

Regular Meeting

Thursday, November 6, 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: Human Resources – Employee Benefits**
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. Intruder Detection Audit Finding(s)
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. Team USA World Para Athletics Championship Athlete - Kerragan Johnson
7. **OPEN FORUM FOR AGENDA ITEMS:**
8. **APPOINTMENTS:**
 - 8.A. Consider Ratification of Administrative Appointment:
Assistant Principal Pope Elementary
Assistant Principal Speer Elementary
9. **COMMITTEE AND STAFF REPORTS:**
 - 9.A. Governance Committee Report
 - 9.B. 2019 Bond Update Report
 - 9.C. Academic Calendar Committee Report
 - 9.D. Sixth Grade Next Steps Report
 - 9.E. Beginning of Year (BOY) Literacy and Mathematics Screener Report
10. **ACTION:**
 - 10.A. Consider Approval of the Targeted Improvement Plans (TIPs) and Turnaround Plans

(TAPs)

- 10.B. Consider Approval of 2025-2026 Internal Audit Plan
- 10.C. Consider and approve a resolution appointing consultants and directing staff and consultants to prepare for the issuance and sale of refunding bonds
- 10.D. Consider and adopt an order authorizing the issuance of unlimited tax refunding bonds, establishing sale parameters, authorizing the execution of a bond purchase agreement and an escrow agreement; approving an official statement; and enacting other provisions relating to the subject

11. CONSENT AGENDA:

- 11.A. Approval of Personnel Recommendations: New Hires, Retirements, Resignations, Leaves of Absence, Dismissals, Terminations, Non-Renewals, Non-Extensions
- 11.B. Approval of Minutes of Prior Meetings
- 11.C. Approval of Purchases Greater than \$100,000
- 11.D. Approval of Bids
- 11.E. Approval of Tarrant County College District (TCCD) & Arlington ISD (AISD) Education Experience Affiliation Agreement
- 11.F. Approval of Texas Teacher Evaluation and Support System (T-TESS) Appraisers
- 11.G. Approval of the Revised City of Arlington Juvenile Case Manager Diversion Program Memorandum of Understanding.
- 11.H. Approval of Conveyance and Final Cost of Conveyance of 2401 Roberts Circle to the City of Arlington in Exchange for Property Located at 2200 Greenway St.
- 11.I. Approval of the Amendment to the Capital Needs Steering Committee

12. OPEN FORUM FOR NON-AGENDA ITEMS:

13. SUPERINTENDENT COMMENTS:

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

14. TRUSTEE COMMENTS:

- 14.A. Board member attendance at various school and community events.
- 14.B. Board member announcement of various upcoming school and community events.

14.C. Board member visits to various campuses.

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

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

15. **CLOSED MEETING:**

16. **ADJOURNMENT:**

Board Secretary



HR Workshop- Employee Benefits

Holly Stambaugh
November 6, 2025

PURPOSE

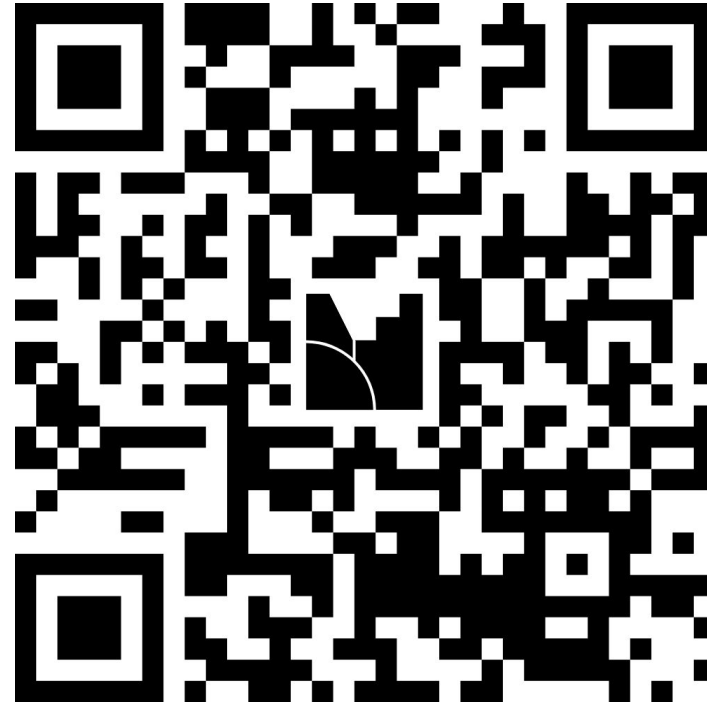
Collaboratively review the current AISD healthcare model to inform recommendations for future plan coverages and cost management.



Stakeholder Feedback

Items to consider in your feedback:

- Cost
- Quality
- Plan Design
- Affordability
- Premiums





Healthcare

Goal:

Maintain highly competitive benefit plans for employee retention and recruitment.

Current Landscape of Employee Benefits:

- Wide range of health and voluntary benefits available to eligible employees.
- AISD medical contribution increased by \$33/month per medically enrolled employee for the 2025–2026 school year.
- \$51 wellness credit for employees who reach “Gold” status through annual biometrics, exercise, etc.
- Cost of employee only medical coverage is \$189 for paraprofessional/auxiliary and \$204 for professional staff (includes district contribution and the \$51 wellness incentive)
- Family coverage may be as expensive as \$1,795 (includes wellness incentive)
- Out of pocket max each year ranges from \$6,900 for individuals and up to \$16,100 for families

Healthcare

Annual Considerations:

- Stay in TRS Active
- Stay in TRS Active Care with modifications to incentives and restrictions in wellness plan
- Opt out of TRS Active Care into a self-funded model with more direct control over costs, while assuming financial risk



Medical Rate Trends

TRS ActiveCare – Current State Region 11

Key Points about TRSAC

- Annual Premium Increases Averaging 10% - needed to stabilize pool for next 3 years
- No Reserve Fund Maintained
- ***Future financial support from the government will no longer be provided***

TRS ActiveCare 6 Year Rate Trend



TRSAC HD	8.1%	0.0%	10.7%	9.3%	9.8%
TRSAC Primary	8.0%	0.0%	10.6%	9.5%	9.7%
TRSAC Primary +	5.4%	0.0%	3.0%	9.4%	9.8%
Avg Plan Year Increases	7.2%	0.0%	8.1%	9.4%	9.8%

Historical claim ratios are above 100%



For an insurance model to be sustainable, it must balance premiums collected with claims paid. When claims are over 100%, the claims are more than the premiums collected.

The District's ability to market itself to traditional insurance carriers is limited when our claims are greater than premiums collected.

Time Period	Average Employees	Average Members	Member Ratio	Premiums	Paid Claims	Loss Ratio
2022-23 Plan Year	4,925	7,530	1.5	\$34,614,120	\$44,131,341	127%
2023-24 Plan Year	4,832	7,336	1.5	\$35,021,137	\$47,914,270	137%
2024-25 Plan Year	4,746	7,131	1.5	\$36,751,577	\$44,965,214	122%



Time Period (PEPY)	Carrier	Employee Change	Premiums	% Change	Paid Claims	% Change
2022-23 PEY	0		\$7,029		\$8,961	
2023-24 PEY	0	-1.9%	\$7,248	3.1%	\$9,916	10.7%
2024-25 PEY	0	-1.8%	\$7,744	6.8%	\$9,475	-4.4%

Notes:
 PEPY = Per Employee Per Year
 Current year PEPY is annualized based on data year to date
 *The loss ratio is based on the groups equivalent rates

Risk Mitigation Stabilization Fee (RSF)

- **OLD Legislation:**

- Districts who opt out of TRS Active-Care Medical Plans may not re-enter for 5 years and must notify TRS by December 31st.

- **NEW Legislation: Districts can “opt back in” to TRS Active-Care before 5 years**

- OPT-IN RULES include a **One-Time Risk Stabilization Fee (RSF)** paid by the district
- TRS will calculate the RSF to help cover claims paid. Medical premium cost will include the RSF.
- Large groups (those with more than 1,000 employees) are assessed the fee individually based on their claims.
 - We anticipate this fee may be unaffordable if based on previous claims ratios.
- RSF premium increase for the entire first year may range from 10% to 40%. After the first year, premiums will not include an RSF and the returning district will be rated within their respective region.

Current High Claims Activity

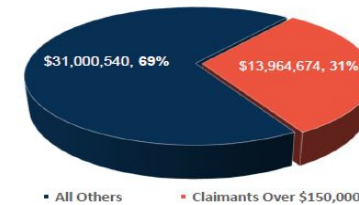
The room will be broken into small groups. Each group will be assigned one of the four diagnostic categories below and the individual claim costs. In your diagnostic area you will identify and propose ideas for increasing wellness and reducing claims in that category. What kind of interventions (personal or district strategy) do you think it would take to reduce claims for our employees? How do we achieve employee buy in to make this happen (carrot/stick)?

Top 4 medical diagnostic categories that have filed claims:

1. Musculoskeletal (bones, joints, muscles)
2. Neoplasms (cancer)
3. Circulatory (heart, arteries, veins)
4. Injuries or Poisonings

Examples of individual claim costs

2024-25 Large Claimants Rolling Twelve



#	Relationship	Currently Enrolled	Diagnosis / Category	Amount Paid
1	Dependent	Yes	Cardiac and circulatory congenital anomalies	\$1,402,087
2	Dependent	Yes	Encounter for antineoplastic therapies	\$721,098
3	Subscriber	Yes	Other specified and unspecified liver disease	\$665,219
4	Subscriber		Malignant neuroendocrine tumors	\$591,029
5	Subscriber		Encounter for antineoplastic therapies	\$487,408
6	Subscriber	Yes	Urinary system cancers - kidney	\$487,210
7	Subscriber		Encounter for antineoplastic therapies	\$476,575
8	Subscriber		Organ transplant status	\$429,059
9	Dependent		Septicemia	\$424,899
10	Subscriber		Septicemia	\$394,282
11	Subscriber	Yes	Alcohol-related disorders	\$370,999
12	Dependent	Yes	Respiratory failure; insufficiency; arrest	\$320,941
13	Subscriber		Complication of cardiovascular device, implant or graft, initial encounter	\$308,782
14	Subscriber	Yes	Neoplasm-related encounters	\$296,292
15	Dependent		Other aftercare encounter	\$282,055
16	Dependent		Diabetes mellitus with complication	\$282,053
17	Subscriber	Yes	Encounter for antineoplastic therapies	\$280,688
18	Subscriber	Yes	Asthma	\$273,407
19	Subscriber	Yes	Hepatitis	\$260,217
20	Subscriber		Muscle disorders	\$259,604
Total				\$13,964,674



Stakeholder Feedback Key Messages:

- The primary reason employees do not elect medical coverage is due to having coverage through a spouse/partner and due to the affordability of the premiums.
- If alternative coverage is offered, the primary reason to enroll in an Arlington ISD medical plan would be due to lower healthcare premiums.
- The most important factor to consider to leave TRS ActiveCare is lower premiums.
- 83% of the healthcare steering committee in the 2024-2025 SY voted to consider switching to an alternative medical plan even if it meant a change in network or healthcare provider.
- Direct comments from stakeholders:
 - **“Luckily my spouse has great insurance with a much lower premium than what the district offers. If he didn't have that I don't know that I could afford family care on district insurance plans. The monthly cost is insane, especially when you have children to add.”**
 - **“The cost to cover a family with the current AISD insurance is cost prohibitive. It is more than my mortgage. The premiums are too high, and the coverages are more like catastrophic coverage.”**
 - **“If the medical plans were affordable, I would consider carrying my insurance through AISD.”**
 - **“The prices go up each year, the deductible/out of pocket goes up, and the coverage goes down. Not looking forward to having to use the TRS insurance in the future.”**

SWOT Analysis - Activity

Prompts:

- **Strengths:** What are we currently doing well in our healthcare and wellness programs? What advantages do we have (vendors, engagement, communication, leadership support)?
- **Weaknesses:** Where are the gaps? What challenges prevent us from lowering medical claims (e.g., awareness, utilization, affordability, data access)?
- **Opportunities:** What new ideas or partnerships could reduce claims or improve outcomes (e.g., telehealth, condition management, incentives)?
- **Threats:** What external or internal risks could hinder progress (e.g., TRS restrictions, rising premiums, low participation, misinformation)?

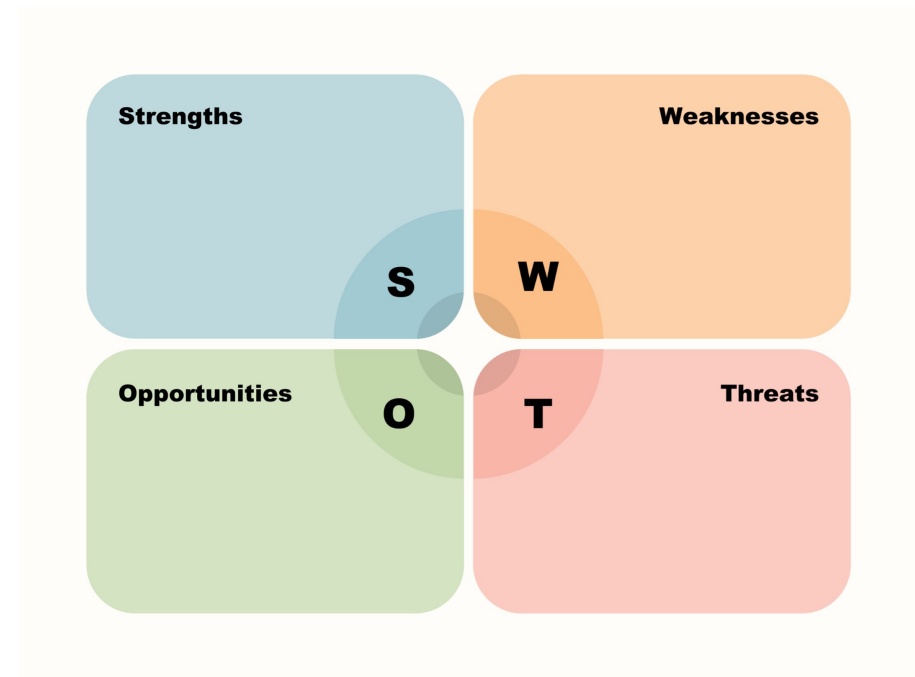


Table exercise*

Discuss pros and cons of each alternative listed below at your table.

1. Stay with TRS Active Care understanding previous trends on increasing costs, versus stability of coverage and employee familiarity.
2. Stay with TRS Active Care with the understanding wellness must be enhanced. Require and enhance wellness with all medically enrolled employees and spouses. Potentially add additional incentives and cost controls within the wellness plan.
3. Leave TRS Active Care effective 9/1/2026 to create more capacity to control current and future costs. Assumes risks on plan transition, premiums/claims ratio, and risk of meeting the maximum of the stop loss ratio.

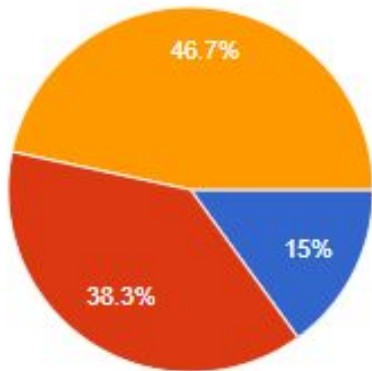
*Compare table themes to the healthcare steering committee's input at the conclusion of this exercise.

Healthcare Steering Committee Feedback

TRS Active Care premiums are set regionally. Region 11 is a high claims region. Arlington ISD claims for the 24-25 plan year are at 122%. This means that when claims are over 100%, the claims are more than the premiums collected.

There is a possibility that TRS Active Care could continue to receive rate increases above 10% each year to the monthly employee contribution (premiums). What course of action would you recommend AISD pursue?

60 responses



- Stay with TRS Active Care understanding previous trends on increasing costs, versus stability of coverage and employee familiarity.
- Stay with TRS Active Care with the understanding wellness must be enhanced. Require and enhance wellness with all medically enrolled employees and spouses. Potentially add additional incentives and cost controls within the wellness plan.
- Leave TRS Active Care effective 9/1/2026 to create more capacity to control current and future costs. Assumes risks on plan transition, premiums/claims ratio, and risk of meeting the maximum of the stop loss ratio.



DISCUSSION

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:

Scott A. Kahl

Date:



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.

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Recommendation

Submitted by: *Michael Hill*

Date:



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Arlington
INDEPENDENT SCHOOL DISTRICT
More Than a Remarkable Education

2019 BOND UPDATE REPORT

November 6, 2025

Bond Program Financial Summary

Phases I-V

	Budget	Encumbered	Expended	Allocated
Facilities	\$852,726,335	\$68,964,224	\$569,480,138	\$214,281,973
Fine Arts	\$6,955,752	\$55,572	\$5,318,734	\$1,581,446
Technology	\$90,829,000	\$2,569,410	\$78,739,676	\$9,519,914
Transportation	\$15,488,913	\$3,295,049	\$9,339,008	\$2,854,776
Totals	\$966,000,000	\$74,884,255	\$662,877,556	\$228,238,109
			Miscellaneous Costs and Additional Proceeds	
			Bond Issuance Costs	-\$5,242,704
			Projected Interest Arbitrage Liability	-\$20,977,755
			Interest and Additional Proceeds	\$60,805,535
			Total Available Funds	\$34,585,076

Note: Totals may not add due to rounding. Information as of October 1, 2025.



Project Status – by Phase

Phases I-V

Phase	Number of Projects
Design	28
Bid	6
Construction	26
Closeout	7
Completed	37
Total Projects	104



Facility Planning & Construction

PHASE I PROJECTS

Bidding	Construction	Completed	
Bowie HS – Softball Field	Gaspie Field	Administration Building	Gunn JHS / FADL
Seguin HS – Softball Field	Martin HS	Ashworth ES – Courtyard Concrete	Johns ES – Courtyard Concrete
		Berry ES	Jones FADL Academy
		Crow Leadership Academy	Playgrounds – Phase I
		District-Wide Bottle Fillers	Shackelford JHS
		Ditto ES – Chiller Replacement	Thornton ES
		Food and Nutrition Service Ctr.	Webb ES



Facility Planning & Construction

PHASE II PROJECTS

Bidding	Construction	Closeout	Completed
Wilemon Field	Atherton ES Foster ES Johns ES	Arlington HS Arlington HS FADL Duff ES Sam Houston HS	Playground Sitework – Phase II Playground Equipment – Phase II Bailey JHS Adams ES Hale ES So. Davis ES Bowie HS – Football Field and Track Resurfacing Seguin HS – Football Field and Track Resurfacing



Facility Planning & Construction

PHASE III PROJECTS

Bidding	Construction	Closeout	Completed
Cravens Field	Lamar HS Little ES Miller ES Key ES Pope ES Speer ES	Rodriguez JHS Amos ES Goodman ES	Playground Sitework – Phase III Playground Equipment – Phase III Anderson ES – HVAC Short ES



Facility Planning & Construction

PHASE IV PROJECTS

Design		Bidding	Construction
Bowie HS	Workman JHS	Swift ES – Gym Addition	Fitzgerald ES – HVAC
Burgin ES	Farrell ES	Swift ES – Paving	Rankin ES – Landscaping
Morton ES	Blanton ES		Swift ES – Renovations
Wimbish WLA	Butler ES		Dipert CTC
Rankin ES – Renovations	Sherrod ES		Service Ctr. – Security, Transportation & Health
Ditto ES	Hill ES		Turning Point Secondary School
Dunn ES	Young JHS		
Kookan EC			



Facility Planning & Construction

PHASE V PROJECTS

Design		Construction	Completed
Ag Science Center	Remyse ES	CFACE – Renovations	Ashworth ES
Barnett JHS – Concession	Seguin HS	Hilldale Annex	Pearcy STEM Academy
Boles JHS		Anderson ES	Ousley JHS – HVAC
Bryant ES		Bebensee ES	West ES – HVAC
Corey FADL Academy		Patrick ES	Ferguson EC – HVAC
Crouch ES		Peach ES	PDC
Ellis ES		Starrett ES	600 New York – Roofing
Food Service Warehouse		Williams ES	North Distribution Center
Larson ES		Wood ES	Service Center Renovations
Moore ES			Nichols JHS – Paint
Nichols JHS – Concession			Barnett JHS – Paint



HUB Participation

PHASES I-V

Project Description	Budget	Tier II HUB Participation Commitment %	Tier II HUB Participation Amount	Expenses To Date	Tier II % HUB Participation Achieved To Date	Tier II HUB Participation Amount To Date
2019 BOND PROGRAM PHASES I-V HUB TOTALS	\$ 570,049,154	23.36%	\$ 133,170,981	\$ 490,675,542	24.24%	\$ 118,931,898

Note: Totals above are excerpted from the 10/17/2025 HUB report

DISCUSSION





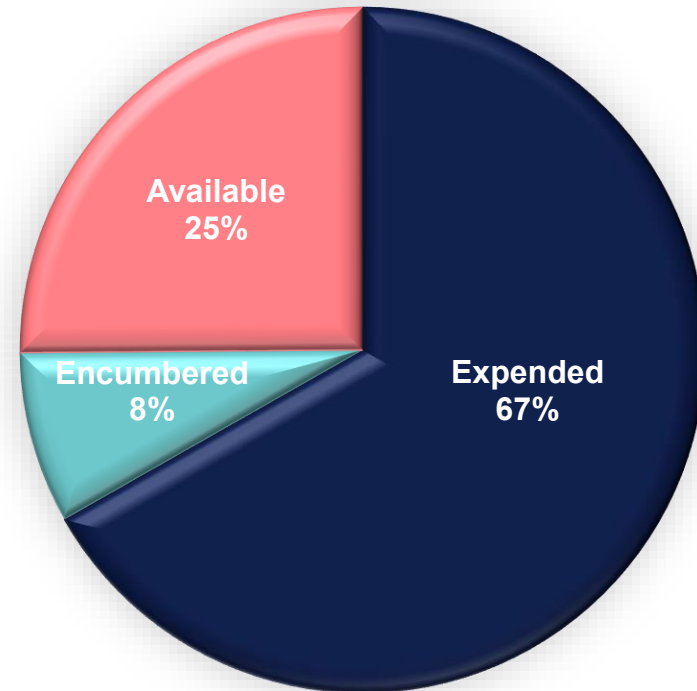
Facilities

PHASES I-V

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total
\$283,061,922	\$168,469,609	\$175,241,953	\$62,414,151	\$163,538,700	\$852,726,335

Expended	\$569,480,138
Encumbered	\$ 68,964,224
Available	\$214,281,973
Remaining	\$ 0

Facilities Phases I-V





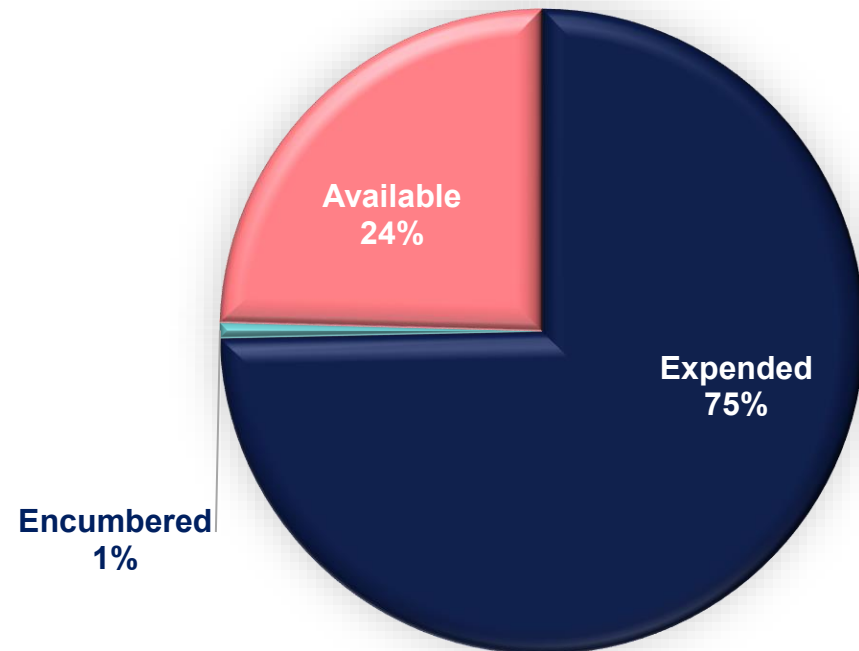
Fine Arts Budgets

Years 1 - 5

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$1,318,948	\$1,290,497	\$1,371,770	\$1,498,863	\$1,475,674	\$6,955,752

Expended	\$5,318,734
Encumbered	\$ 55,572
Available	\$1,581,446
Remaining	\$ 0

Fine Arts Years 1-5





Safety, Security & Technology

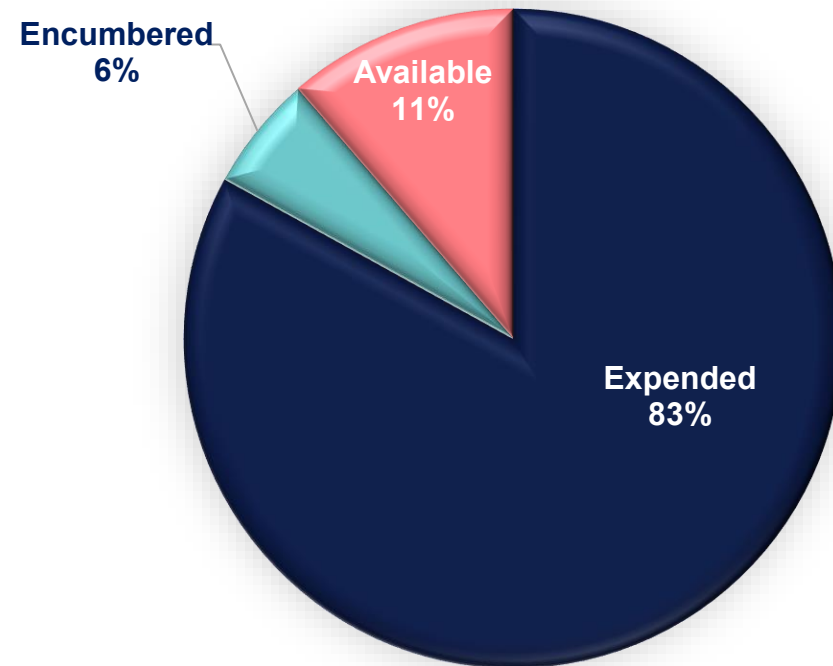
Years 1 - 5

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$23,173,967	\$22,571,317	\$18,131,867	\$12,067,990	\$14,883,859	\$90,829,000

Expended \$78,739,676
Encumbered \$ 2,569,410
Available \$ 9,519,914
Remaining \$ 0



Safety, Security & Technology
Years 1-5





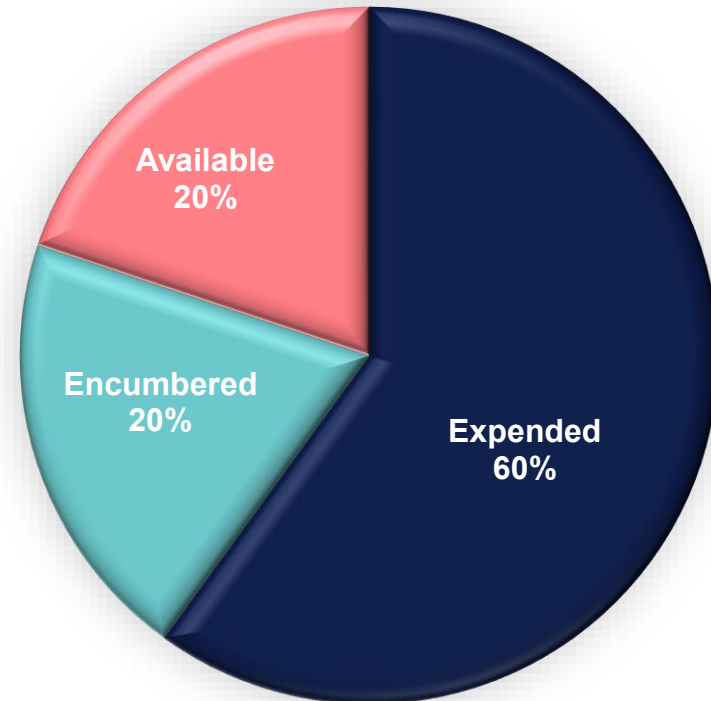
Transportation

Years 1 - 5

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$3,549,174	\$2,082,738	\$2,197,538	\$3,209,007	\$4,450,456	\$15,488,913

Expended \$9,339,008
Encumbered \$3,259,049
Available \$2,854,776
Remaining \$ 0

Transportation Years 1-5



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District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:



Date:



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Academic Calendar Committee Report

Ginger Cole-Leffel, Director of Professional Learning

PURPOSE

To provide the Board of Trustees with an update on the development of the 2025-2026 academic calendar.

Calendar Committee

Campus Admin	Teacher/ Counselor	District Admin	Parents	Students	Teacher Org.	Community
Amy Anderson (E)	Sherry Burgdorf	Telisa Brown (Director)	Aaron Dozier	Fred Threats Jr. (Lamar PTech)	Sarah Spurrier (TSTA)	Kierra Godfrey (UTA)
Vana Shaw-Stines (JH)	Teresa Menard	Katie Wawak	Victoria Lockett	Lauren Osallo (ACHS)	Fedra Castaneda (UEA)	Sherry Deckard (THR)
Stacie Humbles (HS)	Sarah Scott		Amanda Vu	Harper Huddleston (Martin)		
	Jen Helton					

Co-facilitator: Sara Mahoney, Interim Director of CTE

THE CHARGE

STUDENT LEARNING



PROFESSIONAL LEARNING

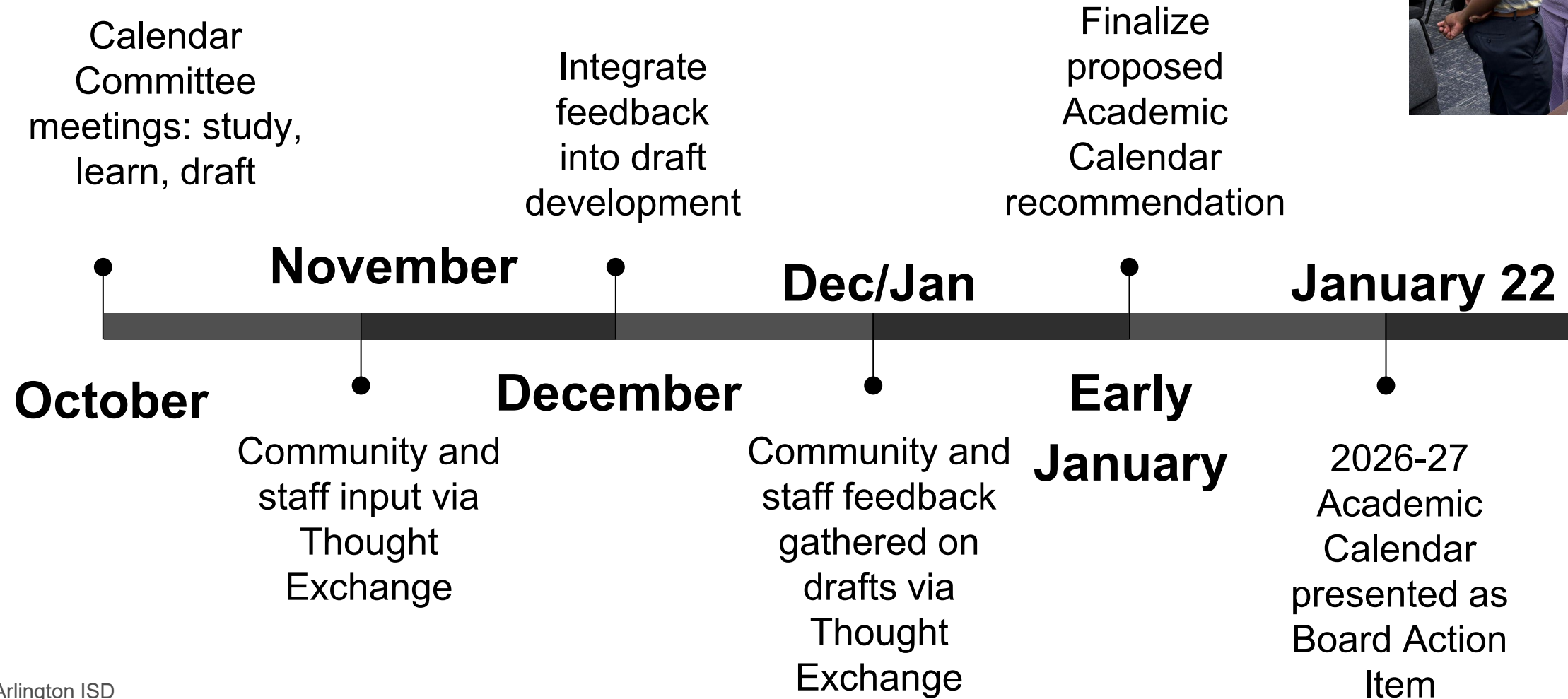


ADDITIONAL IDEAS EXPLORED

- Embedded Professional Learning
- Parent Conferences
- Holidays
- Testing Calendars



TIMELINE



COMMITTEE PROCESS



POLICY & LEGAL REQUIREMENTS

- Current school day is 445 minutes
- Law requires **75,600** minutes (170 days) of operation/student instruction
 - *Plus additional minutes/days to cover two emergency closure days*
- Requires **187** day teacher contract
- First Day of School: **4th Monday in August**
 - ***District of Innovation Exception***
- Last Day of School: Not Prior to **May 15th**

NOTES:

Staff Development Waiver

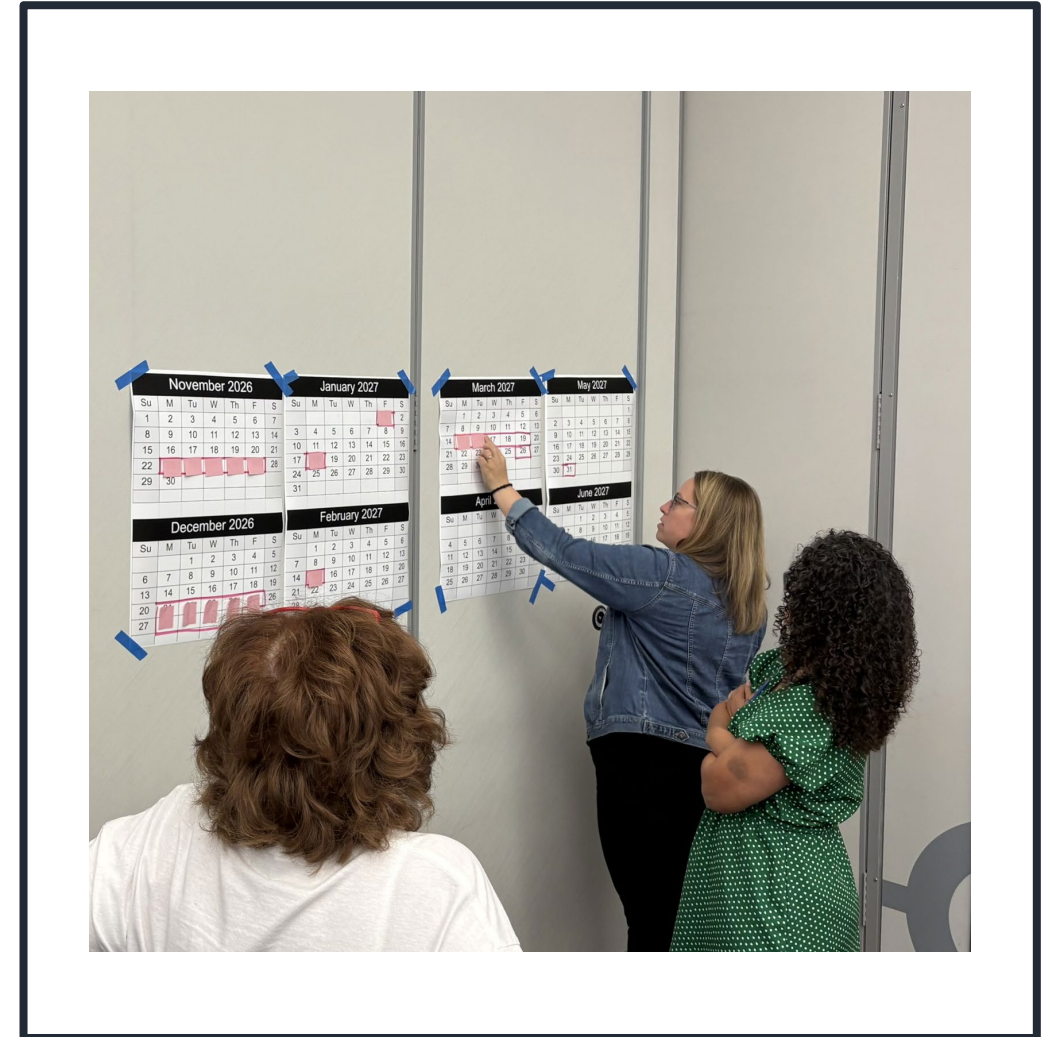
May replace up to 2,100 minutes of instruction (in combination with other waivers)

Parent Conference Legislation

Parents must be provided at least two opportunities to conference with their child's teacher annually.

ADDITIONAL WORKING ASSUMPTIONS

- Last School Day before Memorial Day
- First Day of School after a Monday
- Spring Break with Tarrant County College
- Historically Considered Holidays:
 - Labor Day
 - Columbus/Indigenous People's Day
 - Election Day
 - Thanksgiving Week
 - Winter Holiday and New Year's Day
 - Martin Luther King, Jr. Holiday
 - President's Day
 - Good Friday

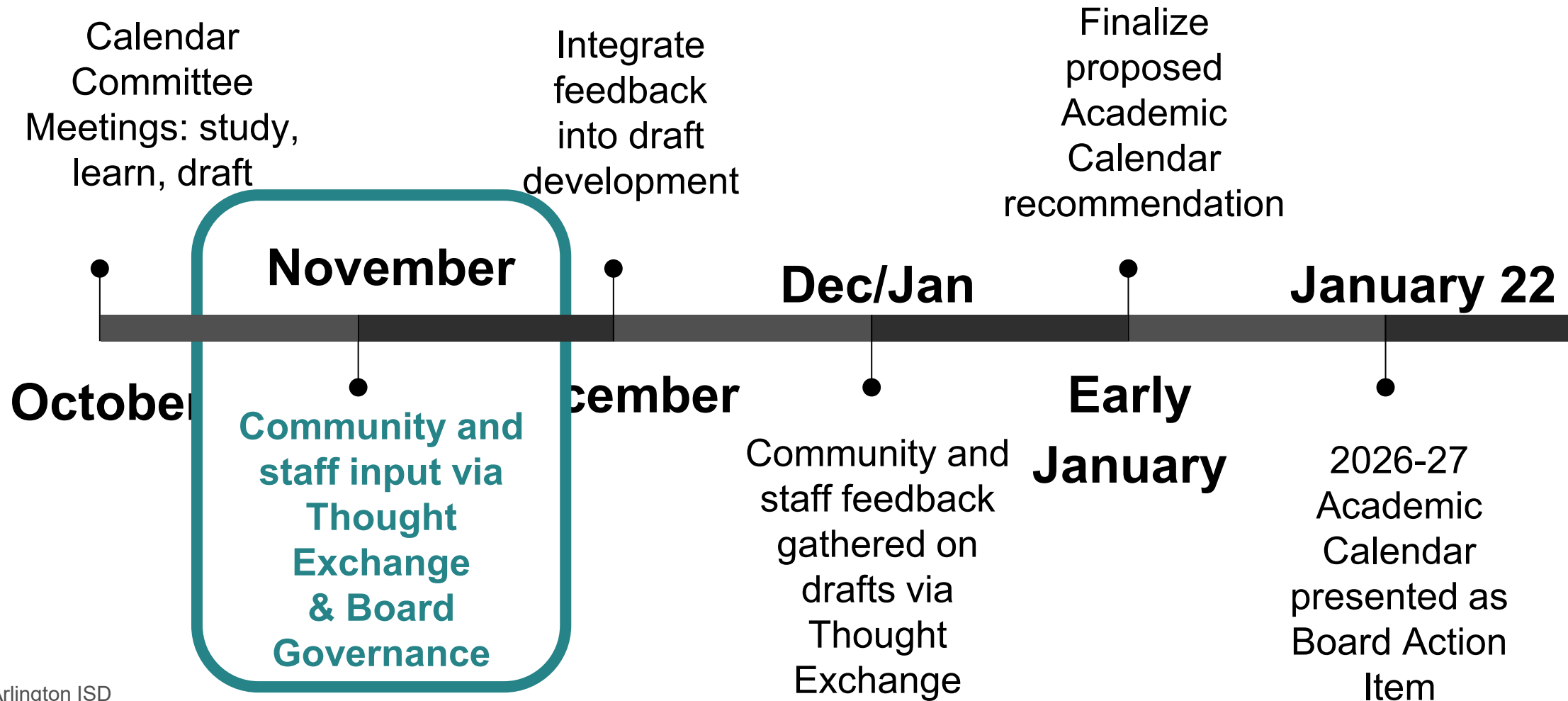


Community & Staff Feedback

Given your experience with the current 2025-26 academic calendar that was built to prioritize student learning and teacher professional learning, what are some things we should consider for the next academic calendar?

Present two drafts...
As we finalize calendars, what else should we be thinking about?

What's Next?





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Recommendation

Submitted by: *Bret A. Champion* Date:



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Arlington

INDEPENDENT SCHOOL DISTRICT

November 6, 2025



Sixth Grade Next Steps Report

Shahveer Dhalla & Bret Champion, Office of School Leadership

PURPOSE

Goals:

- **Provide an update on community exploration of sixth grade placement in our system**
- **Garner feedback/comments on the initial process**

Sixth Grade Exploration

Project Goal:

Garner stakeholder feedback, study current research, and evaluate the **Student Experience** in a way that allows for the committee to make a recommendation to the Board by June of 2026 whether sixth grade should move to junior high or remain in elementary school for the 2027-28 school year.

ARLINGTON ISD 2025-2026 PRIORITIES



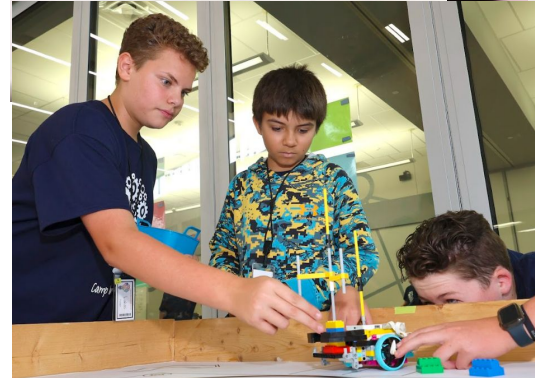
What started this conversation?

Students: Spring 2025 surveys show some 6th grade students feel less belonging and more anxiety than older peers, showing a potential misalignment with them at the elementary school.

Parents: Parent surveys highlight a need for smoother transitions and a safer, more developmentally appropriate 6th-grade experience.

Staff: Elementary teacher surveys show concerns with current placement and suggest moving 6th graders to junior high could reduce behavior issues and improve learning.

Principals: Elementary leaders say 6th graders are ready for junior high independence; junior high leaders want more time with students to shape campus culture.



Committee Makeup

Equitable Representation

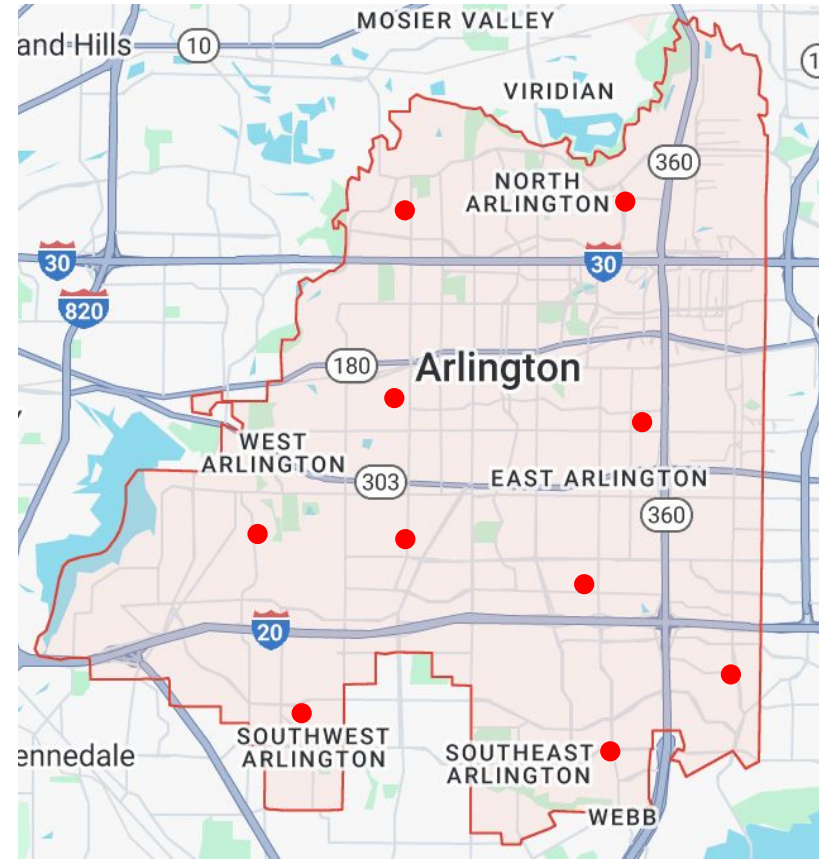
- All 10 Junior High Schools will have either a parent, teacher, or principal representation
- One Elementary from each Junior High Feeder Pattern will also be represented by a parent, teacher, or principal

Central Administration

- OSL, Fine Arts, Athletics, C&I, Research & Accountability, Advanced Academics, World Languages

Student Perspective

- Student Panels



Meeting Formats

ARLINGTON ISD 2025-2026 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.

Identify the goal of the meeting

Committee informs data needed for next meeting

STUDENT EXPERIENCE

Present data set & student panels (as needed)

Discussion through lens of Priorities & Student Experience



DISCUSSION

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:



Date:



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Arlington
INDEPENDENT SCHOOL DISTRICT

BOY Literacy & Mathematics Screenener Report

Dr. Steven Wurtz, Chief Academic Officer
Dr. Bret Champion, Chief Schools Officer

PURPOSE

To provide the Board of Trustees and stakeholders with the overall results of the Beginning-of-Year literacy and mathematics assessments and to discuss next steps.

Our Assessments



mCLASS®

NWEA Norms 2025 At-a-Glance



Years

2022-23 and
2023-24



Scores

116 million
scores



Students

13.8 million
students



Schools

30K+
schools



Districts

7,000
districts



States

All 50
states

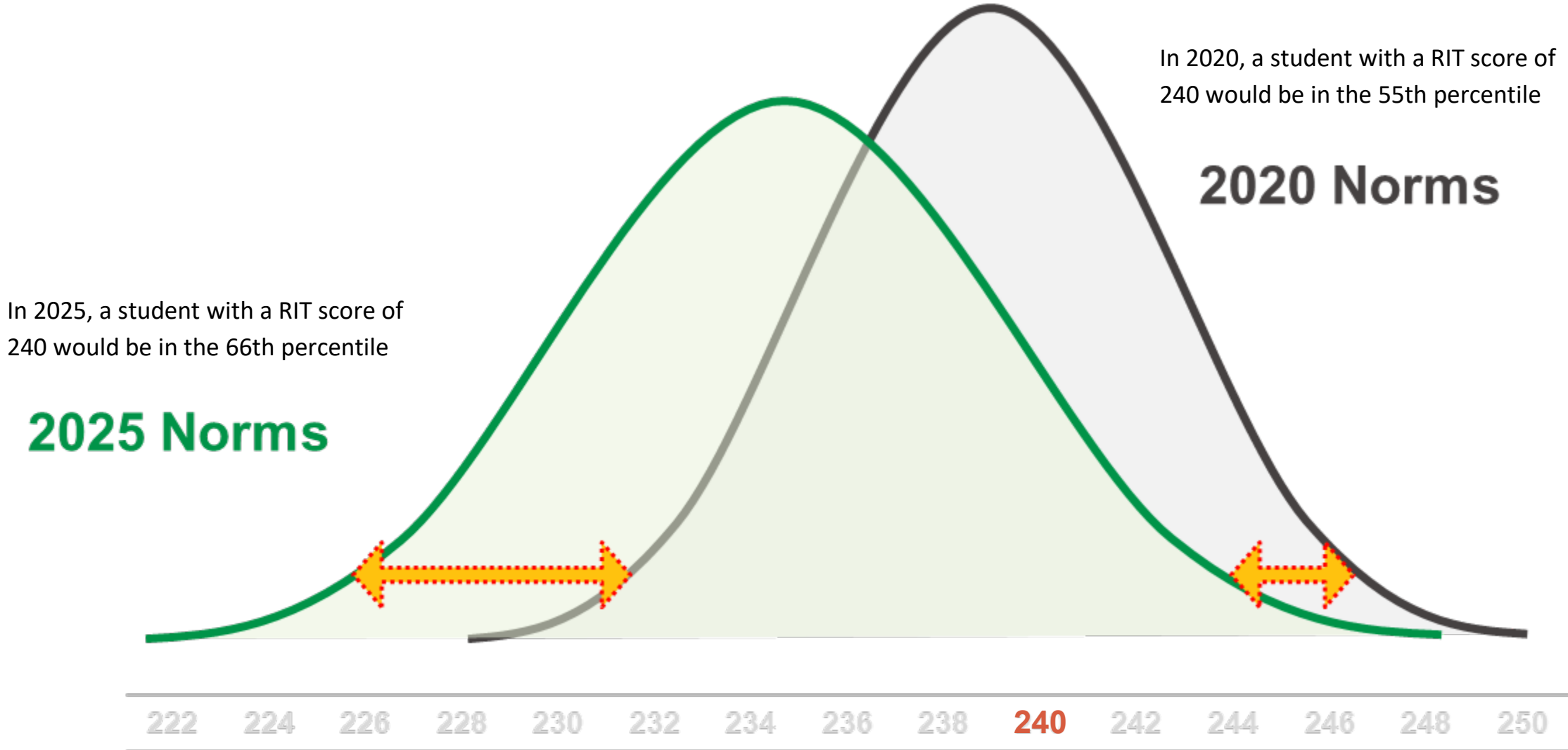
map GROWTH

Changes to NWEA MAP

What's different between 2020 vs. 2025?

- MAP Growth continues to report scores on the same RIT scale — but the reference group has changed.
- The 2025 norms reflect a more recent national sample, making percentile comparisons more relevant to today's students.
 - Students in 2025 will typically have a **higher percentile rank** compared to 2020 for the same RIT score.

What's different in 2025 vs. 2020?



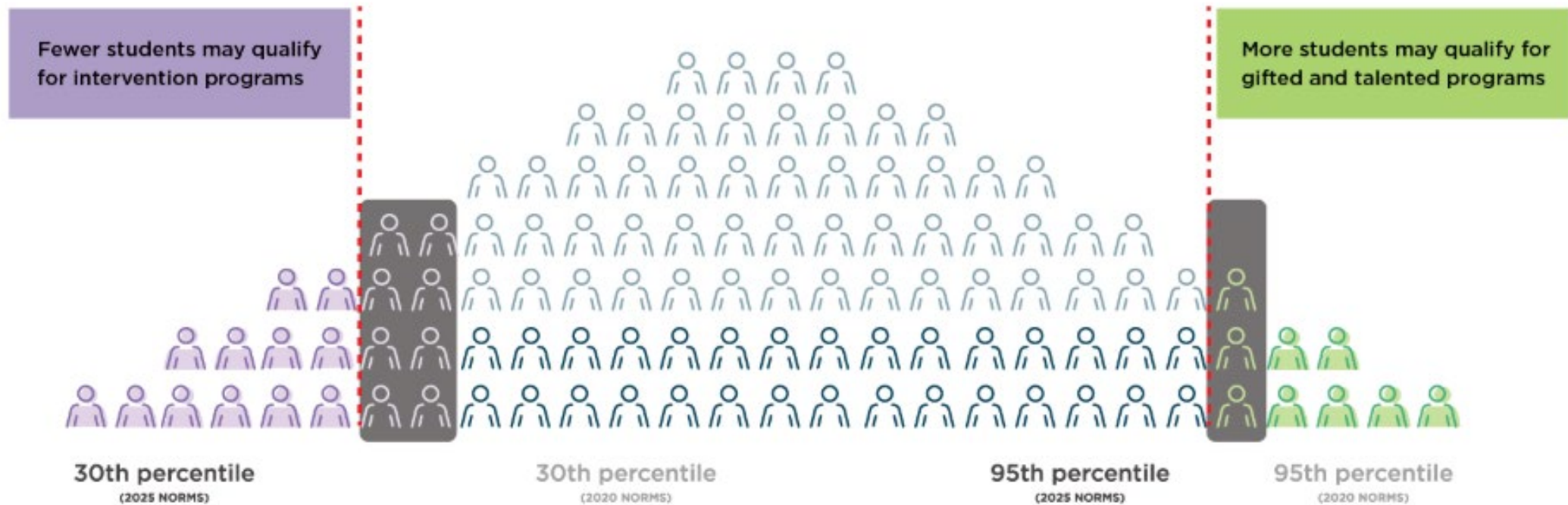
Summary of National RIT shifts

	Achievement			Growth		
	Bottom	Middle	Top	Bottom	Middle	Top
Reading	↓↓	↓	●	↓↓	↓	●
Math	↓↓	↓	↕	●	↑	↑↑

Note. ↓ = decline; ↑ = increase; ● = stable/no meaningful change; ↕ = mixed pattern

Implications

Distribution shifted down *and* became more variable. We can now expect larger shifts at lower achievement levels and smaller shifts at higher achievement levels.

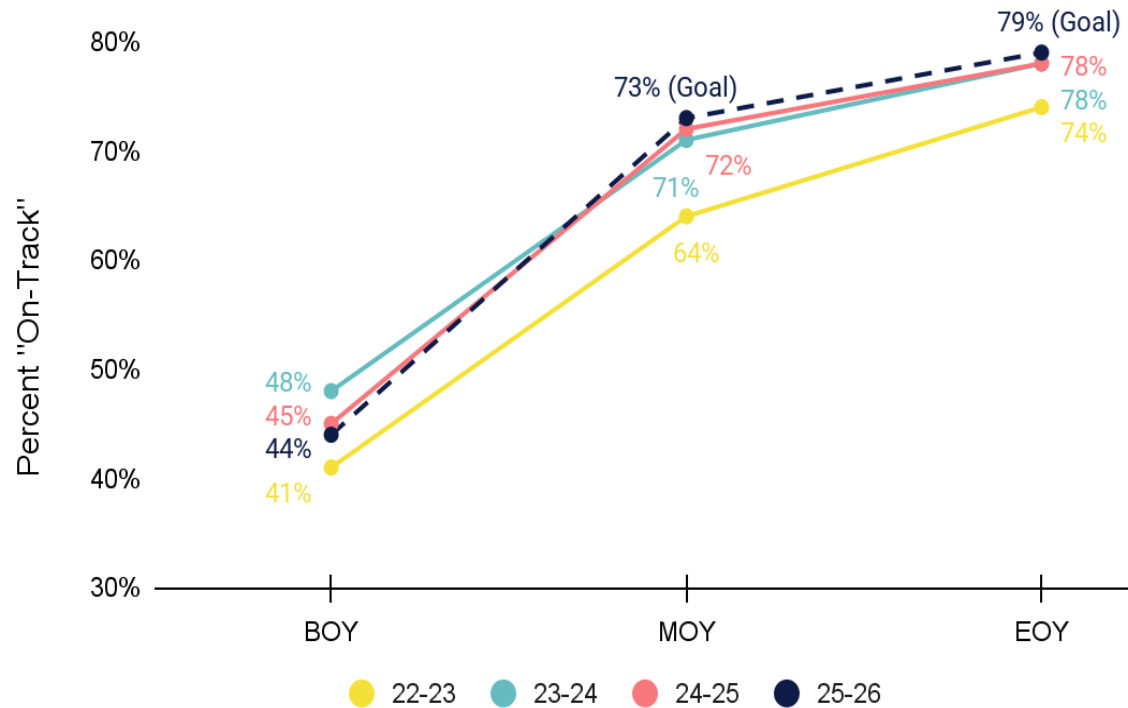




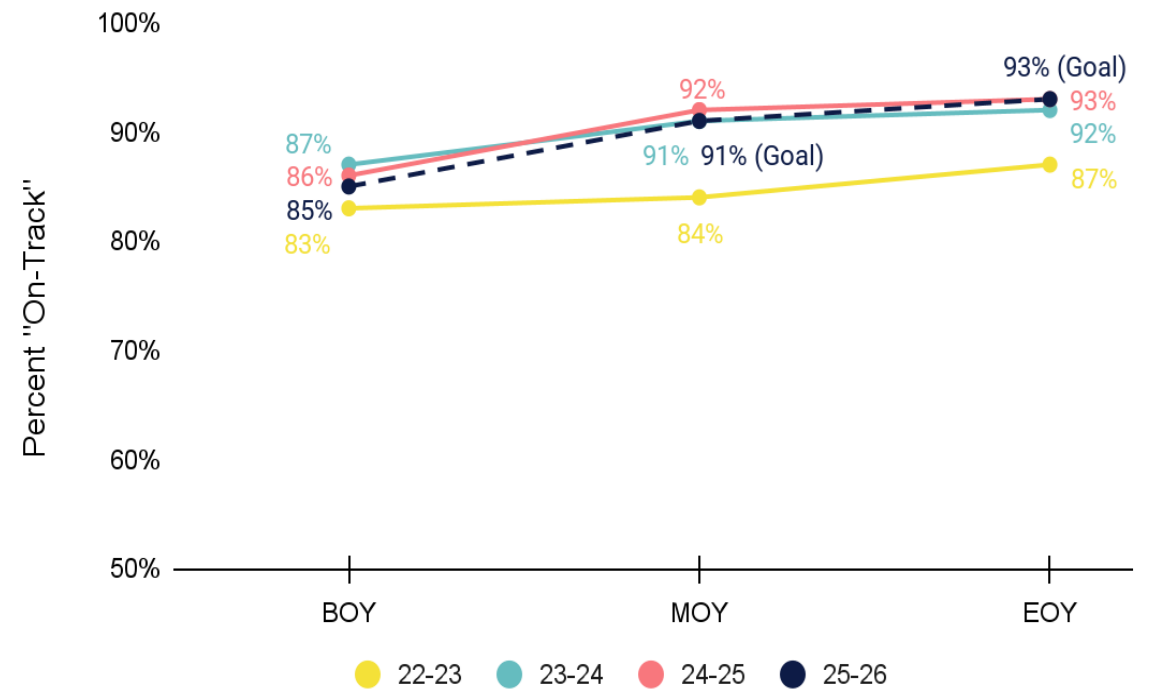
**How do the
BOY results
look in
Arlington ISD?**

Pre-K 4 Screener Performance

CIRCLE Reading



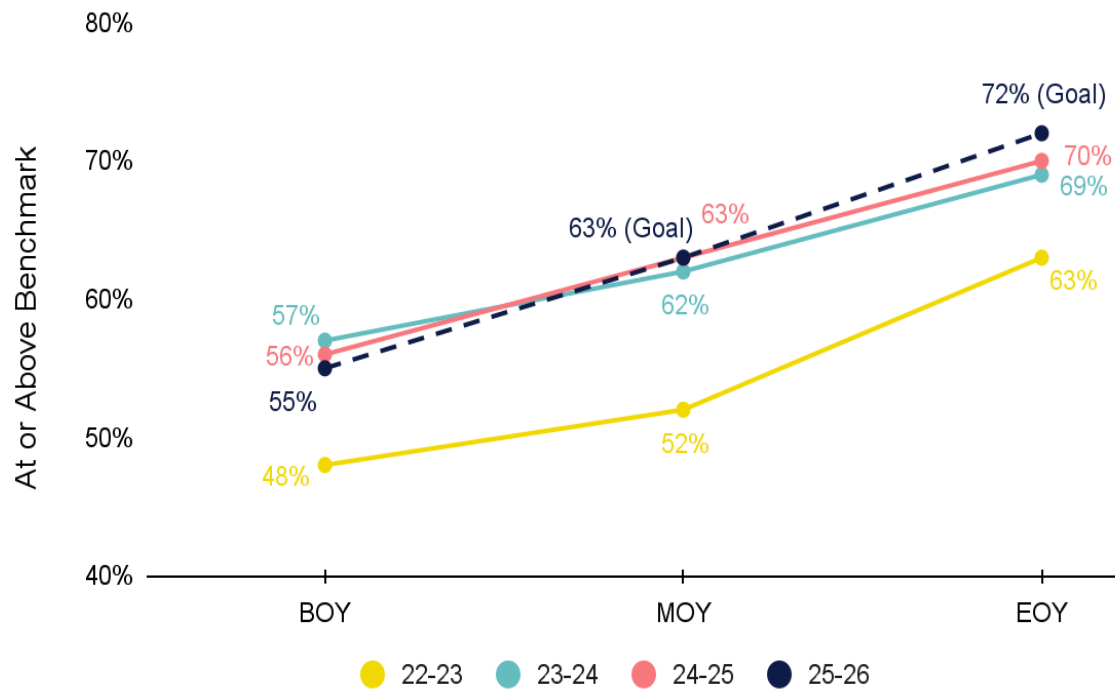
CIRCLE Math



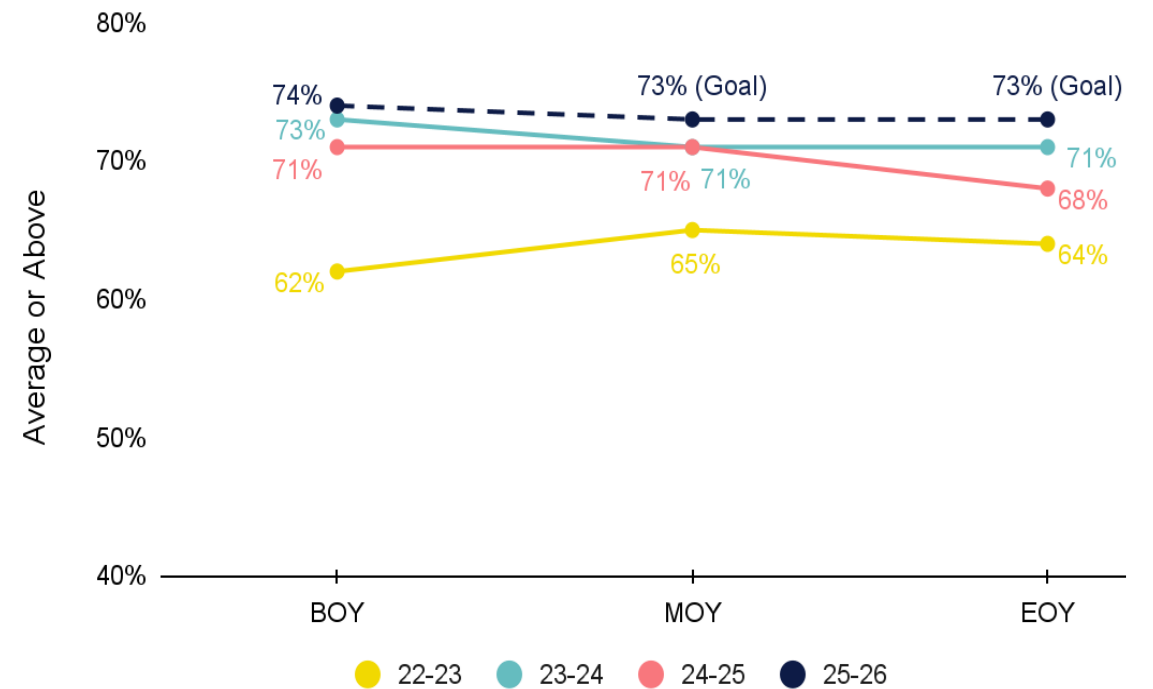
Note: 25-26 MOY goal is a projection based on previous years' data, not an official target.

KG Screener Performance

mCLASS Reading



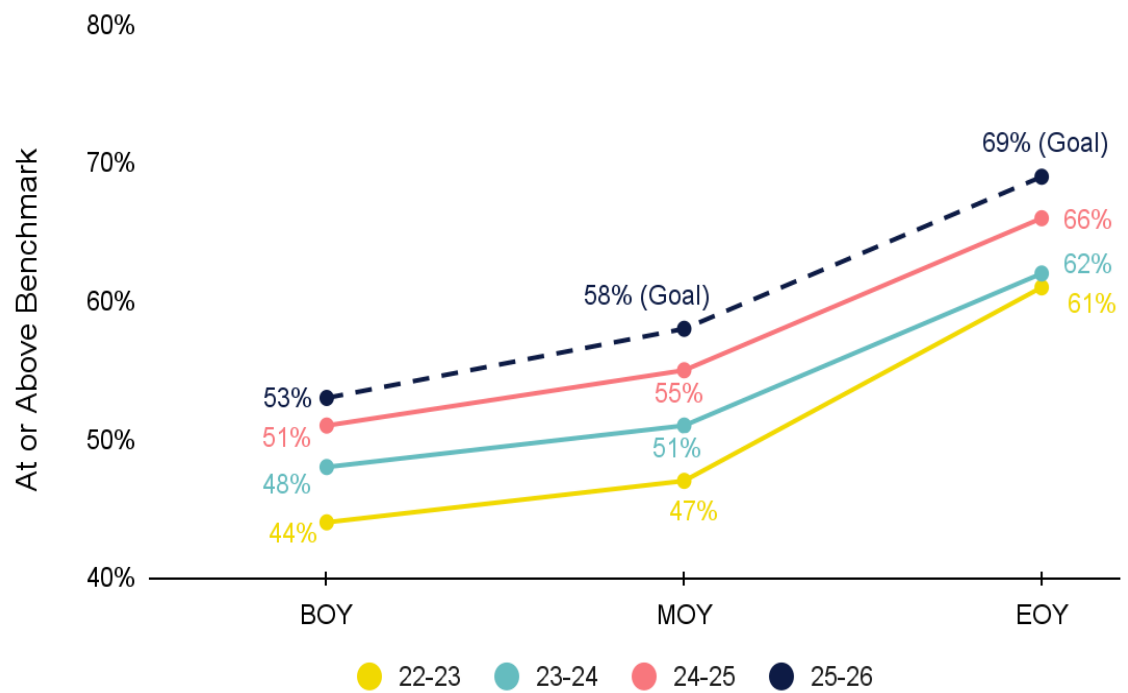
NWEA MAP Math



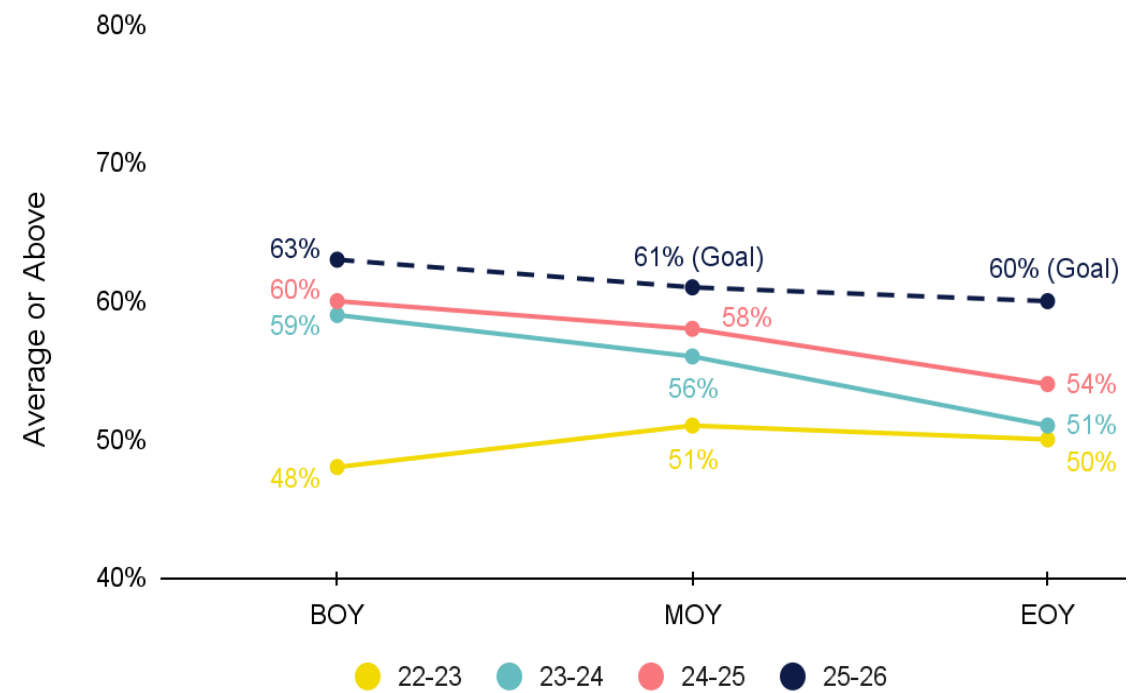
Note: NWEA MAP data reflects 2020 norms. EOY scores trend lower than BOY scores due to differences in test rigor and adaptation; thus, EOY goals may be lower than BOY performance. 25-26 MOY goal is a projection based on previous years' data, not an official target.

1st Grade Screener Performance

mCLASS Reading



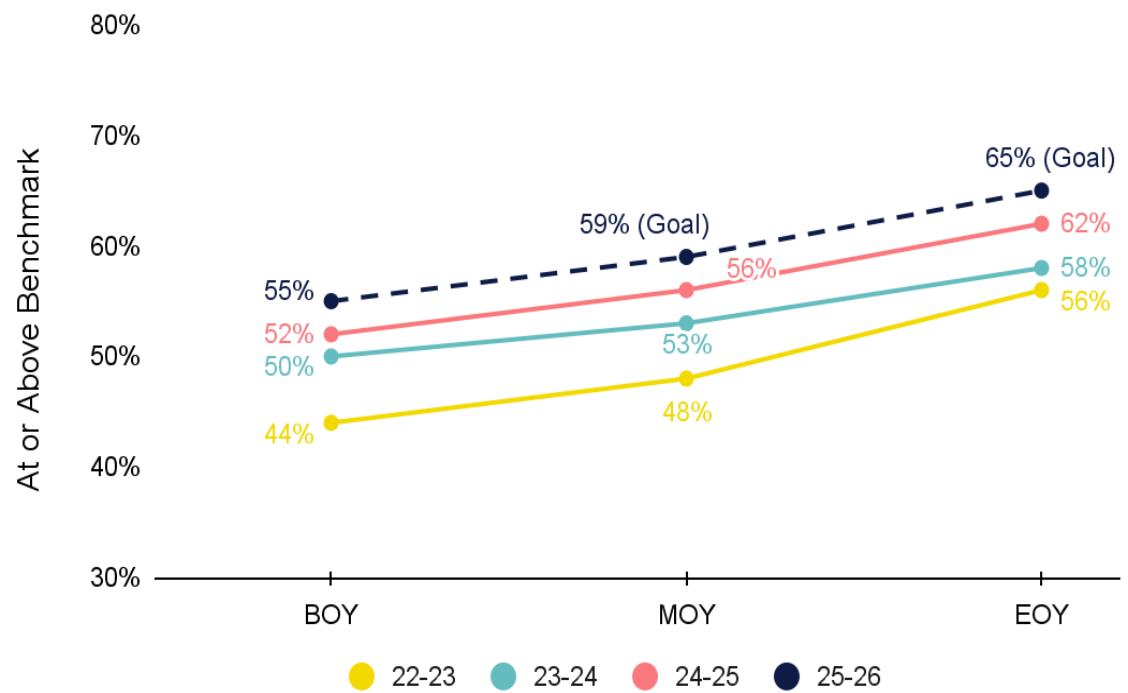
NWEA MAP Math



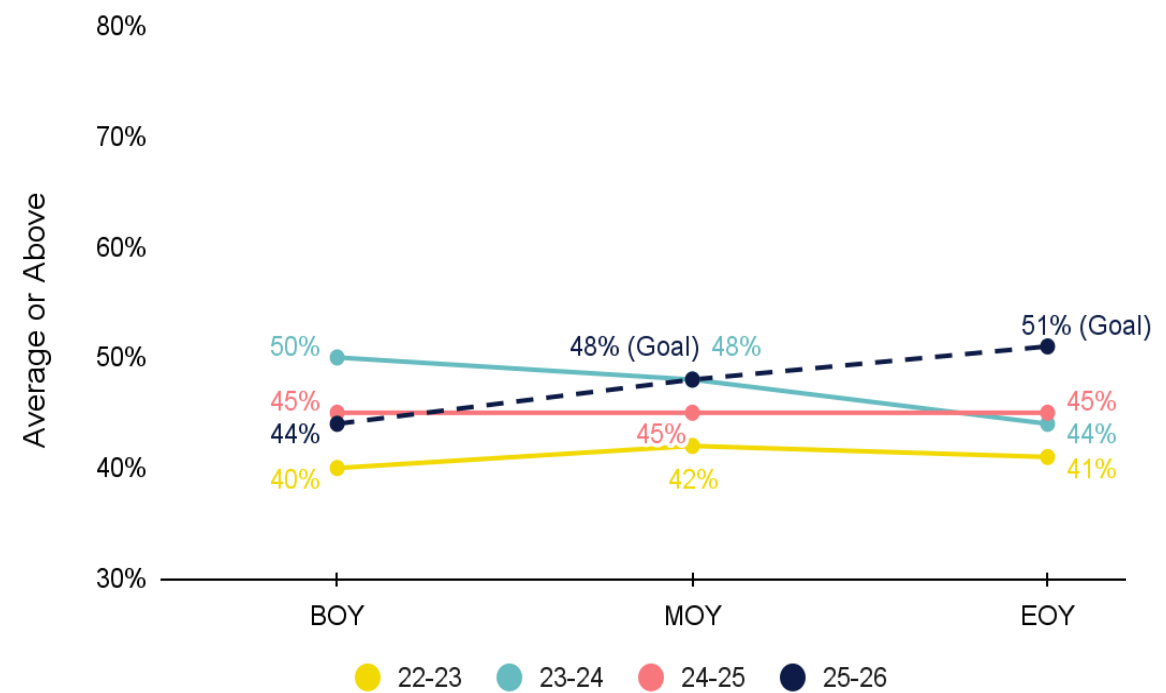
Note: NWEA MAP data reflects 2020 norms. EOY scores trend lower than BOY scores due to differences in test rigor and adaptation; thus, EOY goals may be lower than BOY performance. 25-26 MOY goal is a projection based on previous years' data, not an official target.

2nd Grade Screener Performance

mCLASS Reading



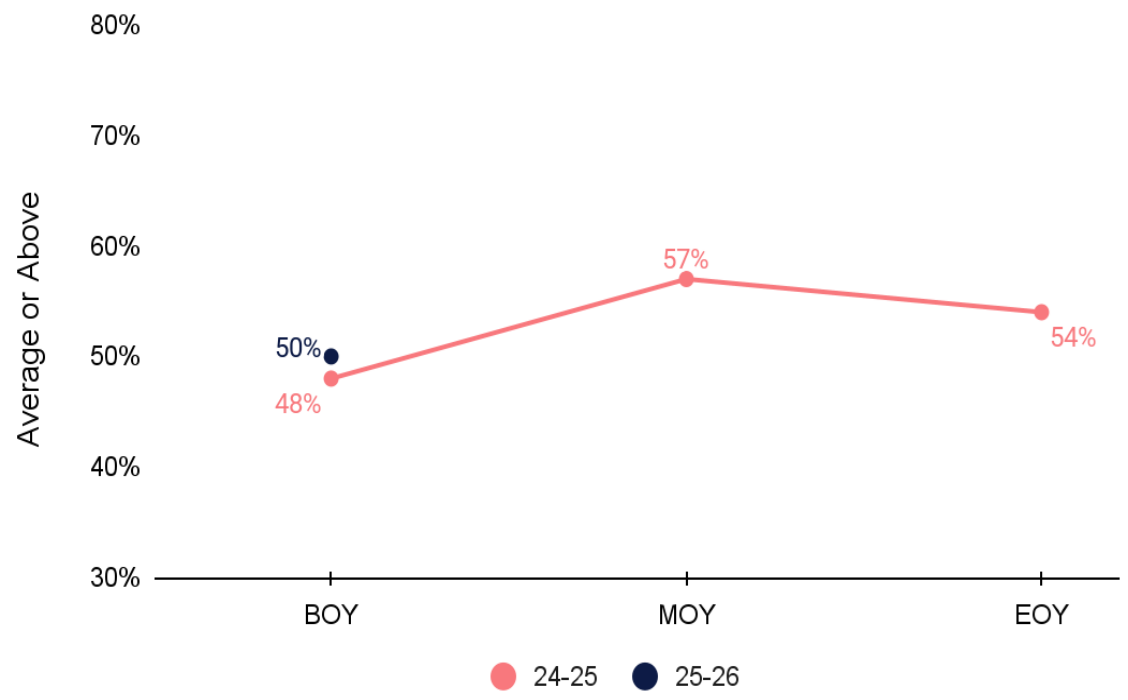
NWEA MAP Math



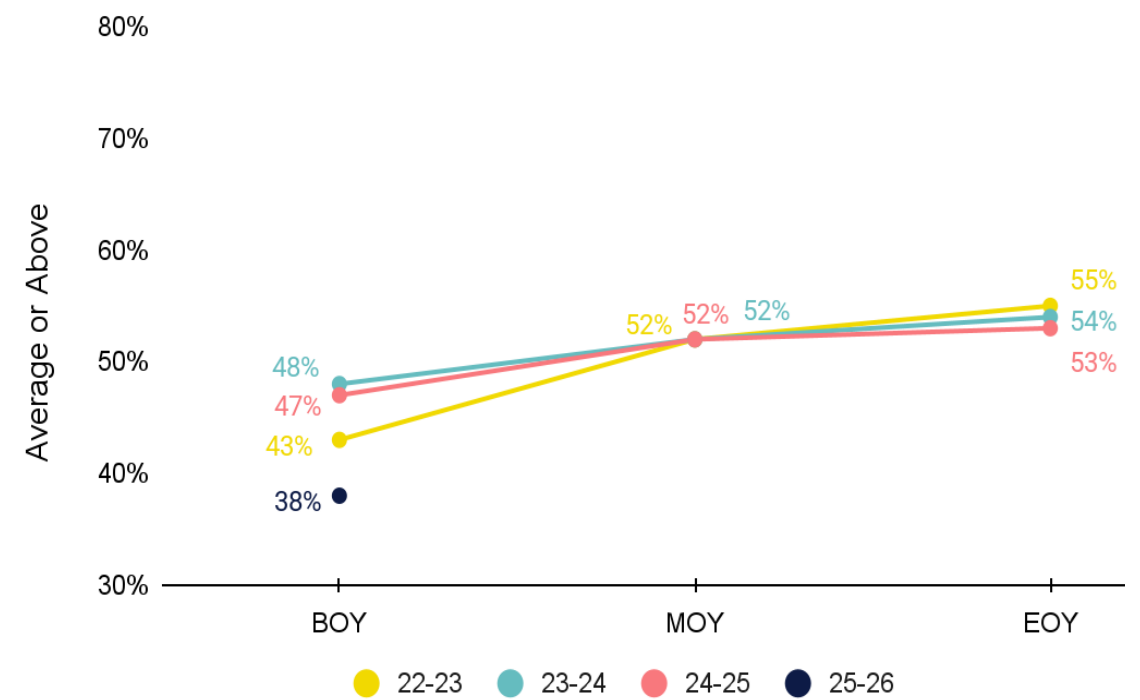
Note: NWEA MAP data reflects 2020 norms. EOY scores trend lower than BOY scores due to differences in test rigor and adaptation; thus, EOY goals may be lower than BOY performance. 25-26 MOY goal is a projection based on previous years' data, not an official target. Second grade line chart y-axis begins slightly lower than previous slides.

3rd Grade Screener Performance

NWEA MAP Reading



NWEA MAP Math



Note: NWEA MAP data reflects 2020 norms. EOY scores trend lower than BOY scores due to differences in test rigor and adaptation; thus, EOY goals may be lower than BOY performance. 25-26 MOY goal is a projection based on previous years' data, not an official target.

Focus Areas & Next Steps

- Early literacy and mathematics professional learning on embedded calendar
- Training principals, APs, coaches and teachers on how to effectively use and leverage data to inform instruction
- Lessons prescriptive to individual students
- Focused reading and mathematics tutoring
- Targeted support from C&I, Instructional Facilitators and Behavior Interventionists for teachers and PLCs
- Cross-departmental targeted campus support plans
- Individualized coaching & Bailey Education Group





DISCUSSION

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:

Date:



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Arlington
INDEPENDENT SCHOOL DISTRICT

2025-2026 Internal Audit Plan

Alexis Palacios, Interim Chief Internal Auditor

PURPOSE

The International Standards for the Professional Practice of Internal Auditing (Standards) require the Chief Internal Auditor to “...create an internal audit plan that supports the achievement of the organization’s objectives.”

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

References: The IIA Standard 9.4 – Internal Audit Plan
Board policy [CFC \(LOCAL\)](#)



BOARD PRIORITIES

Internal Audit enhances and protects the district's value by providing risk-based and objective assurance, advice, and insight that support all our priorities in academic growth, culture, safety, engagement, and resource stewardship. Through our work, we help ensure effective governance, strong internal controls, and sound risk management to achieve the district's goals.



METHODOLOGY

The Audit Plan for fiscal year 2026 outlines the engagements and activities that will be carried out during the year.

The audit plan is developed with careful consideration of the district's priorities, obligations, and resources.

The following factors were considered (in no particular order):

- Legal and policy requirements
- District priorities
- Risk assessment
- Requests for support
- Resources and capabilities
- Value to the district



DEVELOPING THE RISK ASSESSMENT

The **risk assessment** process is established by first determining the audit universe and then establishing associated risks.

This is achieved by:

- Understanding the districts strategies and goals;
- Communicating with the board and senior leadership;
- Researching potential and emerging risks, including internal and external factors;
- Assessing fraud, waste, and abuse occurrences;
- Analyzing the likelihood and impact of risks;
- Receiving feedback from the Audit Advisory Committee; and
- Prioritizing risks effectively.

DEVELOPING THE RISK ASSESSMENT







The **audit universe** refers to the comprehensive list of units – departments, processes, systems – within the district that may be subject to audit.

Risk is the possibility that an event or action could negatively impact the districts' ability to achieve its goals such as:

- Financial loss;
- Improper release of confidential information; or
- Reputational harm caused by breakdowns in systems, processes or human performance.

RISK FACTORS

Once risks are determined, they are scored based on probability (likelihood) and impact using the risk factors below:

Likelihood	 Audit/evaluation history (internal and external)	Impact	 Financial and budget impact
	 Management control & operations (control environment)		 Regulatory impact (compliance)
	 Strategic risk/impact		 Reputational impact (public interest)

Each risk factor is scored using a three-point scale (1 – 3) with one representing the lowest level of risk and three representing the highest level of risk for all areas of the audit universe.

MEASURING RISK

The likelihood and impact risk factor scores are combined for a total score (3 – 9) and assigned a risk level of low, medium, or high.

Each auditable area of the risk universe is then given a risk rank dependent on the its assigned risk score for likelihood and impact combined and placed accordingly on the heat map.

Risk Level
High (8.0 – 9.0)
Medium (5.0 – 7.0)
Low (3.0 – 4.0)

		Likelihood		
		Low	Medium	High
Impact	High	Low/High	Medium/High	High/High
	Medium	Low/Medium	Medium/Medium	High/Medium
	Low	Low/Low	Medium/Low	High/Low

ORG #	ORGANIZATION NAME	LIKELIHOOD				IMPACT				RISK RANK (Likelihood/Impact)		
		Internal and External Audit History Risk	Management Control and Operational Risk	Strategic Risk	Risk Score	Finance and Budget Risk	Compliance and Regulatory Risk	Public Interest and Reputation	Risk Score			
00X	Auditable Area	3	2	2	7	2	3	3	8	Medium	High	
00Y	Auditable Area	1	1	2	4	1	2	3	6	Low	Medium	
00Z	Auditable Area	3	2	2	7	2	2	3	7	Medium	Medium	

DEVELOPING THE AUDIT PLAN

An **audit plan** is an overview of the assurance and advisory activities Internal Audit will undertake during the fiscal year.

The audit plan is developed using the risk assessment to prioritize areas of focus, ensures objectives are aligned with district goals, and considers the allocation of resources available.

The audit plan is designed to remain flexible so it can adapt to unexpected issues, emerging risks, or new priorities identified during the year.

NEXT STEPS

- Perform Risk Assessment
- Develop audit plan
- Communicate and discuss audit plan with Audit Advisory Committee and senior leadership.
- Present audit plan to Board of Trustees for approval
- Implement audit plan (Fiscal year 2026)





DISCUSSION

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Norberto Rivas*

Date:



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RESOLUTION APPOINTING CONSULTANTS AND DIRECTING STAFF AND
CONSULTANTS TO PREPARE FOR THE ISSUANCE AND SALE OF REFUNDING
BONDS

WHEREAS, the District has various series of outstanding bonds that may be refunded (the “Refunding Candidates”) to produce debt services savings for the District; and

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

WHEREAS, this Board desires to direct such consultants and staff to take all such action as may be necessary to prepare for the issuance and sale of such bonds to refund all or part of the Refunding Candidates as the opportunity presents itself, subject to future authorization of the Board (all such bonds to be issued for such purposes are hereinafter the “Proposed Bonds”).

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

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

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

Section 3. Appointment of Underwriters. The Board hereby selects and appoints the underwriters with respect to the offering of the Proposed Bonds to be set forth in a bond purchase contract that will be approved by the Board or delegated by the Board to an officer of the Issuer acting on behalf of the District at the time of sale of the Proposed Bonds.

Siebert Williams Shank & Co., LLC – senior manager
Frost Bank – co-manager
UMB Bank NA – co-manager

Section 4. Authorization to Proceed with Preliminary Financing Arrangements. The Board hereby authorizes and directs that its financial advisor, bond counsel and professional staff proceed with such actions, including preparing a bond official statement, making application to the Texas Education Agency for a Permanent School Fund guarantee for the Proposed Bonds, obtaining ratings from one or more national rating agencies, and taking such other preliminary steps needed with respect to the offering of the Proposed

Bonds, provided that this resolution does not constitute the approval of the Board for the authorization of the Proposed Bonds, as such approval will be obtained by subsequent action of the Board.

Passed, approved and effective this November 6, 2025.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

George H. Williford

Managing Director

Date: October 28, 2025

To: Norberto Rivas

Re: Possible Underwriters for Upcoming Refunding Bond Issue

The District is planning issuance of refunding bonds to refinance just under \$75 million principal maturities from the 2015, 2016A and 2017 outstanding bond issues. Currently, pricing and marketing of the bond issue is planned for early December 2025.

Given the prospective size of this bond issue, an underwriting syndicate of three firms would be appropriate. The District wants to have an adequate number of firms with capabilities to assure good sales effort and distribution, while providing incentive for performance by the various firms which are members of the syndicate.

Based upon our discussion, performance on most recent issues by the District, and your determination, the syndicate to be recommended to the Board would be:

Senior manager –	Siebert Williams Shank & Co., LLC
Co-managers –	Frost Bank
	UMB Bank

Siebert Williams is a nationally recognized underwriting firm, and ranks in the top four senior managing underwriters to Texas school districts during the past year. They have served on multiple large Texas school district bond issues as senior managing underwriter. And, they were senior manager on the District's 2021, 2022, 2023 and 2025 issuances.

Frost is a leading bank purchaser of Texas school district bond issues, and ranks as the sixth leading co-manager firm on Texas school district issues during the past year. Additionally, they served as a co-manager on the District's 2022, 2023 and 2025 bond issues. UMB Bank ranks in the top 15 co-managers for Texas school district issues during the past year.

Based upon the above reasons, Hilltop Securities is in agreement with our discussion that these firms would comprise a recommendable underwriting syndicate for the upcoming issue. Please call on me with any questions, or if we can provide additional information. As always, we appreciate the continued opportunity to be of service to Arlington ISD.



717 North Harwood Street, Suite 3400
Dallas, Texas 75201

(214) 953-8705 Direct
(214) 840-5081 Fax

George Williford
Managing Director

George.Williford@hilltopsecurities.com

October 24, 2025

Norberto Rivas
Assistant Superintendent of Financial Services
Arlington Independent School District
690 East Lamar Boulevard
Arlington, Texas 76011

Re: Engagement of Financial Advisor

Dear Mr. Rivas:

Hilltop Securities Inc. (“HTS” or “HilltopSecurities”) appreciates the opportunity to continue to serve Arlington Independent School District (the “District”) as its Financial Advisor on its upcoming issuance of Unlimited Tax Refunding Bonds, Series 2025A (the “Bonds”). Please let this letter confirm the terms of our engagement.

Scope of Services and Engagement Duration:

HTS agrees to provide financial advisory services to the District related to the issuance of the Bonds. This engagement shall begin upon your written acceptance below and shall remain in effect until delivery of the Bonds or until terminated by either party.

Planning for New Issuance

1. ***Recommendations.*** Making recommendations to the District on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.
2. ***Market Information.*** Advising the District of HilltopSecurities’ view of current bond market conditions, other related forthcoming bond issues and general information (including applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.
3. Reviewing the District’s recommended investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (a) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the District, in connection with the preparation of any preliminary or final official statement or offering memorandum. HTS

will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;

(b) Advising the District on the fairness of the price offered by the underwriters;

(c) Advising the District in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

4. **Offering Documents for Competitive Offerings.** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the District), official bid form and such other documents as may be required and submitting all such documents to the District for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the District with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the District approves the final official statement for distribution.

5. **Credit Ratings.** Making recommendations to the District on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the District, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the District as may be approved or directed by the District.

6. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

* * * * *

Amendments to this scope of Municipal Advisory Services may be effected by replacement with a new version or by the addition of an addendum, either of which shall be dated.

Expenses Reimbursement and Compensation for Services Rendered:

The fees due to HTS for the services set forth and described above with respect to the issuance of the Bonds shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between the District and HTS, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HTS is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Bonds to the purchaser.

Miscellaneous:

This letter agreement shall be construed and given effect in accordance with the laws of the State of Texas.

Hilltop Securities affirms that it does not and will not boycott Israel during the term of this agreement. Tex. Gov't Code §2270.

HilltopSecurities is providing its Municipal Advisor Disclosure Statement (the "Disclosure Statement"), current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest, if any, and of any legal or disciplinary events required to be disclosed pursuant to Municipal

Securities Rulemaking Board Rule G-42. The Disclosure Statement also describes how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the Securities and Exchange Commission.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning one copy of this letter to me.

Sincerely,

Hilltop Securities Inc.

By: George H. Williford
George H. Williford
Managing Director

Agreed and Accepted:

Arlington Independent School District

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
ARLINGTON INDEPENDENT SCHOOL DISTRICT

The fees due HTS will not exceed those contained in our customary fee schedule as listed below.

\$3,000 plus \$ 4.00 per \$1,000 plus \$ 2.00 per \$1,000 plus \$ 1.00 per \$1,000 plus \$.75 per \$1,000	Base Fee for the first \$ 5,000,000 of bonds issued for the next \$ 5,000,000 of bonds issued for the next \$ 10,000,000 of bonds issued all above \$ 20,000,000 of bonds issued
--	--

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the District.

The payment of charges for financial advisory services related to the issuance of the Bonds shall be contingent upon the delivery of the Bonds and shall be due at the time that the Bonds are delivered.

The District shall be responsible for the following expenses, if and when applicable, whether they are charged to the District directly as expenses or charged to the District by HTS as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that HTS has assumed on behalf of the District shall NOT be contingent upon the delivery of the Bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HTS.

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the

securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding

by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.
- On August 14, 2024, the Securities and Exchange Commission ("SEC") entered into a settlement order with Hilltop Securities Inc. ("Hilltop") to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop's broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop's investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel's aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of \$1,600,000, and (d) certain undertakings related to the retention of electronic communications.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

November 6, 2025

Members of the Board of Trustees
Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013

Re: Arlington Independent School District Unlimited Tax Refunding Bonds, Series
2025A

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Arlington Independent School District (the "Issuer") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing approximately \$109,660,000 for the purpose of refunding certain outstanding bonds of the Issuer (collectively, the "Refunded Bonds"). The Bonds will be secured by a pledge of the Issuer's unlimited debt service tax. We further understand that the Bonds will be sold by the Board of Trustees of the District (the "Board") through negotiation to a syndicate of investment banking firms (collectively, the "Underwriter"). The date of sale of the Bonds to the Underwriter is hereinafter the "Sale Date."

A. THE FINANCING

(1) The Bonds will be "ordered to be issued" when and if the Board approves a Bond Order. The Bond Order provides for (i) the terms or parameters of the Bonds, including the principal amortization schedule and interest rates; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Bonds; (iii) the sale of the Bonds to the Underwriter; (iv) the approval of this engagement letter; (v) approval of a paying agent agreement with a paying agent/registrar bank, to whom you will make semiannual payments sufficient to pay the debt service on the Bonds; (vi) instructions to the paying agent for the Refunded Bonds to give notice to the holders of the Refunded Bonds that they are being called for redemption; (vii) approval of an escrow agreement whereby the proceeds of the Bonds that are issued for refunding purposes will be used to pay the debt service on the Refunded Bonds; (viii) covenants of the Issuer with respect to on-going disclosure obligations in accordance with Rule 15c2-12 of the Securities and Exchange Commission; and (ix) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Bonds as tax-exempt or taxable obligations. As you can see, the Bond Order is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Bonds. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Bond Order.

(2) As noted above, the Bonds will be sold to the Underwriter in accordance with the provisions of the Bond Order and, in addition, the Underwriter will want the Issuer to accept their bid for the Bonds, which will set forth the terms of the sale of the Bonds. In connection with the sale of the Bonds, the Issuer will make representations to the

Underwriter in bond purchase contract and in various closing certificates (collectively, the "Closing Certificate") to the effect that the Issuer is authorized to issue the Bonds and that it has made full disclosure to the Underwriter and the bond investors of all material information. The Issuer's representations regarding its disclosures are statements of inducement that are governed by the anti-fraud provisions of State and federal securities laws. As a condition to the Underwriter's payment for the Bonds, the Underwriter will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Bonds are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Bond Order, the interest on the Bonds will be exempt from federal income taxation. The Underwriter's bid will also require the delivery of an opinion of the Texas Attorney General approving the Bonds, as is required by State law. We have reviewed the Issuer's representations in the Closing Certificate, and we believe that it is appropriate for the Issuer to make such representations. However, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Official Statement (described below) or the Closing Certificate untrue or incomplete, you should let your Financial Advisor or the undersigned know about them as soon as possible.

(3) You should know that the purchase price for the Bonds could be somewhat higher than the principal amount of the Bonds. This is because additional proceeds are often generated by the sale of certain of the Bonds at a premium. Any premium can be used for the refunding of the Refunded Bonds, to pay costs of issuance of the Bonds. Insofar as the refunding of the Refunded Bonds, any allocable premium to that part of the bond issue will be taken into account in determining the savings from the refunding, which will be calculated by your financial advisor.

(4) The Underwriter of the Bonds will offer the Bonds into the public debt markets prior to the time that the Board meets to accept the Underwriter's offer for the Bonds. Through this process, the Bonds will be "priced" - i.e., interest rates and premiums or discounts, if any, for the Bonds will be established. On the Sale Date, the Board will then consider the terms offered to the Issuer by the Underwriter based upon the market conditions and other factors that determine interest rates and pricing information. The Issuer's Financial Advisor, working with the staff of the Issuer, has prepared an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Bonds. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Bonds and the Issuer. Some information in the Official Statement has been prepared by others, including the Texas Education Agency and the Underwriter, and the Issuer is not responsible for that information. As your Bond Counsel, we have reviewed the Official Statement to ensure that the information describing the Bonds and the Bond Order are correct. The Issuer has strict responsibility for truthful disclosures when it offers securities into the public markets. An issuer of securities does not have a "due diligence defense" should there be material misrepresentations or omissions in the document that relate to the information for which the issuer is responsible. Therefore, if you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Underwriter needs to know, so that it can correct the Official Statement.

B. SCOPE OF ENGAGEMENT

In this engagement, we have performed, or expect to perform, the following duties:

(1) Prepare election proceedings, and assist the Issuer in matters pertaining to the administration of the election.

(2) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.

(3) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.

(4) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Bonds approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.

(5) Review legal issues relating to the structure of the Bond issue.

(6) Review those sections of the official statement to be disseminated in connection with the sale of the Bonds which describe the Bonds, the Order pursuant to which they will be issued and the tax-exempt treatment of the interest on the Bonds for purposes of federal income taxation.

(7) If requested, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

(8) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The Bonds issued to refund the Refunded Bonds are being issued to provide debt service savings with respect to the Issuer's future debt service payments. You should discuss the full impact of the refunding with Hilltop Securities Inc., your financial advisor.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to

any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard. Our Bond Opinion will represent the our legal judgment based upon our review of existing law and the reliance on the aforementioned information, as well as other representations and covenants of the Issuer. The Bond Counsel opinion is not a guarantee of a result. Applicable law pertaining to the Bond Opinion is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such applicable law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds. As Bond Counsel to the Issuer, we are not being retained to monitor compliance with the requirements of applicable law subsequent to the issuance of the Bonds, but we will provide advice to the Issuer following the issuance of the Bonds, which advice will be based on post-issuance information (if any) provided to us by the Issuer.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

(a) Except as described in paragraph (6) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing state securities law memoranda or investment surveys with respect to the Bonds.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

(g) Except as described in paragraph (8) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to

be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

(j) Negotiating the terms of, or opining as to, any investment contract.

(k) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

C. ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

D. FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Bonds, and such services and advice may be essential to the development of the plan of finance for the issuance of the Bonds. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Bonds, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Bonds. By signing

this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

E. NO ISRAEL BOYCOTT

The firm hereby represents that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2271.002, of the Texas Government Code.

F. NOT A FOREIGN TERRORIST ORGANIZATION

The firm hereby represents that neither the firm nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the firm is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.152 or 2252.153 of the Texas Government Code.

G. NO DISCRIMINATION OF FIREARMS INDUSTRY

The firm hereby represents that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the firm agrees that it will not discriminate during the term of this agreement against a firearm entity or firearm trade association within the meaning of Chapter 2274, Texas Government Code.

H. NO DISCRIMINATION OF FOSSIL FUEL COMPANIES

During the term of this agreement the firm will not refuse to deal with, terminate business activities with, or otherwise take any action that is, solely or primarily, intended to penalize, inflict economic harm on, or limit commercial relations with a company engaged in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or does business with such a company.

I. CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer, including the Issuer's financial advisor and the Underwriter. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Our firm also represents the Texas Education Agency as its special disclosure counsel, which includes advice regarding federal securities law compliance for the Agency's Bond Guarantee Program. We do not believe such representation will adversely affect our ability to represent you as provided in this letter, because both the Texas Education Agency and the Issuer share a common interest in complying with the federal securities laws as they pertain to the disclosure provided in connection with the offering of the Bonds, and therefore our representation of the Agency and the Issuer will not materially and adversely be limited by our respective responsibilities to both entities. Execution of this letter will signify the Issuer's consent to our representation of the Agency consistent with the circumstances described in this paragraph.

J. FEES

Based upon: (i) the terms, structure, size, work done to date and the schedule for the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$1.00 per \$1,000 of net proceeds of the Bonds. Net proceeds include any net original issue premium, less the amount of the underwriters' discount, plus the principal amount of the Bonds (accrued interest is excluded from net proceeds). The fee includes our services rendered as Bond and other expenses. In accordance with the terms of the Order, the Issuer will provide the filing fee of the Texas Attorney General to Bond Counsel on a timely basis (or will reimburse Bond Counsel for Bond Counsel's payment of such filing fee) to permit the filing of the transcript of proceedings for the Bonds so that the Bonds may be approved by the Attorney General in time to meet the closing date set forth in the Official Statement.

K. RECORDS

After the transaction has closed, you will receive a transcript of proceedings that contains the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of each transaction.

L. ELECTRONIC COMMUNICATION AND STORAGE

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized

access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

M. CERTIFICATE OF INTERESTED PARTIES - FORM 1295

Pursuant to the provisions of Section 2252.908, Texas Government Code, and applicable rules, you agree to notify the Texas Ethics Commission of your receipt of the executed original of the attached copy of Certificate of Interested Parties - Form 1295 within 30 days of the execution of this engagement letter.

N. ACCEPTANCE OF TERMS OF ENGAGEMENT

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

[Execution Page to Follow]

Respectfully,

McCall, Parkhurst & Horton L.L.P.



By: Sam M. Gill

Accepted and Approved

Arlington Independent School District

By: _____

Its: President, Board of Trustees

Date: November 6, 2025

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1380164

Date Filed:
 10/22/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 McCall, Parkhurst & Horton L.L.P.
 Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Arlington ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2025A Ref Bonds
 Bond Counsel Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sam M. Gill, and my date of birth is 11/01/1980.

My address is 717 N Harwood, 9th Floor, Dallas, TX, 75201, .
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 23 day of October, 2025.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Norberto Rivas*

Date:



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.

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

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

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

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

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

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

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

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

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

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

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

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

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

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

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

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

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

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

Section 3. DELEGATION TO PRICING OFFICER. (a) As authorized by Chapter 1207 and Chapter 1371, the Superintendent, Assistant Superintendent of Financial Services, Interim Chief Financial Officer

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

- i the aggregate original principal amount of the Bonds shall not exceed the aggregate principal amount of the Available Refunded Obligations set forth in Schedule I;
- ii the refunding of the Refunded Obligations must produce a net present value debt service savings of not less than 3.00%;
- iii the maximum true interest cost shall not exceed 5.00%; and
- iv the final maturity shall not be longer than February 15, 2042.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) of this Section 3, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to the one year anniversary of the date of adoption of this Order. The Pricing Officer may determine to issue one or more series of Bonds and may exercise the authority granted herein on one or more dates to effectuate the issuance of multiple series of Bonds if multiple series are issued and, if multiple series are issued, each separate series may close on separate dates or on the same date, as determined by the Pricing Officer. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Bonds may be issued in one or more series as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, as set forth in the Pricing Certificate.

(d) In the event any of the Bonds are issued as Capital Appreciation Bonds, the Pricing Certificate shall have attached thereto a schedule which sets forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts thereof (per \$5,000 payment at

maturity amount), including the initial premium, if any, as of each date and commencing on the date set forth in such schedule.

(e) If the Pricing Officer determines that any series of the Bonds should be sold by a negotiated sale, the Pricing Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as deemed appropriate to assure that the Bonds are sold on the most advantageous terms to the Issuer. The Pricing Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out the terms of a bond purchase agreement for the Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Pricing Officer subject to the parameters set forth in this Order. Any such bond purchase agreement shall be substantially in a form and substance acceptable to the Pricing Officer. The Pricing Officer shall cause to be prepared an official statement for each series of the Bonds in such manner as the Pricing Officer deems appropriate.

(f) If the Pricing Officer determines that any series of the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(g) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption, at the option of the Issuer, and the Pricing Officer is hereby authorized to cause all of the Refunded Obligations to be called for redemption on the respective date or dates consistent with the savings analysis set forth in Section 3(a) hereof, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption. In furtherance of authority granted by Chapter 1207 and Chapter 1371, the Pricing Officer is further authorized to enter into and execute on behalf of the Issuer with the escrow agent or deposit agent named therein (the "Escrow Agent"), an escrow agreement or deposit agreement, in the form and substance as shall be approved by the Pricing Officer, which escrow agreement or deposit agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement").

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

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

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

Issuer's best interests, and the Pricing Officer is hereby authorized to make and include in the Pricing Certificates a finding to that effect.

Section 4. CHARACTERISTICS OF THE BONDS. (a). Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion, and exchange of the Bonds (the "Registration Books"), and the Paying Agent/Registrar shall keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three (3) business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Order. Registration of assignments, transfers, conversions, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

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

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record

Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations, or certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among

DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

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

(h) Notice of Redemption. (i) In addition to the notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of the Bonds by first-class mail, postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than

ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

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

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

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order, and with the Bonds to be completed with information set forth in the Pricing Certificate.

(a) Form of Bonds:

UNITED STATES OF AMERICA
 STATE OF TEXAS
 COUNTY OF TARRANT
 ARLINGTON INDEPENDENT SCHOOL DISTRICT
 UNLIMITED TAX REFUNDING BOND
 SERIES 20__

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

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

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ business day of the month next preceding each such date [, regardless of whether such day is a business day] (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

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

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR-

MATURITY
AMOUNT
\$ _____

INTEREST RATE

ISSUANCE DATE

MATURITY DATE

CUSIP NO.

REGISTERED OWNER:

MATURITY AMOUNT:

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

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

[FORM OF REMAINDER OF EACH BOND]

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

THIS BOND is one of a Series of Bonds dated as of _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____, TO WIT: \$ _____ FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF

THE ISSUER'S OUTSTANDING UNLIMITED TAX BONDS and comprised of (i) Bonds in the aggregate original principal amount of \$_____ that pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate original principal amount of \$_____ that pay interest semiannually until maturity (the "Current Interest Bonds").

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

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

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

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

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

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

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner.

The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

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

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

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

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

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

(signature)
Secretary, Board of Trustees

(signature)
President, Board of Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated: _____
Paying Agent/Registrar

Authorized Representative

FORM OF ASSIGNMENT:
ASSIGNMENT

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

Please insert Social Security or Taxpayer Identification Number of Transferee

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a

securities transfer association recognized signature guarantee program.

appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

NOTICE: The signature above must correspond with the name of the registered owner as it

FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

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

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

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

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

<u>Maturity</u>	<u>Principal</u> _____	<u>Interest</u>
<u>Dates (____)</u>	<u>Installments(\$)</u>	<u>Rates (%)</u>

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

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next

preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.”

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

(c) Insertions for the initial Capital Appreciation Bond:

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

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

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

“Arlington Independent School District, being a political subdivision located in Tarrant County, Texas (the “Issuer”), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the “registered owner”) the Maturity Amount on the dates and in the amounts set forth in the following schedule:

<u>Maturity</u> <u>Dates ()</u>	<u>Principal</u> <u>Amounts(\$)</u>	<u>Maturity</u> <u>Amounts(\$)</u>	<u>Interest</u> <u>Rates(%)</u>
-------------------------------------	--	---------------------------------------	------------------------------------

(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

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

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

Section 6. TAX LEVY. (a) A special Interest and Sinking Fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received from the initial purchasers of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute

and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds as such interest comes due and such principal matures are hereby pledged for such payment, without limit as to rate or amount.

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

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in (a)(i) or (ii) of this Section 7 shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

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

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

Section 8. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

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

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

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

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

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

Section 10. FEDERAL TAX COVENANTS. (a) General Tax Covenants Regarding Tax Exemption of Interest on the Bonds. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

- (i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the

payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

- (ii) to take any action to assure that in the event that the “private business use” described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;
- (iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;
- (iv) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;
- (v) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;
- (vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --
 - (1) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,
 - (2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;
- (vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);
- (viii) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings), if applicable; and
- (ix) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, 100

percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

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

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

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

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

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

(a) The Bonds shall be sold and delivered subject to the provisions of Sections 1 and 3 and pursuant to the terms and provisions of the winning bid or a bond purchase agreement or agreements (the “Purchase Agreement”) which the Pricing Officer is hereby authorized to execute and deliver and in which the initial

purchaser or purchasers (the “Underwriters”) of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriter thereof as set forth in the Pricing Certificate.

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

Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

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

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

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrars for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be payable from and secured solely from ad valorem taxes of the Issuer pursuant to the orders of the Issuer authorizing the issuance of such Refunded Obligations (the “Refunded Obligation Orders”). For purposes of such determination and designation, all Refunded Obligations registered in denominations greater than \$5,000 shall be considered to be registered in separate \$5,000 denominations. The paying agent/registrars shall notify by first-class mail all registered owners of all affected bonds of such maturities that: (i) a portion of such bonds have been refunded and are secured until final maturity solely with cash and investments maintained by the Escrow Agent in the Escrow Fund, (ii) the principal amount of all affected bonds of such maturities registered in the name of such registered owner that have been refunded and are payable solely from cash and investments in the Escrow Fund and the remaining principal amount of all affected bonds of such maturities registered in the name of such registered owner, if any, have not been refunded and are payable and secured solely from ad valorem taxes of the Issuer described in the Refunded Obligation Orders, (iii) the registered owner is required to submit his or her Refunded Obligations to the paying agent/registrars, for the purposes of re-registering such registered owner's bonds and assigning new CUSIP numbers in order to distinguish the source of payment for the principal and interest on such bonds, and (iv) payment of principal of and interest on such bonds may, in some circumstances, be delayed until such bonds have been re-registered and new CUSIP numbers have been assigned as required by (iii) above.

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

Section 13. FURTHER PROCEDURES. (a) The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal, if necessary, and on behalf of the Issuer, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not

herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the DTC Blanket Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the DTC Blanket Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

Section 14. COMPLIANCE WITH RULE 15c2-12.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, or maturity amount payable on any outstanding Bonds;

- (4) Modify the terms of payment of principal of or interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount or maturity amount of the Bonds necessary for consent to such amendment.

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

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

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

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

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

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

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

Section 19. PERMANENT SCHOOL FUND GUARANTEE PROGRAM. To the extent applicable, the Issuer covenants to timely comply with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Education relating to the guarantee of the principal and interest on the Bonds by the Texas Permanent School Fund. Upon defeasance of such Bonds prior to maturity in accordance

with applicable law, the guarantee of the principal and interest on such Bonds by the Texas Permanent School Fund shall cease and no longer be available. In case of a default in the payment of principal or interest on the Bonds, and in accordance with Section 45.061, Texas Education Code, the Comptroller of Public Accounts of the State of Texas is authorized to withhold from the Issuer amounts equal to the amounts paid by the Permanent School Fund on account of such default, plus interest thereon, from the first state money payable to the Issuer from the following sources and in the following order, to wit: foundation school fund, available school fund.

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

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

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

Section 22. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 23. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

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

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

SCHEDULE I
SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2015

Unlimited Tax School Building Bonds, Series 2016A

Unlimited Tax School Building Bonds, Series 2017



Arlington

INDEPENDENT SCHOOL DISTRICT

More Than a Remarkable Education

POTENTIAL REFUNDING OF SERIES 2015, 2016A, AND 2017

NOVEMBER 6, 2025

PLANNED REFUNDING BOND ISSUE

Transaction Team

Financial Advisor

- HilltopSecurities Inc.

Bond Counsel

- McCall, Parkhurst & Horton L.L.P.

Underwriters

- Senior Manager
 - Siebert Williams Shank & Co., L.L.C.
- Co-Managers
 - Frost Bank
 - UMB Bank

SUMMARY OF PLANNED REFUNDED BONDS

Series 2015					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	First Call Date
2/15/2038	4.00%	\$ 13,730,000	\$ 13,730,000	\$ -	2/15/2025
2/15/2039	4.00%	14,290,000	-	14,290,000	2/15/2025
2/15/2040	4.00%	14,875,000	-	14,875,000	2/15/2025
		<u>\$ 42,895,000</u>	<u>\$ 13,730,000</u>	<u>\$ 29,165,000</u>	

Series 2016A					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	First Call Date
2/15/2038	4.00%	\$ 5,930,000	\$ 5,930,000	\$ -	2/15/2025
2/15/2039	4.00%	5,640,000	-	5,640,000	2/15/2025
		<u>\$ 11,570,000</u>	<u>\$ 5,930,000</u>	<u>\$ 5,640,000</u>	

Series 2017					
Maturity	Rate	Principal	To Be Refunded	Remaining After Refunding	First Call Date
2/15/2026	5.00%	\$ 2,935,000	\$ -	\$ 2,935,000	-
2/15/2027	5.00%	3,085,000	3,085,000	-	2/15/2026
2/15/2028	5.00%	2,840,000	2,840,000	-	2/15/2026
2/15/2029	5.00%	2,985,000	2,985,000	-	2/15/2026
2/15/2030	5.00%	2,670,000	2,670,000	-	2/15/2026
2/15/2031	5.00%	2,810,000	2,810,000	-	2/15/2026
2/15/2032	4.00%	2,940,000	2,940,000	-	2/15/2026
2/15/2033	4.00%	3,060,000	3,060,000	-	2/15/2026
2/15/2034	4.00%	3,180,000	3,180,000	-	2/15/2026
2/15/2035	4.00%	3,305,000	3,305,000	-	2/15/2026
2/15/2036	5.00%	3,465,000	3,465,000	-	2/15/2026
2/15/2037	5.00%	3,645,000	3,645,000	-	2/15/2026
2/15/2038	5.00%	3,830,000	3,830,000	-	2/15/2026
2/15/2039	5.00%	4,025,000	4,025,000	-	2/15/2026
2/15/2040	5.00%	4,230,000	4,230,000	-	2/15/2026
2/15/2041	5.00%	4,450,000	4,450,000	-	2/15/2026
2/15/2042	5.00%	4,675,000	4,675,000	-	2/15/2026
		<u>\$ 58,130,000</u>	<u>\$ 55,195,000</u>	<u>\$ 2,935,000</u>	

TOTAL: \$ 112,595,000 \$ 74,855,000 \$ 37,740,000

Preliminary / Subject to Change

SUMMARY OF PROJECTED SAVINGS

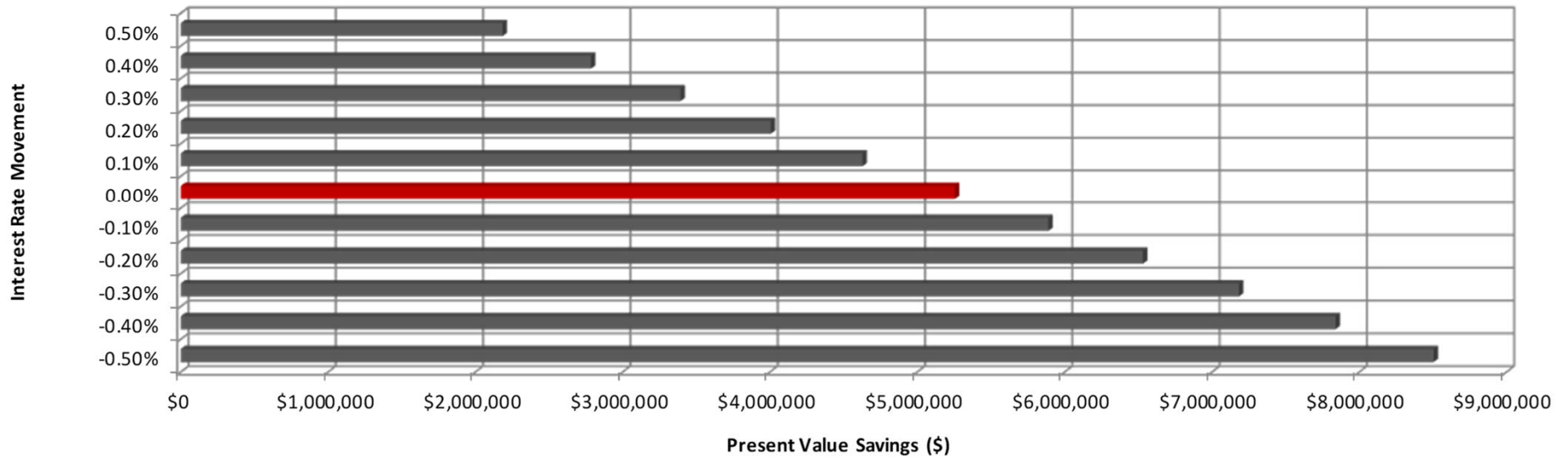
12/31	Refund Callable from Series 2015, 2016A and 2017 (No Contribution)	Refund Callable from Series 2015, 2016A and 2017 (\$10M Contribution from I&S Fund)
2026	\$ 6,360	\$ 3,590
2027	448,050	1,286,175
2028	447,050	1,290,300
2029	449,925	1,287,300
2030	446,675	1,287,175
2031	447,300	1,289,675
2032	446,750	1,289,750
2033	451,250	1,288,750
2034	447,200	1,287,950
2035	449,750	1,287,375
2036	451,275	1,289,400
2037	450,400	1,292,400
2038	444,200	1,288,325
2039	446,875	1,286,500
2040	447,625	1,291,000
2041	447,375	1,287,625
2042	451,000	1,286,375
	<u>\$ 7,179,060</u>	<u>\$ 20,619,665</u>

Par Amount Refunded:	\$ 74,855,000	\$ 74,855,000
Maturities Refunded:	2027-2042	2027-2042
Call Date:	3/3/2026	3/3/2026
Average Coupon:	4.558%	4.558%
True Interest Cost:	3.605%	3.612%
Net Present Value Savings:	\$ 5,365,790	\$ 5,255,316
Present Value as % of Refunded:	7.168%	7.021%

Preliminary / Subject to Change

SENSITIVITY ANALYSIS

Interest Rate Change	-0.50%	-0.40%	-0.30%	-0.20%	-0.10%	0.00%	0.10%	0.20%	0.30%	0.40%	0.50%
PV Savings (\$)	8,505,618	7,839,969	7,183,505	6,533,074	5,890,723	5,255,316	4,627,563	4,006,004	3,393,032	2,785,011	2,184,395
PV Savings (%)	11.363%	10.474%	9.597%	8.728%	7.870%	7.021%	6.182%	5.352%	4.533%	3.721%	2.918%



Preliminary / Subject to Change

PLANNED TIMETABLE OF EVENTS

October 2025							November 2025							December 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

Date	Event
October 29, 2025	Information for Preliminary Official Statement provided to Hilltop Securities by District
November, 6, 2025	Submission of information to rating agencies
November, 6, 2025	Board of Trustees regular meeting to consider action authorizing issuance of Refunding Bonds, establishing parameters, and delegating pricing approval
November 10-14, 2025	Calls with rating agencies
November 19, 2025	Receipt of ratings
November 20, 2025	Preliminary Official Statement distributed and posted
December 2-4, 2025	Pricing and marketing of bond issue by underwriters, overseen by Hilltop Securities
December 18, 2025	Closing, receipt of funds

Preliminary / Subject to Change

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:

Scott A. Kake

Date:



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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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.

Separation of Service - Effective Between October 2, 2025 to November 6, 2025

CODE	LAST	FIRST	LOCATION	TITLE	LAST WORK DATE	YRS
Caring for Family Member(s) (1)	Mercado	Joelyse	Family Literacy	Clerk - Family Literacy - GF	10/21/2025	4
Employment Outside of Education (3)	Gonzalez	James	Turning Point Secondary School	Attendance Clerk - High School	10/17/2025	0
	Turman	Sharde	Bebensee Elementary	Classroom Assistant Elementary Special Ed - ABLE	10/10/2025	0
	Houston	Roderick	Boles Jr High School	Social Studies 7-8/Coach	10/6/2025	1
Medical Reason (3)	Martinez	Nicole	Blanton Elementary	Special Education Inclusion Teacher - Elementary	10/17/2025	11
	Rivas	Mary	Miller Elementary	Attendance Clerk - Elementary	10/8/2025	0
	Rives-Parker	Darlene	Miller Elementary	Special Education Inclusion Teacher - Elementary	10/8/2025	0
Reason Not Specified (15)	Cagle	James	Bailey Jr High School	Science Teacher 7-8	10/15/2025	13
	Calzada	Jose	Williams Elementary	Classroom Assistant Elementary Athletics/PE	10/21/2025	2
	Cerneka	Andrea	Hill Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	10/3/2025	0
	Diemer	Michelle	Moore Elementary	Special Education Alt Curriculum Teacher - Elementary	10/6/2025	0
	Ferguson	Stacie	Hill Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	10/9/2025	2
	Griffin	Leslie	Chief Schools Officer	Specialist - Title IV Restorative Practices	10/31/2025	2
	Mondragon	Sandra	Williams Elementary	Classroom Assistant Elementary - Kindergarten	10/3/2025	2
	Newton	Shelisha	Sherrod Elementary	Classroom Assistant Elementary Special Ed - Alt Curriculum	10/3/2025	0
	Pham	Eric	Juan Seguin High School	Classroom Assistant High School Special Ed - Alt Curriculum	10/31/2025	0
	Pratt	LaCarol	Short Elementary	Special Education Alt Curriculum Teacher - Elementary	10/17/2025	0
	Shuffitt	Danielle	Little Elementary	Classroom Assistant Elementary Special Ed - Inclusion	10/3/2025	1
	Soto	Jose	South Davis Elementary	Bilingual Elementary Teacher K-6	10/17/2025	5
	Stevens	Cynthia	Nichols Jr High School	Nurse	10/9/2025	7
	Villela	Ruby	Sam Houston High School	Attendance Clerk - High School	10/17/2025	0
	Whiting	Macy	Spec Ed Support Services	Contract - Speech Pathologist	10/7/2025	0
Regular Retirement (1)	Edwards	Cheryl	Transportation	Temporary - Bus Driver	10/21/2025	25
Resign to be Hired as Sub (1)	Jonassaint	Marc	Juan Seguin High School	Classroom Assistant High School Special Ed - Alt Curriculum	10/10/2025	0
Total Separations (24)						

New Employees Hired 10/2/25 - 11/6/25

LAST NAME	FIRST NAME	LOCATION/ORG	POSITION	START DATE	LEVEL
SWANSON	JEFFREY	RESEARCH & ACCOUNTABILITY	SENIOR PROGRAMMER/ANALYST	10/27/2025	ADMIN
GERRON	MATTHEW	INFORMATION & INSTRUCTIONAL SYSTEMS	SENIOR PROGRAMMER/ ANALYST	10/27/2025	ADMIN
GUERRERO	ELENA	CURRICULUM & INSTRUCTION	DIRECTOR	10/27/2025	ADMIN
VIERTEL	JESSICA	SHACKELFORD	7-8 MATH	10/1/2025	ELEM
MORGAN	SKYLAR	BERRY	ESL 6TH	10/21/2025	ELEM
STOUFFLET	JANET	BRYANT	ESL TEACHER K-6	10/20/2025	ELEM
GARZA	BENJAMIN	BOLES	PE/COACH	10/14/2025	ELEM
HAMPTON	JAMILLION	MILLER	SPED - INCLUSION	10/9/2025	ELEM
YOUNG	KYLE	BOLES	7-8 SOCIAL STUDIES/COACH	9/23/2025	SEC
BROWN	ABIGAIL	RODRIGUEZ	7-8 SCIENCE	9/23/2025	SEC
WALL	JACOB	SHACKELFORD	7-8 ENGLISH/READING	9/25/2025	SEC
DHAWAN	HIMANI	RODRIGUEZ JR HIGH	7-8 SCIENCE	10/7/2025	SEC
GULLEY	ALYSSA	NICHOLS	7-8 MATH 180	10/7/2025	SEC
EILAND KONATE	KONDRA	SAM HOUSTON	SPED - INCLUSION	10/7/2025	SEC
MAXEY	CHYANNE	BOLES	7-8 SOCIAL STUDIES/COACH	10/7/2025	SEC
ARMSTER	RHONDA	GUNN	SPED - INCLUSION	10/8/2025	SEC
WARTERS	DYLAN	RODRIGUEZ	7-8 SOCIAL STUDIES HISTORY	10/21/2025	SEC
NASH	EMORY	RODRIGUEZ	7-8 MATH/COACH	10/21/2025	SEC
WALKER	TRACI	LAMAR	9-12 FAMILY CONSUMER SCIENCE TEACHER	10/23/2025	SEC

Elementary Summary

Teacher	3
Teacher ESL	2
Total	5

Secondary Summary

Teacher	11
Teacher ESL	
Total	11

Non-Campus Staff Summary

Admin	3
Total	3
Grand Total	19

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

Regular Meeting

October 16, 2025
5:00 p.m.

Members Present: Justin Chapa, Sarah McMurrrough, Brooklyn Richardson, Melody Fowler, Larry Mike, David Wilbanks

Sarah McMurrrough (joined virtually)

Members Absent:

Media Present: Arlington Report

CALL TO ORDER: Board Chamber

President Chapa called the meeting to order at 5:00 p.m. with six trustees present at the Administration Building, 690 E. Lamar Boulevard, Arlington, Texas and Ms. McMurrrough joining virtually.

CLOSED MEETING: Board Conference Room

President Chapa adjourned to closed meeting at 5:38 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 7:00 p.m. with six trustees present and Ms. McMurrrough joining virtually.

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:

Isabella Rubio led the audience in the Pledge of Allegiance. President Chapa called for a moment of silence.

RECOGNITIONS:

A. Region 11 Texas Association of Secondary School Principals; High School Assistant Principal of the Year

Dr. Shana Moore of Seguin High School was recognized as the Region 11 Assistant Principal of the Year, an honor covering 10 counties across the DFW area. She was commended for her strong connections with students and for fostering a culture of high expectations and care. Dr. Moore will be honored at the "Jostens Night of the Stars" event during the association's annual conference this summer.

OPEN FORUM FOR AGENDA ITEMS: None

APPOINTMENTS:

A. Consider Ratification of Chief Financial Officer

Motion by David Wilbanks, second by Brooklyn Richardson, to approve the administrative appointments as recommended in the closed session

Voting For: 7
Voting Against: 0

B. Consider ratification of administrative appointments:
Assistant Principal of Barnett High School

Superintendent Smith recommended that the Board appoint the individuals discussed in closed session.

Motion by Melody Fowler, second by Larry Mike, to approve the administrative appointments as recommended in the closed session

Voting For: 7
Voting Against: 0

Dr. Smith introduced:

Norberto Rivas, who is currently serving as the interim Chief Financial Officer in Arlington ISD.

Angela Davis, who is currently serving as the Assistant Principal at Williams Elementary School.

RECESS

President Chapa adjourned the meeting at 7:23 p.m. for a brief recess. The meeting was reconvened at 7:35 p.m. with seven trustees in attendance.

OPEN FORUM FOR NON- AGENDA ITEMS:

Jordan Tullius spoke to the board regarding gun violence in schools.

REPORTS:

A. Finance and Academics Committee Report

Earlier this week, the Finance and Academics Committee, chaired by Vice President Sarah McMurrough, convened to receive several important updates. The committee heard a financial report from George Willilifford with Hilltop Securities and received a presentation from Director of School Improvement Jared Zahn regarding specific campuses required by The Texas Education Agency (TEA) to implement Targeted Improvement Plans, and Turnaround Plans for this school year. This information will be brought forward on a future Board meeting agenda.

B. Teacher Incentive Allotment Report

Executive Director of Human Resources Dolloress Johnson provided the Board a report on the Teacher Incentive Allotment (TIA) Program. Participation in the program requires a formal application and consideration process that could span over 2-3 years. Stakeholder input and buy-in is a key element in the consideration of a recommendation for implementation in the district.

C. Let's Talk Report

Deputy Superintendent Dr. Jennifer Collins reported on the Let's Talk initiative which is an all-in-one customer service and communication platform designed specifically for education. Arlington ISD piloted the use of Let's Talk this summer with the Transportation and Student Enrollment teams and is expanding its use districtwide this semester. The platform enhances accessibility for students, families, staff, and community members to share questions or concerns. Additionally, it provides advanced analytics that enable the district to respond more efficiently, gather meaningful feedback, reduce response times, and proactively identify and address potential issues.

D. 2024-2025 Parent Survey Results Report

Assistant Superintendent of Research and Accountability Dr. Natalie Lopez explained to the Board that in Spring 2025, Arlington ISD administered the annual Parent/Family Survey to parents and guardians across the district. The survey included both close-ended and open-ended questions

focused on academic partnerships, school safety and well-being, inclusive collaboration, and family engagement and satisfaction. The purpose of the survey is to gather valuable insights to help the district strengthen family-school relationships, identify and reduce barriers to engagement, enhance trust and communication, address perceptions of the school environment, and guide data-driven decision-making.

ACTION:

A. Approval of Capital Needs Steering Committee Members

Motion to delegate authority to approve/fill any vacancies in positions to the Community Engagement Committee. Motion by Melody Fowler second by David Wilbabs, to approve the motion as presented.

Voting For: 7
Voting Against: 0

B. Consider Proposed Termination of Probationary Contract Employee: Zundra Dilworth

Motion by President Chapa Second by Melody Fowler to approve the motion as presented.

Voting For: 7
Voting Against: 0

C. Ringer Litigation

Motion by President Chapa second by David Wilbanks to approve the motion as presented.

Voting For: 7
Voting Against: 0

CONSENT ITEMS:

- A. Approval of Minutes of Prior Meetings
- B. Approval of Purchases Greater Than \$100,000
- C. Approval of Bids
- D. Approval of Monthly Financial Report – August
- E. Approval of Budget Amendment
- F. Approval of Donations
- G. Approval of Update 125
- H. Approval of the School Library Advisory Council (SLAC) Appointments
- I. Approval of Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) for Educational Services for the 2025-2026 School Year
- J. Approval of the Revised Interlocal Agreement between Arlington ISD, Tarrant County College District (TCCD) and the City of Arlington Fire Department for the 2025-2026 Fire Academy Program
- K. Approval of the Contract for Greater Arlington Chamber of Commerce 2025-2026

Motion by David Wilbanks second by Leanne Haynes to approve the consent agenda items as presented.

Voting For: 7
Voting Against: 0

SUPERINTENDENTS REPORT:

The Superintendent recognized the Arlington Police Department for its exceptional partnership and highlighted APD officers who supported a Swift Elementary student with a surprise birthday celebration. Additional recognitions included Crouch Elementary’s National Night Out event fostering community engagement, Martin High School’s Project Lead the Way STEM showcase, and the district’s Human Resources team in celebration of Texas Education HR Day. Additionally, the district celebrated Ashworth Elementary’s 30th anniversary and the success of the district’s third annual Pre-K and Kindergarten STEMtacular event in partnership with the Fort Worth Museum of Science.

SCHOOL BOARD’S REPORT:

Trustee Brooklyn Richardson recognized birthdays for our Superintendent Dr. Matt Smith and Robert Spence, our Communications Media Production Specialist.

ADJOURNMENT:

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

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

Secretary

President

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Norberto Rivas*

Date:



ACADEMIC GROWTH

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



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Arlington Independent School District
 FY26 Purchases Greater than \$100,000 Report
 Date: November 6, 2025

Control Number	AISD Department	Budget Owner	Vendor Name	Description	Fund Source	Estimated	Purchase Method
25-11-06-01	Fine Arts	Christopher Anderson	On Guard Transport, LLC	Transport of HS Band Trailers (additional procurement authority)	Local	\$20,000	26-02
25-11-06-02	Special Education	Cindy Brown	Lango, LLC	Language Interpretation Services	Local	\$100,000	26-06
						\$120,000	

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Norberto Rivas*

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Arlington Independent School District
26-02e All-Purpose Supplies, Equipment & Services Qualifying Bid
Effective Dates: November 07, 2025- August 31, 2026

Vendor Number	Vendor Name	City	State
Not Set Up	Alana Macalik, DDS	Arlington	TX
10286632	All Apparel and More	Midlothian	TX
10279951	Arlington Today, Inc.	Arlington	TX
10284910	Balloons With A Twist	ARLINGTON	TX
10282184	Big Wheels Body Shop, LLC	Fort Worth	TX
10288358	Bjorem Speech Publications	Castle Rock	CO
Not Set Up	Blastt Effects	Fort Worth	TX
10285478	Blusource (ADG Blusource, LLC)	Guthrie	OK
10289268	Cheng & Tsui	Boston	MA
Not Set Up	Customized Staffing Solutions, LLC	Deer Park	TX
12829000	DEALERS ELECTRICAL SUPPLY	FORT WORTH	TX
Not Set Up	DFWChild Magazines	Dallas	TX
Not Set Up	DJ CHEAA (Ahmad Miller)	Crowley	TX
Not Set Up	Dynamic Party Haus	Fort Worth	TX
Not Set Up	Faces by Chelsea Keesler	Arlington	TX
10289249	Flash Party Photo Booth LLC	Manor	TX
Not Set Up	Fort Worth Pediatric Therapy PLLC	Fort Worth	TX
10288085	GameTime (GT TX LLC)	Euless	TX
10708000	Gomez Floor Covering, Inc. (GFC)	San Antonio	TX
10287806	Graduate Sales	Wichita Falls	TX
10277431	Handley Feed Store, Inc.	Fort Worth	TX
Not Set Up	House of Horns LLC (Michael Cleveland)	Fort Worth	TX
10288326	Industrial Contamination Extraction Servies (John D Sims)	North Richland Hills	TX
Not Set Up	Liz Parke Photography	Mesquite	TX
10287408	Lone Star Awards (Thomas M Medford)	North Richland Hills	TX
10287483	Midwest Sporting Goods	Tulsa	OK
10289232	Mis Cositas	Arlington	TX
13169000	Mitinet, Inc.	Bethany	MO
10289251	Nation's Arlington	Arlington	TX
10287207	New Gen Print and Design	ARLINGTON	TX
10287640	Ohana Shaved Ice	Euless	TX
10282367	Oriental Trading Company	Omaha	NE
10288154	Priority Assessment &Monitoring LLC	Houston	TX
10283174	PRN Uniforms (PRN Uniforms, LLC)	Arlington	TX
10287703	Sapphire Tours & Travel	Hillsborough	NJ
10289260	Signature Promotional Group LLC	Winter Park	FL
71260000	Social Studies School Service	Culver City	CA
Not Set Up	Uniform Solutions, Inc.	Carrollton	TX
10289274	Victory Health Solutions, LLC	Mansfield	TX
10289259	Western Specialty Contractors of America	St. Louis	MO
Not Set Up	Winters' SNOW (Winters' LLC)	Arlington	TX
10286908	World View Travel TX	Arlington	TX
Total Award: \$9,950,000*			

* This amount covered entire bid

Arlington Independent School District
RFP #26-06e Academic Educational Consultants and Professional Development Services
Effective Dates: November 7, 2025- August 31, 2026

Vendor Number	Responding Supplier	City	State
NOT SET UP	Document Doctors, LLC	Nashville	TN
100973	Girls Incorporated of Tarrant County	Fort Worth	TX
10289258	LeadershipState LLC (Kimberly Gonsalves)	Los Gatos,	CA
6170	Maxi Aids	Farmingdale	NY
10285141	Merakey Allos	Fort Worth	TX
NOT SET UP	National University	San Diego	CA
10283081	PBK Architects, Inc	Houston	TX
NOT SET UP	Personifying Excellence Acadmic Consulting	Glenn Heights	TX
10285923	Results Coaching Global, LLC	Bloomington	IN
10284967	Soliant Health	Peachtree Corners	GA
NOT SET UP	Squared Compass (Lawton Management LLC)	Austin	TX
NOT SET UP	STEM Education Works	Lafayette	IN
10279202	Theresa Jorgensen	Arlington	TX
NOT SET UP	WRS Group, Ltd.	Waco	TX

Total Estimated Award: \$3,220,000*

*Amount covers entire bid award

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:

Scott A. Kake

Date:



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WBL Department Internal
Educational Experience Agreement/Amendment

DOCUMENT TITLE: Arlington ISD_Multi Prog_TCC_Agrmnt_2025

EDUCATION AFFILIATION AGREEMENT/AMENDMENTS/OTHER

Location: NADM 1203 / Phone Contacts: 817-515-6569

EDUCATION EXPERIENCE AGREEMENT/AMENDMENT OVERVIEW

Date Submitted: 9/17/2025
Requested Return Date: 10/1/2025
Agreement/Amendment Start Date: 9/1/2025
Program(s) of Study: Teacher Education & Child Development
Campus(es): Northeast, Northwest, South, Southeast, Trinity River, and TCC Connect
Field-based Experience Site: Arlington ISD 690 East Lamar Boulevard Arlington, TX 76011
Unique

AGREEMENT

TARRANT COUNTY COLLEGE DISTRICT
Fort Worth, Texas

Arlington Independent School District
690 East Lamar Boulevard
Arlington, TX 76011

Education Field-Based Experiences
Program Affiliation Agreement

TEACHER EDUCATION & CHILD DEVELOPMENT PROGRAMS

This agreement between **Tarrant County College District** and **Arlington Independent School District** will be effective on **09/01/2025**. The agreement will automatically renew annually, effective beginning of the fall semester, unless either party requests a change or termination of the agreement in writing.

Arlington Independent School District and Tarrant County College District mutually and informally agree to the following:

PLANNING FOR STUDENT INSTRUCTION

The faculty and **TEACHER EDUCATION & CHILD DEVELOPMENT PROGRAMS** students at Tarrant County College District may use **Arlington Independent School District** for field experiences. The days and hours for the field experiences will be planned by the faculty of Tarrant County College District and the supervisory staff at **Arlington Independent School District**.

SPECIFIC RESPONSIBILITIES OF ARLINGTON INDEPENDENT SCHOOL DISTRICT

- A. To provide within the available facilities adequate classroom space and use of any available instructional materials.
- B. To provide field experience for **TEACHER EDUCATION & CHILD DEVELOPMENT PROGRAMS** students in the selected departments or units as appropriate.
- C. To provide emergency treatment in case of accident or illness to students while at **Arlington Independent School District** for curriculum training. Students will be responsible for personal insurance coverage and/or charges related to treatment.
- D. To retain responsibility, authority, and accountability for classroom students' supervision, while providing guidance, assistance and support to program students while acquiring field experience at **Arlington Independent School District**.
- E. To provide proper orientation to instructors and students prior to their field experience.

SPECIFIC RESPONSIBILITIES OF THE TARRANT COUNTY COLLEGE DISTRICT

- A. To provide all instruction required in **TEACHER EDUCATION & CHILD DEVELOPMENT PROGRAMS**.

- B. To follow proper administrative channels at **Arlington Independent School District** in planning for field-based experiences.
- C. To ensure that program students and faculty comply with the existing policies of **Arlington Independent School District**.
- D. To give written guidelines to program students and supervising staff members of **Arlington Independent School District** and assist the staff with program student supervision.
- E. To consult with supervisors of **Arlington Independent School District** in planning experiences for program students.

ARLINGTON INDEPENDENT SCHOOL DISTRICT RESPONSIBILITIES

- A. The supervisory personnel of **Arlington Independent School District** and the faculty of **TEACHER EDUCATION & CHILD DEVELOPMENT PROGRAMS** at Tarrant County College District will cooperate in planning, implementing, and evaluating the practicum experience at **Arlington Independent School District**.
- B. To the extent allowed by law, **Arlington Independent School District** agrees and is bound to hold **Tarrant County College District** whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by **Arlington Independent School District** performance under this Contract; provided, however, that it is not the intention to create liability against **Arlington Independent School District** unless such liability is imposed by law or to waive any legal defenses available to **Arlington Independent School District**. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Nothing in this agreement shall waive any party's immunity. The terms of this agreement shall be governed by Texas law and the venue shall be Tarrant County, Texas.

NON-DISCRIMINATION

It is the policy of Tarrant County College District not to discriminate on the basis of race, color, national origin, sex, disability, or age in its educational programs, services or activities or in its employment practices, as required by the Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1992, as amended; and Section 504 of the Rehabilitation Act of 1973; as amended.

TERMINATION

Tarrant County College District may terminate this agreement at any time and for any reason by providing **Arlington Independent School District** with 30 days' written notice of termination.

Arlington Independent School District may terminate this agreement upon breach of this agreement by **Tarrant County College District**. The termination will be effective thirty (30) days from receipt of a letter of notification. Should **Arlington Independent School District** wish to terminate this agreement for any reason other than breach of contract, a written notification must be given thirty (30) days in advance, and **Arlington Independent School District** must finish the current semester, for the termination to be effective.

SIGNED

Administrator
Arlington Independent School District

Date _____

SIGNED

Audra Barrett
Audra Barrett (Oct 20, 2025 14:56:35 CDT)

Audra Barrett, Ed.D.
Vice President of Academic Affairs
Tarrant County College District

Date 10/20/2025

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by:

Scott A. Kahl

Date:



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.

**Arlington ISD
T-TESS Appraiser List
2025-2026 SY**

Last Name	First Name	Job Title	Location/Campus
Caldwell	Jynine	Assistant Principal	Ellis Elementary School
Smith	Wanda	Curriculum Coordinator	Special Education Department
Guillen	Nora	Assistant Principal	Gunn Junior High School
Blanchard	Alan	Assistant Principal	Ousley Junior High School
Kilgore	Herman	Assistant Principal	Ashworth Elementary School

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Bret A. Champion* Date:



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**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 City of Arlington on behalf of its Juvenile Case Manager (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.
- Not engage in DEI duties at, for, or on behalf of AISD.
- Not conduct psychological or psychiatric examination, perform such treatment, provide health care, medication, or a medical procedure without written parental consent, or; collect use, store, or disclose to any person other than the child's parent a child's biometric identifiers;
- Complete a pre-service affidavit consistent with Texas Education Code section 22A.055.

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

***City of Arlington on behalf of its
Juvenile Case Manager Diversion Program***

By: _____ *CMH*

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Michael Hill*

Date:



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Arlington Independent School District Board of Trustees Meeting

Contact Person:

Board Agenda Presented for: Action: Report: Consent:

Supporting Documents: None: Attached:

Meeting Agenda Item:

District Priority / Goals Addressed

Background

Fiscal Implications

Recommendation

Submitted by: *Michael Hill*

Date:



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2025 CAPITAL NEEDS STEERING COMMITTEE-REVISED

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
- One member of the Arlington Council of PTAs (ACOPTA)

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.