



**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, June 26, 2025 at 5:00 PM**

NOTICE of Regular Meeting of the Board of Trustees at the Arlington Independent School District Administration Building - Board Room, 690 East Lamar Boulevard, Arlington, Texas 76011.

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

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

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

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

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

1.B. Consult Attorney Regarding Potential and Pending Litigation

2. **RECONVENE INTO OPEN SESSION: 6:00 p.m., Board Room**

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

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

- | | | |
|----|--|-----------------|
| 4. | <u>APPOINTMENTS:</u> | <u>6</u> |
| | 4.A. Consider Ratification of Administrative Appointment
Principal Ellis Elementary
Executive Director of Curriculum & Instruction | |
| 5. | <u>ACTION:</u> | |
| | 5.A. Consider 2025-2026 Compensation Plan Adjustments | 7 |
| | 5.B. Consider Approval of 2025-2026 Appointments to the Citizens Bond Oversight Committee (CBOC) - Committee Member Recommendations | 17 |
| | 5.C. Consider Approval of 2025-2026 Appointments to the Financial Futures Committee (FFC) - Committee Member Recommendations | 18 |
| 6. | <u>CONSENT AGENDA:</u> | |
| | 6.A. Approval of Interlocal Agreement Between Arlington ISD and NC Dept of Natural and Cultural Resources A+ Contract | 19 |
| | 6.B. Approval of Purchases Greater Than \$50,000 | 26 |
| | 6.C. Consider approval of Memorandum of Understanding between Arlington ISD and Region XI Reading Academies Comprehensive Cohort(s) | 28 |
| | 6.D. Consider Approval of Tarrant County College District and Arlington Independent School District Memorandum of Understanding for Lamar P-Tech High School | 34 |
| | 6.E. Approval of Extension of Legal Services Agreement | 60 |
| 7. | <u>OPEN FORUM FOR NON-AGENDA ITEMS:</u> | |
| | Must Pre-Register. Registration as stated above must be completed in its entirety and submitted no later than 3:00 p.m. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson. | |
| 8. | <u>SUPERINTENDENT COMMENTS:</u> | |
| | This time is for the Superintendent to acknowledge varying kinds of activities occurring within the district. This includes such items as recognition of outstanding performance | |

by district staff and/or students, the initiating of new programs and special activities. The Superintendent will report on the following subjects:

8.A. District Priorities.

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

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

9. **TRUSTEE COMMENTS:**

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

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

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

9.C. Board member visits to various campuses.

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

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

10. **CLOSED MEETING:**

At any time during the meeting the Board may adjourn into closed meeting for consultation with its attorney (Texas Government Code section 551.071) or for a posted agenda item pursuant to Texas Government Code sections 551.072 - 551.084.

11. **ADJOURNMENT:**

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

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

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

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

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

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

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

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security, including: personnel, devices, deployment, reports, audits, evaluation, and updates.

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

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

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

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

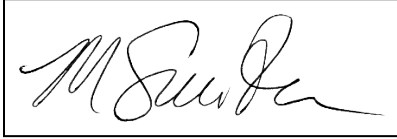
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 23 day of June 2025 at 5:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Matt Smith" written in a cursive style.

Matt Smith, Ed.D., Superintendent

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 26, 2025

Appointments

Subject: Consider Ratification of Administrative Appointments

Purpose:


The purpose of this is to ratify the appointments for the Principal of Ellis Elementary and the Executive Director of Curriculum and Instruction.

Background:

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

Recommendation:

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

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
Date: June 19, 2025	



Arlington
INDEPENDENT SCHOOL DISTRICT

Compensation Plan and General Pay Increase

Holly Stambaugh, Senior Director of Human Resources
Scott Kahl, Chief Talent Officer
June 26, 2025

PURPOSE

Provide the Board of Trustees the administrative recommendation for the 2025-26 Arlington ISD Compensation Plan for consideration and action.



Compensation Plan
2025-2026

It pays to work in Arlington ISD!

Summary of June 17 Board Report

- House Bill 2 provided school districts with funding for the following:
 - Teacher Retention Allotment for “Classroom Teachers” as defined by Texas Education Agency who instruct an average of 4 hours per day
 - Support Staff Allotment
 - Additional Basic Costs
- Healthcare Premiums for Region 11 will see a 10% rate increase effective September 1, 2025
 - Employee only healthcare plans will see an increase up to \$51 per month

2024-2025 DFW Teacher Salary Market Position



UNITED EDUCATORS ASSOCIATION

4055 International Plaza, #530
Fort Worth, TX 76109

2918 W. Park Row Drive
Arlington, TX 76013

(817) 572-1082
(972) 291-7514

Comparison of Teacher Salaries in the **Dallas/Fort Worth Metroplex** *School Year 2024 - 2025 | BA / BS Degree*

YEAR	0	YEAR	5	YEAR	10	YEAR	15	YEAR	20	YEAR	25	YEAR	30							
1	Mansfield	64700	1	Arlington	67100	1	Arlington	69600	1	Arlington	72100	1	Richardson	76000	1	Richardson	81000	1	Richardson	86000
2	Arlington	64600	2	Mansfield	66007	2	Coppell	69000	2	Coppell	71315	2	Arlington	74600	2	Arlington	76900	2	Arlington	78900
3	Ft Worth	63000	3	Irving	65365	3	Irving	68630	3	Richardson	71000	3	Coppell	72815	3	Irving	74593	3	Irving	78891
3	Grand Prairie	63000	4	Coppell	65200	4	HEB	67848	4	Ft Worth	69754	4	Ft Worth	72483	4	Ft Worth	74373	4	Ft Worth	78111
5	Birdville	62750	4	Ft Worth	65200	5	Mansfield	67644	5	Irving	69713	5	Mansfield	71655	5	Coppell	74315	5	HEB	76890
6	Coppell	62700	6	Grand Prairie	65000	6	Ft Worth	67421	6	Mansfield	69405	6	Irving	71463	6	Prosper	73600	6	Coppell	76855
7	Irving	62618	7	Garland	64495	7	Garland	67038	7	Garland	69138	7	Garland	71399	7	Mansfield	73356	7	Mansfield	76823
8	HEB	62500	8	Dallas	64250	8	Grand Prairie	67000	8	Grand Prairie	69000	8	Grand Prairie	71328	8	HEB	73351	8	Castleberry	75892
9	McKinney	62100	9	Birdville	64075	9	Dallas	66500	9	HEB	68748	9	HEB	71077	9	Garland	73098	9	Granbury	75402
10	Castleberry	62025	10	HEB	63861	10	Everman	66007	10	Everman	67975	10	McKinney	70400	10	Grand Prairie	72904	10	Alvarado	75400

11 2024-2025 Western Teacher Salary Market Position



UNITED EDUCATORS ASSOCIATION

4055 International Pkwy # 530
Fort Worth, TX 76109

2918 W. Park Row Drive
Arlington, TX 76013

(817) 572-1082
www.ueatexas.com

Comparison of Teacher Salaries in the **Western Metroplex** School Year 2024 - 2025 | BA / BS Degree

YEAR	0	YEAR	5	YEAR	10	YEAR	15	YEAR	20	YEAR	25	YEAR	30							
1	Mansfield	64700	1	Arlington	67100	1	Arlington	69600	1	Arlington	72100	1	Arlington	74600	1	Arlington	76900	1	Arlington	78900
2	Arlington	64600	2	Mansfield	66007	2	Irving	68630	2	Ft Worth	69754	2	Ft Worth	72483	2	Irving	74593	2	Irving	78891
3	Ft Worth	63000	3	Irving	65365	3	HEB	67848	3	Irving	69713	3	Mansfield	71655	3	Ft Worth	74373	3	Ft Worth	78111
3	Grand Prairie	63000	4	Ft Worth	65200	4	Mansfield	67644	4	Mansfield	69405	4	Irving	71463	4	Mansfield	73356	4	HEB	76890
5	Birdville	62750	5	Grand Prairie	65000	5	Ft Worth	67421	5	Grand Prairie	69000	5	Grand Prairie	71328	5	HEB	73351	5	Mansfield	76823
6	Irving	62618	6	Birdville	64075	6	Grand Prairie	67000	6	HEB	68748	6	HEB	71077	6	Grand Prairie	72904	6	Castleberry	75892
7	HEB	62500	7	HEB	63861	7	Everman	66007	7	Everman	67975	7	Everman	70051	7	Everman	72455	7	Granbury	75402
8	Castleberry	62025	8	Castleberry	63792	8	Granbury	65919	8	Castleberry	67792	8	Kennedale	69970	8	Alvarado	72280	8	Alvarado	75400
9	Everman	62000	9	Everman	63712	9	Castleberry	65792	9	Kennedale	67575	9	Castleberry	69792	9	Castleberry	71892	9	Grand Prairie	75088
10	Crowley	61810	10	Cleburne	63675	10	Birdville	65581	10	Granbury	67395	10	Cleburne	69511	10	Kennedale	71653	10	Birdville	74937

General Pay Increase Recommendation

- Teacher Retention Allotment Raise for Classroom Teachers
 - \$2,500 for Teachers with 3 to 4 years of experience
 - \$5,000 for Teachers with 5+ years of experience
- 3% Teacher Market Raise for Classroom Teachers with 1 to 2 years of experience (\$2,000)
- Teacher starting salary of \$66,100 (\$1,500 increase)
- 3% Market Raise for Additional Certified Staff (\$2,000)
- 3% Midpoint Raise for all other full-time staff



2025-2026 New Classroom Teacher Salary Schedule

Years of Experience	2024-2025 Bachelor's Salary	Local Allotment	Teacher Retention Allotment	2025-2026 Bachelor's Salary
0	\$64,600	\$1,500		\$66,100
1	\$65,100	\$2,000		\$66,600
2	\$65,600	\$2,000		\$67,100
3	\$66,100		\$2,500	\$68,100
4	\$66,600		\$2,500	\$68,600
5	\$67,100		\$5,000	\$71,600
6	\$67,600		\$5,000	\$72,100
7	\$68,100		\$5,000	\$72,600
8	\$68,600		\$5,000	\$73,100
9	\$69,100		\$5,000	\$73,600
10	\$69,600		\$5,000	\$74,100
11	\$70,100		\$5,000	\$74,600
12	\$70,600		\$5,000	\$75,100
13	\$71,100		\$5,000	\$75,600
14	\$71,600		\$5,000	\$76,100
15	\$72,100		\$5,000	\$76,600
16	\$72,600		\$5,000	\$77,100
17	\$73,100		\$5,000	\$77,600
18	\$73,600		\$5,000	\$78,100
19	\$74,100		\$5,000	\$78,600
20	\$74,600		\$5,000	\$79,100
21	\$75,100		\$5,000	\$79,600
22	\$75,600		\$5,000	\$80,100
23	\$76,100		\$5,000	\$80,600
24	\$76,500		\$5,000	\$81,100
25	\$76,900		\$5,000	\$81,500
26	\$77,300		\$5,000	\$81,900
27	\$77,700		\$5,000	\$82,300
28	\$78,100		\$5,000	\$82,700
29	\$78,500		\$5,000	\$83,100
30+	\$78,900		\$5,000	\$83,500

← First year Teacher pay \$66,100 (\$1,500 increase).

← 3% Market Raise of \$2,000 for Teachers with 1 -2 years of experience.

Teachers with 3 to 4 years of experience will receive a \$2,500 pay increase.

Teachers with 5 or more years of experience will receive a \$5,000 pay increase.

Total Teacher retention allotment will not change for Teachers who work more than 187 days per year.

The TRA statute (Texas Education Code (TEC) Sec. 48.158) defines a classroom teacher for Teacher Retention Allotment purposes as a person who is employed by a school system and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting and who works in a role that would typically require an (SBEC) teaching certification. These positions are coded (087) in the PEIMS system.

Supplemental Compensation Recommendations

- Recommend a pay grade adjustment for the Attendance Clerks from an Administrative Support Grade 1 to Administrative Support Grade 2
- Recommend a \$1,000 annual increase to the Athletic Trainer Stipend



2025-2026 Healthcare Contribution

- Proposed increase of \$33 per month towards AISD healthcare contribution for 2025-2026
- 2024-2025 monthly healthcare contribution including wellness:
 - \$332 for paraprofessionals and auxiliary
 - \$317 for professionals
- 2025-2026 monthly proposed healthcare contribution including wellness:
 - \$365 for paraprofessionals and auxiliary (with \$33 increase)
 - \$350 for professionals (with \$33 increase)





DISCUSSION

Citizen Bond Oversight Committee 2025-26

DRAFT

	Name	Type	Terms Expire
1	Catherine Parra (Chair)	Member	June 2025
2	Darla Peznell	Member	June 2026
3	Adam Baker (Vice-Chair)	Member	June 2026
4	Will Deakyne	Member	June 2026
5	Todd Pagitt	Member	June 2026
6	Kacey Butts	Member	June 2026
7	Tarek Abdallah	Member	June 2026
8	Valencia Grissett	Member	June 2026
9	Gabriel Rivas	Member	June 2026
10	Kathi Arocha	Employee Representative	June 2026
11	Vana Shaw-Stines	Employee Representative	June 2026
12	Alyce Monroe	Employee Representative	June 2026
13	Poppy Moore	Employee Representative	June 2025
14	Shelly Beasecker	Member	
15	Celina Vasquez	Member	
16	Katie Duzan	Alternate	
17	Sarah Lawson Pitler	Alternate	

Financial Futures Committee 2025-26

DRAFT

Name	Type	Terms Expire
April Nohinek	Martin HS	June 2026
Blake Davidson (Chair)	Lamar HS	June 2026
Kelly Curnutt (Vice-Chair)	Arlington HS	June 2026
Lyndsay Mitchell	At Large 5 (MHS)	June 2026
Corliss Bunkley	At Large 1 (LHS)	June 2025
Kerri Ressler	At Large 2 (AHS)	June 2025
Fedra Castaneda	<i>UEA</i>	June 2026
Heather Kukuk	<i>ATPE</i>	June 2026
Colleen Crocker	At Large - Elementary Teacher	June 2026
Tawana Franklin	At Large - Secondary Teacher	June 2025
April Pettitt	ALTERNATE - Parent (MHS/AHS)	June 2026
Emily (Chris) Reeves	ALTERNATE - Employee (Grant Coord.)	June 2026
Lauren Wirth	ALTERNATE - Parent (AHS)	June 2026
Sarah Thomas	Sam Houston HS	
Vacant	Bowie HS	
Carlos Johnson	Seguin HS	
Sarah Spurrier	<i>TSTA</i>	
Amber Cannon	Principal	
David Antonelli	At Large 3 (LHS)	
Vacant	At Large 4 (SHS)	
Tanner Smith	Secondary Teacher	
Vacant	Salary Non-Exempt	



MEMORANDUM

TO: Matt Smith, Ed. D.
Superintendent

FROM: Legal Office

DATE: 6-10-2025

SUBJECT: A+ Fellows Training Contract

AISD requested a review of the terms for the above contract. Upon review of the documentation, we identified language that is unfavorable to the District. As is, the District would be required to consent to the following:

1. Set venue outside of Tarrant County.
2. Choice of law outside of Texas.

The contract is for training, consultation, and mentorship for two A+ Fellows from Gunn Junior High School in Arlington, TX, provided by A+ Schools of North Carolina. We presume but have not researched any comparable options.

While we do not recommend that the district subject itself to venue outside of Tarrant County, Texas, we recognize this contract is very low risk. We obviously also do not recommend that the district subject itself to the laws outside of Texas. The cost of this contract is \$5,000.

We are available to discuss any potential risk that should be considered prior to execution.

Thank you.

Approved to proceed: _____
Disapproved: _____

**DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
MEMORANDUM OF AGREEMENT**

Contract Number AISDF2526

THIS AGREEMENT is hereby made by and between Arlington Independent School District, 690 E. Lamar Blvd., Arlington, TX, 76011 (682) 867-5400 (hereinafter referred to as the "LEA") and the North Carolina Department of Natural and Cultural Resources, 109 East Jones Street, Raleigh, NC, with an invoice mailing address of 4605 Mail Service Center, Raleigh, North Carolina 27699-4605 (hereinafter referred to as the "Department") and together, the "Parties."

WITNESSETH

WHEREAS, the LEA desires to engage the Department to perform the services hereinafter described;

THEREFORE, the LEA and the Department do mutually agree and contract as follows:

1. **Contractual Status:** The LEA and Department agree that the Department shall perform the services required herein set forth; provided that the Department is an independent Government entity. The LEA and Department agree that neither Party is an officer, agent, or employee of the other Party for any purpose. The Department has or will secure at its own expense all personnel required to fulfil its obligations under this Agreement. Such personnel shall not be employees of, or have any individual contractual relationship, with the LEA.
2. **Time of Performance:** The effective date of this Agreement is upon final signature of the Parties and shall end upon successful completion of the Agreement and acceptance by the Department or June 30, 2026, whichever occurs first, unless extended by written agreement of the Parties.
3. **Time of Essence:** Time is of the essence in performing all activities regarding this Agreement.
4. **Scope of Services to be Rendered:** The Department shall provide A+ Schools Program services as described below:

Continued consultation, training, and mentoring to Cohort 1 of A+ Fellows in Arlington, TX as follows:

In the fall of 2025, Texas A+ Fellows Cohort 1 will attend the Fall A+ Fellows Meeting on Saturday, October 11, 2025, from 9 a.m. to 4 p.m. in North Carolina (location TBD).

In the Spring of 2026, Texas A+ Fellows Cohort 1 will attend the following in North Carolina:

- Midwinter Fellows Meeting – February 28 and March 1, 2026, from 9 a.m. to 4 p.m. Saturday, 9 a.m. to 3:30 p.m. Sunday (location TBD).
- Spring Fellows Planning Meeting – May 2 and 3, 2026, from 9 a.m. to 4 p.m. Saturday, 9 a.m. to 3:30 Sunday (location TBD).

As A+ Fellows, we expect the Texas A+ Fellows Cohort 1 to remain connected to A+ Schools of N.C. (or another A+ statewide network) for ongoing training, guidance, and support. This would involve traveling to N.C. (or another A+ state) two to three times annually for ongoing training.

5. **Deliverables:**

Training, consultation, and mentorship for two A+ Fellows from Gunn Junior High School in Arlington, TX, provided by A+ Schools of N.C. Fees cover the costs associated with providing professional development, mentoring, and ongoing support for two A+ Fellows from Gunn Junior High through June 30, 2026.

6. **Compensation:** The LEA shall pay the Department \$5,000.00 upon receipt of an original invoice from the Department setting forth the amount due.

7. **Payment Terms:** Payment terms are not later than thirty (30) days after receipt of correct invoice(s) or in accordance with any special payment schedule identified in this Agreement.

8. **Contract Administrators:** The Contract Administrator for the LEA is: Dr. Matt Smith, Superintendent, msmith32@aisd.net, 690 E. Lamar Blvd., Arlington, TX 76011, (682) 867-5400. The Contract Administrator for the Department regarding the Department's performance of this Agreement is: Michelle Burrows, Director of A+ Schools of North Carolina, Department of Natural and Cultural Resources, North Carolina Arts Council, Michelle.Burrows@dncr.nc.gov, 4632 Mail Service Center, Raleigh, North Carolina, 27699-4632, 919-807-6503. The Contract Administrator for the Department for all matters regarding this document, document language and interpretations is: Cynthia Armes, Director of Procurement, cynthia.ames@dncr.nc.gov, 919-814-6728. All official and binding communications by the LEA shall only come through its designated Contract Administrator, and the Department shall direct all its communications to the LEA concerning the Agreement to the designated Contract Administrator. Either Party may change its Contract Administrator by giving the other Party's Contract Administrator written notice thereof.

9. **Availability of Funds:** All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

10. **LEA Information:** The Department agrees not to release any information concerning the LEA or its students and employees provided to the Department and that all such information is and shall remain confidential as required by State and Federal law. Nothing in this Agreement shall be construed to withhold information that the Department is obligated to disclose pursuant to the North Carolina Public Records Act, codified at Chapter 132 of the North Carolina General Statutes, or any other applicable State or Federal law.

11. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **Compliance with Laws:** The LEA and the Department shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to

the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

13. **Advertising:** This Agreement shall not be used for any advertising by either Party.
14. **Subcontracting:** Work to be performed under this Agreement by the Department or its personnel may be subcontracted to persons accredited by the A+ Schools Program.
15. **Termination for Convenience:** Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party. The Agreement will be deemed cancelled and of no further force and effect as of the date of termination stated in said notice. In the event of termination by the LEA, the LEA shall pay the Department in accordance with the payment terms of this Agreement for services satisfactorily performed by the Department up until the date of termination.
16. **Termination for Cause:** If, through any cause, a Party to this Agreement shall fail to fulfill in a timely and proper manner the obligations under this Agreement, then the other Party shall have the right to terminate this Agreement by giving written notice to the breaching Party of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of termination. In the event of termination by the LEA, the LEA shall pay the Department in accordance with the payment terms of this Agreement for services satisfactorily performed by the Department up until the date of termination.
17. **Access to Persons and Records:** The North Carolina State Auditor, the Department's internal auditors, the North Carolina General Assembly's Joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized North Carolina state entity shall have access to persons and records related to this Agreement to verify accounts and data affecting fees and performance under this Agreement, as required under North Carolina law (including, but not limited to, N.C.G.S. §§ 143-49(9) & 147-64.7). The LEA shall retain all records for a period of five (5) years following completion of the Agreement.

The following entities may audit the records of this Agreement during and after the term of the Agreement to verify accounts and the data affecting fees or performance.

1. The North Carolina State Auditor.
 2. The internal auditors of the affected department, agency, or institution.
 3. The North Carolina General Assembly's Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
18. **Amendments:** This Agreement shall not be amended orally or by performance, but only by written amendments duly executed by the Department and the LEA.
 19. **Entire Agreement:** This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination

date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **General Indemnity:** To the extent permitted by law, the LEA shall hold and save the Department, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Department in the performance of this Agreement, except as provided under N.C.G.S. §§ 143-291, *et seq.* Nothing in this Agreement shall waive either Party's immunity.
21. **Agreement Documents:** The Agreement shall consist of the following documents in order of precedence:
 - (a) Amendments to this Agreement, if any;
 - (b) This Agreement;
 - (c) Attachments

In the event of a conflict between or among the terms of the Agreement Documents, the term in the Agreement Document with the highest precedence shall prevail.

Signature Page Follows

SIGNATURE PAGE

IN WITNESS WHEREOF, the LEA and the Department have each executed this Agreement.

Arlington Independent School District

Dr. Matt Smith, Superintendent

Date

North Carolina Department of Natural and Cultural Resources

Signed by:

Jeff Bell

6/9/2025

AF762903E514416
Jeff Bell, Executive Director
North Carolina Arts Council

Date

Signed by:

Maggie Thompson

6/9/2025

15893819B72448F
Maggie Thompson
Chief Deputy Secretary

Date

APPROVED AS TO RECEIPT OF FUNDS

4600-210150-47995000-000000

Signed by:

Joshua Davis

6/9/2025

F81E0897A369470
Joshua Davis
Chief Financial Officer

Date

APPROVED FOR CONTRACT

Signed by:

Cynthia Armes

6/9/2025

870D08047814A
Cynthia Armes
Director of Procurement

Date

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 26th, 2025

Consent Item

Subject: Approval of Interlocal Agreement Between Arlington ISD and North Carolina Department of Natural and Cultural Resources A+ Contract

Purpose:

To consider the Interlocal Agreement Between Arlington ISD and North Carolina Department of Natural and Cultural Resources A+ Contract.

Background:


The purpose of this agreement is to provide A+ School Program services and mentoring.

Fiscal Implications:

None

Recommendation:

The Administration recommends approval of the Interlocal Agreement.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Bret Champion Date: June 17th, 2025

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 26, 2025	Consent Item
Subject:	Approval of Purchases Greater Than \$50,000	

Purpose:

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

Background:

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

- 25-06-25-01 Chromebook and Computer Parts
- 25-06-25-02 Projectors for Rodriguez JH
- 25-06-25-03 IP Camera Upgrades
- 25-06-25-04 Intrusion Upgrade
- 25-06-25-05 Network Closet Reno at SHHS
- 25-06-25-06 Network Closet Reno at AHS
- 25-06-25-07 Consultant Services
- 25-06-25-08 Software
- 25-06-25-09 Maintenance Renewal
- 25-06-25-10 Flooring and Wall Tile Replacement Peach ES
- 25-06-25-11 Flooring Replacement at Wood ES
- 25-06-25-12 Waste Disposal
- 25-06-25-13 Security Services
- 25-06-25-14 Student Travel
- 25-06-25-15 Consultant Services

Fiscal Implications:

The total fiscal impact of these purchases is estimated at \$8,952,378. Funding for these items is available through the approved district budget under the designated departments and account codes.

Recommendation:

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

Submitted to:	Submitted by: <i>Norberto Rivas</i>
Board of Trustees Arlington Independent School District	Prepared by: Lisa Phillips
	Date: June 16, 2025

27
Arlington Independent School District
FY26 Purchases Greater than \$50,000 Report
Date: June 26, 2025

Control Number	AISD Department	Budget Owner	Vendor Name	Goods or Services	Estimated	Fund Source	Purchase Method
25-06-26-01	Technology	Eric Upchurch	Chromebook Parts	Chromebook and Computer Parts	\$150,000	Local	Allied States Cooperative
25-06-26-02	Technology	Eric Upchurch	CDWG	Projectors for Joey Rodriguez JHS	\$72,376	Bond	24-86
25-06-26-03	Technology	Eric Upchurch	KLC	IP Camera Upgrades for Annex I	\$68,002	Bond	25-04
25-06-26-04	Technology	Eric Upchurch	Digi Security Systems	District Wide Intrusion Upgrade Phase 2	\$300,000	Bond	TIPS
25-06-26-05	Technology	Eric Upchurch	CableLink	CableLink - Network Closet renovations SHHS	\$420,000	Bond	24-86
25-06-26-06	Technology	Eric Upchurch	Superior	Superior - Network closet renovations AHS	\$400,000	Bond	TIPS
25-06-26-07	Technology	Eric Upchurch	Gartner	Consultant Services	\$125,000	Bond	DIR
25-06-26-08	Technology	Eric Upchurch	CDWG	Tanium Software Patch Management Renewal	\$55,000	Local	Cooperative
25-06-26-09	Technology	Eric Upchurch	SHI	Cisco Smartnet Maintenance Renewal	\$100,000	Local	DIR
25-06-26-10	Facility Services	Kelly Horn	Gomez Floor Covering	Flooring and Wall Tile Replacement Peach ES	\$79,000	Bond	BuyBoard
25-06-26-11	Facility Services	Kelly Horn	Gomez Floor Covering	Flooring Replacement Wood ES	\$74,000	Bond	BuyBoard
25-06-26-12	Facility Services	Kelly Horn	Republic Waste	Waste Disposal	\$1,200,000	Local	Interlocal Agreement
25-06-26-13	Security	Scott Vickers	TierOne Holdings	Security Services	\$6,000,000	Local	Local
25-06-26-14	Arlington High School	Stacie Humbles	Orchestrated Travel	Student Travel/Orchestra Trip	\$155,000	Activity	25-02
25-06-26-15	Administration	Matt Smith	Center for Educational Leadership	Consultant Services	\$64,000	Local	25-05
					\$9,262,378		

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 26, 2025	Consent Item
Subject:	Consider Approval of Memorandum of Understanding between Arlington ISD and Region XI Reading Academies Comprehensive Cohort(s)	

Purpose: To present the Educational Service Center (ESC) Region XI 2025-2026 MOU for Reading Academy training to the Board of Trustees for consideration.

Background: In 2019, the 86th Texas Legislature passed House Bill 3, which requires all K-3rd teachers and principals attend a “teacher literacy achievement academy.” AISD partners with the ESC Region XI to facilitate the TEA Reading Academy, deliver all professional learning activities, and communicate monthly progress of participant completion.

Fiscal Implications: The state has implemented a set fee for participant participation. AISD covers the enrollment fee for teachers and principals using locally budgeted funds.

Recommendation: The administration recommends the Board of Trustees approve the 2025-2026 ESC Region XI MOU for the Reading Academy as presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: Dr. Christi Buell <i>Christi Buell</i>
	Prepared by: Barry Fox Date: June 18, 2025



MEMORANDUM OF UNDERSTANDING
Reading Academies Comprehensive Cohort(s)

RECITALS

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the _____, (hereinafter referred to as "The District" and Education Service Center Region 11, (hereinafter referred to as "ESC Region 11")),

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following three options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive training for teachers.
 - District pays per participant (\$3,000 for Comprehensive).
2. **Apply to be an approved Authorized Provider** and provide the training to participants.
 - As an Authorized Provider, the district would assume all costs for the training.
3. **Sign an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide Comprehensive training locally to teachers.**
 - District pays a flat fee to the Authorized Provider (\$12,000 per Cohort Leader for Comprehensive).

WHEREAS, ESC Region 11, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Reading Academy training for their teachers through Options 1 and 3 above.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District of Reading Academies Services to be Provided by ESC Region 11:

The District opts for ESC Region 11 to provide Reading Academies training to the District as follows:

Use ESC Region 11 as an Authorized Provider, and ESC Region 11 will employ staff to act as Cohort Leaders and provide the Comprehensive training to participants.

II. Responsibilities of the Parties

a. For ESC Region 11:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort.
- 5) Support synchronous training and coaching sessions as determined by the TEA Comprehensive Model.
- 6) Review submitted assignments and provide individual scoring and feedback.
- 7) Coordinate training dates, locations, and additional logistics with the district.
- 8) Communicate monthly progress towards participant course completion.
- 9) Create a training calendar for the district that participants will be required to follow.
- 10) Provide one scheduled make-up session for each training day per TEA guidelines.

b. For the District:

- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 2) Structure the district professional development calendar to support the implementation of Reading Academies.
- 3) Support ESC Region 11 in tracking and supporting teacher completion of Reading Academies requirements, including attendance at all face-to-face sessions and coaching visits.
- 4) Communicate to Reading Academies participants the expectation that they attend all face-to-face sessions or the scheduled make-up session. Participants who miss a session and the corresponding make-up session will receive an incomplete for the course. Please note that if a teacher receives an incomplete on the course, no monies will be refunded.

- 5) Communicate to Reading Academies participants that in the event that a coaching visit is scheduled at a time when the teacher is unavailable, the teacher is required to notify the cohort leader within 48 hours after receiving the appointment. Should a teacher cancel a scheduled coaching visit after this 48-hour notice period, they will forfeit their appointment slot for the current coaching cycle and will be required to reschedule the coaching visit during the designated make-up period in May. Additionally, if a teacher misses multiple coaching visits, due to cohort leader time constraints, it may not be feasible to reschedule all missed visits prior to the conclusion of the school year.
- 6) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time period, unless one of the following exceptions arise: Resignation, Retirement, Termination, Reassignment outside of a K-3 classroom, FMLA, or another extreme circumstance deemed appropriate by TEA.

III. Term of Agreement

This Agreement shall be effective on 06/02/25, and terminate, except as provided herein, on 05/29/2026, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC Region 11 of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded after a participant is enrolled in the course.

IV. Fees

District pays a \$3000 fee per participant, with a total of 69 participants for a total cost of \$207,000.00. District will only be invoiced for the number of participants who enroll in the course.

V. Invoicing Schedule

This Memorandum of Understanding (MOU) shall be invoiced in two separate installments in accordance with the fiscal year of ESC Region 11, which runs from September 1 – August 31.

1. \$51,750.00 will be invoiced in July 2025, covering the months of June – August 2025.
2. \$155,250.00 will be invoiced after September 1, 2025, covering the months of September 2025 – May 2026.

VI. Additional Terms and Conditions

1. **Safety Protocols:** Both parties agree to adhere to the minimum safety and health standards as defined by local, state, and federal government. In the event that COVID-19 social distancing (or other restrictions imposed to address health concerns) impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery.
2. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.

3. **Entire Agreement.** This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
4. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
5. **Third Party Beneficiaries.** Nothing in this Agreement creates or will be deemed to create, third-party beneficiaries of or under this Agreement.
6. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Tarrant County, Texas. ESC Region 11 affirms that it does not and will not boycott Israel during the term of the contract in accordance with Texas Government Code, Section 2270.
7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC Region 11, of the staff and employees of ESC Region 11, or of the District.
8. **Dispute Resolution.** The Executive Director of ESC Region 11 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
9. **Amendments.** This Agreement may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

Note: House Bill 462 (HB462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT

FOR AND ON BEHALF OF ESC REGION 11

By: _____ /alm
Superintendent Signature

By: _____
Authorized Signature

Title

Executive Director, ESC Region 11

Title

Date

Date

33

Barry Fox

District Contact Person

Executive Director, Teaching & Learning

Title of Contact

690 E. Lamar Blvd.

Street Address

Arlington, TX 76011

City, State Zip

682.867.4611

Contact Phone Number

Shelly Shaw

ESC Region 11 Contact Person

Coordinator IS, Reading Academies 11

Title of Contact

1451 S. Cherry Lane

Street Address

White Settlement, TX 76108

City, State Zip

817.740.7560

Contact Phone Number

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 26, 2025	Consent Item
Subject: Approval of Tarrant County College District and Arlington Independent School District Memorandum of Understanding for Lamar P-Tech High School	

Purpose:

To obtain Board approval for the renewal of the Memorandum of Understanding (MOU) between Arlington Independent School District (AISD) and Tarrant County College District (TCCD) for the continued operation and enhancement of the Lamar Pathways in Technology Early College High School (P-TECH) program through June 30, 2028.

Background:

The Lamar P-TECH program provides high school students, particularly those from underserved and economically disadvantaged backgrounds, with the opportunity to simultaneously earn a high school diploma and up to 60 college credit hours, an associate degree, and industry-recognized certifications in fields such as cybersecurity and business administration. Originally established in partnership with TCCD Southeast Campus, this innovative program reflects a shared commitment to equity, college readiness, and workforce development. The MOU renewal formalizes the ongoing collaboration between AISD and TCCD, ensuring the program continues to meet state mandates and college readiness standards.

Fiscal Implications:


Under the MOU:

- TCCD will waive tuition and standard fees for students enrolled in approved dual credit courses.
- AISD is responsible for costs not waived, including instructional materials, textbook procurement (including inclusive access resources), transportation, and faculty salaries.
- Both entities commit to securing additional funds from public and private sources to sustain and expand program services.

The MOU does not require new or unbudgeted expenditures beyond existing operational commitments already accounted for in district planning.

Recommendation:

Administration recommends approval of the Memorandum of Understanding as presented.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by:</p> <div style="text-align: center;">  </div> <hr/> <p>Prepared by: Traci Thomas-Bragg</p> <p>Date: May 21, 2025</p>
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**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
ARLINGTON INDEPENDENT SCHOOL DISTRICT
FOR
LAMAR P-TECH HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Southeast Campus (hereinafter referred to as "College") and Arlington Independent School District (hereinafter referred to as AISD), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code,

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2025-2026 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree; and

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- a) The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b) The MOU will end on June 30, 2028, unless otherwise amended.
- c) Each academic year the ISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

2. Guiding Principles: The College and AISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and AISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of all parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development and student services.
- c) Provision of rigorous college readiness, technical and early college credit courses.
- d) Financial collaboration that addresses costs of all parties to this MOU and assists each in obtaining necessary funds from local, state, federal and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of AISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and ISD agree to a recommended minimum of 15 students per class; exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by AISD and subject to AISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, AISD and the College.
- (2) The AISD ECHS Lead Administrator
 - a. Within the rules and guidelines established by TEA and AISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;

- iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of AISD;
 - c. Will report to the AISD superintendent or his/her designee through the established AISD governance structure;
 - d. Will be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of AISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of AISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in

- overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
 - (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
 - (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
 - (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
 - (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
 - (9) Provide academic support for ECHS students;
 - (10) If applicable, provide an area per AISD and state and federal requirements in which students may eat lunch/meals that AISD provides;
 - (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
 - (12) Support ECHS in the process of becoming TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success

D. Duties of AISD:

AISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments
- (2) Pay the salaries of AISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all AISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

E. Enhanced Educational Opportunities: The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

F. Faculty: ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by AISD and College. To teach in the ECHS, AISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS employed by AISD will be evaluated annually by the

AISD, using AISD guidelines and accordance with AISD School Board policy. ISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

G. Classroom and Office Facilities:

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

H. Tuition and Fees: The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The ISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

I. Student Learning Materials:

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by AISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by AISD.
- (4) College approved textbooks purchased by AISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by AISD.

J. Grading Policies: College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of AISD. AISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. AISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and AISD's authority in this matter.

K. Recruitment, Selection and Enrollment of Students:

- (1) Student recruitment of AISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) AISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to AISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: AISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of AISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, AISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, AISD shall maintain the insurance coverage agreed to by AISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of AISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by AISD and approved by the College;
- Procedures listed in a teachers manual prepared by AISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents reference above.

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to AISD and College protocols that are

appropriate under the particular circumstances.

- P. Student Progress and Support:** The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At the ISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

AISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

- Q. Evaluation, Research and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

- R. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- 5. Renewal:** Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2028. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and AISD shall review this MOU and may renew this MOU on approval of the College and AISD.
- 6. Right of Revocation:** Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of AISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.
- 7. Discontinuation of Operation:**
- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
 - C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
 - D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
 - E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.
- 8. Assignment:** No party may assign their interest in the MOU without the written permission of the other party.
- 9. Limitations of Authority:**
- A. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
 - B. This MOU represents the entire agreement by and between the parties and

supersedes all previous letters, understanding or oral agreements between the College and AISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, AISD and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College District and AISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

15. Nothing in this agreement shall waive any party's immunity.

16. Either party may terminate this agreement at the end of any fiscal period if it certifies that its governing board has not allocated sufficient funds to allow Either party to continue to perform the obligations under this Agreement ("Appropriations Failure"). Such termination may occur only after Either party provides thirty (30) days advance written notice. Upon expiration of such notice period, Either party shall have the right to terminate this Agreement in full provided that AISD has paid all amounts due College for services through the termination date of this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

_____ *CMH* _____
Dr. Matt Smith Date
Superintendent,
Arlington Independent School District

Shelley Pearson

Dr. Shelley Pearson 5/14/2025
Vice Chancellor and Provost, Date
Tarrant County College District

**Facilities Use Agreement
Tarrant County College
Arlington ISD
Early College High School**

THIS FACILITIES USE AGREEMENT (the “FUA”) is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College Southeast Campus (“TCC”) and ARLINGTON INDEPENDENT SCHOOL DISTRICT (the “ISD”), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated upon the execution of this MOU, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities

- ISD will house an ECHS facility at the Lamar High School campus, 1400 Lamar Blvd., Arlington, TX, 76012. Sole ownership of such building(s) lies with Arlington Independent School District. Operations will commence as of July 1, 2025.
- TCC shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the ISD. All other purposes will require the prior written consent of ISD.
- By the beginning of the Spring semester of each academic year, ISD and TCC will agree upon the courses to be offered for the following academic year, at which point TCC will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- ISD will provide TCC with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- Registration by ECHS students for ECHS-specific classes to be offered on the TCC Southeast Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment

- ISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCC teaches at the ECHS will

be provided by TCC and will remain the property of TCC. TCC shall be responsible to track and inventory all equipment purchased by TCC and placed or installed at ECHS.

- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy ISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.
- TCC will be assigned areas in the ECHS for TCC instructors to secure teacher equipment and supplies. ISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of TCC.
- ISD and TCC will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance

- Maintenance/ Custodial responsibilities will be that of ISD and shall be to the same standard and intervals as other ISD campuses.

4) Utilities

- ISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- ISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff, and faculty shall have access to ISD's communications and technology services as they are constituted from time to time, subject to the application of ISD's Acceptable Use Guidelines as they are promulgated from time to time.
- ISD shall coordinate with TCC to provide access at the ECHS facility to TCC's communications and technology networks and services.

5) Insurance

- ISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by ISD. The foregoing insurance and any other insurance carried by ISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of ISD and under ISD's sole control. TCC shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCC shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all-risk") property insurance covering the Furniture and other personal property of TCC within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. TCC shall provide ISD with a certificate of coverage or other document demonstrating TCC's ability to self-insure.

6) Ingress, Egress, Access and Parking

- ISD grants TCC reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and / or controlled by ISD.
- ISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per ISD policy, as it exists from time to time.
- Upon confirmation with TCC, ISD will issue to TCC faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCC administrator shall make arrangements with ISD for access.
- Should TCC require access to the ECHS building other than during normal operating hours, it will require the prior written consent of ISD.

7) Safety and Health

- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by ISD, pursuant to ISD's facilities guidelines and procedures.

- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCC shall not designate ECHS as an area where concealed weapons may be carried.

8) Expiration or Termination

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to ISD, and any furniture or equipment owned by TCC will be removed by TCC.
- TCC shall be responsible for any damage caused by the removal of its Furniture and equipment.
- TCC will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCC fails to remove all of the furniture and equipment as herein above provided, ISD shall give TCC written notice requesting removal, and if TCC has not removed such remaining items on or before thirty (30) days after the date of such notice, ISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCC.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

_____ *CMH* _____
Dr. Matt Smith Date
Superintendent,
Arlington Independent School District

Shelley Pearson

Dr. Shelley Pearson 5/14/2025
Vice Chancellor and Provost, Date
Tarrant County College District

**Operations Manual
Tarrant County College
Arlington Independent School District
Early College High School**

THIS OPERATIONS MANUAL (the “OM”) is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College Southeast Campus (“TCC”) and ARLINGTON INDEPENDENT SCHOOL DISTRICT (the “ISD”), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School located on TCC’s Southeast Campus (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated July 1, 2025, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1) Governance

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incidents that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) located on TCC’s Southeast Campus (the “ECHS Defined Area”) when the facility is in use for ECHS purposes, shall be governed by ISD and subject to ISD’s policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occurs outside the ECHS Defined Area shall be governed by TCC and subject to TCC’s policies and procedures.
- Operation of the ECHS building by TCC when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCC’s use of the building shall be governed by TCC and subject to TCC’s policies and procedures.
- The ECHS Defined Area will be subject to TCC fire safety policies and procedures, but ISD will be responsible for conducting and documenting mandated fire safety drills.

2) Safety and Health

- ISD will provide credentialed nursing staff for the ECHS and will determine the appropriate level of ISD nursing staff coverage on the ECHS campus, all in accordance with ISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the

direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).

- ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- In case of a health emergency on the Southeast Campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency on the Southeast Campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- TCC shall provide all ECHS students, faculty and staff with standard TCC identification badges.
- ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall

make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.

- The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC or contract custodial. Charges associated with such background checks will be borne by ISD.
- ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children’s Internet Protection Act of 2000 and all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:
 - (a) access by minors to inappropriate matter on the Internet;
 - (b) the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
 - (c) unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
 - (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and
 - (e) measures designed to restrict minors’ access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3) Staffing

- The number of instructional and support staff to be provided by each party will be determined in accordance with each party’s respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date that each party must make teacher contract decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the other party’s staffing model for the ECHS is consistently inadequate (even if compliant

with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.

4) Operations

- ISD shall require that ninth and tenth grade ECHS students wear standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD's administrative software.
- TCC shall ensure that grades for college courses are timely and correctly entered in TCC's administrative software.
- TCC will not provide ECHS students with computers, laptops or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment is compatible with TCC's computer system.
- ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in these support efforts.
- ECHS faculty and staff shall be permitted to participate in TCC's in-house professional development courses at no charge.

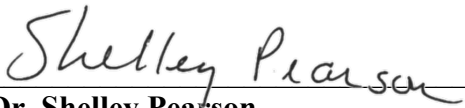
5) Expiration or Termination

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

_____/alm
Dr. Matt Smith
Superintendent,
Arlington Independent School District

Date



Dr. Shelley Pearson
Vice Chancellor and Provost,
Tarrant County College District

5/14/2025
Date

Lamar P-Tech Crosswalk
Associate of Applied Science – Information Technology: Cybersecurity
Level 1 Certificate – Cybersecurity Specialist
Level 2 Certificate - Information Technology: Ethical Hacking

	9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	English III or IV	English III or IV	English IV or *English Elective	English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or Pre-Calculus	Algebra II or Pre-Calculus	Pre-Calculus or Calculus or *Statistics	Pre-Calculus or Calculus or *Statistics
	AP Human Geo	AP Human Geo	AP World History	AP World History	AP US History	AP US History	Government	Economics
	Biology	Biology	Chemistry	Chemistry	Adv Science	Adv Science	Adv Science	Adv Science
	Path I or similar	Path I or similar	Path II or similar	Path II or similar	Path III or similar	Path III or similar	Path IV or similar	Path IV or similar
College	<input type="checkbox"/> SPCH 1315 (03240900) or <input type="checkbox"/> DRAM1310 (03250100)	<input type="checkbox"/> SPCH 1315 (03240900) or <input type="checkbox"/> DRAM1310 (03250100)	<input type="checkbox"/> BCIS 1305 (13011400) or <input type="checkbox"/> MATH 1314 (IHE11100)	<input type="checkbox"/> BCIS 1305 (13011400) or <input type="checkbox"/> MATH 1314 (IHE11100)	<input type="checkbox"/> *ENGL 1301 (A3220100)	<input type="checkbox"/> ECON 2301 (03310300) or <input type="checkbox"/> *SOCI 1301 (03370100)	<input type="checkbox"/> ITSY 2401 (13027400)	<input type="checkbox"/> ITSY 2342 (03580360) or <input type="checkbox"/> ITSY 2443 (03580360)
					<input type="checkbox"/> CPMT 1403 (13027200)	<input type="checkbox"/> COSC 1436 (13011400)	<input type="checkbox"/> ITSY 2341 (03580855)	<input type="checkbox"/> ITSY 2372 (3581000)
					<input type="checkbox"/> ITNW 1425 (13027410)	<input type="checkbox"/> ITNW 1309 (03580850)	<input type="checkbox"/> ITSY 2330 (03581500)	<input type="checkbox"/> ITSY 2459 <i>Capstone</i> (03581600)
					<input type="checkbox"/> ITSY 1300 (03580850)	<input type="checkbox"/> ITSY 2400 (03580900)		
	* = TSI Passing Score Required () = PEIMS Code		NOTE: Students must complete all Level 1 certificate courses highlighted in GREEN in addition to those highlighted in BLUE to complete the requirements for the Level 2 certificate.			Total Credit Hours: Associated of Applied Science = 60 credit hours Cybersecurity Specialist Cert = 27 credit hours Ethical Hacking Cert = 47 credit hours		

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Information Technology: Cybersecurity

ITCY.D001.UG

Associate of Applied Science

https://catalog.tccd.edu/preview_program.php?catoid=14&poid=3845

Cybersecurity Specialist

ITCY.T001.UG

Level 1 Certificate

https://catalog.tccd.edu/preview_program.php?catoid=14&poid=3846

Ethical Hacking

ITCY.T002.UG

Level 2 Certificate

https://catalog.tccd.edu/preview_program.php?catoid=14&poid=3847

Lamar P-Tech Crosswalk Associate of Arts in Business

9 th Grade		10 th Grade		11 th Grade		12 th Grade		
High School	English I or II	English I or II	English II or *III	English II or *III	English III or IV	English III or IV	English IV or *English Elective	English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or Pre-Calculus	Algebra II or Pre-Calculus	Pre-Calculus or Calculus or *Statistics	Pre-Calculus or Calculus or *Statistics
	AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics
	Biology	Biology	Chemistry	Chemistry	Adv Science	Adv Science	Adv Science	Adv Science
	Path I or similar	Path I or similar	Path II or similar	Path II or similar	Path III or similar	Path III or similar	Path IV or similar	Path IV or similar
College	<input type="checkbox"/> SPCH1315 (03240900) or <input type="checkbox"/> DRAM1310 (03250100)	<input type="checkbox"/> SPCH1315 (03240900) or <input type="checkbox"/> DRAM1310 (03250100)	<input type="checkbox"/> BCIS 1305 (13011400) or <input type="checkbox"/> *MATH 1324 (A3100200)	<input type="checkbox"/> BCIS 1305 (13011400) or <input type="checkbox"/> *MATH 1324 (A3100200)	<input type="checkbox"/> *ENGL 1301 (A3220100)	<input type="checkbox"/> *ENGL 1302 (A3220100)	<input type="checkbox"/> *ENGL 2322 (A3220200) or <input type="checkbox"/> *ENGL 2327 (3220400)	<input type="checkbox"/> KINE 1164 (PES00052)
					<input type="checkbox"/> *HIST 1301 (A3340100)	<input type="checkbox"/> *HIST 1302 (A3340100)	<input type="checkbox"/> *GOVT 2305 (A3330100)	<input type="checkbox"/> *GOVT 2306 (03380001)
					<input type="checkbox"/> BUSI 1301 (13011700)	<input type="checkbox"/> BUSI 2305 (13016900)	<input type="checkbox"/> ECON 2301 (03310300)	<input type="checkbox"/> ECON 2302 (03380001)
					<input type="checkbox"/> *BIOL 1408 <i>Non-Science Majors</i> (13037200) or <input type="checkbox"/> GEOL 1401 (03062000)	<input type="checkbox"/> *BIOL 1409 <i>Non-Science Majors</i> (13037200) or <input type="checkbox"/> GEOL 1402 (03062000)	<input type="checkbox"/> ACCT 2301 (13016800)	<input type="checkbox"/> ACCT 2302 (13016700)
	* = TSI Passing Score Required () = PEIMS Code	Two Lab Science Options dependent on College Major - <input type="checkbox"/> BIOL 1408 and <input type="checkbox"/> BIOL 1409; or <input type="checkbox"/> GEOL 1401 and <input type="checkbox"/> GEOL 1402				Total Credit Hours: Associate of Arts: Business = 60 credit hours		

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Business

AART.D005.UG

Associate of Arts in Business

https://catalog.tccd.edu/preview_program.php?catoid=14&poid=3645

Lamar P-Tech Crosswalk

Associate of Applied Science – Business Administration

Level 1 Certificate – Business Administration: Business I

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	English III or IV	English III or IV	English IV or *English Elective	English IV or *English Elective	
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or Pre-Calculus	Algebra II or Pre-Calculus	Pre-Calculus or Calculus or *Statistics	Pre-Calculus or Calculus or *Statistics	
	AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics	
	Biology	Biology	Chemistry	Chemistry	Adv Science	Adv Science	Adv Science	Adv Science	
	Path I or similar	Path I or similar	Path II or similar	Path II or similar	Path III or similar	Path III or similar	Path IV or similar	Path IV or similar	
College					<input type="checkbox"/> BUSI 1301 (13011700)	<input type="checkbox"/> BUSI 2305 (13016900)	<input type="checkbox"/> MRKG 1311 (13011200) or <input type="checkbox"/> MRKG 2333 (12701500)	<input type="checkbox"/> BUSI 2301 <i>Capstone</i> (13011700)	
							<input type="checkbox"/> ECON 2301 (03310300)	<input type="checkbox"/> ECON 2302 (03380001)	
							<input type="checkbox"/> ACCT 2301 (13016800)	<input type="checkbox"/> ACCT 2302 (13016700)	
* = TSI Passing Score Required () = PEIMS Code			NOTE: Students must complete additional courses to earn the Associate of Applied Science in Business Administration.				Total Credit Hours: Business 1 Cert = 24 credit hours		
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.									

Business Administration: Business

BBUS.T001.UG

Level 1 Certificate

https://catalog.tccd.edu/preview_program.php?catoid=14&poid=3690

Arlington Independent School District Board of Trustees Communication


Meeting Date:	June 26, 2025	Consent Item
Subject:	Extension of Legal Services Agreement	

Purpose: Extending Legal Services Agreement.

Background: The Board of Trustees' current legal services agreement with Eichelbaum Wardell Hansen Powell & Munoz, P.C., ends June 30, 2025. This one-year extension would maintain the same terms and costs through June 30, 2026.

Fiscal Implications: The firm is seeking no increase in fees, maintaining the 2023-2024 and 2024-2025 budgeted amounts for in-house and the same rates for outside services the district has been paying since 2023.

Recommendation: As Legal Services may be terminated at anytime by the Board of Trustees, it is recommended the district approve the extension to lock in the same rates as the 2023-2024 fiscal year.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Dennis J. Eichelbaum Date: June 23, 2025
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It is agreed that the Retainer Agreement Between Arlington Independent School District and Eichelbaum Wardell Hansen Powell and Muñoz, P.C., currently pending, dated July 16, 2023-June 30, 2025, and its terms, are hereby extended for one year through June 30, 2026.

Executed this 26th day of June, 2025.

EICHELBAUM WARDELL
HANSEN POWELL & MUNOZ, P.C.

By: _____
Dennis J. Eichelbaum

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: _____
Justin Chapa
Board President

**Retainer Agreement Between
Arlington Independent School District
And
Eichelbaum Wardell Hansen Powell & Muñoz, P.C.**

It is agreed that Arlington Independent School District (hereinafter called "AISD" or the "District") and Eichelbaum, Wardell, Hansen, Powell & Muñoz, P.C. (hereinafter called "FIRM"), or its successor firm or assignee, do hereby agree to have FIRM represent AISD as its attorneys for a period beginning July 16, 2023 through June 30, 2025, on the following terms and conditions:

BASIC SERVICES AGREEMENT

AISD appoints FIRM as its agent to take appropriate action, incur expenses, and to employ others to perform necessary services in connection with the general counsel legal services to be performed by FIRM, as identified in the Request for Proposal for General Counsel Legal Services, Bid No. 15-11 ("Request for Proposal"), and which include the following:

REPRESENTATION

1. Represent AISD in litigation cases before municipal, county, state and federal courts, subject to limitations and/or exclusions contained herein.
2. Represent AISD in proceedings before special education hearing officers.
3. Represent AISD in employee or student-related proceedings before the Texas Education Agency (TEA), University Interscholastic League (UIL), the Equal Employment Opportunity Commission (EEOC), the Texas Commission on Human Rights, the Office of Civil Rights (OCR), and/or other civil rights enforcement agencies.

OTHER SERVICES

1. Act as legal advisors either directly, by telephone, in writing or video conferencing, to the Board, Board committees, the Superintendent, his/her committees, administrators, and principals.
2. Be on call to attend AISD Board meetings, with adequate notice and by request of the Superintendent or Board President.
3. Review and/or assist in the writing of policies, employee or student handbooks and codes of conduct.
4. Conduct workshops or trainings for the Board, administrators, or employees on school-related issues. On request, conduct workshops for parents or students.
5. Assist in reviewing documents, negotiating, and providing other legal assistance in the areas of construction, real estate, and other contractual matters.

6. Represent AISD in litigation, including arbitration/mediation matters, as referenced above. All such matters shall be billed under separate agreement letters.

GENERAL COUNSEL

1. FIRM agrees to house using up to four offices, unless mutually agreed upon: an attorney, approved by AISD, and its necessary staff, at the AISD administrative offices on a full-time basis for as long as this Agreement is in effect at no cost to FIRM. It is understood that this on-site attorney will be designated to be the primary responder to all AISD matters as well as attend regular and called Board meetings. It is also agreed that additional attorneys, subject to AISD's approval, may be assigned to the District as appropriate for particular matters.

2. Initial selection and assignment of the attorney will be done by the FIRM, provided however, such selection and assignment is subject to the approval of AISD.

3. Continued assignment at AISD of the attorney serving as the primary responder will be subject to maintaining a satisfactory working relationship with AISD administration. The assignment of the attorney shall be subject to continued approval by AISD, and at any time during the term of this Agreement, AISD maintains the right to revoke this approval, at which time the FIRM will provide another attorney in order to faithfully perform the services of general counsel as outlined herein. Upon written notice of AISD's revocation of approval for a particular attorney, the FIRM shall immediately make arrangements to fulfill its duties outlined in this Agreement, and shall, within forty-five (45) days, provide a replacement attorney satisfactory to AISD. Should the FIRM fail to provide a replacement attorney satisfactory to AISD pursuant to this paragraph, AISD reserves the right to terminate this Agreement pursuant to the terms outlined in this Agreement. At all times the position of primary responder is vacant, Firm agrees to provide another firm attorney at the reduced rate for the primary responder attorney as noted in Exhibit A.

4. FIRM will perform all of the above duties and undertake all legal representation for no attorneys' fees other than as specified below; with the exception that FIRM will not be required to handle the following matters or any other matter precluded by Rule 1.01 of the Texas Disciplinary Rules of Professional Conduct: tax matters, school desegregation matters, asbestos, preparation of corporate documents, corporate business matters (profit or non-profit), issuance of bonds or related bond matters, bankruptcy matters, and criminal law matters. If accepted by FIRM, these excepted matters will be handled at an hourly rate determined on a case-by-case basis and will be addressed under separate agreement.

FUNDING AND COSTS

1. In consideration of the general counsel legal services specified herein and in the Request for Proposal, AISD agrees to pay FIRM the current agreed upon billing rates as set forth in Exhibit A, and the costs for out of pocket expenses that apply to those matters.

2. Billable hours include ALL research and preparation, training, consultation, representation, litigation, and travel time on behalf of the District. The primary responder attorney will not charge for travel time or costs within AISD.

3. In addition to the above, AISD agrees to pay directly to FIRM all customary and usual out-of-pocket costs and expenses incurred by any attorney retained by the firm, and previously approved by the District to represent the District, including but not limited to court costs, filing fees, photocopying, long distance telephone, facsimile charges, electronic research, travel expenses, and postage. A copy of the Legal Services Retainer Agreement

firm's charges for these expenses is attached to this Agreement and incorporated herein as Exhibit A. These expenses will be billed separately by FIRM.

4. FIRM maintains the ability to advise and request AISD to hire outside counsel to present cases before hearing panels or the Board, or in court, or before the TEA or any other agency or for any other purpose, due to potential or actual conflicts of interest in representing AISD. In the event AISD agrees to hire other outside legal counsel at the request of FIRM, AISD agrees to pay such outside counsel's attorneys' fees and cost.

5. Should FIRM be awarded and collect attorney's fees in any AISD matter, AISD shall receive any fees awarded by the court in the judgment.

CLIENT BILLING

1. AISD will be sent statements as per the firm's scheduled billing cycle. Subject to the provisions contained in Paragraph 4, below, all statements received by AISD for non-onsite work are due and payable within thirty (30) days from the date of the statement.

2. AISD's statement for non-onsite work will be based on the amount of attorney, paralegal, law clerk, or other authorized time spent on AISD's matter multiplied by the hourly rate for the District's matter that is the subject of representation. Time spent will be reported and billed in .10-hour increments.

3. AISD is encouraged to ask any questions about billing at any time, and any questions about statements for services and expenses upon receipt, any estimates of fees or expenses are subject to development of the matter or litigation, which can change with issues that arise or are presented. FIRM does not guarantee the result of any transactional or litigation made the subject of representation.

4. In the event AISD disagrees with or raises a concern regarding fees and/or expenses contained in the FIRM billings, AISD will notify FIRM, of its concern or disagreement within fifteen (15) business days of AISD receiving such billings. The thirty (30) day time frame for payment of billings referenced above will not apply to billings disputed by AISD and that are timely noticed to the FIRM.

MISCELLANEOUS PROVISIONS

1. FIRM shall perform the services under this Agreement only at the request of the Superintendent or designee(s), or the Board President or designee(s).

2. AISD will establish such policies as are necessary to interface the services rendered hereunder with its staff and personnel and will make its staff and other necessary persons available at reasonable times, and from time to time, in order for FIRM to perform its services.

3. Texas law shall govern this Agreement. In the event any part or provision of this Agreement shall be held to be illegal, such illegal provision shall be deleted, shall not affect any other part of this Agreement, and this Agreement shall be construed as if such illegal provision had never been contained herein.

4. This Agreement shall be construed and enforced in acceptance with the laws of the State of Texas and venue of any action regarding the Agreement shall be in Tarrant County, Texas.

5. AISD and FIRM mutually acknowledge that the Agreement incorporates by reference the terms of the Request for Proposal. The parties further acknowledge the terms contained in this Agreement and Request for Proposal constitute the entire agreement between the parties and supersede any and all written or oral understandings, statements, professes, or inducements contrary to or inconsistent with the terms of the Agreement. To the extent there is a conflict between the Agreement and the Request for Proposal, the Request for Proposal controls.

6. This Agreement may be amended by means of a writing signed by authorized representatives of AISD and FIRM.

TERMINATION

1. At anytime during the term of this Agreement or any extension hereof, either party shall have the right to terminate the Agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate the Agreement.

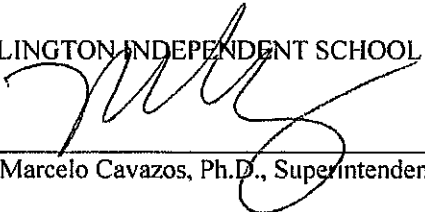
2. Within 30 days of termination of the Agreement and engagement of services, Firm will provide to AISD all files related to matters handled by the Firm, including all pleadings and correspondence, with the exception of firm papers related to those matters. However, all pending or active files at the time of termination will be transferred to the District or new counsel, as identified by the District, within 7 days of the date of termination. Firm papers include firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, including investigative reports, prepared by or for the internal use of lawyers. However, Firm agrees to provide to the District, at its request, those attorney notes and memoranda Firm and its attorneys are ethically obligated to provide a client.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.

By: 
Dennis J. Eichelbaum

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By: 
Marcelo Cavazos, Ph.D., Superintendent

NOTICE TO CLIENT

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct the State Bar's office of general Counsel will provide you with information about how to file a complaint. You may call 1-800-932-1900 toll-free for more information.

EXHIBIT A**EICHELBAUM WARDELL
HANSEN POWELL & MUÑOZ, P.C.****RATES AND EXPENSES
AS OF JULY 1, 2023
RATES**

The District will be charged the following reduced hourly rates:

For all on-site/primary responder attorney work, all board meetings, and the work of two FIRM paraprofessionals, subject to budget approval, AISD shall pay a fee of fifty-three thousand dollars (\$53,000) per month, payable by AISD to FIRM the first day of each month. Invoices will be provided for on-site services at a rate of \$240 per hour.

For all additional legal work:

\$250 for shareholders and of counsel;
\$230 for senior associates;
\$210 for associates;
\$170 for attorneys pending licensure; and
\$110 for law clerks and/or paralegals.

EXPENSES

In addition to fees for legal services, statements will include other charges for expenses and services directly incurred by FIRM in relation to providing legal services.

OUT OF POCKET COSTS

Copying	\$.15 per page for black & white copies \$.50 per page for color copies
Delivery charges, Long Distance Charges, Long Distance Cellular, Postage, Electronic Research and Travel (District will not be charged for travel within District related to primary responder attorney)	Actual cost
Mileage (District will not be charged for mileage associated with travel within District for primary responder attorney).	IRS standard rate