketing	(713) 589-4161	JOrr@texaspridemarketing.com	No	5%
Not set up	The Master Teacher	(785) 539-0555	bids@masterteacher.com	Yes	No
10275061	The Rodney George Company (Rodney George)	(972) 740-6060	kilnservice@gmail.com	Yes	No
Not set up	Thunkable Inc	(562) 374-6702	arun@thunkable.com	No	No
10287039	Toolkit Technologies, Inc.	(512) 203-0590	eric@toolkittech.com	Yes	Varies
10282945	TPS Publishing Inc	(866) 417-9384	ian@tpspublishing.com	Yes	No
12143000	W.B. Hunt Co., Inc.	(781) 462-2343	bmaryansky@huntsphoto.com	No	No
2896000	WRS Group, Ltd.	(254) 776-6461	finance@wrsgroup.com	Yes	8%
Not set up	Yadira Pedroza	(214) 927-9969	ms.yadirapedroza@gmail.com	No	No
			Total estimated:		**$75,000**

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Telisa Brown, Director of Guidance & Counseling

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Memorandum of Agreement for Early Admission by and between The University of North Texas and Arlington Independent School District

District Priority / Goals Addressed

Academic Growth - Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

Background

This interlocal agreement between Arlington ISD and the University of North Texas (UNT) will provide all Arlington ISD juniors ranked in the top 25% of their class, in the spring of their junior year, with an invitation to participate in the Eagle Advantage Program. The Eagle Advantage Program guarantees admission to UNT in accordance with approved admission standards. Each year, one non-renewable $1,000 Eagle Advantage scholarship will be awarded to a graduating Eagle Advantage senior who meets the eligibility criteria and enrolls at UNT the fall immediately following graduation.

Fiscal Implications

None

Recommendation

Administration recommends the Board of Trustees approve the interlocal agreement between Arlington Independent School District and the University of North Texas as presented.

Submitted by: **Date:** September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

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MARKETING & ENGAGEMENT
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RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Memorandum of Agreement
For Early Admission
by and between
The University of North Texas
and
Arlington Independent School District

I. Purpose of Agreement

Arlington Independent School District ("Arlington ISD") and the University of North Texas ("UNT") enter into the following Memorandum of Agreement ("Agreement") to provide early admission and related services to Arlington ISD students. Arlington ISD and UNT may hereafter be individually referred to as "Party" and collectively as "Parties."

II. Understanding of the Parties

a. General Understandings, UNT

During the period of this Agreement, UNT will:

1. Offer all Arlington ISD juniors ranked in the top 25% of the class, in the spring of the junior year, an invitation to the Eagle Advantage Program and Eagle Advantage guaranteed UNT admission in accordance with approved admission standards;
2. Send an official letter of guaranteed UNT admission and an invitation to the Eagle Advantage Program to eligible juniors;
3. Each spring, request a list of juniors eligible for guaranteed admission based on provided eligibility criteria;
2. Assume responsibility of all costs and logistics to notify Eagle Advantage students of their admission;
3. Annually, award one non-renewable $1,000 Eagle Advantage scholarship to a graduating Eagle Advantage senior, who meets eligibility criteria and is attending UNT the fall after graduation. The first scholarship award will be effective for fall 2026;
4. Provide Eagle Advantage students special invitations to Senior Year Experience events and priority registration for Junior Day, Senior Day, and Senior Advantage Day;
5. Provide a selected number of tickets for special campus events and athletic competitions to Eagle Advantage students;
6. Provide annual opportunities for Arlington ISD students and families to participate in college information workshops onsite at an Arlington ISD location on topics selected by Arlington ISD; and
7. Assign an Admissions Counselor to serve as an official liaison between Arlington ISD high schools and UNT for the purpose of assisting all Arlington ISD students with admissions and financial aid applications.

b. General Understandings, Arlington ISD

During the period of this Agreement, Arlington ISD will:

1. Promote student participation in the Eagle Advantage Program;

2. Annually, provide UNT the following information for each junior ranked in the top 20% of the class:
    - Name
    - Date of Birth
    - Mailing Address
    - Telephone Number
    - School Email Address
    - Personal Email Address
    - Name of High School
    - Current Class Year
    - Class Rank
3. Provide appropriate facilities for student and family workshops;
4. Provide suitable office space or meeting space for a UNT staff member to assist students with their preparations to attend UNT. Such space should include internet access, desk/table, and chairs; and
5. Provide students appropriate class release time for purposes of meeting with a designated UNT staff member.

c. Mutual Understanding

1. Nondiscrimination. Participation of qualified students in the program will be permitted in compliance with the applicable federal, state, and local nondiscrimination laws and regulations. UNT and Arlington ISD will not discriminate on the basis of race, color, national origin, religion, gender, age, sexual orientation, marital status, disability, military discharge, or veteran status in any area of employment or in services to their students.
2. Cooperation. Each Party will encourage and maintain a high degree of cooperation in the implementation of this Agreement.
3. Waiver of Terms and Provisions. Any waiver by either Party of any term or provision of this Agreement at any time will not constitute a waiver of any other or all terms and provisions of this Agreement at any one time will not constitute a waiver for all times.
4. Buckley Amendment. Both Parties will comply with the Family Education rights and Privacy Act (FERPA/Buckley Amendment) in the handling of educational records of students enrolled in their programs.

III. Term and Termination.

The term of this Agreement shall be effective as of the date of last signature and shall remain in effect for five (5) years unless terminated earlier as provided herein.

1. This Agreement may be terminated by either Party without cause upon sixty (60) days prior written notice to the other Party.
2. In the event of termination under this section, students previously offered early admission shall be granted admission to UNT for the term indicated in offer letters.

IV. Miscellaneous

a. **Public Records.** All records created in connection with this Agreement, other than student records, are subject to the requirements of the Texas Public Information Act and State of Texas requirements for maintaining public records, including the retention schedules set forth in UNT Policy.

b. **Independent Contractors.** It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

c. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to its subject matter.

d. **Modifications.** This Agreement will be reviewed annually or at any time at the request of either Party. The Agreement may be modified or amended from time to time by mutual agreement of the Parties provided, however, that no modifications, amendments or supplements to this Agreement shall be binding unless executed in writing by a duly authorized representative of each Party.

In witness whereof, the Parties have caused their duly authorized representatives to execute this Agreement to be effective upon signature by both Parties hereto.

Signatures

UNIVERSITY OF NORTH TEXAS	ARLINGTON INDEPENDENT SCHOOL DISTRICT
_____	_____
Harrison Keller, Ph.D.	NAME
President	TITLE
_____	_____
Date	Date

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Melody Lopez

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Terminations, and Non-Renewals

District Priority / Goals Addressed

The purpose of this consent item is to approve the list of new hires, retirements, resignations, terminations, and non-renewals. This action supports the District priority of maximizing Resources through the approval of new and separating staff.

Background

Information on new hires, retirements, resignations, terminations, and non-renewals is presented for approval on a monthly basis.

Fiscal Implications

N/A

Recommendation

Administration recommends approval of new hires, retirements, resignations, terminations, and non-renewals as presented.

Scott A. Kahl

Submitted by: Scott Kahl **Date:** September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

New Employees Hired 9/4/25 - 10/2/25

LAST NAME	FIRST NAME	LOCATION/ORG	POSITION	START DATE	LEVEL
JENKINS	TENA	CENTRAL ADMIN BUILDING	HR PARTNER	9/4/2025	ADMIN
KRABBE ALIPOUR	KELLY	ADAMS	LIBRARIAN	9/11/2025	ELEM
LUNA	ESMERALDA	JOHNS	SPED - ECSE	9/11/2025	ELEM
SPEARS	JOYCE	KOOKEN	SPED - ISPD	9/18/2025	ELEM
DAVIS	KATHERINE	SAM HOUSTON	9-12 SOCIAL STUDIES	9/11/2025	SEC

Elementary Summary

Teacher	3
Teacher ESL	
Total	**3**

Secondary Summary

Teacher	1
Teacher ESL	
Total	**1**

Non-Campus Staff Summary

HR Partner	1
Total	**1**
Grand Total	**5**

Separation of Service - Effective Between September 4, 2025 to October 2, 2025
For Information Only. No Board Action Required.

CODE	LAST	FIRST	LOCATION	TITLE	TERM	YRS
District Initiated - Failure to Report for Work (1)	Lewis	Jazmyne	Sam Houston High School	Classroom Assistant High School Special Ed - SEAS	9/16/2025	0
Employment Outside of Education (2)	Diaz	Grisell	Speer Elementary	Assistant Principal - Elementary	9/26/2025	2
	Zavala Gonzalez	Adriana	Patrick Elementary	Classroom Assistant Elementary - Title 1	9/11/2025	2
Employment with Another District (3)	Upchurch	Eric	Asst Supt Technology/Telecom	Assistant Superintendent - Technology & Telecommunications	9/12/2025	5
	Whitten	Christopher	Lamar High School	Specialist - Restorative Practices	9/18/2025	10
	Bermudez Reyes	Alejandra	Corey Academy	Classroom Assistant Elementary - Dual Language Spanish	9/12/2025	0
Medical Reason (2)	West	Jannett	Accounts Payable	Specialist - Accounts Payable	9/24/2025	2
	Lloyd	Nicole	Arlington High School	Health Science Teacher	9/18/2025	7
Reason Not Specified (15)	Olguin	Maria	Thornton Elementary	Attendance Clerk - Elementary	9/9/2025	1
	Wheat	Claudia	Fitzgerald Elementary	ESL Elementary Teacher PK	9/5/2025	2
	Schmitz	Connor	Kooken Elementary	Classroom Assistant Elementary - Pre-K	9/4/2025	2
	Lennington	Kelly	Little Elementary	ESL Elementary Teacher K-6	9/5/2025	13
	Salas	Mia	Starrett Elementary	Classroom Assistant Elementary - Kindergarten	9/22/2025	0
	Jones	Amber	Patrick Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	9/18/2025	0
	Dobbins	Abrina	Rodriguez Jr High School	Classroom Assistant Junior High Special Ed - Alt Curriculum	9/10/2025	0
	Capulin-Rodriguez	Maria	Thornton Elementary	Secretary - Elementary	9/11/2025	6
	Hussein	Fathia	Williams Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	9/30/2025	2
	Davis	Brittany	Ashworth Elementary	Classroom Assistant Elementary Special Ed - ABLE	9/19/2025	6
	Alfaro	Alissa	Sam Houston High School	Special Education Inclusion Teacher 9-12	9/19/2025	0
	Lozano	Viviana	Patrick Elementary	Classroom Assistant Elementary - Pre-K - Spanish	9/10/2025	0
	Stout	Heather	Nichols Jr High School	Music - Head Orchestra Director - Junior High	9/12/2025	20
	Del Angel	Jennifer	Student Services	Specialist - Multidisciplinary Student Support	9/29/2025	2
	Rosales	Jorge	Bebensee Elementary	Bilingual Elementary Teacher K-6	9/8/2025	9

Total Separations
(23)

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Traci Thomas-Bragg, Director Post Secondary Partnerships

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Tarrant County College District (TCCD) and Arlington Independent School District Interlocal Agreement Relating to Data Sharing

District Priority / Goals Addressed

Academic Growth - Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

Background

Arlington ISD and Tarrant County College District have established an Interlocal Agreement to share student data for the purpose of supporting students concurrently or formerly enrolled in both institutions. The agreement outlines responsibilities for securely sharing enrollment, demographic, academic performance, and completion data to enhance student success and monitor outcomes for dual credit and Early College High School participants. The agreement complies with the Family Educational Rights and Privacy Act (FERPA) and ensures strict protections for personally identifiable information.

Fiscal Implications

None

Recommendation

Administration recommends approval of the Interlocal Agreement with Tarrant County College District as presented.

Submitted by:  **Date:** September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT
BETWEEN
TARRANT COUNTY COLLEGE DISTRICT
AND
ARLINGTON INDEPENDENT SCHOOL DISTRICT
RELATING TO DATA SHARING

This Interlocal Agreement ("ILA") is made and entered into by and between Tarrant County College District, a Texas political subdivision of higher education located in Tarrant County, Texas (hereinafter referred to as "TCCD"), and the Arlington Independent School District, an independent school district located in Tarrant County, Texas (hereinafter referred to as "SCHOOL DISTRICT"), and shall be effective upon execution by both parties.

1. PURPOSE

The purpose of the ILA is to outline the responsibilities and commitments of each organization in providing data about students who are concurrently or formerly enrolled in both organizations. Data about concurrently enrolled students include course enrollment patterns at SCHOOL DISTRICT and TCCD; test results, final grades, and grade point averages. Data about students formerly enrolled at SCHOOL DISTRICT and TCCD include course enrollments; degrees received; grades and grade point averages; and Texas Success Initiative Assessment (TSIA) ***as set forth in Appendix B***. This ILA defines parameters and areas of responsibilities, and establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Sharing data reinforces open scientific inquiry, encourages diversity of analysis and opinion, promotes new research, makes possible the testing of new or alternative hypotheses and methods of analysis, supports studies on data collection methods and measurement, facilitates the education of new parties, and permits the creation of new datasets when data from multiple sources are combined. Data shared between the parties to this ILA includes personally identifiable student information ("PII"). The parties agree that they will use the data shared pursuant to this ILA and in compliance with the terms and conditions of this ILA and only for such purposes as may be authorized in this ILA. Only authorized officers and employees with a legitimate interest in PII, as delineated by the parameters of this ILA shall view and have access to PII information. Another purpose of this ILA is to protect against unauthorized access to and disclosure of PII. Data on non-currently enrolled students will be used for research purposes only, as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (hereinafter referred to as "FERPA"), Sections 99.31 **and 99.34 while safeguarding the privacy of participants, and protecting confidential and proprietary data. Per §99.34 the conditions which apply to disclosure of information to other educational agencies or institutions are as follows: (a) An educational agency or institution that discloses an education record under § 99.31(a)(2) shall: (1) Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless: (i) The disclosure is initiated by the parent or eligible student; or (ii) The annual notification of the agency or institution under §99.6 includes a notice that the agency or institution forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll;**

(2) Give the parent or eligible student, upon request, a copy of the record that was disclosed; and (3) Give the parent or eligible student, upon request, an opportunity for a hearing under subpart C. (b) An educational agency or institution may disclose an education record of a student in attendance to another educational agency or institution if: (1) The student is enrolled in or receives services from the other agency or institution; and (2) The disclosure meets the requirements of subparagraph (a) of this section.

2. STUDENT INFORMATION

2.1 Student Information – The SCHOOL DISTRICT will only access and utilize TCCD student information as authorized and detailed in this ILA. Data will be accessed using TCCD assigned student identification numbers (**hereafter defined by TCCD as "Colleague ID"**); and

2.2 The SCHOOL DISTRICT understands that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The SCHOOL DISTRICT shall not re-disclose PII in any way that causes a breach in confidentiality. The SCHOOL DISTRICT will limit access to the PII only to persons identified in this ILA as having a legitimate interest in accessing the PII.

3. TERM AND TERMINATION

3.1 Subject to prior termination of this ILA as provided in this paragraph 3 and in paragraph 6, this ILA will commence upon the date on which Parties have affixed their signatures, supersede any prior data sharing agreement, and will remain in effect until terminated in accordance with Paragraph 7; and

3.2 Subject to the terms of Paragraph 7 below, either party to this ILA may terminate this ILA upon 90-calendar-days written notice to the other party.

4. GENERAL CONDITIONS

4.1 Nothing in the ILA provisions shall be construed to limit the other agency's jurisdiction, authority, power, privilege, and immunity pursuant to law.

4.2 This ILA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous ILA or understanding among the parties with respect to data sharing.

4.3 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of PII shall always be maintained, both parties agree:

4.3.1. To comply in all respects with the provisions of all applicable laws, including FERPA, as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this ILA. The parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this ILA shall be construed to allow parties to maintain, use, disclose, or share student record information received pursuant to this ILA in a manner prohibited by any laws or regulations. As may be applicable, the parties will also comply with the provision of the Health Insurance Portability and Accountability Act ("HIPAA").

4.3.2. That for purposes of this ILA and for ensuring parties' compliance with the terms of this ILA and all applicable laws, the parties shall designate an official to act as Temporary Custodian**, as set forth in Appendix A,** of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the ILA, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this ILA.

4.3.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws, parties shall require all employees, contractors, and agents of any kind to comply with the ILA and all applicable provisions of FERPA and other laws with respect to the data and information shared under the ILA.

4.3.4 That PII collected and shared is confidential. Parties will not disclose data produced under the ILA in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of the parties shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no PII or other information that could lead to the identification of any individual student.

4.3.5 Not to provide any data obtained under this ILA to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).

4.3.6 That parties have the right, to present, publish, or use the data that they have gained in the course of the research for and on behalf of either party under this ILA, but the parties may only present, publish and use the data in an aggregated form, with no PII. Parties to this ILA may share such information with the other party's partners who have executed a written confidentiality ILA with the other party agreeing not to share or disseminate such information provided by the other party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided and all state and federal laws have been complied with;

4.3.7 In order to protect the confidentiality of previously identified confidential information disclosed to the parties, the parties agree to provide to the designated Temporary Custodian(s) any proposed publications or presentations which are to make public any findings, data, or results for the other parties' review, comment and approval at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation.

4.3.8 To provide each other with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this ILA. Each party reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students. Each party agrees to keep these files for at least seven (7) years.

4.3.9 That they will use PII shared under this ILA for no purpose other than to meet the objectives of the research study specified under this ILA. Non-PII will only be used by the parties to this ILA for purposes defined in this ILA;

4.3.10 The SCHOOL DISTRICT will destroy or return all data files and hard copy records to TCCD that contain PII and purge any copies for such data from its computer system:

(1) Immediately upon termination of this ILA, either by expiration or as provided herein or;

(2) Within five (5) business days after PII is no longer needed for the purposes stated in this ILA.

(3) If requested, the SCHOOL DISTRICT shall provide to the TCCD an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.

(4) Acceptable destruction methods for various types of media include:

a. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration;

b. For paper documents containing PII requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping or incineration;

c. If PII has been contained on optical discs (e.g., DCs, DVDs, Blu-ray), the SCHOOL DISTRICT shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive;

d. If PII has been stored on magnetic tape(s), parties to this ILA shall destroy the data by degaussing, incinerating or crosscut shredding.

e. If PII has been stored on server or workstation data hard drives or similar media, the SCHOOL DISTRICT shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying such disks(s);

f. If PII has been stored on removable media (e.g., floppies, USB flash drives, portable hard disks, or similar disks), the SCHOOL DISTRICT shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4.4 The SCHOOL DISTRICT understands that this ILA does not convey ownership of TCCD's data to the SCHOOL DISTRICT. Any and all data shared by TCCD pursuant to this ILA and/or any Project Authorization is, and always will remain, the sole property of TCCD.

4.5 The SCHOOL DISTRICT shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the SCHOOL DISTRICT shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by TCCD pursuant to this ILA:

4.5.1 The SCHOOL DISTRICT will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use. Unless specifically authorized in this ILA or by written authorization of TCCD, the SCHOOL DISTRICT will not store PII on portable electronic devices or media, including by not limited to:

(1) Laptops;
(2) Handhelds / PDAs;
(3) Ultra-mobile PCs;
(4) Flash memory devices;
(5) Floppy discs;
(6) Optical discs (CDs/DVDs); and
(7) Portable hard disks.

4.6 Payment. No monies will be exchanged between the parties for the work being performed for and on behalf of the parties District as it relates to data sharing services under this ILA. **A reasonable reimbursement of costs may be requested by TCCD if costs are found to exceed normal operation costs of institutional business or if the execution of the ILA becomes burdensome or requires a dedicated employee and/or additional employees requiring 50% or more of his or her working hours.**

5. AUTHORIZATION AND RELATED PARTIES

Parties signatory to this ILA represent that they are authorized to bind their respective organizations to all terms of the ILA, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this ILA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The term "contractors", as used in this ILA, refer to consultants or a consultant company that is contracted by the SCHOOL DISTRICT. The SCHOOL DISTRICT shall provide TCCD with written notice identifying all individuals, employees or contractors who may have access to PII and shall specifically identify the SCHOOL DISTRICT individual(s), employee whom the SCHOOL DISTRICT has designed to be the custodian of the PII obtained from the TCCD. The SCHOOL DISTRICT shall provide this notice to TCCD prior to any access that these individuals may have before having access to PII. The custodians of PII from each party and other authorized personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under applicable law, including FERPA and HIPAA , and this ILA; have received training from the appropriate authorities from each party regarding those obligations; and will comply with the aforementioned obligations.

6. METHOD OF DATA ACCESS OR TRANSFER AND CALENDAR

As set forth in Appendix A, The SCHOOL DISTRICT will establish specific safeguards to assure the confidentiality and security of PII transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information. A calendar for transfer of data files is in this Appendix A.

7. DISPUTE RESOLUTION

Failure by either party to perform any of the responsibilities listed in this ILA, shall constitute a default of this ILA. In the event of a default, the non-defaulting party is required to give notice to the defaulting party. Failure to send notice to the defaulting party shall not be deemed a waiver of said default. The defaulting party shall have thirty (30) days upon notice to cure said default. If the defaulting party is unable to cure said default, but has demonstrated a good faith effort within the sole discretion of the non-defaulting party, the non-defaulting party will give the defaulting party an additional thirty (30) days to cure said default. Unless the parties collectively agree that the default has been cured, thereafter the non-defaulting party has the right to terminate this ILA.

8. TEXAS PUBLIC INFORMATION ACT

In the event that a party to this ILA receives a request for information under the Texas Public Information Act ("TPIA") relating to information subject to this ILA, the recipient of such request shall comply with the requirements of TPIA.

9. INJUNCTIVE RELIEF

The parties acknowledge and agree that any breach of Sections 3 and 7 herein would cause irreparable harm. The parties therefore shall have the right to seek injunctive relief, to the extent permitted by applicable law, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions in this ILA. Such injunctive relief is for the purpose of preventing either party's disclosure of confidential information without the necessity of proving actual damages. The covenants of this ILA are independent and the existence of any claim or cause of action of one party against the other whether predicated on this ILA or otherwise, shall not constitute a defense to the enforcement of the covenant preventing disclosure of confidential information.

10. LEGAL CONSTRUCTION

If any one or more provisions contained in this ILA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this ILA shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this ILA. In the event this ILA is inconsistent or conflicts with any other ILA between the parties, this ILA shall control.

11. GOVERNING LAW AND VENUE

This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each party to this ILA:

11.1 Consents to the exclusive jurisdiction and venue of the federal and state courts located in Tarrant County Texas, in any action arising out of or relating to this ILA; and

11.2 Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

12. LIMITATIONS OF AUTHORITY

12.1 Neither party has authority for or on behalf of the other party except as provided in this ILA;

12.2 Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA executed by both parties; and

12.3 Neither party may assign their interest in this ILA without the prior written permission of the other party.

13. NON-DISCRIMINATION

The parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this ILA because of sex, race, creed religion, color, national, origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental or physical disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act.

14. ASSURANCES AND NOTIFICATIONS

14.1 By signing this ILA, the SCHOOL DISTRICT represents to TCCD that if a court of law, administrative agency, hearing officer, or similar decision-maker determines that the conduct of the SCHOOL DISTRICT or its officers or employees have caused the SCHOOL DISTRICT to be in violation of the laws and regulations governing PII during the term of this ILA, the SCHOOL DISTRICT shall immediately notify TCCD; and

14.2 The SCHOOL DISTRICT shall notify the TCCD immediately if the SCHOOL DISTRICT determines or knows that PII has been improperly disclosed to the SCHOOL DISTRICT personnel who do not have a legitimate interest in the PII or to any third party

15. RIGHT TO AUDIT

TCCD, through its employees or agents, shall have the right to audit the SCHOOL DISTRICT's compliance with this ILA. TCCD shall give the SCHOOL DISTRICT five (5) business days' notice of its intent to audit the SCHOOL DISTRICT's compliance. The SCHOOL DISTRICT shall cooperate fully with any such audit.

16. SURVIVAL

Notwithstanding anything to the contrary in this ILA, the rights and obligations contained in the following sections and subsection of this ILA shall remain in effect after this ILA is terminated:

Section 2, Student Information;
Subsection 4, General Conditions;

Section 9 Responsibility for Improper Disclosure of Personally Identifiable Information; and
Section 15, Assurance and Notifications.

17. CAPTIONS

The captions to the various clauses of this ILA are for informational purposes only and shall not alter the substance of the terms and conditions of this ILA.

18. COUNTERPARTS

This ILA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

19. SUCCESSORS AND ASSIGNS

19.1 The ILA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

19.2 All notices, communication, and reports generated under this ILA shall be delivered to the respective parties at the addresses shown below, by certified mail, return receipt requested, with a copy sent by prepaid postage through the United States Postal Service.

20. AMENDMENT

This ILA may not be amended or altered except by a written amendment signed by SCHOOL DISTRICT and TCCD.

21. SIGNATORY CLAUSE

The individuals executing this ILA on behalf of TCCD and the SCHOOL DISTRICT acknowledge that they are duly authorized to execute this ILA. All parties hereby acknowledge that they have read, understood and shall comply with the terms and conditions of this ILA. This ILA shall not become effective until executed by each party.

[Signature lines on next page]

TARRANT COUNTY COLLEGE DISTRICT

BY: _____

Shelley Pearson, Ed.D. Date

Title: Vice Chancellor and Provost, Tarrant County College District

ARLINGTON INDEPENDENT SCHOOL DISTRICT

BY: _____ CMH

Dr. Matt Smith **Date**

Title: Superintendent of Schools, Arlington Independent School District

Appendix A

Purpose of Research

Objectives of research study specified under the ILA (Paragraph 4.3.11) is as follows:

The intent of the data use is for institutional study only and to enhance the academic success of students served by both organizations. The data will only be reported to chief academic administrators of both institutions and will not contribute to generalizable data. If at any point the direction of the ILA changes, the Primary Investigator (herein "PI") and/or SCHOOL DISTRICT will get in touch with TCCD's Institutional Review Board (IRB) office to make a research determination.

Designation of Temporary Custodian

Parties shall designate an official to act as temporary custodian (Paragraph 4.3.2 of the ILA), of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The designated Temporary Custodian is listed below.

TCCD Contact:

Title	District Director of Educational Partnerships
Name	Edward Hicks
Address	300 Trinity Campus Circle, Fort Worth, TX 76102
Email	edward.hicks@tccd.edu
Phone	817-515-5003

SCHOOL DISTRICT Contact:

Title	TBD
Name	TBD
Address	TBD
Email	TBD
Phone	TBD

Review of Submissions for Publication

Review of submissions of publication by SCHOOL DISTRICT prior to submission will be directed to the chief academic officer or designate at TCCD.

(Paragraphs 4.3.8 and 4.3.9) at least thirty (30) days prior to submission of a manuscript, SCHOOL DISTRICT's Temporary Custodian will provide one electronic and one paper document of the final versions of all reports and other documents associated with this ILA. TCCD shall provide its consent, which shall not be unreasonably withheld or delayed, on or before the expiration of such thirty (30) day period. TCCD's intention is to ensure the accuracy of both the data and its interpretation, not to censor the publication.

Destruction of Data Files upon Termination of Agreement

The SCHOOL DISTRICT will securely destroy or return all data files and hard copy records (Paragraph 4.3.15) upon termination of this agreement either by expiration or as provided elsewhere in the ILA. Office/position responsible for destruction of records and affidavit confirming destruction and/or return of PII within five (5) business days.

SCHOOL DISTRICT Contact:

Title	TBD
Name	TBD
Address	TBD
Email	TBD
Phone	TBD

The Temporary Custodian at TCCD is responsible for receipt of affidavit or confirmation of destruction of PII from SCHOOL DISTRICT.

Approved Methods of Transfer

1. TCCD has established two secure methods for transmitting Personally Identifiable Information (PII) with SCHOOL DISTRICT. Please find these two methods of transfer listed below. Secure File Transfer Protocol (SFTP) scheduled delivery
2. Encrypted Email – on demand/case by case (see appendix C)

Included below are details regarding method of transfer and calendar of data transfer (if applicable) per method.

1. **SFTP Method of Transfer and Calendar of Transfer**

   As set forth in Section 6 of the ILA the method of transfer and a calendar of transfer are defined in the following paragraphs.

   Files are to be delivered by the Department of Information Technology, as set forth in Appendix A.

   The files to be delivered will include:

   1. Current Enrollment and Demographics
   2. Academic History
   3. End of Term - Numeric Grades Only
   4. End of Term - Data

1.1 Data File Structure and Format

TCCD will send SCHOOL DISTRICT data files in an encrypted zipped ".csv" format. The College will include all data fields, formats and column headings as set forth in Appendix B.

TCCD will link all data files sent to SCHOOL DISTRICT to one academic term. This will be accomplished by creating separate files for each term and naming them according to their terms.

1.2 Data Transfer Schedule

The table below lays out approximate time periods around which TCCD will provide these data to the SCHOOL DISTRICT. TCCD will establish a calendar of transfer to SCHOOL DISTRICT.

Data Type	**Approximate Date of SFTP Transfer to SCHOOL DISTRICT**		
	Fall Data	**Spring Data**	**Summer Data**
Demographics and Current Course Enrollment	After Census Date for 16-week term	After Census Date for 16-week term	After Census Date for 10-week term
Academic History of Dual Credit or ECHS student at TCCD	After Census Date for 16-week term	After Census Date for 16-week term	After Census Date for 10-week term
End of Term Grades (Numeric grades only)	Delivered 2 business days after grade submission deadline for 16-week term	Delivered 2 business days after grade submission deadline for 16-week term	Delivered 2 business days after grade submission deadline for the 10-week term
End of Term - Data (numeric grades, core complete status, academic standing, credential awards)	Delivered after end of term processing is complete for 16-week term	Delivered after end of term processing is complete for 16-week term	Delivered after end of term processing is complete for 10-week term

The College will provide the above data to SCHOOL DISTRICT through the length of the agreement.

1.3 Data Transfer Procedures

To ensure that data files are transferred securely, SCHOOL DISTRICT hosts and uses a secure file transfer protocol (SFTP) site. Using the SCHOOL DISTRICT's SFTP site shall not require TCCD to make any purchase or install any software. SCHOOL DISTRICT will provide SFTP connection details to data contacts at TCCD, who will then send data files as needed. The data transfer via this method will only occur from TCCD to SCHOOL DISTRICT'S SFTP site (one way data transfer).

2. Encrypted Email Method of Transfer

As set forth in Section 6 of the ILA this method of transfer is defined in the following paragraphs. This method applies to any specified data that cannot be shared via SFTP due to connection failures, or to information that is needed on demand and would not otherwise be sent via the specified SFTP transmissions. Data elements are to be delivered only by approved TCCD personnel, as set forth in Appendix C.

2.1 Data Transfer Procedures

To ensure that all data are transmitted in a confidential and secure manner, data contacts at TCCD will *only* send data to specified SCHOOL DISTRICT points of contact (as verified by TCCD Educational Partnerships):

1. The School District will receive an encrypted email containing a password-protected Excel file.
2. A subsequent encrypted email will be sent to the SCHOOL DISTRICT containing the password required to open the Excel file.
3. In the event that the recipient encounters any issues accessing the password-protected file, they are required to contact their TCC campus Educational Partnerships liaison.
4. The TCC campus Educational Partnerships liaison will then reach out to TCC IT for assistance in resolving the matter.

Demographics and Current Course Enrollment

Appendix B

Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		**Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.**
LAST NAME	Student Last Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		ex. 18.7 to one digit
GENDER	Student Gender	String	6	Yes		Male, Female
RACE/ETHNICITY	Race / Ethnicity Identifier	String	255	Yes		White, Non-Hispanic; Black, Non-Hispanic; Hispanic; Asian or Pacific Islander; Amer Indian or Alaskan Native; International
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456

COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
ACADEMIC PLAN	Students Academic Plan	String	12	Yes		EHSE.D001.UG - Dual Credit ECHS.D001.UG - Early College High School
MATH TSI	Math TSI Liability	String	1	Yes		Liable Y/N
READING TSI	Reading TSI Liability	String	2	Yes		Liable Y/N
WRITING TSI	Writing TSI Liability	String	3	Yes		Liable Y/N
ACADEMIC STANDING	End of Term Academic Standing	String	4	Yes		DEAN, GOOD, HONR, MRIT, PROG, SUSP, SUS2
CUMULATIVE GPA	Cumulative GPA	Numeric	F(1.2)	Yes		GPA at TCC Note: Developmental courses are not counted towards GPA
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes		Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes		Hours registered for the term at TCC
DEGREE EARNED	Student Degree Earned	String	3	Yes		AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes		AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes		AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes		Associate of Arts

CORE COMPLETE	Student Core Complete	String	1	Yes		Core Complete Y/N
STUDENT HOLDS	Student Holds	String	255	Yes		Specify Holds

Academic History
Appendix B
Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
LAST NAME	Student Last Name	String	255	Yes		
FIRST NAME	Student First Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		Age to one digit . Ex. 18
GENDER	Student Gender	String	6	Yes		Male, Female
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83

DEGREE EARNED	Student Degree Earned	String	3	Yes		AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes		AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes		AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes		Associate of Arts

Data is a one-time delivery. Data file will have multiple lines for each course enrollment. This data is specific to Dual Credit and Early College High School students enrolled at TCCD

End of Term – Numeric Grades Only

Appendix B

Delivered after grade submission deadline for 16-week courses (Fall & Spring) and 10-week courses (Summer)

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		
LAST NAME	Student Last Name	String	255	Yes		
MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		
COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC

NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes		Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes		Hours registered for the term at TCC

End of Term - Data
Appendix B
Delivered after End of Term processing is complete for 16-week courses (Fall & Spring) and 10-week courses (Summer)

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
AS OF DATE	Date Time Stamp	String	Date/Time	Yes	Report Generated	MM/DD/YYYY HH:MM 24-Hour Clock
TSDS NUMBER	TEA Student ID	String	30	Yes		This will be included if TCC has it on file.
COLLEAGUE ID	Student ID	String	7	Yes		
FIRST NAME	Student First Name	String	255	Yes		**Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.**
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MIDDLE NAME	Student Middle Name	String	255	Yes		
NAME PREFIX	Student Name Prefix	String	4	No		Mr., Mrs., Miss, Ms.
NAME SUFFIX	Student Name Suffix	String	6	No		Jr., I, II, III
STUDENT HIGH SCHOOL	High School Name	String	255	Yes		
BIRTHDATE	Student Birthdate	String	Date/Time	Yes		MM/DD/YYYY
AGE	Student Age	numeric	4	Yes		ex. 18.7 to one digit
GENDER	Student Gender	String	6	Yes		Male, Female
RACE/ETHNICITY	Race / Ethnicity Identifier	String	255	Yes		White, Non-Hispanic; Black, Non-Hispanic; Hispanic; Asian or Pacific Islander; Amer Indian or Alaskan Native; International
ACADEMIC YEAR	Academic Year	String	9	Yes		ex. 2024-2025
TERM	Course Attended Term	String	6	Yes		ex. 2024FL, 2025SP, 2025SU
COURSE SUBJECT LOCATION	Campus Name	String	2	Yes		CN, TR, SO, SE, NW, NE
COURSE SUBJECT	Course Subject	String	4	Yes		BIOL
COURSE NUMBER	Course Number	String	4	Yes		4202
COURSE SECTION	Course Section	String	6	Yes		123456
COURSE TITLE	Course Title	String	255	Yes		Anatomy and Physiology II
INSTRUCTOR NAME	Instructor Name	String	255	Yes		

COURSE MEETING TIME	Course Meeting Times	String	255	Yes		
COURSE MEETING DAYS	Course Meeting Days	String	255	Yes		
FINAL GRADE	Final Letter Grade	String	2	Yes	Grade Verified	A, B, C, D, F, I, W, AU, WA, CR, NC
NUMERIC GRADE	Final Numeric Grade	Numeric	F(2)	Yes		Two digit numeric grade rounded to the first integer. Ex. 91, 78, 83
ACADEMIC PLAN	Students Academic Plan	String	12	Yes		EHSE.D001.UG - Dual Credit ECHS.D001.UG - Early College High School
MATH TSI	Math TSI Liability	String	1	Yes		Liable Y/N
READING TSI	Reading TSI Liability	String	2	Yes		Liable Y/N
WRITING TSI	Writing TSI Liability	String	3	Yes		Liable Y/N
ACADEMIC STANDING	End of Term Academic Standing	String	4	Yes		DEAN, GOOD, HONR, MRIT, PROG, SUSP, SUS2
CUMULATIVE GPA	Cumulative GPA	Numeric	F(1.2)	Yes		GPA at TCC Note: Developmental courses are not counted towards GPA
TCC CUMULATIVE HRS EARNED	Cumulative Hours Earned	Numeric	3	Yes		Hours earned at TCC
TOTAL ACTIVE HOURS REGISTERED	Total Active Hours Registered	Numeric	2	Yes		Hours registered for the term at TCC
DEGREE EARNED	Student Degree Earned	String	3	Yes		AAR, AAS, CRT, FOS, MSA
DEGREE NAME	Student Degree Name	String	255	Yes		AA Associate of Arts
DEGREE PROGRAM	Student Degree Program	String	12	Yes		AART.D001.UG
MAJOR DESC	Student Major Desc	String	255	Yes		Associate of Arts
CORE COMPLETE	Student Core Complete	String	1	Yes		Core Complete Y/N
STUDENT HOLDS	Student Holds	String	255	Yes		Specify Holds

Appendix C

List of Data Subject to Disclosure

TCC Educational Partnerships staff are authorized to share the specified information through encrypted emails and/or phone communications, subject to the discretion and approval of TCCD. Requests for information will be evaluated on a case-by-case basis to ensure compliance with applicable policies, regulations, and legislation. Partners are required to submit a request for this information via email to their TCC campus Educational Partnership liaison and must allow a *minimum* of two business days for the information to be returned through encrypted email. The data pertains specifically to Dual Credit,Early College High School, and Pathways in Technology Early College High School (PTECH) students currently enrolled at both TCCD and SCHOOL DISTRICT. Requests for data containing former dual enrollment students (i.e. students who are no longer enrolled at SCHOOL DISTRICT) may not be approved so as to comply with FERPA requirements for the release of personally identifiable information.

- Advising notes
- Attendance Report (see Appendix D)
- Course enrollment information
- Degree audits
- FERPA release forms
- Final Grades
- Grade Point Average (GPA) information
- Graduation list
- Immunization records (MCV4)
- Incoming freshmen list
- List of student names who attended orientation
- Probation/suspension list
- Progress report grades
- PTK student eligibility list
- Residency status
- Student accessibility information
- Student account holds information
- Student conduct information
- Student ID number
- Students' academic standing
- Students TCC email
- TCC rosters
- TSI status
- XDCSR report information

Appendix D

Attendance Data

Data Field	Data Description	Data Type	Data Field Size	Required	Source of Data	Notes
Course Code	Course Section Name & Term	String	255	Yes		Microbiology Non-Sci Majors
Course Name	Student First Name	String	255	Yes		2025SP BIOL-2420-21008
Student First Name	Student Last Name	String	50	Yes		
Student Last Name	Student ID	String	50	Yes		
Student SIS ID	Student ID	String	50	Yes		TCC assigned Student ID number
Session Title	Session Title for Attendance Records	String	50	Yes		Contains varying descriptions of the attendance activity. Ex. 10-Feb, Lab, Monday Lab, Monday Lecture, etc.
Session Start Time	Attendance Record Start Time	String	Date/Time	Yes		Time/date stamp session start for that attendance period
Record Status	Attendance Value	String	100	Yes		Present, Absence, Excused
Record Comment	Attendance Notes	String	255	No		Will displayed entered comments related to the attendance value
Record Time Created	Attendance Record Created Time	String	Date/Time	Yes		
Record Time Last Edited	Attendance Record Created Edited	String	Date/Time	Yes		If attendance value was modified
Total Absences	Total Absences Count	Numeric	6 digits, 2 decimals	Yes		A sum of absences for that student and course section
Total Attended Percentage	Total Attended Percentage	Numeric	6 digits, 2 decimals	Yes		Percentage of total attendance for that student and course section
First Date Attended	First Date Attended	String	Date/Time	Yes		First attendance record for that student and course section
Last Date Attended	Last Date Attended	String	Date/Time	Yes		Last attendance record for that student and course section

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Bret Champion, Chief Schools Officer

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Approval of the Memorandum of Understanding between Arlington ISD and the City of Arlington Diversion Program.

District Priority / Goals Addressed

Academic Growth: Ensure positive, engaging experiences for every student that promotes academic growth and ignite a passion for learning.

Background

Arlington ISD has partnered with the City of Arlington for the Juvenile Case Manage Diversion Program since 2014. This program provides prevention and intervention service for students at risk of educational failure, truancy, and juvenile delinquency.

Fiscal Implications

None

Recommendation

Administration recommends approval of City of Arlington memorandum of understanding as presented.

Submitted by: Bret A. Champion **Date:** September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

City of Arlington Juvenile Case Manager Diversion Program

Memorandum of Understanding

Dates of Agreement: October 1, 2025 -July 31, 2026

City of Arlington Juvenile Case Manager Diversion Program and
Arlington Independent School District

This Memorandum of Understanding (MOU) is a continuation of terms and understanding between **the Arlington Juvenile Case Manage (JCM) Diversion Program** and **Arlington Independent School District {AISD)** to acknowledge our respective agencies' working relationship since 2014 to maximize our community- based prevention/intervention effort and resources. The relationship is designed to ensure accessible services for program participants and/or their families.

The above goals will be accomplished by undertaking the following activities:

The Arlington JCM Diversion Program will:

- Provide prevention/intervention services to students referred to the Arlington Juvenile Case manager (JCM) Diversion Program for services.
- Coordinate with Arlington Independent School District to identify gaps in services and resources.
- Communicate and convey relevant student information to Arlington Independent School District.
- Maintain contact for the purpose of case management, monitoring, coordination, and follow-up.

  Maintain confidentiality under the Family Education Rights and Privacy Act as required by law.

The Arlington JCM Diversion Program will collaborate with the following AISD schools:

- Carter Junior High (TIPS)
- Workman Junior High (TIPS)
- McNutt Elementary (Discover)
- Berry Elementary (Discover)
- Goodman Elementary (Discover)

- Starrett Elementary (Discover)
- Hale Elementary (Discover)
- Amos Elementary (Discover)
- Peach Elementary (Discover)
- *Any AISD school within the city limits of Arlington in AISD that would like to participate in the program.*

Arlington Independent School District will:

- Refer students at risk of educational failure, truancy, and juvenile delinquency to the Arlington JCM and Diversion Program.
- Communicate relevant information to the Arlington JCM and Diversion Program relating to services, student progress, and other student/family related concerns.
- Inform the Arlington JCM and Diversion Program of any other pertinent student related information that is essential to case management (included and not limited to education, family, social and academic dynamics) that Arlington Independent School District determines are relevant for the Arlington JCM and Diversion Program to effectively provide services.

Reporting Requirements

The Arlington JCM and Diversion Program is responsible for collecting, collating, and submitting data as per the project target outputs and outcomes required of the state awarded grant. To the extent permitted by law, Arlington Independent School District agrees to participate in surveys and questionnaires as relevant to the program. The surveys and questionnaires are developed by the Arlington JCM and Diversion Program and submitted to Arlington Independent School District for review upon request.

Arlington ISD

By: _____

Title: _____

Date: _____

Approved as to form:

_____

City of Arlington
Juvenile Case and Diversion Program

By: Leticia M. Evans

Title: Presiding Judge, Arlington Municipal Court

Date: 9/16/2025

Approved as to form:

Leticia M. Evans

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Dolloress Johnson

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Approval of Texas Teacher Evaluation and Support system (T-TESS) Appraisers

District Priority / Goals Addressed

The purpose of this consent is to approve additional Texas Teacher Evaluation and Support System (T-TESS) list of district administrators who evaluate teachers through T-TESS. The proposed list of appraiser(s) for the 2025-2026 school year is attached for consideration.

Background

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

Fiscal Implications

N/A

Recommendation

The administration recommends the Board approve the Texas Teacher Evaluation and Support System list of additional appraisers for the school year 2025-26.

Submitted by: Scott Kahl

Date: September 23, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Arlington ISD T-TESS Appraiser List 2025-2026 SY			
Last Name	**First Name**	**Job Title**	**Location/Campus**
Battah-Miari	Domiana	Assistant Principal	Lamar HS

Arlington Independent School District
Board of Trustees Meeting

October 2, 2025

Contact Person: Scott Kahl

Board Agenda Presented for: **Action:** ☐ **Report:** ☐ **Consent:** ☑

Supporting Documents: **None:** ☐ **Attached:** ☑

Meeting Agenda Item: Request for Board approval of personal services contract between Arlington ISD Administrator(s) and an educational business or entity.

District Priority / Goals Addressed

Determine the contract will cause no harm to the district, the arrangement does not present a conflict of interest, and the services to be performed will occur entirely on the administrator's personal time.

Background

The passage of H.B. No. 3372, provides expectations for administrators prohibiting financial benefit for the performance of personal services. Arlington ISD administrators may not receive compensation from any business entity that conducts or solicits business with the school district that employs the administrator. The Board may approve an administrator 's contract with an education business that provides services regarding the curriculum, or administration of any school district, or another school district, open enrollment charter school or regional educational service center who does not conduct or solicit business with the administrator's district.

Fiscal Implications

N/A

Recommendation

Approve the employee's third party contract if the Board determines it meets the criterion in the District Priority/Goals Addressed section above.

Scott A. Kahl

Submitted by: Scott Kahl **Date:** September 29, 2025

ACADEMIC GROWTH
Ensure positive, engaging experiences for every student that promote academic growth and ignite a passion for learning.

CULTURE
Establish an inclusive culture of respect, support and continuous improvement for all students, staff and families.

SAFETY & DISCIPLINE
Create safe and productive learning environments in which every student and staff member can thrive.

MARKETING & ENGAGEMENT
Involve families and community stakeholders as valued partners in student learning.

RESOURCES
Maximize our resources to promote a thriving district while maintaining sound fiscal management.

Last Name	First Name	Job Title	Company/Entity	Does Business with District	Contract	Chief
Green	Misti	Title 1 Support Dean	ILO Group	No	Received	Champion
Hernandez	Angela	PBIS Coordinator	Connection Capacity, LLC	No	Received	Champion

Arlington INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

Employee Request for Board Approval of Personal Services Contract

ADMINISTRATOR FINANCIAL BENEFIT FOR PERSONAL SERVICES RESTRICTIONS
PROHIBITED ACTIVITIES BY ADMINISTRATORS (H.B. No. 3372)
TEXAS EDUCATION CODE SUBCHAPTER A, CHAPTER 11, SECTION 11.006
(ATTACH ADDITIONAL SHEETS IF NEEDED FOR RESPONSES)

Administrator (Requestor) Name: Angela Hernandez

Job Title: PBIS Coordinator

Company/Entity the Administrator seeks to contract with:

Connection Capacity, LLC

Type/Full description of personal services to be performed:

Professional development services involving departmental and campus behavior MTSS implementation.

Explain how this contract will not harm the Arlington ISD:

The contracted work is separate from AISD and no AISD time or resources are utilized.

Explain how this contract does not present a conflict of interest with your work for Arlington ISD:

The contract does not impair or interfere with the AISD job responsibilities.

Will you perform the contract services entirely on your own personal time?

Yes

Please attach a copy of the contract to this form and submit this completed form with the contract to your supervisor for additional signature and submission to the "Chief" (cabinet member) responsible for your department.

By: Angela Hernandez

Administrator (Requestor) Signature

Theodore Jarchow

Administrator's Supervisor Signature

Office Use Only:
Planned Board Meeting Date:
Administration's recommendation:
Final Board
Decision:

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Master Contract Between
Spring Branch Independent School District
And
Connection Capacity

This Master Contract ("Contract") is entered into between Spring Branch Independent School District ("SBISD" or the "District") (each a "Party", and collectively, the "Parties") and Connection Capacity, ("Vendor") having submitted a response to RFP #16246 Professional Development Services and Material issued by SBISD ("solicitation") and whose response has been accepted and awarded by SBISD. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SBISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

1. **CONTRACT TERMS; AMENDMENT.** The term of this Contract shall be from 1/1/2025 to 12/31/2030. The terms and conditions of this Contract shall govern all procurements for goods and services conducted hereunder. No amendment of this Contract shall be permitted unless and until first approved in writing by SBISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the SBISD Superintendent or designee.

2. **LETTER OF AWARD.** Notwithstanding anything to the contrary contained in these terms and conditions, upon the District's acceptance of a response, Vendor and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to Vendor of acceptance. Vendor will be notified by a "Letter of Award" issued by the Director of Procurement Services, or a designee from the Procurement Department.

3. **NON-EXCLUSIVE CONTRACT.** Any contract resulting from the solicitation is non-exclusive and shall be awarded with the understanding that this contract is for the sole convenience of SBISD. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to SBISD. During the Term of this Contract, SBISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. SBISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at SBISD's sole discretion.

4. **MULTI-AGENCY PARTICIPATION.** Spring Branch Independent School District reserves the right to extend the terms and conditions of this solicitation and Contract to any and all other agencies within the state of Texas as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but is not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to Texas Education Code § 44.031 and Texas Government Code Chapter 791. Vendor agrees to notify SBISD of those entities that wish to use this Contract resulting from SBISD's solicitation and will also provide usage information. Vendor consents to SBISD providing a copy of the Contract, including pricing and the bid requirements incorporated in the Contract, to requesting agencies.

   Each participating jurisdiction or agency shall enter into its own contract with the Vendor and this Contract shall be binding only upon SBISD and Vendor; SBISD shall not be a party to any contract between a participating jurisdiction or agency and Vendor. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract.

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5. **INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE.** Spring Branch Independent School District is a member in good standing of the Central Texas Purchasing Alliance (CTPA /txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

   In support of this collaborative effort, all awards made by Spring Branch Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either Vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, Vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

   To assist an adopting member district in establishing their supporting documentation, Vendor's response and related documents owned by the originating district may be shared without prior notification to Vendor, unless Vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not to occur without prior permission of Vendor.

   The adopting district shall be responsible for the management of the new contract and all payments to Vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

6. **USE OF DISTRICT NAME OR LOGO(S).** Vendor may not use SBISD's official name or logo, or any phrase associated with the District without written permission from the Board of Trustees, Superintendent of Schools, or a SBISD designee.

7. **EMPLOYEE SOLICITATIONS.** SBISD and Vendor shall agree that, during the Term of this Contract, neither party will directly solicit, induce, or attempt to induce any of the other party's employees to leave the employment of the other party. This provision does not restrict an employee of either party from exercising his/her individual rights to apply for any vacant position(s) with the other party.

8. **NO AGENCY OR ENDORSEMENTS.** It is the intention of the parties to this Contract that Vendor is independent of SBISD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of SBISD. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between SBISD and Vendor, or SBISD and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of SBISD and SBISD has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or material. Vendor agrees that SBISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

9. **BUSINESS ETHICS AND CONFLICTS OF INTEREST.** Vendor is required to provide SBISD a completed Conflict of Interest Questionnaire (Form CIQ) with Company Name, Signature and Date. This form must be provided even if Vendor has no conflict of interest.

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During the course of pursuing contracts, and the course of contract performance, Vendor will maintain business ethics standards that avoid real or apparent conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of SBISD, its authorized agents and representatives, or to family members of any of them. At any time Vendor believes there may have been a violation of this obligation, Vendor shall notify SBISD of the possible violation. SBISD is entitled to request a representation letter from Vendor, its subcontractors or Vendors at any time to disclose all things of value passing from Vendor, its subcontractors or Vendors to SBISD's personnel or its authorized agents and representatives.

10. **NON-APPROPRIATION OF FUNDS.** Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on SBISD by this Contract, SBISD shall have the right to terminate this Contract or any purchase order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SBISD if it is determined by SBISD, at its sole discretion, that there are insufficient funds to extend this Contract or any purchase order. The Parties agree that this Contract and/or any purchase order are commitments of the current revenue of SBISD only.

11. **TERMINATION OF CONTRACT.** This Contract shall remain in effect until:

    (1) the Contract expires by its Term, or

    (2) the Contract is terminated by mutual consent of SBISD and Vendor.

    If SBISD terminates this Contract for any reason stated herein, SBISD shall provide written notice of termination to Vendor.

    In the event of a breach or default of this Contract and/or the solicitation by Vendor, SBISD reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of SBISD.

    Vendor(s) shall provide the District with ninety (90) days' written notice of contract termination and either loss or reduction of any coverage.

    Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

    11.1.1. **CAUSE TERMINATION**. SBISD also reserves the right to terminate the Contract, with thirty (30) days' advance written notice to Vendor, if SBISD believes that, in its sole discretion, it is in the best interest of SBISD to do so.

    11.1.2. **NO CAUSE TERMINATION**. SBISD also reserves the right to terminate the Contract, with thirty (30) days' advance written notice to Vendor, if SBISD believes that, in its sole discretion, it is in the best interest of SBISD to do so.

12. **NO WAIVER OF IMMUNITY.** SBISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.

13. **COMPLIANCE WITH LAWS.** Vendor shall comply with all applicable federal, state, local, and State of Texas laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire

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duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.

14. **GOVERNING LAW AND EXCLUSIVE VENUE.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving SBISD must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the Parties hereby submit to the exclusive jurisdiction of said courts.

15. **PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200).** When SBISD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR").

    15.1.1. Vendor must complete the SBISD EDGAR Contract Addendum before a purchase order can be entered as proof of their willingness and ability to comply with certain requirements which may be applicable to specific SBISD purchases using federal grant funds. This information will be made available to the District for its use while considering its purchasing options when using federal grant funds.

16. **CUSTOMER SUPPORT.** Vendor shall provide timely and accurate technical advice and sales support to SBISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request.

17. **WORKFORCE (IF APPLICABLE).** Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which/shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SBISD property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SBISD property.

18. **SUBCONTRACTORS (IF APPLICABLE).** If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to SBISD for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between SBISD and any such subcontractor, nor shall it create any obligation on the part of SBISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

19. **SBISD LOCAL CRIMINAL BACKGROUND HISTORY/CHECKING.** Vendor(s) who will be performing services on District property must pass a criminal history background check conducted by SBISD's Police Department via the electronic background check system located at http://tsapp.springbranchisd.com/BackgroundCheck.

20. **CRIMINAL BACKGROUND CHECK** (TEC § 22.0834; TEC, § 22.08341; Texas Government Code, § 411.0845). Prior to commencing any work under the Contract, if Vendor contracts with SBISD to provide services, Vendor must comply with all requirements relating to criminal history information required by Tex. Educ. Code Chapter 22, including completing SBISD's Criminal History Background Check Form(s). Vendor must also ensure subcontractors' compliance with Tex. Educ. Code, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at SBISD locations; Vendor and any subcontracting entity may not permit a "covered employee" to

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provide services at a school if the employee has a “disqualifying criminal history” (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify SBISD in writing within three (3) business days. If SBISD, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee’s criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by SBISD through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on SBISD’s project/contract. The criminal history record information review obligation applies if Vendor contracts with SBISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on SBISD property. Use of any tobacco products is not permitted on school property.

21. **IRS FORM W-9.** To receive payment under this Contract, Vendor shall provide SBISD a current I.R.S Tax Identification Number and W-9 Form.

22. **ORDERING PROCEDURES.** A purchasing commitment represents an obligation to pay Vendor for future delivery of goods or services. SBISD’s purchase commitments are made via purchase orders. No payments will be made for work performed or goods delivered before a purchase order is issued by the Procurement Department. If Vendor commences work before Vendor has received a valid purchase order, it is at Vendor’s own risk. Purchase orders are issued by SBISD and submitted electronically to Vendor by fax or email.

23. **TAX EXEMPT STATUS.** SBISD is exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SBISD shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

24. **STATE OF TEXAS FRANCHISE TAX.** Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas. For corporations, a current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

25. **TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES.** Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold SBISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

26. **METHODS OF PAYMENT.** Vendor may select from the following two forms of payment methods:

    26.1.1. CARD (Ghost Card) – SBISD’s preferred method of payment. Card payments are made available to Vendor immediately after file payment submission. After Vendor receives an auto-generated email remittance advice notification, Vendor can download the payment to their ‘card’. If Vendor accepts payment via ghost cards, Vendor must establish Vendor’s own contract with a merchant card bank to fund Vendor’s bank accounts. . Any fees for payment’s received by CARD are negotiated between Vendor and Vendor’s choice of merchant card

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bank or at the discretion of Vendor's bank. If Vendor is paid by CARD, SBISD does not charge any fee to Vendor. SBISD will process invoices several times per week for payments to be made by CARD..

26.1.2. Automated Clearing House (ACH)
Electronic fund transfer to Vendor's bank account. SBISD will process invoices at the end of each week for payments to be made by electronic fund transfer

27. **INVOICES; PAYMENTS.**

27.1.1. Vendor shall submit invoices, in duplicate, directly to SBISD's Account Payable office for processing. Electronic invoices may be sent to accountspayable@springbranchisd.com. Each invoice shall include SBISD's purchase order number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SBISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of SBISD's receipt shall be made available upon request by SBISD.

27.1.2. SBISD will make payments directly to Vendor. SBISD shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor.

27.1.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to Vendor. Payments are due to Vendor by SBISD within forty-five (45) days after the later of the following: (1) the date SBISD receives the products and services under this Contract; (2) the date the performance of the service under this Contract is completed; or (3) the date SBISD receives an invoice for the products or service.

27.1.4. SBISD shall initiate payment for purchased goods and/or services thirty (30) days after the goods have been received, or services rendered.

27.1.5. In the event the Contract is terminated prior to the end of the stated Term, payments will only be made to the extent that work has been performed by Vendor and accepted by SBISD prior to termination.

27.1.6. Vendor agrees to pay any subcontractors the appropriate share of the payment received from SBISD not later than the tenth (10th) day after the date Vendor receives the payment from SBISD. The exceptions to payments made by SBISD and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

28. **NO SUBSTITUTION.** Any purchase order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and solicitation. Vendor shall not deliver substitutes without prior written authorization from SBISD.

29. **CHANGE ORDERS (IF APPLICABLE).** Pursuant to TEX. EDUC. CODE § 44.0411(a), if a change in plans or specifications is necessary after the performance of a purchase order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, SBISD may approve change orders making the changes. The total purchase order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A purchase order with an original contract price of $1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a purchase order with an original contract price of less than $1 million increases the contract amount to $1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

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30. **VENDOR PERFORMANCE.** Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work or purchase order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

31. **VENDOR NON-PERFORMANCE.** If at any time, Vendor fails to fulfill or abide by the terms and conditions or specifications of the Contract, SBISD reserves the right to:

    - purchase on the open market and charge Vendor the difference between contract price and actual purchase price, or
    - deduct such charges from existing invoice totals currently due, or
    - cancel within thirty (30) days written notification of intent and remove Vendor from the active procurement file for a period of time not less than one (1) year.
    - re-bid the service/product.
    - award to next lower responsible Proposer, if accepted by same.

32. **PRICING CHANGES.** All prices and discount percentages in Vendor's response shall be firm for the Term of this Contract. All price changes for products and/or services provided under this Contract must be approved, in writing, by SBISD prior to taking effect and in the same format as was accepted in Vendor's original response.

    32.1.1. If the solicitation and this Contract include the option to extend the Term for additional year(s), price increases for each additional year will be negotiated and shall not exceed the Consumer Price Index (CPI) in the SBISD area at the time of renewal. Prices may be negotiated to prices below the current pricing.

    32.1.2. Pricing may be negotiated during the Contract renewal period and must be completed sixty (60) days before the date of renewal.

    32.1.3. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price Vendor is paying suppliers.

    The following documentation shall be provided to support a request for a price change:

    - justification for change/increase
    - terms and conditions
    - market conditions
    - manufacturers'/distributors' impact, if any

    All price decreases shall be allowed for all products and/or services.

33. **NEW PRODUCTS.** New products that meet the specifications detailed in the solicitation may be added to this Contract, with prior written approval from SBISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products under this Contract, if the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the solicitation. Products may not be added to avoid competitive procurement procedures. SBISD may reject any proposed additions, without cause, in its sole discretion.

34. **TITLE AND RISK OF LOSS.** When SBISD purchases (not leases) a product under this Contract, title and risk of loss shall pass upon the latter of SBISD's acceptance of the product or payment of the

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applicable invoice.

35. **WARRANTY CONDITIONS.** Vendor warrants that all product(s) and/or service(s) provided by Vendor under this Contract are warranted as free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SBISD's acceptance of the product and/or service or payment of the applicable invoice.

    35.1.1. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the solicitation and purchase order.

    35.1.2. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended.

    35.1.3. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in Vendor's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, solicitation, or purchase order.

36. **NOTIFICATION OF MATERIAL CHANGE.** Vendor shall notify SBISD's Director of Procurement Services in writing when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

37. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** The District and Vendor may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving Party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing Party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing Party, not publish or disclose the disclosing Party's Confidential Information to anyone other than the receiving Party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a Party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving Party; (b) is already known to the receiving Party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving Party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing Party; (e) is clearly demonstrated by the receiving Party to have been independently developed by the receiving Party without access to the disclosing Party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the Party intending to make such required disclosure shall notify the other Party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

38. **DATA AND PROPRIETARY INFORMATION.** All work, regarding this project, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and SBISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Vendor's personnel in the course of performing the work. SBISD acknowledges and agrees that (i) as between Vendor and SBISD, Vendor owns all right, title and interest in and to Vendor's Intellectual Property, (ii) nothing in this Contract shall confer in SBISD or any of its affiliates any right of ownership in any of Vendor's Intellectual Property, and (iii) SBISD shall not now or in the future contest the validity of any of Vendor's Marks.

39. **TEXAS PUBLIC INFORMATION ACT (TPIA).** Vendor acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District

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is required to comply with the requirements of the TPIA. In the event that the request involves documentation that Vendor has clearly marked as confidential and/or proprietary, the District will provide Vendor with the notices under the TPIA. Vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Vendor waives any claim against and releases from liability SBISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, SBISD, and determined by SBISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

40. **STUDENT CONFIDENTIALITY.** Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Vendor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Vendor must comply with said law and regulations and safeguard student information. Vendor may not disclose student information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for the purposes of this Contract.

41. **RECORDS RETENTION.** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all material(s) and/or service(s) provided by Vendor to SBISD under this Contract. These records and accounts shall be retained by Vendor and made available for review by SBISD for a period of **not less than five (5) years** from the date of completion of the service(s), receipt of material(s), the date of the receipt by SBISD's final invoice or claim for payment in connection with this Contract, or the date SBISD makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. For Bond funded projects, Vendor shall retain these records and accounts and make available for review by SBISD indefinitely.

42. **RIGHT TO REVIEW, AUDIT, AND INSPECT.** SBISD, any federal agency that has awarded federal funds/grant(s) to SBISD, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract. Inspect any project performed by Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all purchase orders resulting from this Contract and records which may have a bearing on matters of interest to SBISD in connection with Vendor's work for SBISD, and shall be open to inspection and subject to audit/review and/or reproduction by SBISD, and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

    42.1.1. Vendor's compliance with this Contract and the requirements of the solicitation.

    42.1.2. Compliance with provisions for computing billings to SBISD.

    42.1.3. Any other matter related to this Contract.

43. **PENALTIES.** If Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Contract or the solicitation, SBISD may take the following action(s), in the sole discretion of SBISD, and Vendor agrees to comply with the chosen action(s):

    43.1.1. Insist that Vendor honor the quoted price(s) specified in Vendor's response, as applicable;

    43.1.2. Have Vendor pay the difference between Vendor's price and the price of the next acceptable response, as determined by SBISD;

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43.1.3. Have Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or

43.1.4. Recommend to SBISD Board of Trustees that Vendor no longer be given the opportunity to submit a response to SBISD and/or that this Contract be terminated.

44. **PERFORMANCE AND PAYMENT BONDS (IF APPLICABLE).** Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any purchase order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a purchase order is in excess of $100,000.00 for SBISD; a payment bond is required if a purchase order is in excess of $25,000.00 for SBISD. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the Spring Branch Independent School District.

45. **DEBARMENT AND SUSPENSION.** Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

    Recipients and subrecipients are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services. Vendors receiving awards of contracts all sub- recipients must certify that the organizations and its principals are not suspended or debarred.

46. **INDEMNIFICATION. VENDOR SHALL INDEMNIFY AND HOLD HARMLESS SBISD, INCLUDING SBISD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY SBISD.**

47. **MATERIAL SAFETY DATA SHEETS (MSDS) (IF APPLICABLE).** Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided for each ordering department. MSDS must be delivered along with the shipment within this Contract Term. Upon request, additional MSDS must be provided in a timely manner at no charge to the District. If OSHA or Federal or State laws provide for additional requirements, those requirements shall be met by Vendor, in addition to the MSDS requirement.

48. **ELECTRICAL ITEMS (IF APPLICABLE).** All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

49. **SAFETY.** Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by SBISD, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines

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and standards as required by SBISD. Vendor shall indemnify and hold SBISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

50. **SBISD'S PROPERTY.** In the event of loss, damage, or destruction of any property owned by or loaned by SBISD that is caused by Vendor or Vendor's representative, agent, employee, or subcontractor, Vendor shall indemnify and pay to SBISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SBISD's determination of the amount due. If Vendor fails to make timely payment, SBISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SBISD.

51. **INSURANCE.** Vendor is required to provide SBISD with copies of certificates of insurance, naming SBISD as an additional insured for General Liability Insurance, within 14 business days of contract award and prior to the commencement of any work under this Contract. Certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to SBISD prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to SBISD. Vendor shall give SBISD a minimum of thirty (30) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below.

    All policies of insurance shall waive all rights of subrogation against SBISD and its officers, employees and agents. Upon approval notice, certified copies of original insurance policies shall be furnished to SBISD. SBISD, as requested, shall be named as an "additional insured" on insurance policies, except workers' compensation. In SBISD's sole discretion, SBISD may require additional insurance should SBISD deem additional insurance necessary.
    SBISD Insurance Requirements for Vendors/Contractors

52. **EQUAL OPPORTUNITY.** It is the policy of SBISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

53. **SEXUAL AND VERBAL HARASSMENT.** The policies of SBISD, along with sections of federal and state Laws, prohibit sexual and verbal harassment of any employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned. Vendors is required to exercise control over Vendor's employees, agents, and subcontractors so as to prohibit acts of sexual and verbal harassment. If Vendor or Vendor's employees, agents, and subcontractors violate this provision, SBISD may immediately remove such person in violation for such behavior from the project site and/or from SBISD premises.

54. **FORCE MAJEURE.** Neither SBISD nor Vendor shall be deemed to have breached any provision of

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this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond SBISD or Vendor's control.

SBISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision.

The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance by either Party to this Contract caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. SBISD and Vendor shall not have any claim for damages against one another resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, SBISD shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of SBISD's contractual, legal, or equitable rights.

55. **SEVERABILITY.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

56. **WAIVER.** Failure by either Party at any time to require the performance by the other Party of any term hereof shall not be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term. Waiver on the part of either Party of any term hereof shall not be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the Parties..

57. **ENTIRE AGREEMENT.** This Contract, the solicitation, the portions of Vendor's response to the solicitation accepted by SBISD, Vendor’s completed SBISD Vendor Packet, the attached and incorporated attachments, addendum, and/or exhibits, if any, and SBISD-issued purchase order(s) contain the entire agreement of the Parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between or among the documents forming this Contract, the following order of precedence shall apply: (1) this Contract; (2) Vendor’s completed SBISD Vendor Packet; (3) SBISD-issued purchase order(s); (4) the solicitation; (5) the portions of Vendor's response to the solicitation accepted by SBISD; and (6) attached and incorporated attachments, addendum, and/or exhibits. This Contract supersedes any conflicting terms and conditions on any Vendor-issued purchase orders, invoices, checks, order acknowledgements, forms, or similar commercial documents relating hereto and which may be issued by Vendor after the effective date of this Contract.

58. **ASSIGNMENT OF CONTRACT.** Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of SBISD. Any attempted assignment of this Contract by Vendor shall be null and void. Any purchase order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SBISD.

59. **NOVATION.** If Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract via

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a formal assignment agreement executed by Vendor, the successor in interest, and SBISD. SBISD reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of Vendor.

60. **NOTICE.** Any notice provided under the terms of this Contract by the Parties to any other shall be in writing and shall be given by hand-delivery, certified registered mail, return receipt requested, email, or fax. Notice shall be sufficient if made or addressed to the Party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt.

    Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party by certified mail, return receipt requested, fax or email.

61. **CAPTIONS.** The captions herein are for convenience and identification purposes only. They are not an integral part and are not to be considered in the interpretation of any part hereof.

62. **INTERPRETATION.** Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

IN WITNESS THEREOF, SBISD and Vendor have executed this Contract effective on the date of the last signature to this Contract.

Contract Number: 16246

Contract Title: Professional Development Services and Material

Contract Term: 1/1/2025-12/31/2030

Spring Branch Independent School District

By: Lawanda Coffee

Executive Director of Procurement and Compliance

Date: 11/21/2024

Tax ID Number: 74-6001379

Connection Capacity

By: Cheryl Boyland

Authorized Representative

Name: Cheryl Boyland

Printed Name of Authorized Representative

Title: Founding Partner

Printed Title of Authorized Representative

Date: 11/20/2024

Tax ID Number: 92-3787968

Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

Employee Request for Board Approval of Personal Services Contract

ADMINISTRATOR FINANCIAL BENEFIT FOR PERSONAL SERVICES RESTRICTIONS
PROHIBITED ACTIVITIES BY ADMINISTRATORS (H.B. No. 3372)
TEXAS EDUCATION CODE SUBCHAPTER A, CHAPTER 11, SECTION 11.006
(ATTACH ADDITIONAL SHEETS IF NEEDED FOR RESPONSES)

Administrator (Requestor) Name: Misti Green

Job Title: Title I Support Dean

Company/Entity the Administrator seeks to contract with:
ILO Group

Type/Full description of personal services to be performed:
The Consultant will provide personal services to support instructional and programmatic improvement across the district. Services may include, but are not limited to:

- Designing and facilitating professional learning
- Conducting curriculum audits and instructional reviews
- Reviewing and aligning assessments
- Supporting alignment of instructional materials
- Assisting in program analysis and improvement planning

Explain how this contract will not harm the Arlington ISD:
This work will be performed entirely on personal time, using personal devices and resources. Arlington ISD is not involved in the contracted services in any capacity. No district materials, data, or systems will be used. This work will not interfere with or impact Arlington ISD operations or responsibilities in any way.

Explain how this contract does not present a conflict of interest with your work for Arlington ISD:
The consulting work does not present a conflict of interest under HB 3372. Arlington ISD is not a client or beneficiary of the services. The work is independent of district duties and does not involve curriculum or instructional materials used within Arlington ISD.

Will you perform the contract services entirely on your own personal time? Yes

Please attach a copy of the contract to this form and submit this completed form with the contract to your supervisor for additional signature and submission to the "Chief" (cabinet member) responsible for your department.

Administrator (Requestor) Signature

Administrator's Supervisor Signature

Office Use Only:
Planned Board Meeting Date:
Administration's recommendation:
Final Board
Decision:

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Consulting Agreement

This letter will serve as an agreement (the "Agreement") between ILO Group (the "Company") and Misti M. Green (the "Contractor") for services rendered to the Company. Company and Contractor may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

1. **Work and Services to be Performed**
    a. Contractor shall provide to ILO Group the services and prepare the deliverables set forth in Schedule A and/or subsequent appendices in accordance with the schedule specified in that schedule.
    b. Sabrina Solares-Hand shall be Contractor's primary contact within ILO Group for purposes of this Agreement and Julia Rafal-Baer shall be the only individual authorized to grant any approvals required by this Agreement. ILO Group may change this contact person at any time with notice to Contractor.

2. **Effective Dates.** Contractor will render services to the Company beginning September 1, 2025. The Agreement will remain in effect until either party terminates the Agreement or on June 30, 2026. The Agreement may be terminated by either party upon thirty days (30) prior written notice to the other party, unless the termination of the Agreement is mutually agreed upon, in which case no notice is required. The Company may terminate this Agreement immediately for cause or upon the death or permanent disability of the Contractor. In the event of such termination, the Company shall pay the Contractor all fees incurred through the termination date.
    a. Company understands and agrees that pursuant to applicable law, this Agreement must be presented to and approved by the Arlington ISD Board of Trustees in a public meeting and shall not become effective until such approval by the Arlington ISD Board of Trustees.

3. **Compensation.** The Contractor will be paid as described in Schedule A or subsequent appendices. The Company will not be required to make any payments, either partial or full, if the Work Product as submitted does not meet the

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requirements of this Agreement or the Company's standards of acceptance. In preparing the Work Product, Contractor will at all times be an independent contractor and not an employee of the Company, for purposes of all state, federal, and local laws.

a. The manner in which Contractor prepares the Work Product will be within Contractor's sole control and discretion.
b. Contractor may have other clients so long as there is no material conflict of interest with the Company.
c. Contractor will not have any set hours of work; and Contractor may work at any location Contractor chooses subject to subsequent Appendices.
d. The Company shall reimburse Contractor for reasonable travel and other business expenses incurred by its agents in the performance of the duties hereunder in accordance with the Company's general policies, as they may be amended from time to time during the course of this Agreement. All reimbursement expenses shall be pre-approved by the Company.
e. Funding Contingency. The Company reserves the right to rescind, cancel, or suspend this agreement if funding is withdrawn by the Company's primary funding sources for the services being provided by Contractor. Any such rescission, cancellation, or suspension shall be effective immediately upon Contractor's receipt of written notice from the Company.

The following applied if checked:

f.____The Company shall reimburse Contractor for reasonable travel and other business expenses incurred by its agents in the performance of the duties hereunder in accordance with the Company's general policies, as they may be amended from time to time during the course of this Agreement. All reimbursement expenses shall be pre-approved by the Company. ILO Group may issue reimbursements only to individuals with whom it has a direct contractual relationship or formal agreement. Reimbursements will not be provided to third-party individuals on behalf of others. If a reimbursement request is submitted on behalf of a third-party individual, the request must include confirmation that the recipient is not a current government employee

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In cases where the third-party individual is a current government employee, reimbursement may be issued only upon receipt of formal documentation verifying that such payment has been explicitly authorized by the appropriate governing body (e.g., a school board or state agency oversight entity).

g.____Material/incidental expenses incurred while completing the Work Product will be reimbursed, if approved by the Company in advance and at its sole discretion.

Contractor will not be eligible for any benefit or leave programs maintained by the Company for its employees. Contractor will also be responsible for payment of all taxes and contributions (such as FICA and FUTA) on the sums paid pursuant to this Agreement. The Company will not withhold any employment taxes from its payments to Contractor under this Agreement, but will report the amounts it pays to Contractor on IRS Form 1099.

4. <u>Assignment of Copyright.</u>

a. The Company and Contractor intend this to be a contract for services and each considers the products and results of the services to be rendered by Contractor hereunder (the "Work") to be a work made for hire. Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Company.

b. If for any reason the Work would not be considered a work made for hire under applicable law, the Contractor does hereby sell, assign, and transfer to the Company (and its successors and assigns) the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

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c. The Contractor reserves all intellectual property rights not expressly granted to the Company by this Agreement. Subject to Section 5 of this Agreement, nothing herein shall preclude Contractor from using the concepts behind any Work in the creation of subsequent works of authorship.

d. The Contractor shall not provide any Work to the Company to which it does not hold all right, title and interest necessary for the Company to use the same as contemplated by this Agreement.

5. **Confidential Information.**

a. The Contractor acknowledges that all information acquired by the Contractor relating directly or indirectly to the present or contemplated business and affairs of the Company is a valuable, special, and unique asset of the Company and is to be held in trust by the Contractor for the Company's and its customers' sole benefit. The Contractor shall not, at any time during or after the term of this Agreement, use for him/herself or others, or disclose or communicate to any person for any reason, any Confidential Information without the prior written consent of the Company. The Contractor shall return or destroy (as directed by the authorized agent) all Confidential Information made available under this Agreement, including copies of such Confidential Information, upon the first to occur of (a) completion of the Services or (b) request by the Company.

b. If the Contractor becomes legally compelled to disclose any of the Confidential Information received from the Company, the Contractor shall use reasonable efforts to provide the Company with prompt written notice of such requirement prior to disclosure so that the Company may seek a protective order or other appropriate remedy. The Contractor shall provide reasonable cooperation to the Company. The Contractor shall not provide any Confidential Information to the Company in violation of applicable law.

c. Company acknowledges and agrees that pursuant to applicable law, this Agreement must be provided to and approved by the Arlington ISD board of trustees in a public meeting. Company further acknowledges

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and agrees that this Agreement, once provided to the Arlington ISD Board of Trustees for review and approval is subject to public disclosure under Chapter 552 of the Texas Government Code.

6. **Return of Documents.** All originals, copies and summaries of manuals, memoranda, notes, notebooks, records, reports, plans, drawings, and other documents or items of any kind concerning any matters affecting or relating to the present or contemplated business and affairs of the Company and its customers, whether or not they contain Confidential Information, are and shall continue to be the property of the Company and its customers, and all of such documents or items in the actual or potential possession or control of the Contractor shall be delivered to the Company by the Contractor promptly upon termination of this Agreement.

7. **Content of Work.** The Company has the right to edit, abridge, and condense the Work, and Contractor agrees to make reasonable revisions to the Work requested in good faith by the Company. Contractor warrants that the Work, as provided by Contractor, will be accurate and original, will not have been previously published, and will not infringe on any copyright. The Company is not obligated to use the Work. Contractor makes no warranties regarding the Work as edited, abridged or condensed by Company or as requested to be modified by Company.

8. **Public Statements.** Contractor agrees that during the term of this Agreement and at all times thereafter, Contractor will not make any public statements (oral or in writing) that suggest or imply in any way that Contractor is employed by the Company or that Contractor is speaking on behalf of the Company, or that Contractor is authorized to speak on behalf of the Company. The Contractor shall not present publicly, publish, or make available to any third-party articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement without mutual agreement between the Contractor and the Company. Subject to section 5(c) above, in no event shall Contractor disclose in any manner (including but not limited to on its website or in its marketing material or

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proposals) that it has performed services on behalf of the Company without the written consent of the Company.

Contractor recognizes and agrees that as a result of its engagement by Company under the terms of this Agreement, it is assuming a position of confidence and trust and as such the Parties promise not to in any way, directly or indirectly, at all times during the Term and thereafter, defame, denigrate, criticize, malign, disparage, libel, or slander the other Party and/or its member(s), employees and related entities; and neither Party shall disclose to any person the reasons, if any, that this Agreement was terminated unless such disclosure is authorized in writing by the other Party or is otherwise required by law. The Parties acknowledge that these warranties are a material term of this Agreement.

9. **Non Solicitation.** In view of the fact that the services to be rendered by Contractor on behalf of the Company are of a special, unique and extraordinary character, during Contractor's engagement by the Company and until the second anniversary of the termination of this Agreement for any or no reason, Contractor shall not, in any capacity, either directly or indirectly, without the prior written consent of the Company:
    a. solicit, seek, request, encourage or otherwise attempt to acquire, accept in any way, attempt to do, or do any business for or on behalf of, except while directly providing services to the Company, any Actively-Solicited Client-Account and any Company Client, (as defined below) who was such a Company Client within the one-year period prior to the Date of Termination;
    b. induce or solicit any employee of the Company or any of its affiliates, (A) to terminate such individual's employment with the Company or any of its affiliates or (B) to enter into an employment, consulting, or independent contractor relationship with an entity other than the Company or any of its affiliates (provided that the foregoing shall not apply to generalized solicitations of employees by use of advertisements in the media that are not targeted at employees of the Company or any of its affiliates, or incidental contacts by third-party recruiters that are not

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targeted at employees of the Company or any of its affiliates, which in each case are not made with a view to avoiding the provisions of this covenant);

c. For purposes of this Agreement, "Actively-Solicited Client- Account" shall mean and include, as the case may be, a person from whom the Company, its subsidiaries or affiliates was actively soliciting in the year prior to Contractor's termination. The term "Company Client" shall mean any entity to whom the Company was providing services during the term of this Agreement or within one year of the start date of this Agreement;
d. Contractor acknowledges that all goodwill derived from the performance of services by Contractor is the sole asset of Company, and that Contractor's remuneration for the creation of such goodwill and its assignment to Company is the consideration from Company to Contractor referenced in this Agreement.

10. **Contractor Responsibility.** Contractor understands and agrees that Contractor is not an agent of the Company. Contractor may not incur any debt, obligation, or liability of any kind in the name of or on the account of the Company, unless specifically authorized in writing to do so.

11. **Representations and Warranties.** The Contractor represents and warrants to Company that:
    a. the Contractor shall perform the Services in a professional and workmanlike manner consistent with the highest industry standards, and the Contractor shall reperform at no cost, expense, or charge to the Company any of the Services that are not in compliance with this warranty;
    b. all employees and subcontractors (if any) of the Contractor that have access to Confidential Information of the Company shall have agreed with the Contractor in writing to confidentiality obligations as least as stringent as set forth in this Agreement;
    c. any and all Works and Materials, as provided by Contractor and unmodified by Company, shall be original works of authorship of the Contractor (and its employees and subcontractors) and shall not be

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subject to any limitation or restriction on their use or assignment of any kind;

d. the Contractor is duly organized, validly existing and in good standing under the laws of its state of incorporation or Company and is duly authorized to enter into this Agreement; and

e. subject to section 2(a) above, entering into this Agreement shall not violate or cause the breach of any other agreement entered into by the Contractor.

12. **Liability.** In no event shall the Company be liable to the Contractor for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement. Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of the Company to the Contractor exceed the total amount of compensation to be paid to the Contractor.

13. **AI Platforms.**

a. **Data Use Restriction**. Contractor shall not use, access, analyze, share, or permit the use of any documents, content, data, or other materials provided by or on behalf of the Client ("ILO Content") or created by the Contractor ("Contractor Content") in performance of its duties under this Agreement (or derived from such ILO Content or Contractor Content) for the purpose of training, fine-tuning, or otherwise improving any artificial intelligence models, machine learning algorithms, or similar technologies. The Contractor further agrees that ILO Content and Contractor Content will not be used in aggregate, anonymized, or derivative form for AI-related purposes, nor shall it be shared with any third party (including subcontractors or affiliates) for such purposes. Without limiting the foregoing in any manner, Contractor expressly agrees that it will not make available to ChatGPT, Gemini, Co-Pilot, Perplexity, Claude or any similar AI platform ("AI Platforms") any ILO Content provided to it by ILO (or works derived from such ILO Content) or any Contractor Content created by Contractor in performance of its duties under the Agreement

(or works derived from such Contractor Content). This restriction shall survive the termination of this Agreement indefinitely.

b. Use of AI Platforms. The Contractor shall not use any AI Platform to create any work product or to provide any services to the Company without the express prior written permission of _____.

14. **Agreement.** This letter is the entire agreement between Contractor and the Company with respect to the Work. The Agreement can be changed only by another written agreement signed by both Parties, and cannot be orally modified. If a dispute arises, this Agreement shall be construed according to the laws of the District of Columbia.

Misti M. Green	**ILO Group**
Signature DocuSigned by: Misti M. Green 71880A544D514E0...	**Signature**
Name: Misti M. Green **Title**:	**Name**: Cerena Parker **Title**: COO
Date: 9/9/2025	**Date:** September 8, 2025

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