



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FORT WORTH ISD
BOARD OF EDUCATION

Regular Meeting

August 22, 2023

Igniting in Every Child a Passion for Learning.

Preparing **ALL** students for success in college, career and community leadership.

Regular Meeting

Notice is hereby given that on Tuesday, August 22, 2023, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District [Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas](#). This meeting will be televised by EdTV, the District's TV station, on Fort Worth ISD's Live YouTube channel, on Spectrum/Charter Cable Channel 192 and AT&T U-Verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, August 21, 2023.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
 - 3.A. Financial Services Government Finance Officers Association and Association of School Business Officials International Certification of Achievement
 - 3.B. Fort Worth ISD Students Advance at the State Health Occupations Students of America to Nationals
 - 3.C. Fort Worth ISD Students Advanced to the Future Business Leaders of America National Leadership (FBLA) Conference
 - 3.D. Southwest High School - National Championship in Video News Production

3.E. Polytechnic High School - National Championship in Ethical Dilemma - Texas Association of Future Teachers

3.F. Polytechnic High School - National Championship in Exploring Non-Core Teaching Texas Association of Future Teachers

3.G. Partnership Appreciation for Businesses and Organizations that Served as Host Sites for Our Summer Vital Link Middle School Career Exploration Program

4. REPORTS/PRESENTATIONS (OTHER)

4.A. Strategic Planning Process

Presenter: *Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*

4.B. House Bill 3 Safety and Security Update

Presenter: *Karen Molinar, Deputy Superintendent*

4.C. Elementary and Secondary School Emergency Relief (ESSER) III and Safe Return to In-Person Instruction and Continuity of Service Review

Presenters: *Carmen Arrieta-Candelaria, Chief Financial Officer and Mirgitt Crespo, Senior Officer of Grants and Development*

5. SUPERINTENDENT REPORT (OTHER)

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6. CALL PUBLIC HEARING TO ORDER (S and T)

6.A. Public Hearing to Discuss the Proposed 2023 - 2024 Tax Rates

6.B. Public Comment to Discuss the Proposed 2023 - 2024 Tax Rates

7. CLOSE PUBLIC HEARING

8. PUBLIC COMMENT (S and T)

9. EXECUTIVE SESSION (S and T)

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

9.A. Seek the Advice of Attorneys (Texas Government Code §551.071)

9.B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

9.B.1. Executive Director of Special Projects and Strategic Communications

- 9.C. Security Implementation (Texas Government Code §551.076)
- 9.D. Real Property (Texas Government Code §551.072)

10. CONSENT AGENDA ITEMS (S and P)

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

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10.C.1. <i>Business and Finance - Carmen Arrieta-Candelaria, Chief Financial Officer</i>	
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10.C.1.b. Approve Resolution of the Annual Review of Investment Policies and Strategies	32
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10.C.1.d. Approve Annual Maintenance Renewal for Kronos Software	42
10.C.1.e. Approve Annual Cooperative Fees Report	46
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11. ACTION ITEMS (*S and P*)

11.A. Item/Items Removed from Consent Agenda

11.B. Personnel

11.B.1. Executive Director of Special Projects and Strategic Communications

11.C. Administrative Services, Karen Molinar, Deputy Superintendent

11.C.1. *Legal and District Records Management, Lynda Jackson, Senior Counsel*

11.C.1.a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

11.C.1.b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

11.C.1.c. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

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11.F.1. <i>Capital Improvement Program - Kellie Spencer</i>	
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11.G.1. Presentation by Complainant and/or Representative(s)	
11.G.2. Presentation by District Representative	
11.G.3. Questions from Board Members	

11.G.4. Board Deliberation

11.G.5. Render Decision, if any, on the Complaint Hearing (In Open Session)

12. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (*OTHER*)

13. ADJOURN (*OTHER*)

REPORT ONLY AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

We have added this report in order to add a level of transparency, as well as to share additional information in a Lone Star Governance friendly format. I have several updates this month to share with our Board and community.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student & Customer-Centered

District/Community Events

Since our last board meeting, I spoke at our New Teacher Professional Development. I welcomed the new teachers to our District. We also held our first District Leadership Meeting. In order to empower our staff with the information they need to serve our students, staff and community, we will be meeting once a month with all principals, directors, executive directors, assistant principals and cabinet.

I also had the honor of attending the Region 11 – Teacher of the Year Banquet. I was also asked to be the keynote at the TCU Partner Lunch with district leaders, counselors, and other organization leaders across Tarrant County. We also came together earlier this month for the 18th Annual Tarrant County Back to School Roundup at TCC.

I also welcomed back all our amazing transportation staff at their professional development. Alongside some of our trustees, I also attended the summer graduation event as well as the “Unity in the Community – State of Education” forum.

Start of School

We had a great start to school this year. I am so excited to see the students back in class. I was able to visit approximately twenty-seven campuses so far, which I enjoy very much. My heartfelt gratitude to everyone who dedicated their efforts to ensure a warm welcome for our students this past week.

INFORMATION SOURCE:

Dr. Angélica M. Ramsey, Superintendent

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on July 25, 2023.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 25, 2023 that the Board of Education of the Fort Worth Independent School District held a Regular Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Professional Development Center, 3150 McCart Avenue, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on July 19, 2023, at 11:00 a.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING JULY 25, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 19, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on July 19, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1,
First Vice President Anne Darr, District 6
Second Vice President Roxanne Martinez, District 9 (Arrived at 5:46 p.m.)
School Board Secretary Anael Luebanos, District 8 (Arrived at 5:35 p.m.)
Trustee Tobi Jackson, District 2
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

The following administrators were present:

Dr. Angelica Ramsey, Superintendent
Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Melissa Kelly, Associate Superintendent, Service Network #1
Charles Garcia, Associate Superintendent, Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Service Network #4
Carmen Arrieta-Candelaria, Chief Financial Officer
Dr. Raúl Peña, Chief Talent Officer
Dr. David Saenz, Chief of Strategic Initiative and Partnerships
Marlon Shears, Chief Information Officer
Lynda Jackson - Senior Counsel

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (OTHER)

President Dr. Camille Rodriguez called the meeting to order at 5:30 p.m.

2. PLEDGES (OTHER)

The Director of Creative Communications, John Cope, led the pledges.

3. REPORT/PRESENTATION (OTHER)

- 3.A. Report on the 2023 - 2024 Proposed Tax Rate and Proposed Cash Defeasance Carmen Arrieta-Candelaria, Chief Financial Officer

Chief Financial Officer, Carmen Arrieta-Candelaria, presented the *2023 - 2024 Proposed Tax Rate and Proposed Cash Defeasance*.

4. SUPERINTENDENT UPDATE (OTHER)

No questions nor comments were made by the Board.

5. PUBLIC COMMENT (S and T)

Speakers:

Janet Swords
Carlos Turcios
Shelly Fuller
Kris Kittle
Aaron James
Bryan Rios
Melinda Akowski
Karen Wiseman
Kathy Fuller

Bob Willoughby
Italia De la Cruz
Ronda Norsworthy
Mark Fulmer
Linda Fulmer
Tiffani Keetch
Trenace Dorsey-Hollins
Donna Collins
Miriam Lambert
Richard Fox
Hollie Plemons
Katherine Haygood

6. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

6.A. Seek the Advice of Attorneys (Texas Government Code §551.071)

6.B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

6.B.1. Senior Officer of Enterprise Applications and Service Experience

6.B.2. Executive Director of Athletics

6.B.3. Superintendent's Evaluation/Contract

6.C. Security Implementation (Texas Government Code §551.076)

6.D. Real Property (Texas Government Code §551.072)

7. CONSENT AGENDA ITEMS (S and P) (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

7.A. Board of Education Meeting Minutes

7.A.1. June 13, 2023 - Special Minutes

7.A.2. June 21, 2023 - Special Minutes

7.A.3. June 25, 2023 - Regular Minutes

7.B. Governance and Strategic Communications, Toni Cordova

7.B.1. Approve Second Reading - Revisions to Board Policies BBE(LOCAL), CB(LOCAL), COA(LOCAL), COB(LOCAL), and EHBL(LOCAL)

7.C. Administrative Services, Karen Molinar, Deputy Superintendent

7.C.1. Talent Management - Dr. Raúl Peña, Chief Talent Officer

7.C.1. a. Approve and Award Contract Renewal to an Absence Verification System

7.C.1. b. Approve Annual Renewal Payment for the Applicant Tracking and Screening Assessments System Software

7.C.2. Accountability and Data Quality, Sara Arispe, Associate Superintendent

7.C.2. a. Approve Renewal of Eduphoria Premium Suite and Related Services

7.C.2. b. Approve Datamax of Texas Printer/Copier Services for the 2023 - 2024 School Year

7.D. Learning and Leading

7.D.1. Service Network #1, Melissa Kelly, Associate Superintendent

7.D.1. a. Approve Memorandum of Understanding Between Fort Worth Independent School District and Lisa's Little Angels

7.D.2. Service Network #2, Charles Garcia, Associate Superintendent

7.D.2. a. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources for the 2023 - 2024 School Year

7.D.2. b. Approve Amendment to the Mobile Clinical Emergency Medical Services Affiliation Agreement

7.D.2. c. Approve Continuation of Existing Lease Agreement with Tarrant County College District for the Texas Academy of Biomedical Sciences at Trinity River Campus

7.D.2. d. Approve Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2023 - 2024 School Year

7.D.2. e. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College for the Early College High School Programs

7.D.2. f. Approve Memorandum of Understanding with Independent Electrical Contractors, Inc. Fort Worth/Tarrant County Chapter

7.D.2. g. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College for the Pathways in Technology Early College High School Academies

7.D.2. h. Approve Memorandum of Understanding Between Fort Worth Independent School District and TEXO Construction Association 15

7.D.3. Service Network #4, Dr. Tamekia Brown, Associate Superintendent

7.D.3. a. Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training

7.D.3. b. Approve Transition Program Participation Fees

7.D.3. c. Approve Renewal of College and Career Exploration System

7.D.3. d. Approve Contract with a Tarrant County Program for the Development of Girls for the School Year 2023 - 2024

7.D.3. e. Approve Contract to Provide Community - Based Supported Employment Training for Students with Moderate to Severe Disabilities

7.E. Operations, Kellie Spencer, Deputy Superintendent

7.E.1. Technology, Marlon Shears, Chief Information Officer

7.E.1. a. Approve Purchase of Network Electronics Equipment for South Hills High School

7.E.1. b. Approve Purchase of Fire Alarm and Elevator Monitoring

7.E.1. c. Approve Purchase of Preparation Services for Student Device Distribution

7.E.1. d. Approve Purchase of Equipment and Implementation Services for Internet-Connected School Buses

7.E.1. e. Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2023 - 2024 School Year

7.E.1. f. Approve Renewal of the District - Wide Compliance Training Management System

7.E.1. g. Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2023 - 2024 School Year 16

- 7.E.1. h. Approve Renewal of Identity Management and Single Sign on Portal
- 7.E.1. i. Approve Renewal of Technology Training, Research, and Strategy Content Services
- 7.E.1. j. Approve Renewal of Provider for Plain Old Telephone Services (POTS) and Plexar Lines for the 2023 - 2024 School Year
- 7.E.1. k. Approve Renewal of Asset Management System and Services
- 7.E.2. Operations, Carl Alfred, Senior Officer
 - 7.E.2. a. Approve Purchase of Moving Services to Support Warehouse Services
 - 7.E.2. b. Approve Purchase of Minor Painting Projects and Power Washing Service
 - 7.E.2. c. Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services
 - 7.E.2. d. Approve Purchase of Equipment and Plumbing Services
 - 7.E.2. e. Approve Purchase of Tools and Equipment for District - Wide Operations
- 7.E.3. Facility Planning and Rentals, Mike Naughton, Executive Director
 - 7.E.3. a. Approve Month to Month Parking Lease Agreement with 210 East 7th Street for Young Women's Leadership Academy
- 7.E.4. Athletics, Kellie Spencer, Deputy Superintendent
 - 7.E.4. a. Approve Subscription Services Contract Renewal for Athletic Officials, Athletic Event Workers, and Security Officers Payment
 - 7.E.4. b. Approve Digital Tickets Sales Agreement for Middle School and High School Athletic Events
- 7.E.5. Capital Improvement

Program,
Kellie
Spencer,
Deputy
Superintendent

7.E.5. a. Approve
Authorization
to Enter into
Contracts for
Zoning,
Planning, and
Permitting
Services for
the 2021
Capital
Improvement
Program

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve Consent Agenda.

Before action was taken, Anne Darr mentioned she will abstaining from voting on Consent Agenda Item 7.C.2.a. *Approve Datamax of Texas Printer/Copier Services for the 2023 - 2024 School Year* due to employment.

The motion was unanimously approved.

Anne Darr abstained from voting on Consent Agenda Item 7.C.2.a. *Approve Datamax of Texas Printer/Copier Services for the 2023 - 2024 School Year* due to employment.

8. ACTION AGENDA ITEMS (S and P)

8.A. Item/Items Removed from Consent Agenda

No action was taken.

8.B. Personnel

8.B.1. Executive Director of Athletics

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Executive Director of Athletics.

The motion was unanimously approved.

8.B.2. Senior Officer of Enterprise Applications and Service Experience

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Senior Officer of Enterprise Applications and Service Experience.

The motion was unanimously approved.

8.C. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

8.D. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code 18

No action was taken.

- 8.E. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

- 8.F. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

- 8.G. Approve Purchase of Literacy Digital Library and Professional Development

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve Purchase of Literacy Digital Library and Professional Development.

The motion was unanimously approved.

- 8.H. Approve Purchase of Technology Devices for Remaining Elementary Schools

Motion was made by Tobi Jackson, seconded by Roxanne Martinez, to approve Purchase of Technology Devices for Remaining Elementary Schools.

The motion was approved.

Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Kevin Lynch, Anne Darr, Anael Luebanos, and Roxanne Martinez.

No: Michael Ryan.

- 8.I. Approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science, and (MAP) Reading Fluency Progress Monitoring for the 2023 - 2024 School Year

Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science, and (MAP) Reading Fluency Progress Monitoring for the 2023 - 2024 School Year.

The motion was unanimously approved.

- 8.J. Approve OnRamps Contract Agreement for the 2023 - 2024 School Year

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Approve OnRamps Contract Agreement for the 2023 - 2024 School Year.

The motion was unanimously approved.

- 8.K. Approve Authorization to Enter into Contracts for Storm Shelter Peer Review Services for the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve Authorization to Enter into Contracts for Storm Shelter Peer Review Services for the 2021 Capital Improvement Program.

The motion was unanimously approved.

- 8.L. Approve Order Authorizing the Defeasance of Certain Currently Outstanding Obligations of the District; Authorizing the Execution of a Special Escrow Agreement; and Resolving Other

Matters Incident and Related to the Defeasance of Such Obligations

Motion was made by Tobi Jackson, seconded by Roxanne Martinez, to approve Order Authorizing the Defeasance of Certain Currently Outstanding Obligations of the District; Authorizing the Execution of a Special Escrow Agreement; and Resolving Other Matters Incident and Related to the Defeasance of Such Obligations.

The motion was unanimously approved.

8.M. Consider and Take Possible Action on Superintendent's Evaluation/Contract

Motion was made by Roxanne Martinez, seconded by Anne Darr, Approve the Evaluation of the Superintendent and to Extend the Term of the Superintendent's Contract to a Term of Three (3) Years Beginning Today..

Yes: Dr. Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Anne Darr, Dr. Michael Ryan, Anael Luebanos and Roxanne Martinez.

Abstain: Kevin Lynch.

8.N. Consider the Level III Grievance of Patricia Benitez (Convene in Closed Session, if Necessary)

8.N.1. Presentation by Complainant and/or Representative

8.N.2. Presentation by District Representative

8.N.3. Questions from Board Members

8.N.4. Board Deliberation

8.N.5. Render Decision, if any, on the Complaint Hearing (In Open Session)

The grievance was not held.

9. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)

Trustees made comments.

10. ADJOURN (OTHER)

The meeting was adjourned 12:02 a.m.

/s/ Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on August 8, 2023.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on August 8, 2023 that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 5:30 p.m. at the Fort Worth Independent District Professional Development Center (PDC), 3150 McCart Avenue, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on August 4, 2023, at 9:00 a.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 8, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 4, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 4, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

- School Board President Dr. Camille Rodriguez, District 1
- First Vice President Anne Darr, District 6
- Second Vice President Roxanne Martinez, District 9
- School Board Secretary Anael Luebanos, District 8
- Trustee Tobi Jackson, District 2
- Trustee Quinton Phillips, District 3
- Trustee Wallace Bridges, District 4
- Trustee Kevin Lynch, District 5
- Trustee Dr. Michael Ryan, District 7

The following Cabinet Members were present:

- Dr. Angélica Ramsey, Superintendent
- Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1
- Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
- Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3
- Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER - BOARD ROOM (OTHER)

President Rodriguez called the workshop at 5:30 p.m.

2. PUBLIC COMMENT (S and T)

Speakers:

Mike Cee

3. REPORTS/PRESENTATIONS (V and G)

3.A. Learning and Leading Support Structure and Division Priorities

Presenters: Associate Superintendents Melissa Kelly, Charles Garcia, Dr. Gracie Guerrero, and Dr. Tamekia Brown

Associate Superintendents Melissa Kelly, Charles Garcia, Dr. Gracie Guerrero, and Dr. Tamekia Brown presented the *Learning and Leading Support Structure and Division Priorities* presentation.

- 3.B. Elementary and Secondary School Emergency Relief (ESSER) III and Safe Return to In-Person Instruction and Continuity of Service Review
Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer and Mirgitt Crespo, Senior Officer of Grants and Development

Presentation was not presented.

4. ADJOURN (OTHER)

The workshop was adjourned at 7:29 p.m.

/s/ Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE FIRST READING - REVISIONS TO BOARD POLICY**
CPC (LOCAL)

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policy recommendations:

- CPC(LOCAL): The designation of the General Counsel as the Records Management Officer for the State has to be done as an official action of the Board and should be reflected in policy also.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading - Revisions to Board Policy CPC(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policy CPC(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading - Revisions to Board Policy CPC(LOCAL)

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Schools, Departments and Stakeholders

RATIONALE:

Approval of the policy will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
August 22, 2023 BOARD MEETING: 1st Reading**

- **CPC(LOCAL):** The designation of the General Counsel as the Records Management Officer for the State has to be done as an official action of the Board and should be reflected in policy also.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~General Counsel~~ ~~director of fiscal compliance and District records management~~ shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE SHARED SERVICES AGREEMENT WITH EDUCATION SERVICE CENTER REGION 11 TO PROVIDE EQUITABLE SERVICES TO PRIVATE NONPROFIT SCHOOLS THAT SERVE ECONOMICALLY DISADVANTAGED CHILDREN WHO RESIDE IN THE FORT WORTH ISD ATTENDANCE AREA**

BACKGROUND:

This is a renewed Shared Service Agreement (SSA). As a local education agency (LEA), Fort Worth ISD is required by law to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area, under [Every Student Succeeds Act, section 1117 (20 U.S. Code 6320)].

The pass-through agency will provide equitable services such as instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools through an interlocal agreement between Fort Worth ISD.

The service provider will provide Fort Worth ISD with the data required to complete compliance reports. The funds to provide the services are included in these grants and will not impact local funds. Administration costs for 2023 - 2024 should not exceed \$75,000. Board approval is required by law.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Shared Services Agreement with Education Service Center Region 11 to Provide Equitable Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area
2. Decline to Approve Shared Services Agreement with Education Service Center Region 11 to Provide Equitable Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Shared Services Agreement with Education Service Center Region 11 to Provide Equitable Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area

FUNDING SOURCE: **Additional Details**

Special Revenue	211-21-6239-04Y-999-24-510-000000-24F10
	255-21-6239-04Y-999-24-528-000000-24F28
	263-21-6239-04Y-999-25-590-000000-24F90

COST:

2023-2024 Required Set-Aside Not-to-Exceed:

Title I, Part A.....	\$353,703
Title II, Part A.....	\$168,432
Title III, Part A.....	\$4,600

2023-2024 Region 11 Administration of Programs:

Title I, Part A.....	\$52,500
Title II, Part A.....	\$15,750
Title III, Part A.....	\$4,725

VENDOR:

Education Service Center Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area.

RATIONALE:

Education Service Center (ESC) Region 11 will provide services to participating private nonprofit schools through a Shared Services Agreement. Approval of this request will:

1. Increase efficiency in the provision of services and resources to participating private nonprofit schools, as required by law.
2. Minimize the administrative cost of the program so that district resources can be allocated to other priorities.
3. Facilitate compliance with Texas Education Agency requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE RESOLUTION OF THE ANNUAL REVIEW OF INVESTMENT POLICIES AND STRATEGIES**

BACKGROUND:

As required by Texas Government Code §2256.005 and Board Policy CDA(LEGAL), the District’s investment policies and strategies must be reviewed annually. Any changes made to either the investment policy or investment strategies must be documented in writing. This year, staff recommends adding a single participant investment pool through Public Trust Advisors. By expanding the District’s investment pool choices, the District will diversify its portfolio as well as potentially lower the cost and increase the investment income in its portfolio. This addition, as well as the policies and strategies recommended, were developed with the assistance of TASB Policy Services, meet all of the District’s investment needs, and are in compliance with the Public Funds Investment Act, as contained in Chapter 2256 of the Texas Government Code.

For disclosure and transparency purposes, Ms. Carmen Arrieta-Candelaria, Chief Financial Officer (CFO), was appointed to the Texas CLASS Investment Pool (TCIF) Board of Trustees in April 2022. TCIF is overseen by the Board of Trustees which is comprised of active members of the pool and elected by the participants. Any municipality, county, school district, or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate is eligible to participate in the TCIF. Ms. Arrieta-Candelaria has filed the necessary FORM CIS – Conflict of Interest Statement with the Procurement Services Department. Additional information regarding the TCIF can be obtained at <https://www.texasclass.com/>.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Annual Review of Investment Policies and Strategies
2. Decline to Approve Resolution of the Annual Review of Investment Policies and Strategies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Annual Review of Investment Policies and Strategies

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Division of Business and Finance

RATIONALE:

Review of the Investment Policies and Strategies and the adoption of the Resolution complies with Texas Government Code Sec.2256.005 and Board Policy CDA(LEGAL).

INFORMATION SOURCE:

Carmen Arrieta Candelaria, Chief Financial Officer, Business and Finance

RESOLUTION
INVESTMENT POLICIES AND STRATEGIES
BOARD OF EDUCATION
BOARD MEETING: AUGUST 22, 2023
FORT WORTH INDEPENDENT SCHOOL DISTRICT

On this 22nd day of August, 2023, the Board of Education (BOE) for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and;

WHEREAS, the Fort Worth Independent School District (District) is required by law to annually review its investment policies and strategies (CDA LEGAL and LOCAL); and

WHEREAS, the District is required to designate its investment officers, review, revise, and adopt a list of qualified brokers that are engaged in investment transactions with the District, and approve the institutions and/or organizations to provide investment training to the District's investment officers; and

WHEREAS, the District last reviewed its investment policies and strategies as contained in CDA (Legal and Local) on July 26, 2022; and

WHEREAS, the District desires to affirm its policies and strategies as contained in CDA (Legal) issued November 22, 2019, and CDA (Local) adopted on February 28, 2023; and

WHEREAS, the District desires to designate the Chief Financial Officer, Comptroller, and Treasurer, as its investment officers; and

WHEREAS, the District desires to adopt the list of qualified brokers to engage in investment transactions with the District as outlined in this Resolution, and to approve the institutions and/or organizations to provide investment training to the District's investment officers as outlined in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the District's investment policies and strategies have been reviewed and are hereby adopted as fully outlined in School Board Policy CDA (Legal) issued on November 22, 2019 and CDA (Local) as adopted on February 28, 2023; and that the Chief Financial Officer, Comptroller and Treasurer shall serve as its investment officers.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the below list of qualified investment brokers are approved to engage in investment transactions for the district. All investment brokers recommended are licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

- Investment Pools: TexPool, TexPool Prime, TexStar, LOGIC Participants Services, Texas Class Investment Pool, PFM/Texas Term Investment Pool
- Public Trust Advisors Investment Pool
- Depository Savings Accounts – JP Morgan Chase Bank, NA
- Depository Repurchase Agreements – JP Morgan Chase Bank, NA
- Mutual Funds: JP Morgan Chase Bank, NA, Overnight Funds, \$1 Per Share Money Market Mutual Funds, Nationwide/HighMark Funds
- Broker/Dealers: JP Morgan Chase Securities, Inc., BOSCO, Inc., Hilltop Securities, Inc., formerly First Southwest Company, JP Morgan Asset Management Group, Investors Brokerage of Texas, Ltd., Wells Fargo Securities, LLC, Raymond James
- Certificates of Deposit (CD's): JP Morgan Chase Bank, NA, and any other Federally Insured Financial Institution (includes banks and credit unions) secured by the Federal Deposit Insurance Corporation (FDIC) up to the legal limit of \$250,000 or as secured by pledged collateral over the FDIC insured amount

IT IS FURTHER RESOLVED that the below list of qualified investment training institutions and/or organizations are approved to provide investment training to the District's Investment Officers:

- North Texas Council of Governments
- University of North Texas
- All Texas Regional Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Association of School Administrators (TASA)
- Government Finance Officers Association (GFOA)
- Government Treasurer's Organization of Texas (GTOT)
- Virtual Learning Concepts
- The PFM Asset Management LLC
- TexPool Academy
- Texas Class Academy (PFIA Training)

PASSED AND ADOPTED this 22th day of August, 2023.

FOR: _____

AGAINST: _____

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on August 22, 2023.

Dr. Camille Rodriguez, President
Board of Education

ATTEST:

Anael Luebanos, Secretary
Board of Education

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE ANNUAL KRONOS HOSTING SOFTWARE**

BACKGROUND:

On November 15, 2016, the Board approved the purchase of our current Time and Attendance Software called “KRONOS”. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the Munis timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees.

Kronos hosting enables the District to utilize the Kronos timekeeping software applications in Kronos’ managed cloud environment (the “Kronos Private Cloud”) providing enhanced security to ensure business continuity during potential malware attacks. This service period is from September 28, 2023 through September 27, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Kronos Hosting Software
2. Decline to Approve Annual Kronos Hosting Software
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Kronos Hosting Software

FUNDING SOURCE: **Additional Details**

General Fund 199-41-6399-001-750-99-412-000000

COST:

\$238,792.05

VENDOR:

Kronos Incorporated, A UKG Company

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal/Statistics

Fort Worth ISD RFP Number: 17-023

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Campuses and Administrative Offices

RATIONALE:

Approval of the hosting payments will continue to provide enhanced security to ensure business continuity during potential malware attacks.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Subscription
Customer: FORT WORTH ISD
Solution ID: 6028286
Contract #: 1171077 S31-MAR-23
Date: 04-APR-2023
Prepared by: Jeana Spivak / US PublicSector4 - Hosting

Bill To: FORT WORTH ISD
 2800 TILLAR
 FORT WORTH TX 76107
 UNITED STATES

Ship To: FORT WORTH ISD
 1850 I M TERRELL WAY
 FORT WORTH TX 76102
 UNITED STATES

Contact: DAVID MEGGINSON
Email: david.megginson@fwisd.org

CONTRACT SUMMARY

Contract Period: 28-SEP-2023 - 27-SEP-2024

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	238,792.05	0.00	238,792.05
Total	238,792.05	0.00	238,792.05

Annualized Contract Value: 238,139.61

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p>FORT WORTH ISD</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>KRONOS INCORPORATED</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Subscription
Customer: FORT WORTH ISD
Solution ID: 6028286
Contract #: 1171077 S31-MAR-23
Date:
Prepared by: Jeana Spivak / US PublicSector4 - Hosting

Bill To: FORT WORTH ISD
 2800 TILLAR
 FORT WORTH TX 76107
 UNITED STATES

Ship To: FORT WORTH ISD
 1850 I M TERRELL WAY
 FORT WORTH TX 76102
 UNITED STATES

Contact: DAVID MEGGINSON
Email: david.megginson@fwisd.org

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Cloud Hosting Add UKG Enterprise Archive Fee Per Month	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2023	27-SEP-2024	366
2	Cloud Hosting WFC Add Non Prod Per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2023	27-SEP-2024	366
3	Cloud Hosting WFC Base Fee per Month	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2023	27-SEP-2024	366
4	Cloud Hosting WFC Base Fee per Month	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2023	27-SEP-2024	366
5	Cloud Hosting WFC Base Fee per Month	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2023	27-SEP-2024	366
6	Cloud Hosting WFC Base Fee per Month	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
7	Cloud Hosting WFC Base Fee per Month	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2023	27-SEP-2024	366
8	Cloud Hosting WFC Base Fee per Month	WORKFORCE LEAVE V8	15,000	28-SEP-2023	27-SEP-2024	366
9	Cloud Hosting WFC Base Fee per Month	WORKFORCE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
10	Cloud Hosting WFC Base Fee per Month	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
11	Cloud Hosting WFC Base Fee per Month	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
12	Cloud Hosting WFC Base Fee per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2023	27-SEP-2024	366
13	Cloud Hosting WFC Per Employee Fee Per Month	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2023	27-SEP-2024	366



Support Services Quote

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
14	Cloud Hosting WFC Per Employee Fee Per Month	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2023	27-SEP-2024	366
15	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2023	27-SEP-2024	366
16	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
17	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2023	27-SEP-2024	366
18	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE LEAVE V8	15,000	28-SEP-2023	27-SEP-2024	366
19	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
20	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
21	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
22	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	238,792.05	0.00	238,792.05



CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE ANNUAL MAINTENANCE RENEWAL FOR KRONOS SOFTWARE**

BACKGROUND:

On November 15, 2016, the Board approved the purchase of our current Time and Attendance Software called “KRONOS”. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the Munis timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees. The service period is from September 28, 2023 through September 27, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Maintenance Renewal for Kronos Software
2. Decline to Approve Annual Maintenance Renewal for Kronos Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Maintenance Renewal for Kronos

FUNDING SOURCE: *Additional Details*

General Fund 199-41-6299-001-750-99-412-000000

COST:

\$254,766.77

VENDOR:

Kronos Incorporated, A UKG Company

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal/Statistics

Fort Worth ISD RFP Number: 17-023

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Campuses and Administrative Offices

RATIONALE:

Approval of this software maintenance license renewal will ensure that District administrators can continue to properly account for and manage non-exempt employee work time.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Finance Officer, Business and Finance

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: FORT WORTH ISD
Solution ID: 6028286
Contract #: 1171077 R04-APR-23
Date: 15-MAY-2023
Prepared by: Jeana Spivak / US PublicSector4

Bill To: FORT WORTH ISD
 100 N UNIVERSITY DR SUITE 140-H
 FORT WORTH TX 76107-1360
 UNITED STATES

Ship To: FORT WORTH ISD
 100 N UNIVERSITY DR SUITE 140-H
 FORT WORTH TX 76107-1360
 UNITED STATES

Contact: DAVID MEGGINSON
Email: david.megginson@fwisd.org

CONTRACT SUMMARY

Contract Period: 28-SEP-2023 - 27-SEP-2024

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	209,620.76	0.00	209,620.76
Equipment Support Services	35,699.80	0.00	35,699.80
Educational Services	9,446.21	0.00	9,446.21
Total	254,766.77	0.00	254,766.77

Annualized Contract Value: 254,069.98

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p>FORT WORTH ISD</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>KRONOS INCORPORATED</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: FORT WORTH ISD
Solution ID: 6028286
Contract #: 1171077 R04-APR-23
Date:
Prepared by: Jeana Spivak / US PublicSector4

Bill To: FORT WORTH ISD
 100 N UNIVERSITY DR SUITE 140-H
 FORT WORTH TX 76107-1360
 UNITED STATES

Ship To: FORT WORTH ISD
 100 N UNIVERSITY DR SUITE 140-H
 FORT WORTH TX 76107-1360
 UNITED STATES

Contact: ACCOUNTS PAYABLE
Email: accountspayables@fwisd.org

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2023	27-SEP-2024	366
2	Gold	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2023	27-SEP-2024	366
3	Gold	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2023	27-SEP-2024	366
4	Gold	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2023	27-SEP-2024	366
5	Gold	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
6	Gold	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2023	27-SEP-2024	366
7	Gold	WORKFORCE LEAVE V8	15,000	28-SEP-2023	27-SEP-2024	366
8	Gold	WORKFORCE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
9	Gold	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2023	27-SEP-2024	366
10	Gold	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2023	27-SEP-2024	366
11	Gold	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Software Support Services		209,620.76	0.00
			209,620.76

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Equipment Service Pack Only	Data Collection: InTouch	287	28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Equipment Support Services		35,699.80	0.00
			35,699.80

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Educational Services		9,446.21	0.00
			9,446.21

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE ANNUAL COOPERATIVE FEES REPORT**

BACKGROUND:

School districts are required to report the amount spent on purchasing cooperative fees on an annual basis. Per Texas Education Code § 44.0331. Management fees under certain cooperative purchasing contracts. (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item. (c) The commissioner may audit the written report described by Subsection (b).

The following documents contract-related, management, or other fees paid to agencies in which the District has an Interlocal Agreement Contract per Local Government Code 271.

- Central Texas Purchasing Alliance, Annual Membership Fee.....\$150.00
- State of Texas Cooperative Purchasing Program, Annual Membership Fee.....\$100.00
- BuyBoard Purchasing Cooperative, Fees Related to Vehicle/Bus Purchases.....\$2,800.00

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Cooperative Fees Report
2. Decline to Approve Annual Cooperative Fees Report
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Cooperative Fees Report

FUNDING SOURCES:

Additional Details:

General Fund

199-41-6495-001-750-99-422-000000

COST:

\$3,050

VENDORS:

Central Texas Purchasing Alliance
State of Texas Cooperative Purchasing Program
BuyBoard Purchasing Cooperative

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Business and Finance Division

RATIONALE:

An annual report of cooperative fees is required to be in compliance with House Bill 273 and Texas Education Code 44.031. The acquisition of goods and services through cooperative purchases enables the District to increase the efficiency of District procurement operations.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE ANNUAL INVESTMENT REPORT FOR THE PERIOD: JULY 1, 2022 – JUNE 30, 2023**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2022 – June 30, 2023, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2022 – June 30, 2023, totaled \$36,615,005. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Investment Report for the Period: July 1, 2022 – June 30, 2023
2. Decline to Approve Annual Investment Report for the Period: July 1, 2022 – June 30, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Investment Report for the Period: July 1, 2022 – June 30, 2023

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

None

RATIONALE:

Review and approval of the District's Annual Investment Report is required pursuant to Policy CDA (LEGAL)

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

Fort Worth Independent School District

Annual Investment Report

July 1, 2022 – June 30, 2023

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Ms. Maria Chavez
Comptroller

Ms. Tonya D. Wright
Treasurer



Published: August 22, 2023



Fort Worth
INDEPENDENT SCHOOL DISTRICT



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
07/01/2022- 06/30/2023

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase. The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 4.22%
 Interest Earned During the Period: \$36,615,005
 Interest Earned Fiscal Year to Date: \$36,615,005

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	71,179.58	71,179.58	71,179.58	0.01	5.27	1
Campus Activity Fund	4,889,877.31	4,889,877.31	4,889,877.31	0.46	5.27	1
CIP-2013 Bond Fund	1,170,732.89	1,170,732.89	1,170,732.89	0.11	5.27	1
CIP-2017 Bond Fund	90,920,880.69	90,920,880.69	90,920,880.69	8.55	5.26	5
CIP-2021 Bond Fund	420,747,832.72	420,747,832.72	420,747,832.72	39.58	4.86	7
Food Service Fund	26,187,851.21	26,187,851.21	26,187,851.21	2.46	5.27	1
General Operating Fund	433,979,233.86	433,962,260.36	433,974,196.56	40.82	5.16	9
Interest & Sinking Debt Service Fund	71,425,473.61	71,425,473.61	71,425,473.61	6.72	5.18	23
Real Estate Proceeds	12,727,486.74	12,727,486.74	12,727,486.74	1.20	5.26	1
Scholarships	872,997.84	891,223.79	894,231.95	0.08	5.27	1
Student Activity Funds	23,343.73	23,343.73	23,343.73	0.00	5.27	1
Total / Average	1,063,016,890.18	1,063,018,142.63	1,063,033,086.99	100.00	5.05	8

Signatures and Dates

Carmen Arrieta-Candelaria
 Carmen Arrieta-Candelaria (Jul 31, 2023 19:14 CDT)
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer
 Date

Maria Chavez
 Ms. Maria Chavez, Comptroller
 Date

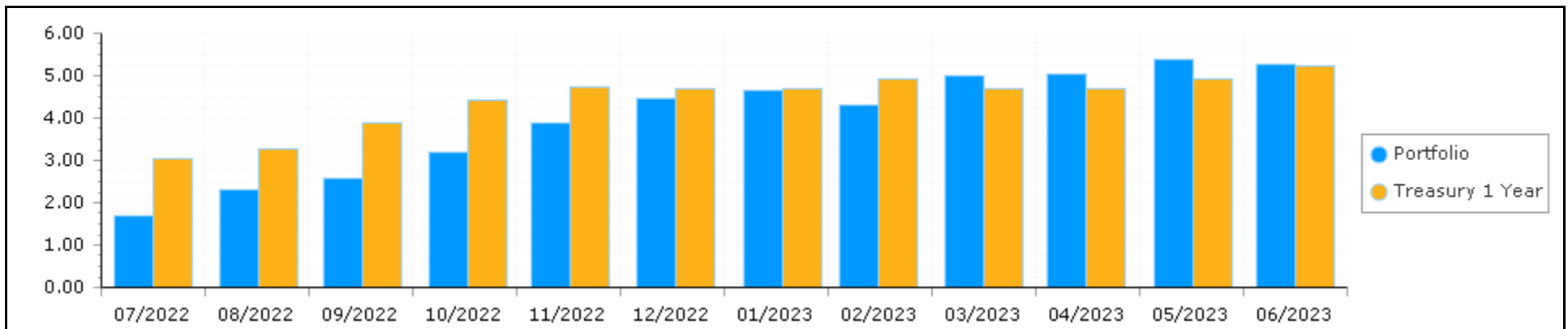
Tonya D. Wright
 Ms. Tonya D. Wright, Treasurer
 Date

Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2022, End Date: 6/30/2023

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
7/31/2022	645,587,717.40	884,645.13	0.00	884,645.13	636,920,031.13	0.14	1.68	3.02
8/31/2022	607,530,762.94	1,102,984.93	0.00	1,102,984.93	581,349,507.27	0.19	2.30	3.28
9/30/2022	558,741,110.09	1,442,874.08	0.00	1,442,874.08	680,200,724.54	0.21	2.58	3.89
10/31/2022	715,761,346.22	1,845,491.98	0.00	1,845,491.98	705,335,336.82	0.26	3.18	4.43
11/30/2022	701,634,049.93	2,217,889.09	0.00	2,217,889.09	694,317,121.89	0.32	3.90	4.73
12/31/2022	706,736,593.34	2,553,068.36	0.00	2,553,068.36	699,435,695.05	0.37	4.47	4.68
1/31/2023	710,151,800.06	3,224,391.07	0.00	3,224,391.07	847,475,675.62	0.38	4.66	4.69
2/28/2023	924,476,191.77	3,507,689.04	0.00	3,507,689.04	994,264,557.69	0.35	4.32	4.93
3/31/2023	1,250,329,549.85	5,076,865.98	0.00	5,076,865.98	1,242,844,491.19	0.41	5.01	4.68
4/30/2023	1,214,521,029.69	4,921,960.83	0.00	4,921,960.83	1,204,339,396.15	0.41	5.02	4.68
5/31/2023	1,184,365,722.12	5,091,053.64	0.00	5,091,053.64	1,164,549,254.97	0.44	5.37	4.91
6/30/2023	1,130,275,298.81	4,746,090.87	0.00	4,746,090.87	1,108,246,137.55	0.43	5.26	5.24
Total/Average	645,587,717.40	36,615,005.00	0.00	36,615,005.00	867,491,484.75	4.22	4.22	4.43

Annualized TRR-BV



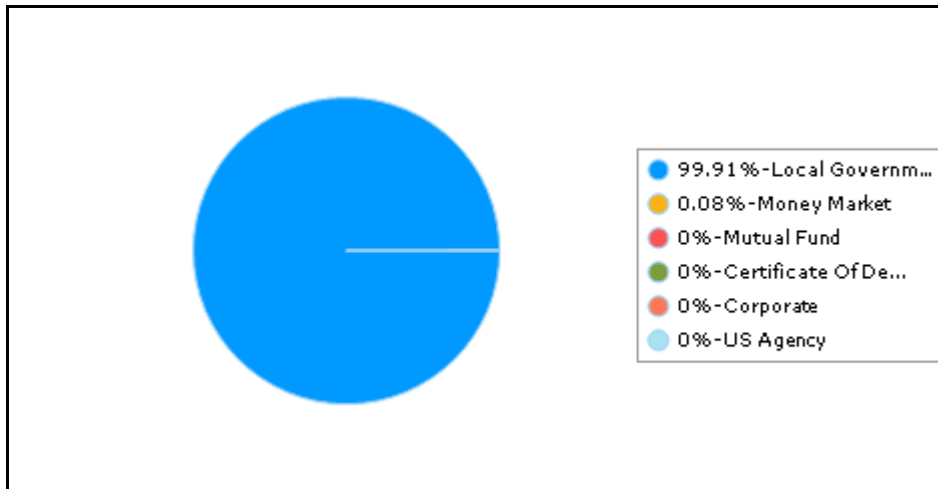
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 6/30/2022, End Date: 6/30/2023

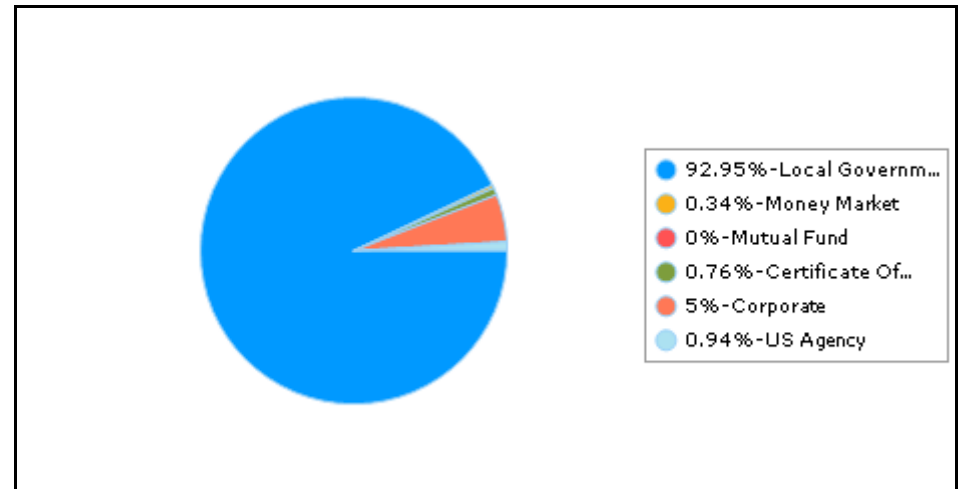
Security Sector Allocation

Security Sector	Book Value 6/30/2022	% of Portfolio 6/30/2022	Book Value 6/30/2023	% of Portfolio 6/30/2023
Local Government Investment Pool	645,034,091.88	99.91	988,118,656.72	92.95
Money Market	530,179.52	0.08	3,614,055.77	0.34
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Certificate Of Deposit	0.00	0.00	8,100,072.68	0.76
Corporate	0.00	0.00	53,181,893.12	5.00
US Agency	0.00	0.00	9,994,962.70	0.94
Total / Average	645,587,717.40	100.00	1,063,033,086.99	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



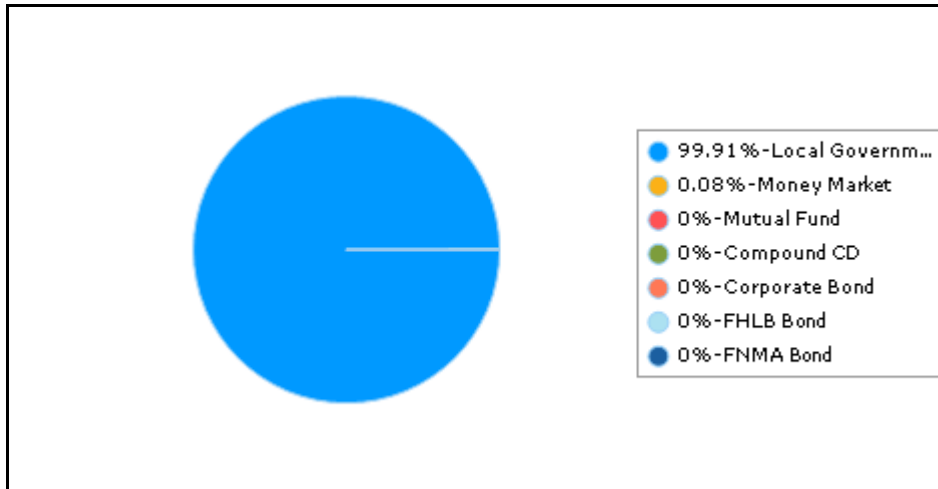
Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2022, End Date: 6/30/2023

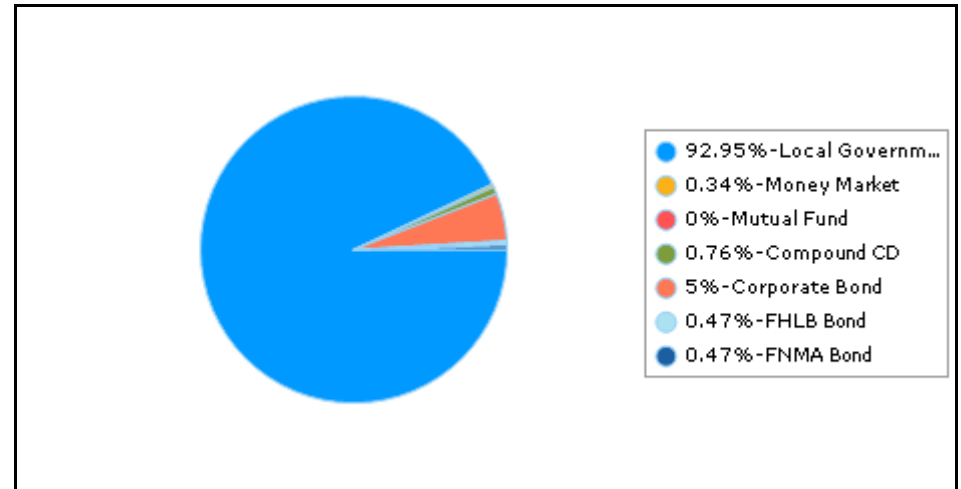
Security Type Allocation

Security Type	Book Value 6/30/2022	% of Portfolio 6/30/2022	Book Value 6/30/2023	% of Portfolio 6/30/2023
Local Government Investment Pool	645,034,091.88	99.91	988,118,656.72	92.95
Money Market	530,179.52	0.08	3,614,055.77	0.34
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Compound CD	0.00	0.00	8,100,072.68	0.76
Corporate Bond	0.00	0.00	53,181,893.12	5.00
FHLB Bond	0.00	0.00	5,000,737.21	0.47
FNMA Bond	0.00	0.00	4,994,225.49	0.47
Total / Average	645,587,717.40	100.00	1,063,033,086.99	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



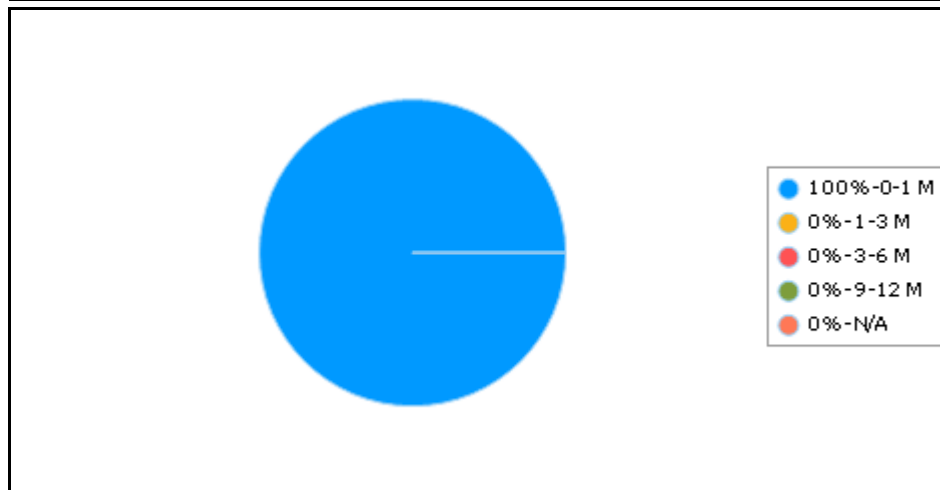
Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 6/30/2022, End Date: 6/30/2023

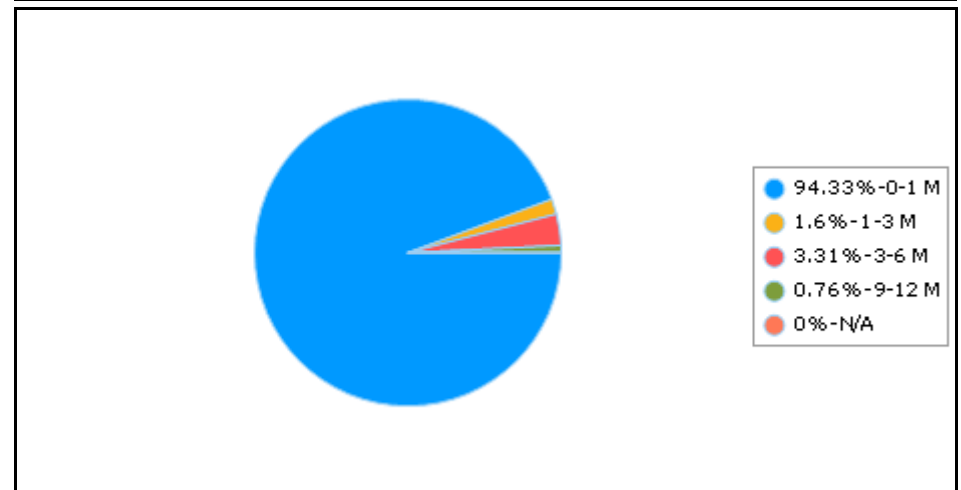
Maturity Range Allocation

Maturity Range	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 6/30/2023	% of Portfolio 6/30/2023
0-1 Month	645,564,271.40	100.00	1,002,727,950.49	94.33
1-3 Months	0.00	0.00	17,001,893.12	1.60
3-6 Months	0.00	0.00	35,167,788.50	3.31
9-12 Months	0.00	0.00	8,100,072.68	0.76
N/A	21,300.47	0.00	20,437.84	0.00
Total / Average	645,585,571.87	100.00	1,063,018,142.63	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



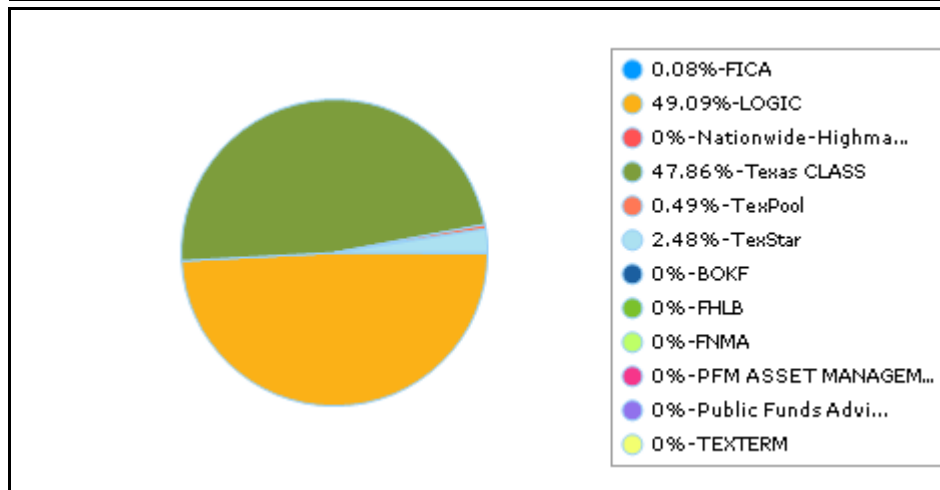
Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

Begin Date: 6/30/2022, End Date: 6/30/2023

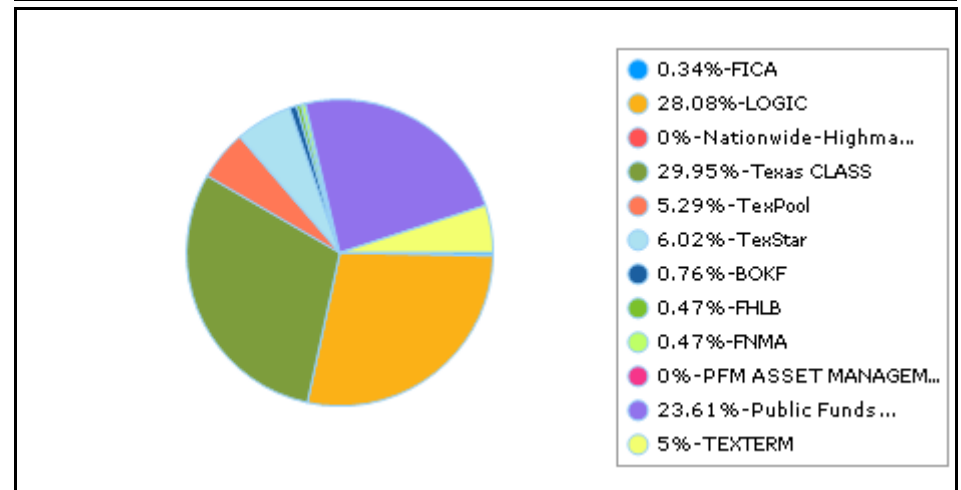
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 6/30/2023	% of Portfolio 6/30/2023
FICA	530,179.52	0.08	3,614,055.77	0.34
LOGIC	316,895,173.38	49.09	298,457,035.65	28.08
Nationwide-Highmark Bond	21,300.47	0.00	20,437.84	0.00
Texas CLASS	309,000,124.06	47.86	318,415,626.69	29.95
TexPool	3,146,616.51	0.49	56,254,233.91	5.29
TexStar	15,992,177.93	2.48	64,020,628.06	6.02
BOKF	0.00	0.00	8,100,072.68	0.76
FHLB	0.00	0.00	4,987,788.50	0.47
FNMA	0.00	0.00	4,995,238.00	0.47
PFM ASSET MANAGEMENT	0.00	0.00	27,184.91	0.00
Public Funds Advisors	0.00	0.00	250,943,947.50	23.61
TEXTERM	0.00	0.00	53,181,893.12	5.00
Total / Average	645,585,571.87	100.00	1,063,018,142.63	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



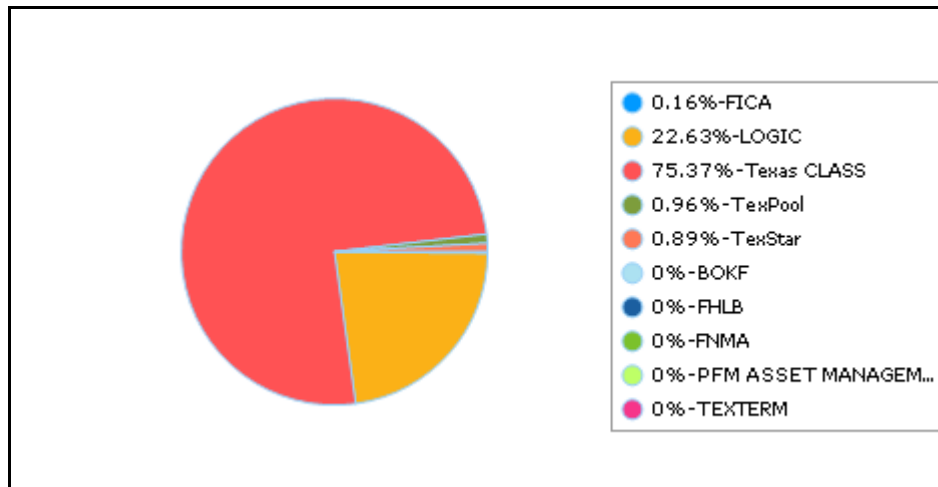
Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 6/30/2022, End Date: 6/30/2023

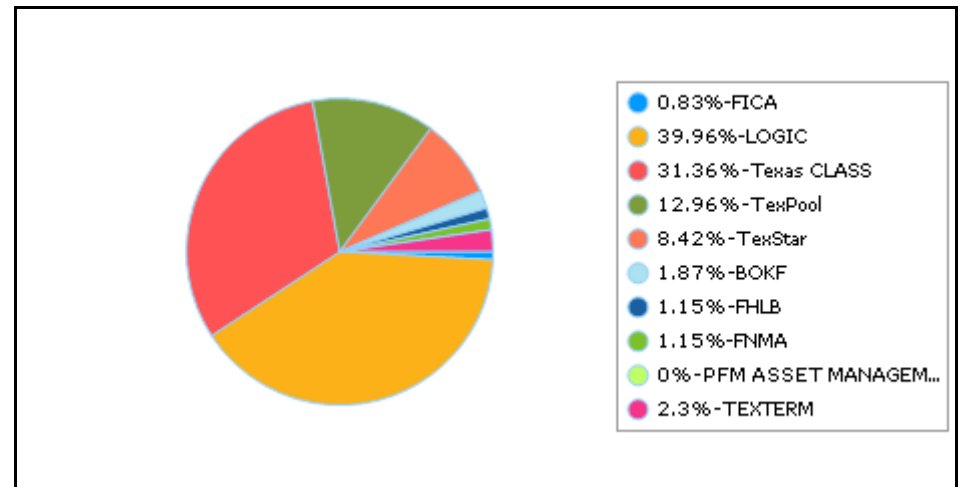
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 6/30/2023	% of Portfolio 6/30/2023
FICA	530,179.52	0.16	3,614,055.77	0.83
LOGIC	74,441,559.19	22.63	173,403,296.64	39.96
Texas CLASS	247,968,880.50	75.37	136,069,225.84	31.36
TexPool	3,146,616.51	0.96	56,254,233.91	12.96
TexStar	2,935,211.71	0.89	36,532,429.35	8.42
BOKF	0.00	0.00	8,100,072.68	1.87
FHLB	0.00	0.00	4,987,788.50	1.15
FNMA	0.00	0.00	4,995,238.00	1.15
PFM ASSET MANAGEMENT	0.00	0.00	4,026.55	0.00
TEXTERM	0.00	0.00	10,001,893.12	2.30
Total / Average	329,022,447.43	100.00	433,962,260.36	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



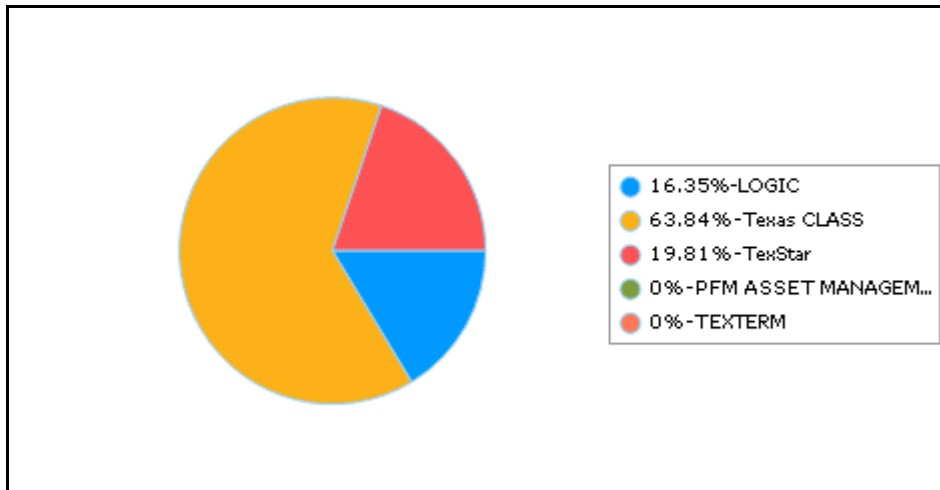
**Fort Worth Independent School District
Distribution by Issuer - Market Value
Interest & Sinking | Debt Service Fund**

Begin Date: 6/30/2022, End Date: 6/30/2023

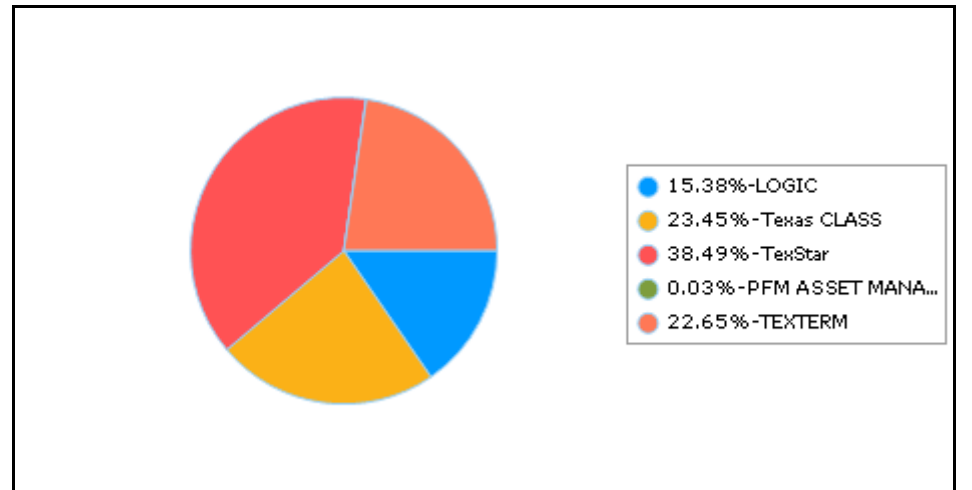
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 6/30/2023	% of Portfolio 6/30/2023
LOGIC	10,776,839.39	16.35	10,988,294.06	15.38
Texas CLASS	42,074,697.00	63.84	16,749,660.96	23.45
TexStar	13,056,966.22	19.81	27,488,198.71	38.49
PFM ASSET MANAGEMENT	0.00	0.00	19,319.88	0.03
TEXTERM	0.00	0.00	16,180,000.00	22.65
Total / Average	65,908,502.61	100.00	71,425,473.61	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



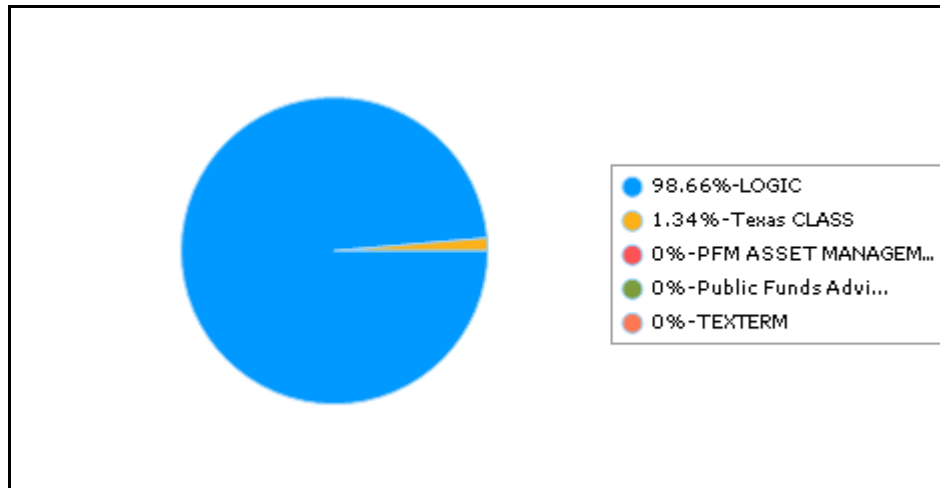
**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

Begin Date: 6/30/2022, End Date: 6/30/2023

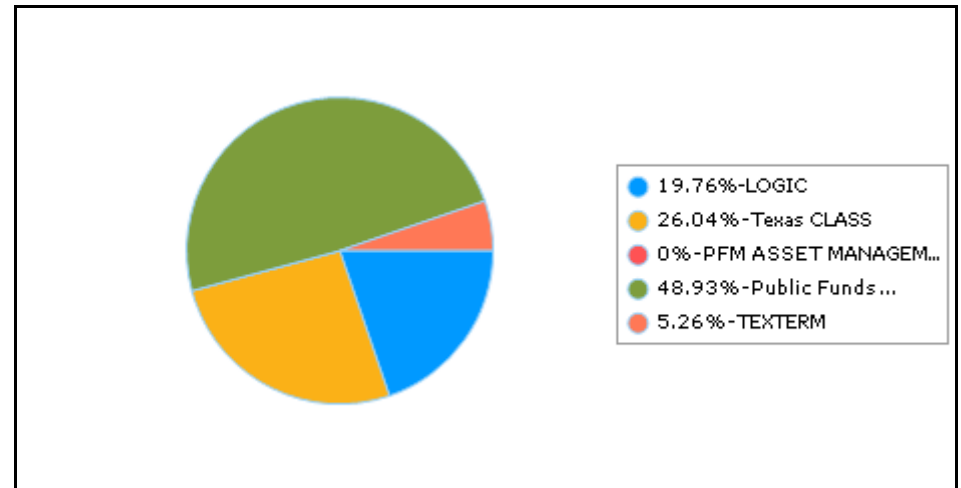
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 6/30/2023	% of Portfolio 6/30/2023
LOGIC	144,535,296.60	98.66	101,337,958.21	19.76
Texas CLASS	1,956,187.96	1.34	133,553,702.11	26.04
PFM ASSET MANAGEMENT	0.00	0.00	3,838.48	0.00
Public Funds Advisors	0.00	0.00	250,943,947.50	48.93
TEXTERM	0.00	0.00	27,000,000.00	5.26
Total / Average	146,491,484.56	100.00	512,839,446.30	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 6/30/2023



**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	71,179.58	100.00	71,179.58	0.01%	NR	1
TXCLASS0011	71,179.58	5.27	71,179.58	5.27		0.00	NR	0
			71,179.58		71,179.58	0.01%		1
Sub Total Agency Campus Funds	71,179.58	5.27	71,179.58	5.27		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,889,877.31	100.00	4,889,877.31	0.46%	S&P-AA+	1
TXCLASS0005	4,889,877.31	5.27	4,889,877.31	5.27		0.00	NR	0
			4,889,877.31		4,889,877.31	0.46%		1
Sub Total Campus Activity Fund	4,889,877.31	5.27	4,889,877.31	5.27		0.00		0
CIP-2013 Bond Fund								
Texas CLASS LGIP		4/14/2014	1,170,732.89	100.00	1,170,732.89	0.11%	S&P-AA+	1
TXCLASS0007	1,170,732.89	5.27	1,170,732.89	5.27		0.00	NR	0
			1,170,732.89		1,170,732.89	0.11%		1
Sub Total CIP-2013 Bond Fund	1,170,732.89	5.27	1,170,732.89	5.27		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	5,783,372.92	100.00	5,783,372.92	0.54%	NR	1
LOGIC13006	5,783,372.92	5.26	5,783,372.92	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	1,580.54	100.00	1,580.54	0%	NR	1
PFM-1265-05	1,580.54	5.27	1,580.54	5.27		0.00	NR	0
Texas CLASS LGIP		5/4/2018	78,135,927.23	100.00	78,135,927.23	7.35%	NR	1
TXCLASS0009	78,135,927.23	5.27	78,135,927.23	5.27		0.00	NR	0
TEXTERM 5.12 8/22/2023		11/25/2022	7,000,000.00	100.00	7,000,000.00	0.66%	NR	53
TEXTERM1265-05	7,000,000.00	5.12	7,000,000.00	5.12	214,044.44	0.00	NR	0.14
			90,920,880.69		90,920,880.69	8.55%		5
Sub Total CIP-2017 Bond Fund	90,920,880.69	5.25	90,920,880.69	5.25	214,044.44	0.00		0.01
CIP-2021 Bond Fund								

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		9/7/2022	95,554,585.29	100.00	95,554,585.29	8.99%	NR	1
LOGIC13008	95,554,585.29	5.26	95,554,585.29	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	2,257.94	100.00	2,257.94	0%	NR	1
PFM-1265-06	2,257.94	5.27	2,257.94	5.27		0.00	NR	0
Public Funds Advisors LGIP		6/5/2023	250,943,947.50	100.00	250,943,947.50	23.61%	NR	1
SPP-0001	250,943,947.50	4.59	250,943,947.50	4.59		0.00	NR	0
Texas CLASS LGIP		2/27/2023	54,247,041.99	100.00	54,247,041.99	5.1%	NR	1
TXCLASS0012	54,247,041.99	5.27	54,247,041.99	5.27		0.00	NR	0
TEXTERM 5.12 10/13/2023		1/17/2023	10,000,000.00	100.00	10,000,000.00	0.94%	NR	105
TEXTERM1265-062	10,000,000.00	5.12	10,000,000.00	5.12	231,822.22	0.00	NR	0.29
TEXTERM 5.22 11/22/2023		11/25/2022	10,000,000.00	100.00	10,000,000.00	0.94%	NR	145
TEXTERM1265-06	10,000,000.00	5.22	10,000,000.00	5.22	311,750.00	0.00	NR	0.39
Sub Total CIP-2021 Bond Fund	420,747,832.72	4.86	420,747,832.72	4.86	543,572.22	0.00		0.02
Food Service Fund								
Texas CLASS LGIP		2/14/2012	26,187,851.21	100.00	26,187,851.21	2.46%	S&P-AA+	1
TXCLASS0002	26,187,851.21	5.27	26,187,851.21	5.27		0.00	NR	0
Sub Total Food Service Fund	26,187,851.21	5.27	26,187,851.21	5.27	26,187,851.21	2.46%		1
General Operating Fund								
BOKF 4.879 3/28/2024		3/30/2023	8,100,072.68	100.00	8,100,072.68	0.76%	NR	272
CDARS2983	8,100,072.68	4.88	8,100,072.68	4.88	0.00	0.00	NR	0.74
FHLB 4.625 11/1/2023		11/1/2022	5,002,170.00	99.76	4,987,788.50	0.47%	S&P-AA+	124
3130ATTH0	5,000,000.00	4.58	5,000,737.21	5.32	37,899.31	-12,948.71	None	0.34
FICA MM		2/8/2016	3,614,055.77	100.00	3,614,055.77	0.34%	NR	1
FICA9057-GO	3,614,055.77	5.06	3,614,055.77	5.06		0.00	NR	0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FNMA 0.25 7/10/2023		10/28/2022	4,852,750.00	99.90	4,995,238.00	0.47%	S&P-AA+	10
3135G05G4	5,000,000.00	4.57	4,994,225.49	3.68	5,902.78	1,012.51	Moody's-Aaa	0.03
LOGIC LGIP		9/25/2014	173,403,296.64	100.00	173,403,296.64	16.31%	NR	1
LOGIC13001	173,403,296.64	5.26	173,403,296.64	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/18/2022	4,026.55	100.00	4,026.55	0%	NR	1
PFM-1265-03	4,026.55	5.27	4,026.55	5.27		0.00	NR	0
Texas CLASS LGIP		5/31/2010	136,069,225.84	100.00	136,069,225.84	12.8%	S&P-AA+	1
TXCLASS0001	136,069,225.84	5.27	136,069,225.84	5.27		0.00	NR	0
TexPool LGIP		6/30/2010	56,254,233.91	100.00	56,254,233.91	5.29%	S&P-AA+	1
TEXPOOL00001	56,254,233.91	5.05	56,254,233.91	5.05		0.00	NR	0
TexStar LGIP		5/31/2010	36,532,429.35	100.00	36,532,429.35	3.44%	S&P-AA+	1
TEXSTAR11110	36,532,429.35	5.08	36,532,429.35	5.08		0.00	NR	0
TEXTERM 3.67 8/11/2023		8/15/2022	10,001,893.12	100.00	10,001,893.12	0.94%	NR	42
TEXTERM1265-03	10,001,893.12	3.67	10,001,893.12	3.67	321,185.79	0.00	NR	0.11
			433,834,153.86		433,962,260.36	40.82%		9
Sub Total General Operating Fund	433,979,233.86	5.16	433,974,196.56	5.16	364,987.88	-11,936.20		0.02
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,988,294.06	100.00	10,988,294.06	1.03%	NR	1
LOGIC13003	10,988,294.06	5.26	10,988,294.06	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/21/2022	19,319.88	100.00	19,319.88	0%	NR	1
PFM-1265-04	19,319.88	5.27	19,319.88	5.27		0.00	NR	0
Texas CLASS LGIP		5/31/2010	16,749,660.96	100.00	16,749,660.96	1.58%	S&P-AA+	1
TXCLASS0003	16,749,660.96	5.27	16,749,660.96	5.27		0.00	NR	0
TexStar LGIP		5/31/2010	27,488,198.71	100.00	27,488,198.71	2.59%	S&P-AA+	1
TEXSTAR33330	27,488,198.71	5.08	27,488,198.71	5.08		0.00	NR	0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
TEXTERM 5.07 7/24/2023		11/25/2022	6,000,000.00	100.00	6,000,000.00	0.56%	NR	24
TEXTERM1265-042	6,000,000.00	5.07	6,000,000.00	5.07	181,675.00	0.00	NR	0.07
TEXTERM 5.32 11/22/2023		2/27/2023	10,180,000.00	100.00	10,180,000.00	0.96%	NR	145
TEXTERM1265-043	10,180,000.00	5.32	10,180,000.00	5.32	185,038.47	0.00	NR	0.39
Sub Total Interest & Sinking Debt Service Fund	71,425,473.61	5.18	71,425,473.61	5.18	366,713.47	0.00		0.06
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	12,727,486.74	100.00	12,727,486.74	1.2%	NR	1
LOGIC13007	12,727,486.74	5.26	12,727,486.74	5.26		0.00	NR	0
Sub Total Real Estate Proceeds	12,727,486.74	5.26	12,727,486.74	5.26	12,727,486.74	1.2%		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.24	20,437.84	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,008.16	NR	
Texas CLASS LGIP		4/24/2014	870,785.95	100.00	870,785.95	0.08%	S&P-AA+	1
TXCLASS0008	870,785.95	5.27	870,785.95	5.27		0.00	NR	0
Sub Total Scholarships	872,997.84	5.27	894,231.95	5.27	891,223.79	0.08%		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	23,343.73	100.00	23,343.73	0%	NR	1
TXCLASS0010	23,343.73	5.27	23,343.73	5.27		0.00	NR	0
Sub Total Student Activity Funds	23,343.73	5.27	23,343.73	5.27	23,343.73	0%		0
TOTAL PORTFOLIO	1,063,016,890.18	5.05	1,062,893,044.29	5.05	1,063,018,142.63	100.00%		8
			1,063,033,086.99		1,489,318.01	-14,944.36		0.02

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:**
APRIL 1, 2023 – JUNE 30, 2023

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period April 1, 2023 - June 30, 2023, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period April 1, 2023 – June 30, 2023, totaled \$14,759,105. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for the Period: April 1, 2023 – June 30, 2023
2. Decline to Approve Quarterly Investment Report for the Period: April 1, 2023 – June 30, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: April 1, 2023 – June 30, 2023

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA(LEGAL)

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

Fort Worth Independent School District

Quarterly Investment Report

April 1, 2023 – June 30, 2023



Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Ms. Maria Chavez
Comptroller

Ms. Tonya D. Wright
Treasurer

Published: August 22, 2023



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
04/01/2023- 06/30/2023

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase. The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 5.21%
 Interest Earned During the Period: \$14,759,105
 Interest Earned Fiscal Year to Date: \$36,615,005

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	71,179.58	71,179.58	71,179.58	0.01	5.27	1
Campus Activity Fund	4,889,877.31	4,889,877.31	4,889,877.31	0.46	5.27	1
CIP-2013 Bond Fund	1,170,732.89	1,170,732.89	1,170,732.89	0.11	5.27	1
CIP-2017 Bond Fund	90,920,880.69	90,920,880.69	90,920,880.69	8.55	5.26	5
CIP-2021 Bond Fund	420,747,832.72	420,747,832.72	420,747,832.72	39.58	4.86	7
Food Service Fund	26,187,851.21	26,187,851.21	26,187,851.21	2.46	5.27	1
General Operating Fund	433,979,233.86	433,962,260.36	433,974,196.56	40.82	5.16	9
Interest & Sinking Debt Service Fund	71,425,473.61	71,425,473.61	71,425,473.61	6.72	5.18	23
Real Estate Proceeds	12,727,486.74	12,727,486.74	12,727,486.74	1.20	5.26	1
Scholarships	872,997.84	891,223.79	894,231.95	0.08	5.27	1
Student Activity Funds	23,343.73	23,343.73	23,343.73	0.00	5.27	1
Total / Average	1,063,016,890.18	1,063,018,142.63	1,063,033,086.99	100.00	5.05	8

Signatures and Dates

Carmen Arrieta-Candelaria
 Carmen Arrieta-Candelaria (Jul 31, 2023 19:14 CDT)

Ms. Carmen Arrieta-Candelaria, Chief Financial Officer

Jul 31, 2023

Date

Maria Chavez

Ms. Maria Chavez, Comptroller

Jul 31, 2023

Date

Tonya D. Wright

Ms. Tonya D. Wright, Treasurer

07/24/2023

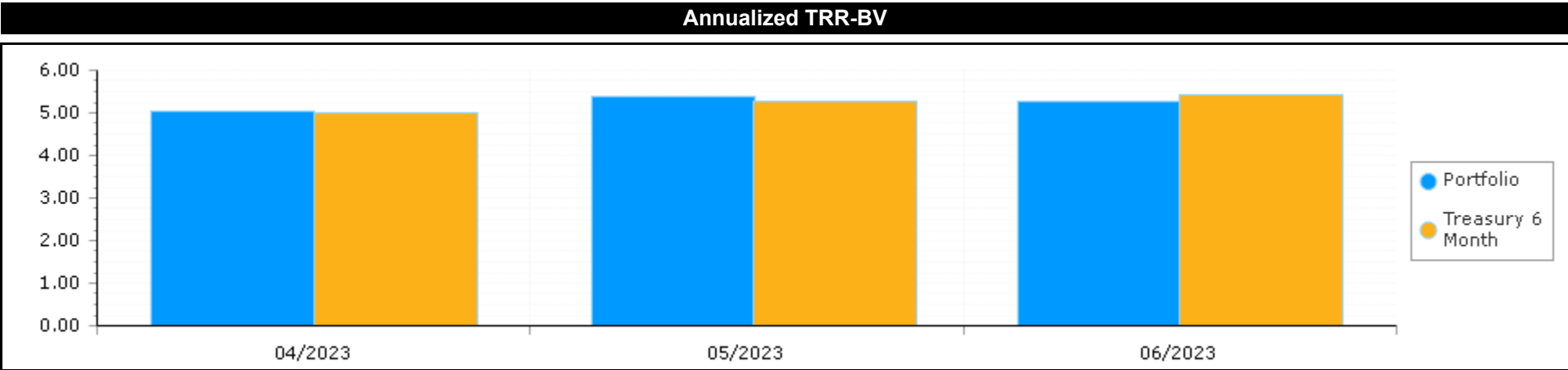
Date

Fort Worth Independent School District Total Rate of Return - Book Value by Month

All Portfolios

Begin Date: 4/30/2023, End Date: 6/30/2023

Annualized TRR-BV								
Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
4/30/2023	1,214,521,029.69	4,921,960.83	0.00	4,921,960.83	1,204,339,396.15	0.41	5.02	4.99
5/31/2023	1,184,365,722.12	5,091,053.64	0.00	5,091,053.64	1,164,549,254.97	0.44	5.37	5.27
6/30/2023	1,130,275,298.81	4,746,090.87	0.00	4,746,090.87	1,108,246,137.55	0.43	5.26	5.42
Total/Average	1,214,521,029.69	14,759,105.34	0.00	14,759,105.34	1,154,395,034.25	1.28	5.21	5.23



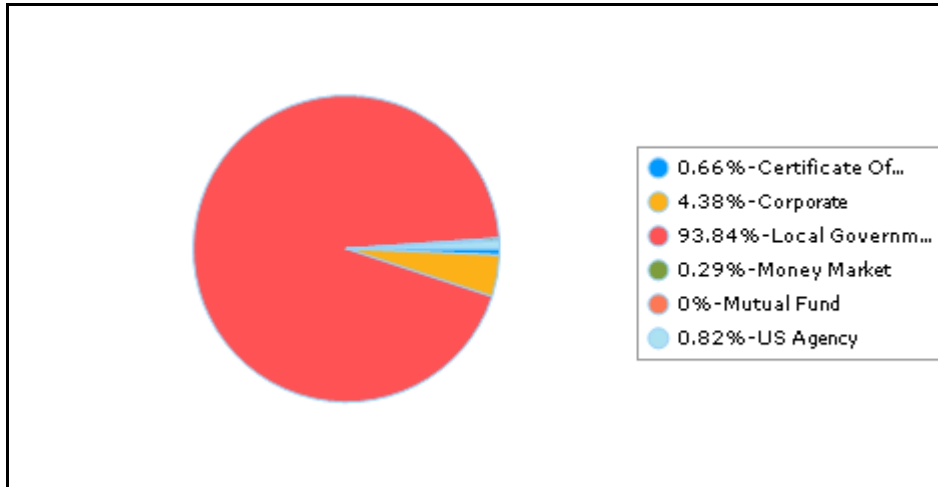
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 3/31/2023, End Date: 6/30/2023

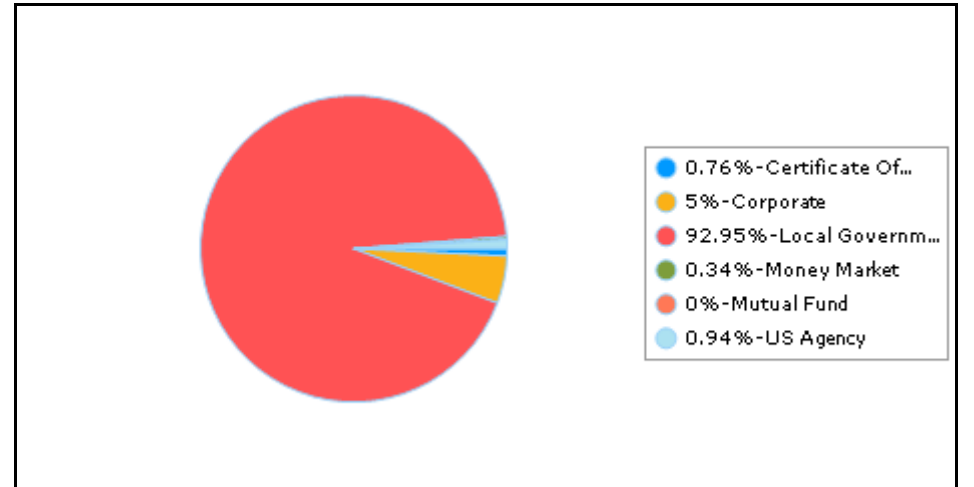
Security Sector Allocation

Security Sector	Book Value 3/31/2023	% of Portfolio 3/31/2023	Book Value 6/30/2023	% of Portfolio 6/30/2023
Certificate Of Deposit	8,002,139.10	0.66	8,100,072.68	0.76
Corporate	53,181,893.12	4.38	53,181,893.12	5.00
Local Government Investment Pool	1,138,899,301.92	93.84	988,118,656.72	92.95
Money Market	3,570,685.87	0.29	3,614,055.77	0.34
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Agency	9,942,955.67	0.82	9,994,962.70	0.94
Total / Average	1,213,620,421.68	100.00	1,063,033,086.99	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023



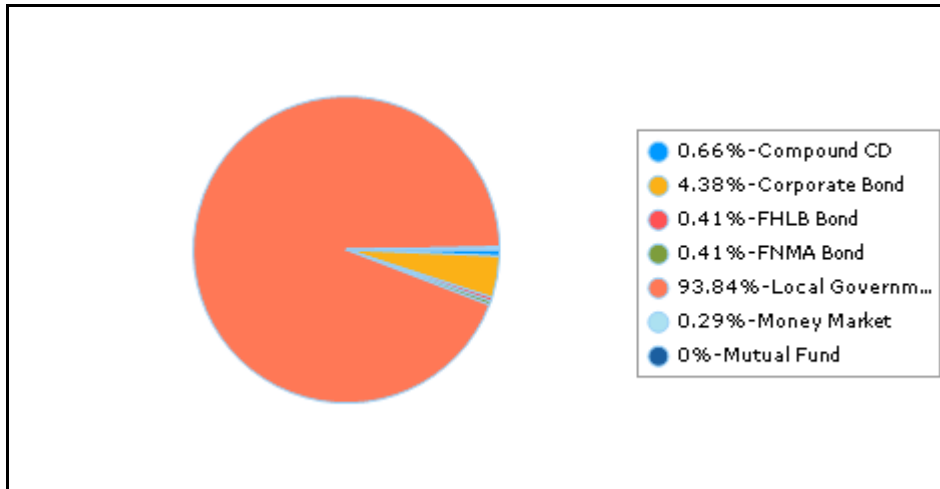
Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 3/31/2023, End Date: 6/30/2023

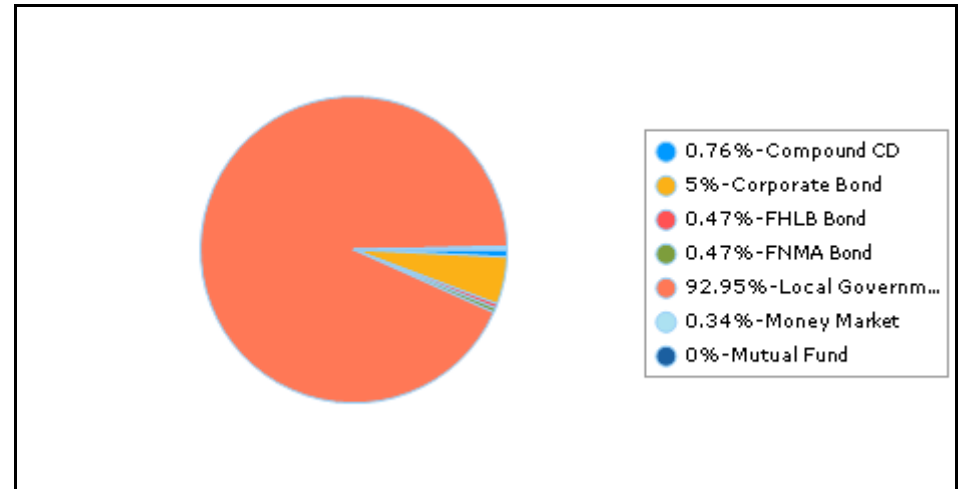
Security Type Allocation

Security Type	Book Value 3/31/2023	% of Portfolio 3/31/2023	Book Value 6/30/2023	% of Portfolio 6/30/2023
Compound CD	8,002,139.10	0.66	8,100,072.68	0.76
Corporate Bond	53,181,893.12	4.38	53,181,893.12	5.00
FHLB Bond	5,001,278.22	0.41	5,000,737.21	0.47
FNMA Bond	4,941,677.45	0.41	4,994,225.49	0.47
Local Government Investment Pool	1,138,899,301.92	93.84	988,118,656.72	92.95
Money Market	3,570,685.87	0.29	3,614,055.77	0.34
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	1,213,620,421.68	100.00	1,063,033,086.99	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023



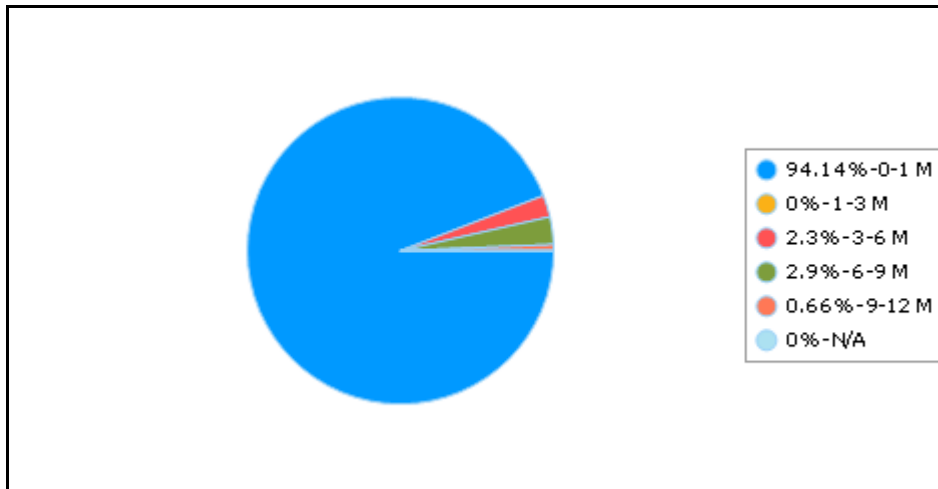
Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 3/31/2023, End Date: 6/30/2023

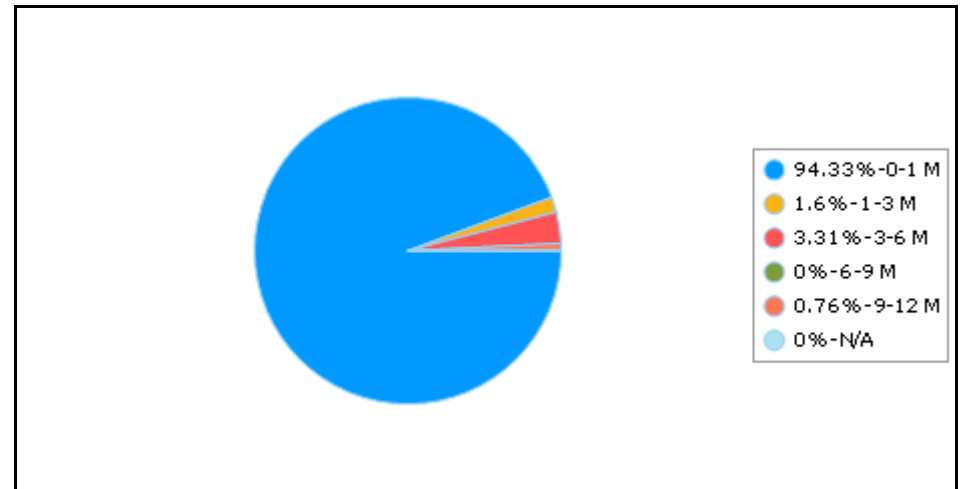
Maturity Range Allocation

Maturity Range	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
0-1 Month	1,142,469,987.79	94.14	1,002,727,950.49	94.33
1-3 Months	0.00	0.00	17,001,893.12	1.60
3-6 Months	27,945,321.12	2.30	35,167,788.50	3.31
6-9 Months	35,172,006.00	2.90	0.00	0.00
9-12 Months	8,002,139.10	0.66	8,100,072.68	0.76
N/A	20,725.38	0.00	20,437.84	0.00
Total / Average	1,213,610,179.39	100.00	1,063,018,142.63	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023

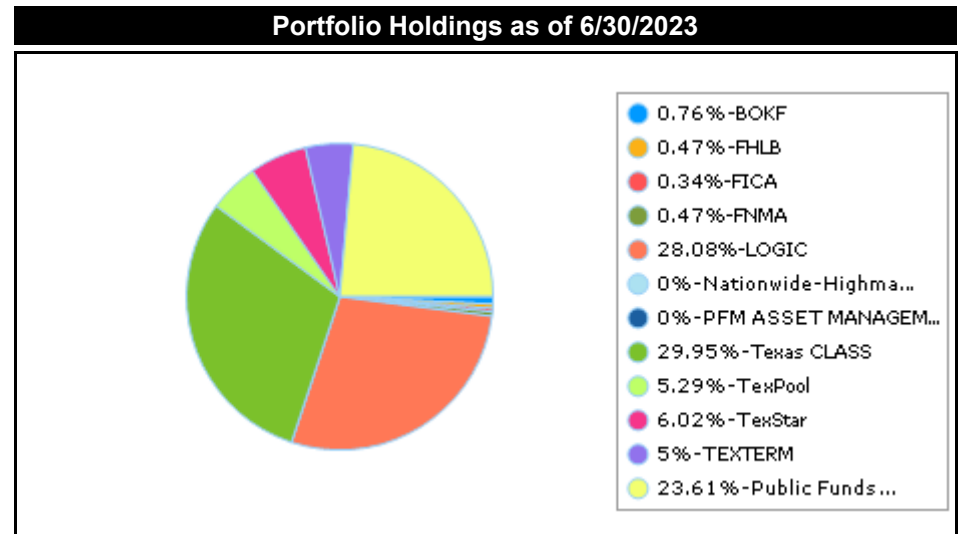
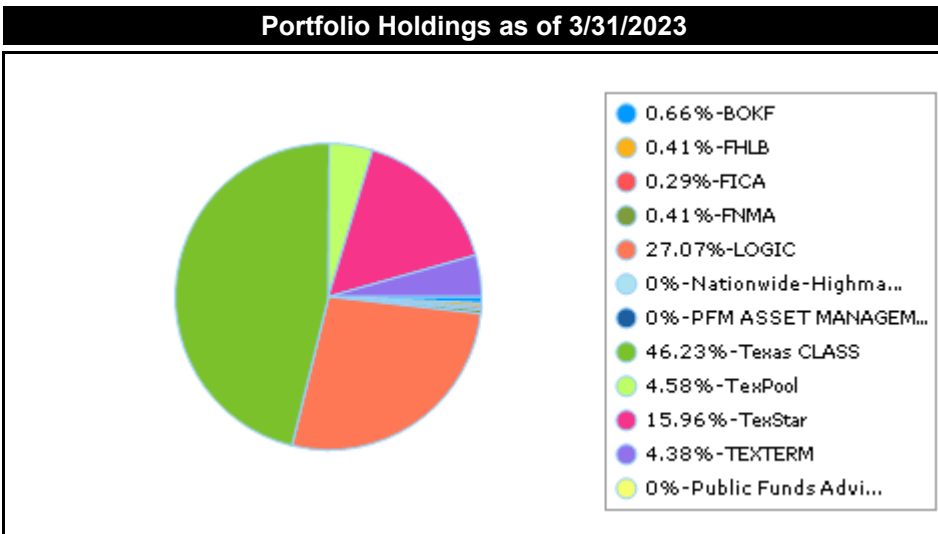


Fort Worth Independent School District Distribution by Issuer - Market Value

All Portfolios

Begin Date: 3/31/2023, End Date: 6/30/2023

Issuer Allocation				
Issuer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
BOKF	8,002,139.10	0.66	8,100,072.68	0.76
FHLB	4,992,006.00	0.41	4,987,788.50	0.47
FICA	3,570,685.87	0.29	3,614,055.77	0.34
FNMA	4,943,428.00	0.41	4,995,238.00	0.47
LOGIC	328,543,356.44	27.07	298,457,035.65	28.08
Nationwide-Highmark Bond	20,725.38	0.00	20,437.84	0.00
PFM ASSET MANAGEMENT	26,839.38	0.00	27,184.91	0.00
Texas CLASS	561,070,676.03	46.23	318,415,626.69	29.95
TexPool	55,565,306.58	4.58	56,254,233.91	5.29
TexStar	193,693,123.49	15.96	64,020,628.06	6.02
TEXTERM	53,181,893.12	4.38	53,181,893.12	5.00
Public Funds Advisors	0.00	0.00	250,943,947.50	23.61
Total / Average	1,213,610,179.39	100.00	1,063,018,142.63	100.00



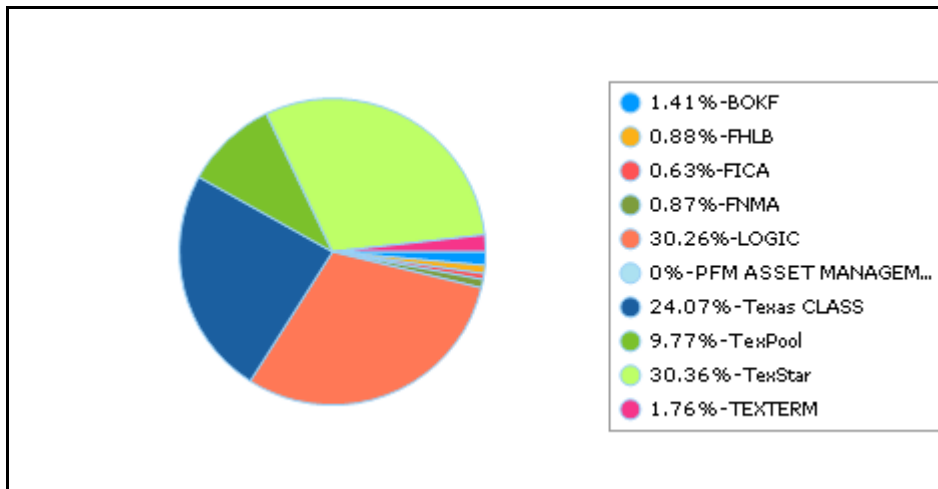
Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 3/31/2023, End Date: 6/30/2023

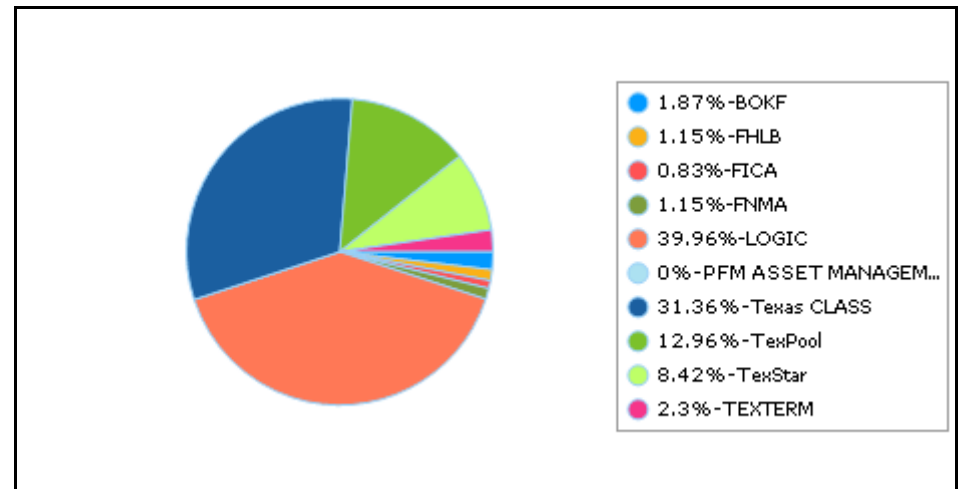
Issuer Allocation

Issuer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
BOKF	8,002,139.10	1.41	8,100,072.68	1.87
FHLB	4,992,006.00	0.88	4,987,788.50	1.15
FICA	3,570,685.87	0.63	3,614,055.77	0.83
FNMA	4,943,428.00	0.87	4,995,238.00	1.15
LOGIC	172,124,458.07	30.26	173,403,296.64	39.96
PFM ASSET MANAGEMENT	3,975.37	0.00	4,026.55	0.00
Texas CLASS	136,891,779.19	24.07	136,069,225.84	31.36
TexPool	55,565,306.58	9.77	56,254,233.91	12.96
TexStar	172,648,135.78	30.36	36,532,429.35	8.42
TEXTERM	10,001,893.12	1.76	10,001,893.12	2.30
Total / Average	568,743,807.08	100.00	433,962,260.36	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023



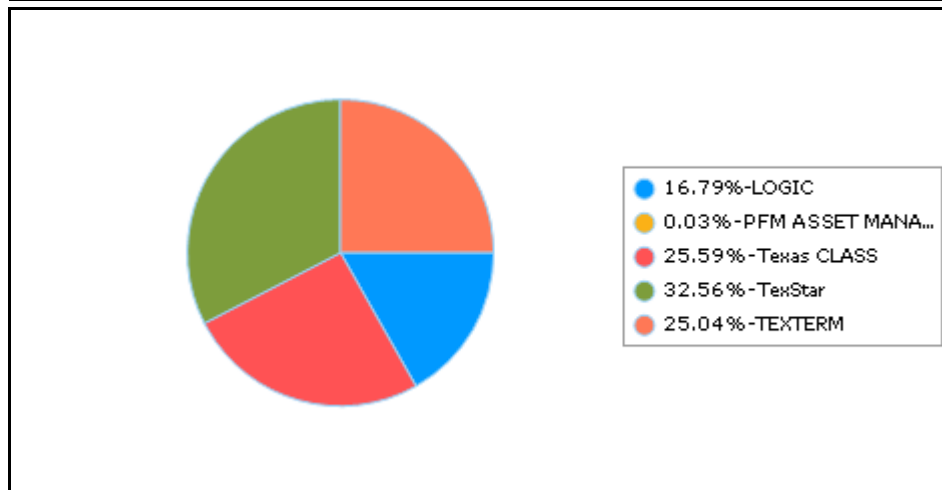
Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 3/31/2023, End Date: 6/30/2023

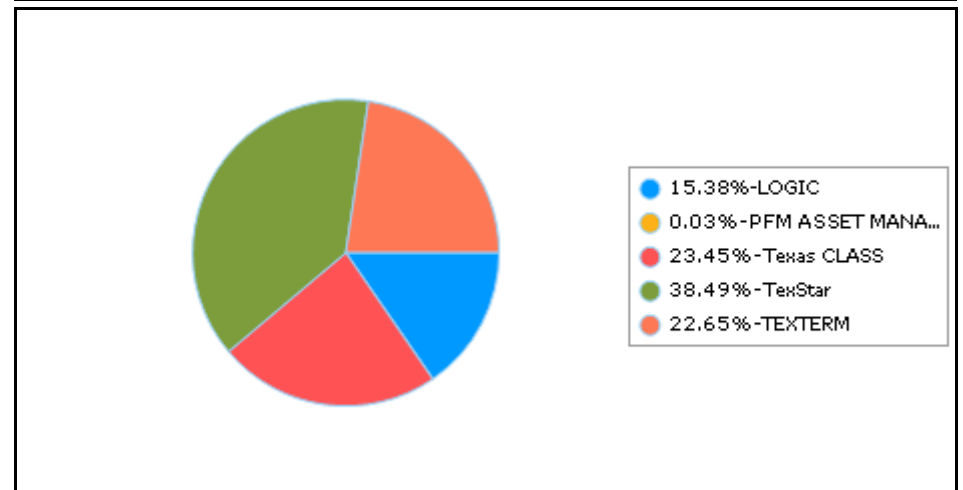
Issuer Allocation

Issuer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
LOGIC	10,848,504.98	16.79	10,988,294.06	15.38
PFM ASSET MANAGEMENT	19,074.32	0.03	19,319.88	0.03
Texas CLASS	16,535,240.21	25.59	16,749,660.96	23.45
TexStar	21,044,987.71	32.56	27,488,198.71	38.49
TEXTERM	16,180,000.00	25.04	16,180,000.00	22.65
Total / Average	64,627,807.22	100.00	71,425,473.61	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023



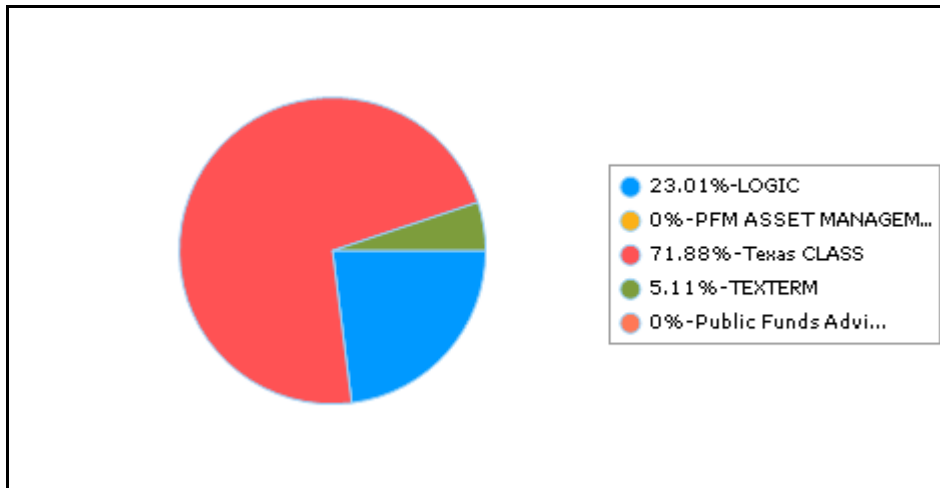
**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

Begin Date: 3/31/2023, End Date: 6/30/2023

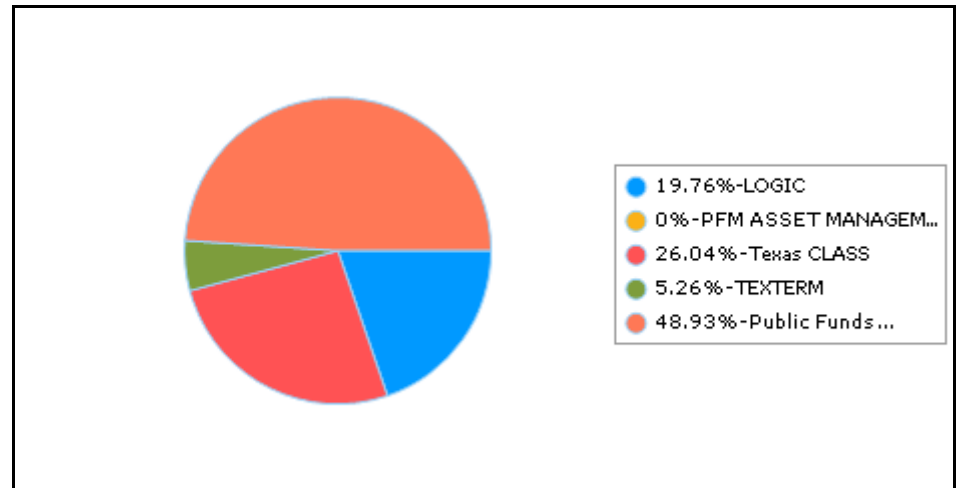
Issuer Allocation

Issuer	Market Value 3/31/2023	% of Portfolio 3/31/2023	Market Value 6/30/2023	% of Portfolio 6/30/2023
LOGIC	121,515,970.86	23.01	101,337,958.21	19.76
PFM ASSET MANAGEMENT	3,789.69	0.00	3,838.48	0.00
Texas CLASS	379,571,541.10	71.88	133,553,702.11	26.04
TEXTERM	27,000,000.00	5.11	27,000,000.00	5.26
Public Funds Advisors	0.00	0.00	250,943,947.50	48.93
Total / Average	528,091,301.65	100.00	512,839,446.30	100.00

Portfolio Holdings as of 3/31/2023



Portfolio Holdings as of 6/30/2023



Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	71,179.58	100.00	71,179.58	0.01%	NR	1
TXCLASS0011	71,179.58	5.27	71,179.58	5.27		0.00	NR	0
			71,179.58		71,179.58	0.01%		1
Sub Total Agency Campus Funds	71,179.58	5.27	71,179.58	5.27		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,889,877.31	100.00	4,889,877.31	0.46%	S&P-AA+	1
TXCLASS0005	4,889,877.31	5.27	4,889,877.31	5.27		0.00	NR	0
			4,889,877.31		4,889,877.31	0.46%		1
Sub Total Campus Activity Fund	4,889,877.31	5.27	4,889,877.31	5.27		0.00		0
CIP-2013 Bond Fund								
Texas CLASS LGIP		4/14/2014	1,170,732.89	100.00	1,170,732.89	0.11%	S&P-AA+	1
TXCLASS0007	1,170,732.89	5.27	1,170,732.89	5.27		0.00	NR	0
			1,170,732.89		1,170,732.89	0.11%		1
Sub Total CIP-2013 Bond Fund	1,170,732.89	5.27	1,170,732.89	5.27		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	5,783,372.92	100.00	5,783,372.92	0.54%	NR	1
LOGIC13006	5,783,372.92	5.26	5,783,372.92	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	1,580.54	100.00	1,580.54	0%	NR	1
PFM-1265-05	1,580.54	5.27	1,580.54	5.27		0.00	NR	0
Texas CLASS LGIP		5/4/2018	78,135,927.23	100.00	78,135,927.23	7.35%	NR	1
TXCLASS0009	78,135,927.23	5.27	78,135,927.23	5.27		0.00	NR	0
TEXTERM 5.12 8/22/2023		11/25/2022	7,000,000.00	100.00	7,000,000.00	0.66%	NR	53
TEXTERM1265-05	7,000,000.00	5.12	7,000,000.00	5.12	214,044.44	0.00	NR	0.14
			90,920,880.69		90,920,880.69	8.55%		5
Sub Total CIP-2017 Bond Fund	90,920,880.69	5.25	90,920,880.69	5.25	214,044.44	0.00		0.01
CIP-2021 Bond Fund								

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		9/7/2022	95,554,585.29	100.00	95,554,585.29	8.99%	NR	1
LOGIC13008	95,554,585.29	5.26	95,554,585.29	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	2,257.94	100.00	2,257.94	0%	NR	1
PFM-1265-06	2,257.94	5.27	2,257.94	5.27		0.00	NR	0
Public Funds Advisors LGIP		6/5/2023	250,943,947.50	100.00	250,943,947.50	23.61%	NR	1
SPP-0001	250,943,947.50	4.59	250,943,947.50	4.59		0.00	NR	0
Texas CLASS LGIP		2/27/2023	54,247,041.99	100.00	54,247,041.99	5.1%	NR	1
TXCLASS0012	54,247,041.99	5.27	54,247,041.99	5.27		0.00	NR	0
TEXTERM 5.12 10/13/2023		1/17/2023	10,000,000.00	100.00	10,000,000.00	0.94%	NR	105
TEXTERM1265-062	10,000,000.00	5.12	10,000,000.00	5.12	231,822.22	0.00	NR	0.29
TEXTERM 5.22 11/22/2023		11/25/2022	10,000,000.00	100.00	10,000,000.00	0.94%	NR	145
TEXTERM1265-06	10,000,000.00	5.22	10,000,000.00	5.22	311,750.00	0.00	NR	0.39
Sub Total CIP-2021 Bond Fund	420,747,832.72	4.86	420,747,832.72	4.86	543,572.22	39.58%		7
Food Service Fund								
Texas CLASS LGIP		2/14/2012	26,187,851.21	100.00	26,187,851.21	2.46%	S&P-AA+	1
TXCLASS0002	26,187,851.21	5.27	26,187,851.21	5.27		0.00	NR	0
Sub Total Food Service Fund	26,187,851.21	5.27	26,187,851.21	5.27		2.46%		1
General Operating Fund								
BOKF 4.879 3/28/2024		3/30/2023	8,100,072.68	100.00	8,100,072.68	0.76%	NR	272
CDARS2983	8,100,072.68	4.88	8,100,072.68	4.88	0.00	0.00	NR	0.74
FHLB 4.625 11/1/2023		11/1/2022	5,002,170.00	99.76	4,987,788.50	0.47%	S&P-AA+	124
3130ATTH0	5,000,000.00	4.58	5,000,737.21	5.32	37,899.31	-12,948.71	None	0.34
FICA MM		2/8/2016	3,614,055.77	100.00	3,614,055.77	0.34%	NR	1
FICA9057-GO	3,614,055.77	5.06	3,614,055.77	5.06		0.00	NR	0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FNMA 0.25 7/10/2023		10/28/2022	4,852,750.00	99.90	4,995,238.00	0.47%	S&P-AA+	10
3135G05G4	5,000,000.00	4.57	4,994,225.49	3.68	5,902.78	1,012.51	Moody's-Aaa	0.03
LOGIC LGIP		9/25/2014	173,403,296.64	100.00	173,403,296.64	16.31%	NR	1
LOGIC13001	173,403,296.64	5.26	173,403,296.64	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/18/2022	4,026.55	100.00	4,026.55	0%	NR	1
PFM-1265-03	4,026.55	5.27	4,026.55	5.27		0.00	NR	0
Texas CLASS LGIP		5/31/2010	136,069,225.84	100.00	136,069,225.84	12.8%	S&P-AA+	1
TXCLASS0001	136,069,225.84	5.27	136,069,225.84	5.27		0.00	NR	0
TexPool LGIP		6/30/2010	56,254,233.91	100.00	56,254,233.91	5.29%	S&P-AA+	1
TEXPOOL00001	56,254,233.91	5.05	56,254,233.91	5.05		0.00	NR	0
TexStar LGIP		5/31/2010	36,532,429.35	100.00	36,532,429.35	3.44%	S&P-AA+	1
TEXSTAR11110	36,532,429.35	5.08	36,532,429.35	5.08		0.00	NR	0
TEXTERM 3.67 8/11/2023		8/15/2022	10,001,893.12	100.00	10,001,893.12	0.94%	NR	42
TEXTERM1265-03	10,001,893.12	3.67	10,001,893.12	3.67	321,185.79	0.00	NR	0.11
			433,834,153.86		433,962,260.36	40.82%		9
Sub Total General Operating Fund	433,979,233.86	5.16	433,974,196.56	5.16	364,987.88	-11,936.20		0.02
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,988,294.06	100.00	10,988,294.06	1.03%	NR	1
LOGIC13003	10,988,294.06	5.26	10,988,294.06	5.26		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/21/2022	19,319.88	100.00	19,319.88	0%	NR	1
PFM-1265-04	19,319.88	5.27	19,319.88	5.27		0.00	NR	0
Texas CLASS LGIP		5/31/2010	16,749,660.96	100.00	16,749,660.96	1.58%	S&P-AA+	1
TXCLASS0003	16,749,660.96	5.27	16,749,660.96	5.27		0.00	NR	0
TexStar LGIP		5/31/2010	27,488,198.71	100.00	27,488,198.71	2.59%	S&P-AA+	1
TEXSTAR33330	27,488,198.71	5.08	27,488,198.71	5.08		0.00	NR	0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 6/30/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
TEXTERM 5.07 7/24/2023		11/25/2022	6,000,000.00	100.00	6,000,000.00	0.56%	NR	24
TEXTERM1265-042	6,000,000.00	5.07	6,000,000.00	5.07	181,675.00	0.00	NR	0.07
TEXTERM 5.32 11/22/2023		2/27/2023	10,180,000.00	100.00	10,180,000.00	0.96%	NR	145
TEXTERM1265-043	10,180,000.00	5.32	10,180,000.00	5.32	185,038.47	0.00	NR	0.39
Sub Total Interest & Sinking Debt Service Fund	71,425,473.61	5.18	71,425,473.61	5.18	366,713.47	0.00		0.06
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	12,727,486.74	100.00	12,727,486.74	1.2%	NR	1
LOGIC13007	12,727,486.74	5.26	12,727,486.74	5.26		0.00	NR	0
Sub Total Real Estate Proceeds	12,727,486.74	5.26	12,727,486.74	5.26	12,727,486.74	1.2%		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.24	20,437.84	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,008.16	NR	
Texas CLASS LGIP		4/24/2014	870,785.95	100.00	870,785.95	0.08%	S&P-AA+	1
TXCLASS0008	870,785.95	5.27	870,785.95	5.27		0.00	NR	0
Sub Total Scholarships	872,997.84	5.27	894,231.95	5.27	891,223.79	0.08%		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	23,343.73	100.00	23,343.73	0%	NR	1
TXCLASS0010	23,343.73	5.27	23,343.73	5.27		0.00	NR	0
Sub Total Student Activity Funds	23,343.73	5.27	23,343.73	5.27	23,343.73	0%		0
TOTAL PORTFOLIO	1,063,016,890.18	5.05	1,062,893,044.29	5.05	1,063,018,142.63	100.00%		8
			1,063,033,086.99		1,489,318.01	-14,944.36		0.02

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: APPROVE CONTRACT RENEWALS FOR ONDATA SUITE AND TEXAS STUDENT DATA SYSTEM FOR THE 2023 - 2024 SCHOOL YEAR

BACKGROUND:

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for OnData Suite and Texas Student Data System (TSDS) to support the Public Education Information Management System (PEIMS) and TSDS submissions required by the Texas Education Agency (TEA). The contract term is for September 1, 2023 – August 31, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract Renewals for OnData Suite and Texas Student Data System for the 2023 - 2024 School Year
2. Decline to Approve Contract Renewals for OnData Suite and Texas Student Data System for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2023-2024 School Year.

FUNDING SOURCE:

Additional Details

General Fund	199-53-6399-818-750-99-402-000000.....	\$43,669.80
	199-31-6239-818-999-99-402-000000.....	\$10,605.00

COST:

\$54,274.80

VENDOR:

ESC Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal Agreement

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of this item will support the review, analysis and submission of the required PEIMS and TSDS Core Collections by TEA.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance



**FORT WORTH ISD Contract Summary for
TSDS (PEIMS, TIMS, UID, Core Collections) v11**

Enrollment Period: 09/01/2023 - 08/31/2024

Last Year Enrollment: 72783

Please select the following TSDS services for which your district will use.

TSDS PEIMS Support - Please select the option(s) that applies to your district:

PEIMS Support (all districts and charter schools)

PEIMS TSDS First Year Training (also select this checkbox if this is your district's first year to submit TSDS PEIMS)

Adjustment

Total:

Answer	Price
<input checked="" type="checkbox"/>	\$10,605.00
<div style="text-align: right;">\$10,605.00</div>	

FORT WORTH ISD Contract Summary for

OnDataSuite v6

Enrollment Period: 09/01/2023 - 08/31/2024

Last Year Enrollment: 72783

OnDataSuite is a data warehouse comprised of 4 components.

OnPar - District Comparison Data

OnView - LEA website

OnBoard - Board Members

OnPoint - Interactive Dashboards, Student/Staff/Finance and Assessment sections for Data Analysis, and Accountability Reports (State and Federal)

Will your district use OnSuite Services? If yes, please check the box to the right.

Adjustment

Total:

Answer	Price
<input checked="" type="checkbox"/>	\$43,669.80
\$43,669.80	

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE AUTHORIZATION TO NEGOTIATE A CONTRACT FOR COMPREHENSIVE TECHNOLOGY DEPARTMENT REVIEW**

BACKGROUND:

This review will evaluate the capacity of the Technology Department to effectively and efficiently perform its processes and achieve quality outcomes. The firm will be expected to conduct a thorough review that includes the following tasks: 1) project orientation meeting, 2) analysis of existing data, 3) conduct a technology user survey, 4) conduct on-site and virtual interviews, and 5) develop findings and recommendations. The firm will conduct analyses and provide recommendations in the areas of technology organization and management, service to customers, devices and equipment, management information systems, infrastructure, and information security.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate a Contract for Comprehensive Technology Department Review
2. Decline to Approve Authorization to Negotiate a Contract for Comprehensive Technology Department Review
3. Remand to Staff for Further Study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate a Contract for Comprehensive Technology Department Review

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6299-001-999-99-301-0000000

COST:

Not-to-Exceed - \$180,000

VENDOR:

Gibson Consulting Group

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-A

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Technology Department

RATIONALE:

A comprehensive Technology Department review will support a more efficient, effective, and flexible delivery of information and instructional technology services. The review will allow the District to assess how technology services and systems meet the current needs of users. Findings from the review will identify the degree to which these services and systems should be modified to address the current needs of Fort Worth ISD.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

CONSENT AGENDA ITEM

BOARD MEETING

August 22, 2023

TOPIC: APPROVE AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND GRAND CANYON UNIVERSITY TO PROVIDE STUDENT TEACHING INTERNSHIPS, PRACTICUMS, AND SCHOOL OBSERVATIONS

BACKGROUND:

This Affiliation Agreement explains the collaboration between the Fort Worth Independent School District and Grand Canyon University with regard to student teaching internships, practicums, and observations at schools located in the District. Fort Worth ISD and Grand Canyon University will establish a partnership to focus on the improvement of educator preparation.

This is a standard agreement between an Educator Preparation Program and a school district to support university clinical teachers. The District will provide quality mentor teachers to support and mentor these clinical teachers. The District will also allow the university site coordinator to come to campus and evaluate the progress of the clinical teacher throughout the placement.

This Agreement commences as of the date of execution through May 25, 2026.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Affiliation Agreement Between Fort Worth Independent School District and Grand Canyon University to Provide Student Teaching Internships, Practicums, and School Observations
2. Decline to Approve Affiliation Agreement Between Fort Worth Independent School District and Grand Canyon University to Provide Student Teaching Internships, Practicums, and School Observations
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Affiliation Agreement Between Fort Worth Independent School District and Grand Canyon University to Provide Student Teaching Internships, Practicums, and School Observations

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Grand Canyon University

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Various schools across the District, Talent Management

RATIONALE:

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

Student Teaching Affiliation Agreement Between GCU and the Fort Worth Independent School District

1. **PARTIES:** This Student Teaching Affiliation Agreement (the "Agreement") is entered into on May 25, 2023, or the date of execution, whichever is later, by and between Grand Canyon University ("GCU") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located at 100 N. University Drive Fort Worth, TX 76107, ("District"). GCU and District may be collectively referred to as the "Parties" or individually as a "Party."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicums, and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins May 25, 2023, or the date of execution, whichever is later, and ends May 25, 2026.
4. **RESPONSIBILITIES OF GCU:**
 - A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
 - B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
 - C. GCU requires that all students who must enter a FIELDWORK SITE provide the District with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
 - D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
 - i. Commercial General Liability (Minimum Requirements): Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments Coverage:
 - Premises/Operation Liability
 - Medical Payments Liability
 - Contractual Liability
 - Personal Injury Liability
 - Independent Contractors
 - ii. Professional Liability, as related to Educational Services Limits of Liability:
 - \$1,000,000 each wrongful act
 - \$1,000,000 aggregate
 - iii. Certificates of Insurance
5. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of GCU and the District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to the assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete

the requirements will result in non-placement of students.

6. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to each Cooperating Teacher per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Stipend will be paid upon the completion of the student teaching semester provided all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
7. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
8. **INDEMNIFICATION AND HOLD HARMLESS:**
 - A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GCU MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF GCU, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GCU OR ANYONE THAT GCU CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
 - B. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
 - C. GCU understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.
 - D. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
9. **ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other Party.

10. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

To District:

Fort Worth Independent School District
Attn: Dr. Raul Pena
100 N. University Dr.
Fort Worth, Texas 76107

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr.
Fort Worth, Texas 76107

To GCU:

Grand Canyon University
Dr. Meredith Critchfield
Dean, College of Education
3300 W. Camelback Road
Phoenix, AZ 85017

11. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by all Parties.
12. **TERMINATION:** Either Party, upon thirty (30) days' written notice to the other Party, may terminate this agreement.
13. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties.
14. **NONDISCRIMINATION:** The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990, and the regulations related thereto. The Parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).
15. **GENERAL PROVISIONS:**
- A. **Limitations of Authority.** No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
 - B. Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
 - C. **Entire Agreement.** This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and GCU that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
 - D. **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.
 - E. **Applicable Law.** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
 - F. **Public Records.** The GCU understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for

information covered under this MOU, District will provide third-party notice to GCU but assumes no other responsibility.


- G. Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- H. Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
- I. No Third-Party Beneficiary. This agreement is made solely between GCU and FWISD and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to GCU and FWISD and may not be assigned or transferred to any third party without the prior written consent of both Parties.

16. **SIGNATORY CLAUSE**

The individuals executing this Agreement on behalf of the District and GCU acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
 Signature
 Name: Dr. Meredith Critchfield
 Title: Dean, College of Education

Date: 6/26/23

Fort Worth Independent School District

By: _____
 Signature
 Name: _____
 Title: _____

Date:

By: _____
 Signature
 Name: _____
 Title: _____

Date:

By: _____
 Signature
 Name: _____
 Title: _____

Date:



AA
8/15/2023

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE SUBSTITUTE TEACHER TEMPORARY SERVICES

BACKGROUND:

There is a nation-wide shortage of substitute teachers leaving campuses struggling to cover typical daily absences as well as those associated with the COVID-19 pandemic. Fort Worth Independent School District has not been immune to this phenomenon and is experiencing challenges with unfilled jobs throughout the recent school years. This was particularly amplified during the Omicron surge, resulting in staff members from all departments being deployed to campuses as a stopgap measure.

Elementary and Secondary School Emergency Relief (ESSER) funds were allocated to school districts and may be utilized to stabilize the educator workforce, supporting the conditions that allow schools to return to in-person instruction. This includes using funds to address shortages exacerbated by the pandemic. By utilizing ESSER funds to partner with a contracted substitute support provider, the District would increase our access to a vetted substitute pool. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Substitute Teacher Temporary Services
2. Decline to Approve Substitute Teacher Temporary Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Substitute Teacher Temporary Services

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-11-6299-001-750-99-950-000105-22F32

COST:

Not-to-Exceed - \$150,000

VENDOR:

Swing Education

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 23-068

Number of Bids/Proposals Received: 6

HUB Firms: 1

Compliant Bids: 6

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Schools

RATIONALE:

By partnering with a contracted substitute support provider, the District would increase our access to a vetted substitute pool. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

INFORMATION SOURCE:

Dr. Raúl Peña, Chief Talent Officer, Talent Management



FORT WORTH ISD & SWING EDUCATION
Platform & Services Agreement
July 2023

This **Platform & Services Agreement** ("Agreement") is entered into on the Effective Date of 8/22/2023 by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "District" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform & Services"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website at www.swingeducation.com ("Website"). This Agreement governs your use of the Platform & Services and all related services. This Agreement terminates on the Termination Date of 06/30/2024 unless renewed in writing by both parties.

1. Payments. Payment for SwingSubs will be made according to the following:

Platform Access Fee. Swing Education charges a one-time platform access fee with the first invoice of \$2,500 for any School with up to 14 campuses, and an additional \$2,670 for each additional campus beyond 14. This fee will be waived if the School issues at least one Request in the 30 days after School is granted access to the Platform & Services.

Daily Pay Rate & Total Rate. The School designates a Daily Pay Rate for SwingSubs via the Website and/or by separate communication with Swing Education in its discretion. (Swing Education does not set the Daily Pay Rate or Rates). The amount due ("Total Rate") for a SwingSub request ("Request") is the Daily Pay Rate plus a Service Fee (see options below), yielding a total that is multiplied by the number of days requested. A SwingSub Request over 4 hours is assigned the appropriate Daily Pay Rate and a Request of 4 hours or less is assigned half the Daily Pay Rate. The School can designate a new Daily Pay Rate(s), which will be implemented in a reasonable amount of time by Swing Education.

Cancellations. Requests that are accepted by a SwingSub, then canceled outside of 24 hrs of the start of a SwingSub Filling that Request, are not subject to any fees. If the Fill is canceled less than 24 hrs from the start of a Fill (or any day within that Fill), then the Request will be subject to the Total Rate for one day (i.e., the day that starts within 24 hrs of the cancellation).

Service Fees and Invoicing. Swing Education charges a Service Fee or Fees set as a percentage of the Daily Pay Rate, according to the below:

Option B - Pay As You Go. Under Option B, Swing Education will invoice the School for each Request filled on a regular basis, but no more than 30 days after each Request. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, upon execution of this contract, Swing Education will not charge an initial deposit. However, if both parties in the future agree to Option A, Swing Education will then invoice the School a deposit as described under Option A above. Swing Education will charge a **30% Service Fee** based on the Daily Pay Rate, for each Request Filled. If an invoice is not paid within 30 days, Swing Education reserves the right to immediately suspend or terminate all services, with notice.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, or switch the School to an alternate payment plan, with notice.

2. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School, nor to your first SwingSub hire. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform Request is grounds for Termination for Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional wages. For additional wages made through means other than those outlined above, Swing Education will invoice School for such additional wage(s) plus an additional 100% handling fee.

3. Verifications - Texas. Swing Education verifies/does the following, as applicable, to determine whether a SwingSub is eligible/cleared to work for Schools.

Teaching Credentials. Swing Education verifies whether a SwingSub teaching professional holds a Teaching Certificate or Credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one



exists) of such document. If such document expires, Swing Education will shortly thereafter label the SwingSub as non-credentialed (or similar language).

Note that School is responsible for ensuring accuracy of Requests as to whether a permit or credential is or is not required.

Background Checks - Texas TEA. Swing Education verifies that a SwingSub working in Texas has completed the required Live Scan fingerprint-based background check through the Texas Education Agency (“TEA”). Swing Education will provide you the information required to look up the SwingSub’s background check results in the Texas Department of Public Safety Clearinghouse database, should you desire to do so. Swing Education also requires all SwingSubs who signed up to work with Swing Education in Texas after January 5, 2022 to complete a criminal history background check through an appropriate third-party service such as Checkr, the results of which Swing Education reviews prior to allowing the SwingSub to accept Requests.

4. Limitations

Changes to Verification Processes. Swing Education reserves the right to change any of the verification processes described if such processes become impossible or impractical to carry out as described.

Other Limitations. Swing Education provides the Platform & Services as a means for connecting Schools and SwingSubs. Swing Education does not provide any training, equipment, curriculum for teaching classes or students, or any other education services. Swing Education does not participate in, and the Platform & Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except for Schools to post, and for SwingSubs to review and accept Requests. Note that the SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

5. Acceptance of Standard Service Terms and Website Terms of Service. You also agree to the terms in any Appendix as well as the Standard Service Terms available on the Swing Education website at www.swingeducation.com/st. Reviewed and Accepted, Initials: _____

You also agree to the Website Master Terms of Service and Privacy Policy available on the Swing Education Website at www.swingeducation.com/tc. In the event of conflict of any terms, the terms of this Agreement shall control.

6. Term, Termination, Rollover. The Termination Date of this Agreement is specified above. After the Termination Date, if both parties intend in good faith to extend this Agreement or sign a new agreement, the term will be extended for thirty (30) days beyond the Termination Date (“Grace Period”). New Requests may be issued during the Grace Period, but only if such Requests are for work dates before the end of the Grace Period (i.e., the last day that a SwingSub is at work to Fill a Request must be before the end of the Grace Period). If either party specifies that the original Termination Date applies, all remaining funds held by Swing Education will be reimbursed to School within 30 days of the Termination Date, otherwise all remaining funds will be reimbursed within sixty (60) days of the Termination Date, unless this Agreement is extended or a new Agreement is signed, in which case any remaining funds will be rolled over to the new school year unless School requests a refund at share.hsforms.com/1f0699tF8Raas0_Mf1T49ng2oykm by May 31, in which case such funds will be reimbursed by June 30.

7. Disclaimer of Warranties. The Platform & Services are provided “as is” without any warranty except as stated above, and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform & Services, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

8. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate
- **Professional (Errors and Omissions) Liability** insurance covering Swing Education’s legal liability for damages arising out of Swing Education’s performance of the services of \$2M per claim
- **Sexual Abuse & Molestation** insurance of \$1M per occurrence and \$2M in the aggregate



9. Limitation of Liability. Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willful misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

AGREED: SWING EDUCATION, INC.

Michael Teng

Michael Teng, CEO

customersuccess@swingeducation.com

548 Market Street #88403
San Francisco, CA 94104-5401

SCHOOL: Fort Worth ISD

<SCHOOL SIGNATURE BLOCK HERE>

Name & Title: ____

Email: ____

Address: ____

Date: ____

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT OFFICE OF ADULT EDUCATION FOR THE 2023 - 2024 ADULT EDUCATION PROGRAM**

BACKGROUND:

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE) and the Tarrant County Adult Education and Literacy Consortium (TCAELC) was awarded a grant from the Texas Workforce Commission (TWC). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District’s Office of Adult Education.

The FWISD Office of Adult Education has built a plan to meet student learning targets within the funding provided by the grant. Estimated Cost of the FWISD Adult Education program for the 2023 - 2024 is \$2,045,024.90, which will be reimbursed as a subcontractor through this agreement.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solutions of Tarrant County Contract with FWISD Office of Adult Education for the 2023-2024 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract with FWISD Office of Adult Education for the 2023-2024 Adult Education Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Workforce Solutions of Tarrant County Contract with the FWISD Office of Adult Education for the 2023-2024 Adult Education Program

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Workforce Solutions of Tarrant County

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Adult Education Locations Throughout Tarrant County

RATIONALE:

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

INFORMATION SOURCE:

Dr. David Saenz, Chief, Strategic Initiatives and Partnerships

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 23-SPC-AEL-004 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2023 To June 30, 2024

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$2,045,024.90

Adult Education and Literacy Funds Awarded	\$2,045,024.90
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Total Contract Amount	\$2,045,024.90
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This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p style="text-align: center;">Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Fort Worth Independent School District</u></p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax:</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
 - Part B - Contract Budget and Budget Back-Up
 - Part C - Statement of Work
 - Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Dr. Angelica Ramsey
Superintendent Fort Worth ISD

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DR

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8/1/23

Date: _____

Date: _____

PART A
GENERAL CONTRACT TERMS

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 23-SPC-AEL-004

SECTION 1 - PARTIES TO CONTRACT

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2023 and shall terminate June 30, 2024 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$2,045,024.90 This funding is comprised of the following categories:

AEL Combined Program Funds:	\$1,735,489.60
Performance Funding	\$ 49,024.80
El Civics	25,000.00
Professional Development:	\$ 35,510.50
Total:	\$2,045,024.90

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

SECTION 4 - LEGAL AUTHORITY

4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:

- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
- The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
- The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
- Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
- Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
 - 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
 - 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
 - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
 - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
 - 7.1.4 Provide services as listed in section 20.7 of grant application.
 - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
 - 7.1.6 Submit monthly expenditure reports to the Board.
 - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
 - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
 - 7.1.9 Provide year-round services with no break in service delivery.
 - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
 - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
 - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
 - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
 - 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
 - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
 - 7.2.2 Participate in quarterly Consortium meetings.
 - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
 - 7.2.4 Participate in planning and design of standardized program components.
 - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
 - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
 - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
 - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
 - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
 - 7.2.10 Seek new partnerships to provide additional student support services.
 - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
 - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
 - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

10.4 Expenditure Rates/De-obligation of Funding

- 10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.
- 10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.
- 10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
- 11.1.1 Any specific term or condition within this Contract,
 - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
 - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
 - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
- 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
 - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
 - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.

- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,
 - 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the

Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a subcontractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.

- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.

- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.

- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a

financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the

requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.
- 20.3 An Incident Report regarding such an act must be submitted to:
 - Tarrant County Workforce Development Board
 - Attn: Jack Cummings
 - 1320 S. University Drive, Suite 600
 - Fort Worth, Texas 76107-5780
- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.
- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.
- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:
 - 20.6.1 Further investigation;
 - 20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
 - 20.6.3 Other corrective action, as may be appropriate.
- 20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

- 21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and

conflict of interest provisions including, but not limited to, the following:

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.

21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and

21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board

Contracting Guidelines, Part 20, Chapter 801, Subchapter C.

(2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
 - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
 - 23.1.4 The Age Discrimination Act of 1975, as amended;
 - 23.1.5 The Americans with Disabilities Act, as amended;
 - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
 - 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:

- temporary withholding of payments,
- disallowance of costs,
- whole or partial suspension,
- withholding of further awards or
- other remedies that may be legally available.

26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

26.3 Performance Sanctions

26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.

26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

26.4 Financial Related

26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.

26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method or payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.

26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall

repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.

- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request

assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board.”

- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.
- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and

employees who are on official business incidental to a contract.

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

SECTION 38 - BONDING AND INSURANCE

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

38.1 Contractor Bonding Requirements

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do

qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the

Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District
5701 Meadowbrook Drive

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.’s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity;
 - 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Dr. Angelica Ramsey
Superintendent Fort Worth ISD

AR
MP

AR

8/1/23

Date: _____

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 23 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100			
Salaries	519,958.40		519,958.40
Fringe Benefits @ 12.072% of Salaries	71,219.78		71,219.78
Pooled Staff Wages		908,681.42	908,681.42
Pooled Staff Fringe		100,000.00	100,000.00
Other (Specify) Professional Development		35,510.50	35,510.50
Personnel Subtotal	591,178.18	1,044,191.92	1,635,370.10
II. Professional and Contracted Services - 6200			
Professional Services			
Partner Services			
Other Services - FWISD Maintenance/Printing	7,200.00		7,200.00
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Mobile Phone/Wireless Services	60,000.00		60,000.00
Rent/Lease (Xerox/Pods)	13,500.00		13,500.00
Professional and Contracted Services Subtotal	80,700.00	-	80,700.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	3,600.00	117,024.80	120,624.80
Postage			
Printing under 6200			
Computer Hardware		41,870.00	41,870.00
Testing Materials		20,000.00	20,000.00
Software Purchases		106,985.00	106,985.00
Software Usage Fees			
Other - (Specify) - Fuel for program van	900.00		900.00
Other - (Specify) - Furniture - file cabinets, chairs, etc.	3,500.00	1,000.00	4,500.00
Operations Subtotal	8,000.00	286,879.80	294,879.80
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	20,075.00	12,800.00	32,875.00
Indirect Costs			
Other Operating Expenses Subtotal	21,275.00	12,800.00	34,075.00
GRAND TOTAL	701,153.18	1,343,871.72	2,045,024.90

**FWISD
2023-2024
Allocation**

AEL Combined	\$ 1,735,489.60
Performance Funding (holdback)	\$ 49,024.80
ELCIVICS	\$ 225,000.00
Professional Development	\$ 35,510.50
Total	\$ 2,045,024.90

**Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet**

Cost Category / Line Item	Management & Operations Funds Source Allocation					Education Services Fund Source Allocation				
	AEL Combined	ELCivics	PD	Perf Reserve	Total	AEL Combined	ELCivics	PD	Perf Reserve	Total
I. PERSONNEL - 6100										
Personnel Subtotal	591,178.18				591,178.18	793,281.42	215,400.00	35,510.50		1,044,191.92
II. Professional and Contracted Services - 6200										
1 6249 Maintenance	1,200.00				1,200.00					
2 6256 Trimble	60,000.00				60,000.00					
3 6264 Xerox	6,500.00				6,500.00					
4 6267 Lease of Pads	7,000.00				7,000.00					
5 6299 Contract Services/Printing	6,000.00				6,000.00					
Professional and Contracted Subtotal	80,700.00				80,700.00					
III. Supplies and Materials - 6300										
1 6311 Fuel	900.00				900.00					
2 6399 Supplies/Materials	3,600.00				3,600.00	33,000.00			14,024.80	47,024.80
3 6321/6329 Textbooks & Reading Materials						50,000.00			20,000.00	70,000.00
4 6329 Software Licenses						97,385.00	9,600.00			106,985.00
5 6339 Test Materials						20,000.00				20,000.00
6 6396 Technology						26,870.00			15,000.00	41,870.00
7 6398 Furniture	3,500.00				3,500.00	1,000.00				1,000.00
Operations Subtotal	8,000.00				8,000.00	228,255.00	9,600.00		49,024.80	286,879.80
IV. Other Operating Expenses - 6400										
1 6411 OMR Staff Mileage Reimbursement	1,200.00				1,200.00					
2 6411 Travel	20,000.00				20,000.00	12,380.00				12,380.00
3 6495 Dues	75.00				75.00	420.00				420.00
4 enter line item name										
5 enter line item name										
Other Operating Expenses Subtotal	21,275.00				21,275.00	12,800.00				12,800.00
TOTAL	701,153.18				701,153.18	1,034,336.42	225,000.00	35,510.50	49,024.80	1,343,871.72



Salary Detail

Contractor Name: Fort Worth ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Director	Lewis, Nydia	47.13	40	48	90,489.60
2	Administrative Assistant	Portales, Mayra	26.90	40	48	51,648.00
3	Coordinator, Quality Assurance	Whisonant, Amanda	36.08	40	48	69,273.60
4	Coordinator, PD	Silver Rodriguez, Carmen	38.05	40	48	73,056.00
5	Career Pathway Navigator	Henton, Patrice	36.08	40	48	69,273.60
6	Technician - TEAMS	Maldonado, Jose Angel	21.95	40	48	42,144.00
7	Technician - TEAMS	Montez, Leslie	19.49	40	48	37,420.80
8	Technician - TEAMS	Diaz Navarro, Carmen	19.49	40	48	37,420.80
9	Technician - TEAMS	Vacant	19.49	40	48	37,420.80
10	Specialist Workforce Integration	Vacant	26.82	40	48	51,494.40
11	Receptionist	Vacant	8.29	40	48	15,916.80
12	Warehouse	Vacant	10.00	30	48	14,400.00
Program M & O Subtotal						589,958.40
Education Services						
1	Career Navigator	Johnson, Frankie	35.00	20	48	33,600.00
2	Teacher Facilitators	37 TF @ an average \$315 (11,655)	35.00	9	39	454,545.00
3	Teachers	90 @ an average \$210 (18,900)	35.00	6	39	737,100.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
Education Services Subtotal						1,225,245.00
Total						1,815,203.40

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: N/A

Description: _____

2. Is this facility owned by your organization or leased?

Owned *a* Leased *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes *a* No *a*

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?

How much of that will be used for this Board Program?

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ _____ per month

3. How much do you propose to charge the Board for using this facility?

\$ _____ per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

5. How have you arrived at the amount to charge the Board?

6. Is there any other information about this facility or these charges you need to provide?

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

Category	Line Item	Description	Amount
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Program Management and Operations

Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.		1,234.56
6249	Maintenance/repair - FWISD		1,200.00
6256	Utilites - Tmobile (hotspots/cell phones)		60,000.00
6264	Copy Machine for office - Xerox		6,500.00
6267	Lease of POD for storage		7,000.00
6299	Contracted services - Printing		6,000.00
6311	Fuel for program van to transport materials		900.00
6398	Furniture		3,500.00
6399	Supplies		3,600.00
6400	Travel		21,275.00

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

Category	Line Item Name	Description	Amount
----------	----------------	-------------	--------

Education Services

Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
6321	Instructional materials - textbooks & reading materials	70,000.00
6329	Software license/seats Burlington, Essential ED & Cambridge	106,985.00
6339	Testing seat activation CASAS	20,000.00
6396	Technology	41,870.00
6398	Furniture	1,000.00
6399	Supplies	47,024.80
6411	Staff Development travel	12,800.00

PART C
STATEMENT OF WORK

FWISD 2023-2024 STATEMENT OF WORK

A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 65% student numbers are met by the proposed date of December 1, 2023.

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to provide the following services during the 2023-2024 year:

Total Number of Students Served 1680

- 1300 Traditional
- 145 IET
- 110 Intensive
- 100 EL Civic
- 25 EL Civic

FWISD AEL in-person and remote classes will continue to provide traditional ABE/ASE, ESL, IET and Intensive services to students across Tarrant County. FWISD is currently working to add two workplace sites and expand the Re-Entry class to increase our intensive goal. We also plan to add a new IET for the 2023-2024 program year. The Director and Performance Quality Assurance Coordinator will oversee; monitor to ensure that the 65% benchmark is met by December 31, 2023. We have implemented a year rounded schedule as well including distance learning. Additionally, we have developed and implemented standard operation procedures to ensure accurate, systemic & timely data collection and entry into the TEAMS system.

2. Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services including the AEL Academy Model, Adult Vocational Academy, Remote Classes, and manage resources. Additionally, describe your classroom re-design to encompass the Math, Reading, Writing, and Career Pathways required through the new Content Standards.

The Director, Professional Development Coordinator and Mentoring Team will provide PD opportunities to assure instructors utilize innovative instructional strategies, to include remote learning, distance learning, project based and cooperative learning. Instructors are expected to integrate the use of technology in their classrooms to support student learning, accelerate concept mastery and to improve overall student achievement. Career Navigators, Follow-up Specialist, Teacher Facilitator, Teachers and Data Specialist will work in concert to assure IET documentation is submitted and captured in TEAMS as required by the grant. Fort Worth ISD Student Placement Center is an example of our delivery system, which follows the Academy Model. Our goal is to begin adding Academy Model at all sites/classes by January 2023. As students complete their first round of basic ABE/ASE or ESL class, the Career Navigators will provide students with ongoing career counseling and facilitate their enrollment in various IET classes or enrollment in Postsecondary education includes universities and colleges.

The Professional Development Coordinator and Mentoring Team will offer a minimum of 6 hours for training in the Principals of Adult Learning, Goal Setting, Remote and In-person Instructional Strategies, and Literacy to prepare our teacher for success in the classroom. ABE/ASE and ESL teachers will provide both individual and whole-group instruction in the areas of Math, Reading, Writing and Career Pathways in accordance with the unique developmental needs of students as determined by pre- and post- assessment data. To enhance instructor effectiveness, teachers are required to participate in engaging and innovative professional development opportunities that model and reinforce the instructional strategies expected in their classrooms. Lesson plans should be engaging, support literacy development and career skills, and are monitored by AEL staff throughout the program year.

3. How will you ensure that there is a non-break in service delivery encompassing a year-round program?

We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning, remote and in-person classes year-round.

4. How will you ensure that there are bi-weekly scheduled registrations supporting an open enrollment model for continuous service?

Fort Worth ISD AEL program has created a registration team currently, we are hosting in-person registration biweekly. All sites will be required to host monthly registration sessions until classes are filled.

Once classes are filled, students will be referred to remote classes or a different site location. If student will also be given an option by the TF to be placed on a waiting list, the TF will provide students with engaging activities of on- line resources such as Texasrealitycheck.com, GED.com and USA Learns so that these students can continue their learning momentum while preparing for class space to open. Should space become available, the TF/or Follow-up Specialist or call center staff will call waitlisted students to schedule registration. If students are willing to attend classes at an alternate location or remotely, the TF will refer them to the nearest site with available seats or to the remote registration specialist. To ensure that all available sites are following the bi-weekly registrations model, the Mentoring Team and Teacher Facilities will oversee, and implement registration.

5. Describe how you will determine staff training needs and ensure that there is a Professional Development plan to address the requirements and needs as it relates to student Instruction and completion.

The Director and Professional Development Coordinator will collaborate on staff development trainings that will increase educators' knowledge and enhance their professional skills, deepens educators' understanding and appreciation for the varied needs of students and enhances educators' capacity to facilitate the learning success of all students. We will also provide staff survey to receive feedback on what type of PD is needed to ensure structure and means through which educators continuously enhance their professional competency and state requirement.

6. Describe how you will ensure that participants receive the required Measurable Skills Gain and Credential prior to exit of the program.

All MSG achievements preparation will begin in the classes with quality instruction. Teacher Facilitators, Data TEAMS Specialists, Quality Assurance Coordinator and the Director will monitor and oversee the tracking and data entry of MSG achievements. IET's Post Secondary's are tracked by an assigned TEAMS specialist. The educational functioning level gain (Type 1) will be determined by using an approved NRS assessment during the initial (pre) entry into the class. Once the student has met the direct instructional hours (41/61), a post assessment will be given to determine if a gain has been met. The pre/post assessment scores will be entered into TEAMS within two weeks (biweekly) from the date of assessment submission. The assigned data TEAMS specialist will enter, track and monitor the student's achievements in TEAMS on a bi-weekly basis.

7) Describe how you will ensure that all grant required positions are filled with dedicated staff to those positions. Required staff are Director/Manager, Data Entry, PD Lead, DL Lead, Career Navigator(s), and Follow Up Specialist?

Fort Worth ISD AEL program has ensured that all required positions have been filled with dedicated staff. The Follow-up Specialist position is required as we are currently in the process of interviewing for this position, and it will be filled by September 1, 2023.

8. Describe how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services including follow up activities and the position responsible for follow-up.

To enhance integration of services for our students, FWISD staff will attend monthly Career Center Monthly meetings initiating and continuing communication with community partners, visit their locations to learn more about their services, and collaboratively develop opportunities to partner where possible.

9. How will the services your organization is proposing significantly increase the likelihood of student employability related to Integrated Education and Training or Post- Secondary enrollment?

To ensure success and likelihood of student employment, FWISD classes utilize contextualized lessons to guide their instruction and integrate SMART goals into their instructional activities. The Career Navigators will provide ongoing career counseling and guide students through the Transitions, IET, or post-secondary enrollment process. Upon successful completion of IET courses, students are eligible to pursue licensure/certification by passing the corresponding state exam. These activities will be overseen by the Career Navigator.

10) How do the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?

To FWISD OAE strategically provides educational opportunities, career counseling and career training through a network of community partners to include entities of higher education and local businesses in high-demand industries throughout the Tarrant County Community. The OAE will systematically advertise, recruit and support program participants from intake to program completion to strengthen their economic, developmental and educational opportunities.

B. Program Objectives

1. How do you plan to outreach for the services your organization is proposing to ensure year- round services are available with a non-break in service delivery?

The OAE utilizes a comprehensive outreach approach to include Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith-based institutions, Social Media, presence at Tarrant County community activities and direct marketing through each site to reach students in the immediate community. These marketing efforts are led by the FWISD OAE administrative team with the intent to impact registration and attendance that support year-round classes throughout the year.

2. Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.

All staff will review and evaluate contracted performance objectives from the previous year at the initial PD training. The proposed 2023-2024 outcomes will be part of the PD plan which would include strategies and processes to ensure that all staff assist in meeting these targets. Each of the program offerings will meet the assessment requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. Students who successfully complete their program will move us closer to our overall county target.

c. Organization Capability/Demonstrated Effectiveness

1. How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.

2020-2021 was a successful year for FWISD Adult Education program while facing a national pandemic. While navigating thru the pandemic our HSE enrollment increased over 40 percent, we exceed our ESL Civic targets, added new two IETs, partnered with TCC to added Medical Front Office, Medical Coding and Billing to the AEL academy and for the first time we met our IET targets. Three Coordinators were added to the team, Performance and Quality Assurance Coordinator, Career Pathway Navigator Coordinator and Professional Development & Instructional Support Coordinator. We added three ESL for Professional classes, and equivocated several students, degrees from other countries.

2021-2022 school year was an outstanding for FWISD Adult Education program. We successfully meet our Intensive and IET targets by going above and beyond. Also, we held the first IET graduation in the Consortium and celebrated the students that had completed the Career training programs. The Performance and Quality Assurance Coordinator, and Professional Development & Instructional Support Coordinator completed the ALEA training in leadership. There were, also an increase in HSE enrollment, and MSG gains this school year.

2022-2023 was a successful year with the IETs career training we exceeded our target goal for the year. We implemented a new state assessment CASAS for all students that will allow the program to use one assessment. We open the first HSE Fast-track class for students that are advanced and ready to take their HSE exam. FWISD program was also featured by a local new outlet for the great work and resources we are providing in the community.

2. Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.

Program Director: is an education professional with experience in program /systems management, knowledge of budget development and oversight, and supervisory experience. She has 5 years of experience in this position and almost 9 years of supervisory. She was a full-time adult education teacher that has 12 years of experience in ABE/ ASE and ESL classrooms. She holds a master's degree in Educational Leadership. She also has K-12 experience as a certified teacher in the state of Mississippi where she enjoyed success in the classroom. She is an exceptional communicator and serves as a liaison between FWISD and Texas Workforce Solutions.

Performance and Quality Assurance Coordinator: has 10 years of AEL experience as a teacher, trainer and facilitator. Administrator for the AEL program for more than 3 years. Facilitated online and in-person registration efforts for more than 4 years, with years knowledge of AEL policy and procedures.

Professional Development Coordinator: Oversees professional development providing equitable distribution of services to instructors and students. She is also responsible training staff, assisting with staff assignments, entering PD in TEAMS, while ensuring staff meet their PD requirement each year. She has an education background in AEL and working in student support services.

Career Pathway Navigators: An educator for over 40 years and has been in Adult Education since 2007 and has worked in many capacities. She has a Bachelor of Science in Special Education, Master of Education in Educational Administration, and a Doctor of Education in Administration Leadership for Teaching.

An educated professional that has serves in different capacity. She was an instructor, Teacher Facilitator with the AEL program for three years and Data/HR Coordinator before transitioning to my current role. Her experience includes analyzing data, recruitment and working with a diverse group of individuals. She has worked in the capacity of case

management, secondary school's instructional teacher, and other outreach organizations in which she displayed dedication and positive outcomes to those individuals that were served. She has a passion for working with individuals that seek guidance and resources that will help them better their lives.

The Mentor Team: includes successful, experienced educators with advanced post-secondary degrees. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.

Data Lead staff: The Data Lead has been with the program for 12 years. He has worked in different capacity within Adult Education and has used his skills and experience to lead the TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. His staff includes full time and part-time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The Quality Assurance Lead and his team have done the work to build processes in house and relationships with staff and partners in a way that has allowed the office to increase its efficiency and accuracy dramatically.

Career Pathway Navigator: has been an educator for over 40 years and has been in Adult Education since 2007 and has worked in many capacities.

She has a Bachelor of Science in Special Education, Master of Education in Educational Administration, and a Doctor of Education in Administration Leadership for Teaching.

Administrative Associate: attended TCCD majoring in Business Administration and have 29 years of experience with Adult Education. She provides support to the director, tracks and monitors the AEL budget, prepares and processes payroll, reconciles budget expenditures, and generates purchase orders and requisitions.

DL Leads: consist of two educators that have been with Adult Education over 10 years and in education over 25 years. They both have years of Digital Literacy and provide Educational Technology effort for our program.

Data Team Specialists: FWISD has three Data Team Specialist that is responsible for entering accurate student's data in TEAMS. The first Specialist has been with FWISD adult education in some capacity for over 16 years part time and now is fulltime. She has worked in education in the following areas at Crowley she served as a TA in an elementary setting and at Birdville, she served as a Family Engagement Specialist for 5 years under a 21st Century grant. With Denton ISD she served as a Community Outreach Coordinator and Professional Development specialist under the Adult Education grant funded by TEA.

The next specialist attended College majored in Early Childhood and attained a degree. She has worked in Adult Education for many years with one of our former AEL partners.

General Teaching Staff: All OAE instructors are degreed professionals that have demonstrated success in the classroom. The greater majority are certified retired or current full-time teachers. All new instructors are assigned a mentor and shadowing hours to support and improve their teaching proficiency.

D. Financial Management/Cost Effectiveness

1. How do you monitor those costs are reasonable, necessary, and allowable?

The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allow ability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420). The general principles state that costs must:

- **Be reasonable and necessary:**
 - o A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
 - o Necessary is defined as costs needed to carry out the grant activities and identified on the plan.
- **Be allocable to the award.** All services and goods acquired by the grant are aligned and used in the grant.

- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same *purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- *Are determined in accordance with generally accepted accounting principles (GAAP).*
- *Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.*
- *Be the net of all applicable credits.*
- *Be adequately documented.*

2. How do you monitor expenditure to ensure that you are on track for spending?

Expenditure is monitored monthly using a tracking system that we have in place using our reports from Munis along with the Consortium expenditure report.

3. What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?

The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines. This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.

All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200- Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories:

- i compensation/benefits; and
- ii non-compensation (contracted services, supplies, services, travel or equipment).

The district's Indirect Cost Rate, or the maximum allowable rate, whichever is less, will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs and will post the entry to the finance general ledger.

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds. If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund (Fund 199), the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.

- E. Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.

The FWISD Business and Finance Division will perform multiple roles. However, adequate controls of separation of duties will be maintained always. The departments are:

- Accounting Compliance
- Accounts Payable
- Budget and Finance
- Compensation and Employee Records
- Records Management
- Grants Development, Management and Monitoring (G&D)
- Fiscal Business Operations
- Purchasing
- Payroll, Benefits and Risks

All Business and Finance Division staff are expected to comply with the: Code of Ethics and Standard Practices for Texas Educators [Board Policy DH {Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.



Signature Date

AA

8/1/23

Dr. Angelica Ramsey, Superintendent
Typed or Printed Name and Title of Authorized Representative

Fort Worth I.S.D.
Organization

100 N. University Dr. SW 203
Address

Fort Worth, Texas 76107
City, State, Zip Code

CONSENT AGENDA ITEM
BOARD MEETING
August 28, 2023

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH TEXAS CHRISTIAN UNIVERSITY FOR THE W.T. GRANT FOUNDATION INSTITUTIONAL CHALLENGE GRANT**

BACKGROUND:

Through application for a W.T. Grant Foundation Institutional Change Grant, TCU College of Education proposes a partnership with Fort Worth Independent School District to reduce inequality in mental health access and improve academic outcomes for FWISD youth. Suggested partnership work includes evaluating the current TCU/FWISD Counseling Clinic to improve services as well as create a working model for replication for future University/community partnerships. Research fellows at TCU and FWISD would work together to develop a long-term, mutually beneficial collaboration to promote the production and use of rigorous and relevant research evidence. The partnership leadership team would include the principal investigator from TCU and co-principal investigator from within FWISD.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Texas Christian University for the W.T. Grant Foundation Institutional Challenge Grant
2. Decline to Approve Memorandum of Understanding with Texas Christian University for the W.T. Grant Foundation Institutional Challenge Grant
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding with Texas Christian University for the W.T. Grant Foundation Institutional Challenge Grant

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Texas Christian University

PURCHASING MECHANISM:

Memorandum of Understanding

PARTICIPATING SCHOOL(S)/DEPARTMENTS(S)/EDUCATIONAL ENTITY:

Family Resource Centers

RATIONALE:

This partnership could serve as the basis for evaluating the impact of the TCU/FWISD Clinic in striving to reduce barriers of transportation, location, cost, counselor availability, and counselor multicultural competence. By investigating client attendance, client retention, and client perceptions of the client/counselor relationship we will add depth to the current understanding of how university sponsored school-based community counseling clinics can meet the needs of American youth by significantly reducing barriers to care. Furthermore, by focusing on this specific partnership, findings can inform structural changes needed on the part of TCU College of Education Center for Public Education and Community Engagement (CPECE), to foster future community partnerships that will positively impact youth outcomes. From the perspective of FWISD, these findings can also inform decisions the district makes in future collaborations with other service providers.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services
Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

**Memorandum of Understanding
Between Texas Christian University and the Fort Worth Independent School District
for W.T. Grant Foundation Institutional Change Grant**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into as of the date of execution, by and between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted independent school district, ("District" or "FWISD") and Texas Christian University (hereinafter referred to as "TCU"). TCU and District may be collectively referred to as the "Parties" or individually as a "Party."

TCU College of Education proposes a partnership with the District to reduce inequality in mental health access and improve academic outcomes for District youth. Suggested partnership work includes evaluating the current TCU/FWISD Counseling Clinic to improve services and create a working model for future university/community partnerships. The purpose of this Memorandum of Understanding ("MOU") is to identify the roles and responsibilities of each Party.

Through the application for a W.T. Grant Foundation Institutional Change Grant, research fellows at TCU and FWISD will work together to develop a long-term, mutually beneficial collaboration to promote the production and use of rigorous and relevant research evidence.

I. TCU Commitments

1. Serve as the Lead Education Agency (LEA) which maintains the administrative functions and compliance for the grant award in partnership with the District.
2. Work with the District to develop a long-term mutually beneficial collaboration to promote the production and use of rigorous and relevant research evidence. The partnership leadership team includes the Principal Investigator (PI) from TCU and a Co-Principal Investigator (Co-PI) from the District.
3. Evaluate the current TCU/District Counseling Clinic to improve services and create a working model for replication for future university/community partnerships.
4. Serve as the project manager to ensure objectives are met within the designated timeline.
5. Provide technical assistance to accomplish the project objectives.
6. Develop communications to share highlights and outcomes of the work with external stakeholders.
7. Establish a Data Sharing Agreement (DSA) with the District that outlines the definition, use and treatment of data needed to support the project; including general conditions, terms, and amendments as well as termination procedures.
8. Create a timeline and cadence for data requests for the project in order for a data file with de-identified student records can be provided to TCU from District in accordance with the DSA entered into by the Parties.
9. Obtain informed consent, including consent to record, from District parents and/or guardians.
10. Submit a formal request through the District's CERR (Committee for External Research Review) process for approval for any research associated with this project to be published in any professional journals, conferences, etc.

II. District Commitments

1. Champion TCU as the LEA for the research project and leverage whatever District support and resources to assist in its facilitation.
2. Work with TCU to develop a long-term, mutually beneficial collaboration to promote the production and use of rigorous and relevant research evidence. The partnership leadership

team will be the principal investigator from TCU and a Co-Principal Investigator (Co-PI) from FWISD.

3. Provide access to the TCU/District Counseling Clinic and work with FWISD clinical staff to support the research partnership.
4. Ensure objectives are met within the designated timeline outlined by TCU.
5. Assist in facilitating the completion of DSA with its internal stakeholders.
6. Provide technical assistance in making certain that parental and guardian consent is collected and properly documented based upon District's procedures.
7. Compile data files for TCU as agreed upon in DSA.
8. Fort Worth ISD acknowledges that TCU will report the results of research studies conducted as part of the Grant, including under the terms of the Grant. TCU may publish articles concerning the research project in professional journals. TCU shall not report results of TCU with reference to the District or any school participating in the study without the written permission of the District. TCU and its affiliates agree to provide all drafts intended for publication to the District a minimum of thirty (30) days in advance of publication in order to allow for the correction of inaccuracies or misstatements, and to ensure that the anonymity of the District and its schools is acceptable to the District.

III. Term

This Agreement will be effective from the date of signing and shall terminate on August 31, 2026 ("Initial Term") unless earlier terminated under the terms of this MOU. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

IV. Termination

This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

V. INDEMNIFICATION

1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TCU MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF TCU, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY TCU OR ANYONE THAT TCU CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
2. This section must survive the termination of the Agreement.
3. TCU understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

VI. General Provisions

1. **Confidentiality.** Both Parties hereby agree not to divulge any proprietary or confidential information to any person without written authorization from the other Party. If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), both Parties agree to comply with all relevant confidentiality requirements regarding a student’s personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
2. **Limitations of Authority.** No Party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the Parties, and neither of the Parties will make such representation.
3. Nothing in this MOU waives or relinquishes the Parties’ rights to claim any exemptions, privileges, or immunities as may be provided by law.
4. **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District:

Fort Worth Independent School District
Attn: David Saenz
100 N. University Dr.
Fort Worth, Texas 76107

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr.
Fort Worth, Texas 76107

To TCU:

Texas Christian University
Frank Hernandez
TCU BOX 297900
Fort Worth, TX 76129

With Copy to:

Matthew L. Wallis
Director of Contract Administration
TCU Box 297011
Fort Worth, TX 76129

5. **Entire Agreement.** This MOU represents the entire agreement by and between the Parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and TCU that relate to the subject matter of this MOU. Any representations, promises, or guarantees made, but not stated, in the body of this MOU are null and void and of no effect.
6. **Assignment.** Neither Party may assign their interest in this MOU except upon the written consent of the other Party.
7. **Severability.** If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
8. **Amendments.** Any change to this MOU must be in writing and signed by both Parties.
9. **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.
10. **Applicable Law.** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
11. **Public Records.** TCU understands and agrees that the District is subject to the Texas Public Information Act (“TPIA”) and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to TCU but assumes no other responsibility.
12. **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
13. **Venue.** The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

VI. Signatory Clause

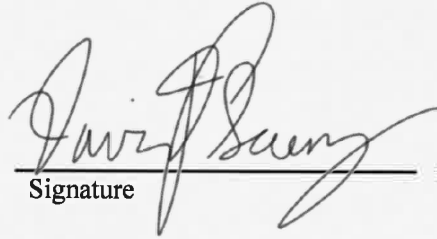
The individuals executing this Agreement on behalf of the District and TCU acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All Parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

NOW, THEREFORE, THE PARTIES TO THIS MOU AGREE TO ITS TERMS AND CONDITIONS AND AUTHORIZE THEIR AGREEMENT WITH THE SIGNATURES BELOW:

Fort Worth Independent School District

David Saenz, Ed.D.
Chief, Strategic Initiatives & Partnerships
Name/Title



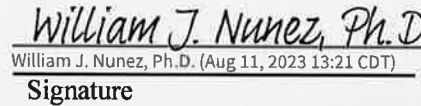
Signature

08/11/2023

Date

Texas Christian University

William J. Nunez, Ph.D. Vice Chancellor, Finance and Administration
Name/Title


William J. Nunez, Ph.D. (Aug 11, 2023 13:21 CDT)
Signature

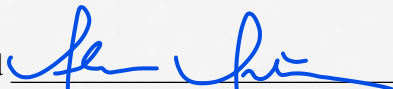
Aug 11, 2023

Date

Fort Worth Independent School District

Signed _____
Dr. Camille Rodriguez
Board President

Signed _____
Dr. Angelica M. Ramsey
Superintendent of Schools

Signed  _____ 08/14/2023
Legal Counsel for District

TCU College of Education proposes a partnership with Fort Worth Independent School District to reduce inequality in mental health access and improve academic outcomes for FWISD youth. Suggested partnership work includes evaluating the current TCU/FWISD Counseling Clinic to improve services as well as create a working model for future University/community partnerships.

Research activity would be determined jointly, but could include elements such as:

- What characteristics are effective in maintaining and implementing a partnership between TCU and the surrounding community?
- What has contributed to the successes of the TCU/FWISD Counseling Clinic?
- What barriers exist in the partnership reaching its fullest capacity?
- How can this information inform existing and new collaborations with community partners for both TCU and FWISD?
- Are there characteristics in this partnership that could inform best practices for community-based research?

Through application for a *W.T. Grant Foundation Institutional Change Grant*, research fellows at TCU and FWISD would work together to develop a long-term, mutually beneficial collaboration to promote the production and use of rigorous and relevant research evidence. The partnership leadership team would include the principal investigator from TCU and the lead selected from within FWISD. Research-practice partnerships are defined as long-term, mutually beneficial collaborations that promote the production and use of rigorous and relevant research evidence, and are a promising strategy for better aligning researchers, policymakers, and practitioners in their efforts to reduce inequality.

This partnership could serve as the basis for evaluating the impact of the TCU/FWISD Clinic in striving to reduce barriers of transportation, location, cost, counselor availability, and counselor multicultural competency. By investigating client attendance, client retention, and client perceptions of the client/counselor relationship we believe we can add depth to the current understanding of how university sponsored school-based community counseling clinics can meet the needs of American youth by significantly reducing barriers to care. Furthermore, by focusing on this specific partnership, findings can inform structural changes needed on the part of TCU College of Education Center for Public Education and Community Engagement (CPECE), to foster future community partnerships that will positively impact youth outcomes. From the perspective of FWISD, these findings can also inform decisions the district makes in future collaborations with other service providers.

CONSENT AGENDA ITEM
BOARD MEETING
July 26, 2023

TOPIC: **APPROVE CONTRACT FOR STRATEGIC PLAN FACILITATION**

BACKGROUND:

The strategic plan provides the framework and guidance for Fort Worth ISD to fulfill our mission of preparing *ALL* students for success in college, career, and community leadership with optimal efficiency and impact. Last Spring, the Superintendent completed a listening tour and provided a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis from all the listening sessions. With new leadership, new state accountability guidelines, pandemic recovery efforts and new legislative requirements, it is critical that we engage the community and internal stakeholders in the development process for a new strategic plan. Fort Worth ISD needs to develop a multi-year strategic plan that establishes priorities aligned to the current needs of our community as we provide a high-quality education for all students.

The strategic plan will function as a roadmap for implementing priorities, a mechanism for measuring progress, and a process for ongoing, two (2) way communication with our community and stakeholders. The strategic plan will be data-driven and future focused. In partnership with our community, we will establish a plan which builds coherence and momentum to achieve our mission and student outcome goals. Utilizing the services of a contractor will provide field-proven methodology for strategic planning that is based on extensive research coupled with experience working with districts to develop and put powerful strategic plans into action to drive results.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract for Strategic Plan Facilitation
2. Decline to Approve Contract for Strategic Plan Facilitation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Strategic Plan Facilitation

FUNDING SOURCE: ***Additional Details***

General Fund 199-21-6291-001-999-99-417-000000

COST:

\$180,000

VENDOR:

District Management Group

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-K

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District - Wide

RATIONALE:

Developing a strategic and focused strategic plan that incorporates community input and effectively responds to the complex challenges of our school district is a difficult undertaking. This effort will require significant time and attention from district leaders and staff in addition to day-to-day responsibilities. To ensure the successful, on-time development of the strategic plan, Fort Worth ISD will hire a technical assistance partner organization to provide experienced, short-term capacity to the initiative and to ensure consistent focus on completing the activities and deliverables of the strategic planning process.

Fort Worth ISD solicited multiple proposals from local and national organizations to identify the best option for technical assistance support. Based on our review of proposals and assessment of our needs, we have identified the District Management Group (DMGroup) as the optimal partner. DMGroup submitted a comprehensive proposal that demonstrates their extensive experience supporting school districts with strategic planning, insightful perspectives and expertise about the opportunities and pitfalls of the strategic planning process, a great understanding of Fort Worth ISD's operating context based on their ongoing work with the District budgeting process, and a competitive proposal budget that is commiserate with the time

and effort required to support our strategic planning process.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

CONSENT AGENDA ITEM

BOARD MEETING

August 22, 2023

TOPIC: **APPROVE OPTIONAL FLEXIBLE SCHOOL DAY
PROGRAM APPLICATION FOR THE 2023 - 2024 SCHOOL YEAR**

BACKGROUND:

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code 29.0822(a).

For eligibility, the student needs to meet one of the following conditions:

- the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
- the student is attending a campus implementing an approved innovative campus plan; or
- the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
- the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
- the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

OFSDP is designed to meet the instructional needs and flexibility of our students in our Early College High Schools and Success High School credit recovery and dropout prevention program. The (OFSDP) program affords students the flexibility to attend college and high school courses when offered, which can include courses outside of normal school hours and days.

A student attending an OFSDP may be counted in attendance for the actual number of contact hours the student receives, not to exceed 1,080 hours per twelve-month period (180 6-hour school days, where one day is the equivalent of 360 minutes of teaching) including summer and vacation sessions, which is equivalent to one full-time student.

State required minutes of 75,6000, transportation, UIL competition, and FWISD attendance policies were considered and discussed when completing the OFSDP application and is an opt-in program for students.

Attached is a copy of the Application for TEA Optional Flexible School Day Program (OFSDP).

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Optional Flexible School Day Program Application for the 2023 - 2024 School Year
2. Decline to Approve Optional Flexible School Day Program Application for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Optional Flexible School Day Program Application for the 2023 - 2024 School Year

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Education Agency

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Inter-Local (IL) – Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Strategic Initiatives and Partnerships
CCMR and Enrichment
Marine Creek Collegiate High School
Tarrant County College South / Fort Worth ISD Collegiate High School
Texas Academy of Biomedical Sciences
Dunbar High School (ECHS/PTECH Academy and Summer Credit Recovery)
OD Wyatt High School (ECHS Academy and Summer Credit Recovery)
Polytechnic High School (PTECH Academy and Summer Credit Recovery)
Northside High School (PTECH Academy and Summer Credit Recovery)
Eastern Hills High School (PTECH Academy and Summer Credit Recovery)
Carter Riverside High School (PTECH Academy and Summer Credit Recovery)
South Hills High School (PTECH Academy and Summer Credit Recovery)

Diamond Hill Jarvis High School (PTECH Academy and Summer Credit Recovery)
Southwest High School (ECHS Academy and Summer Credit Recovery)
Young Men's Leadership Academy (TSTEM Academy and Summer Credit Recovery)
IM Terrell (TSTEM Academy and Summer Credit Recovery)
Success High School (PTECH, and Summer Credit Recovery, and Drop Out Recovery)
Arlington Heights High School (Summer Credit Recovery Only)
Paschal High School (Summer Credit Recovery Only)
Trimble Tech High School (Summer Credit Recovery Only)
Western Hills High School (Summer Credit Recovery Only)
Benbrook High School (Summer Credit Recovery Only)
Young Women's Leadership Academy (Summer Credit Recovery Only)
World Languages Institute (Summer Credit Recovery Only)

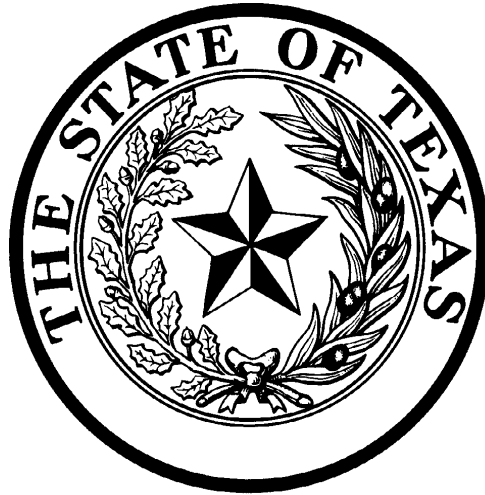
RATIONALE:

Approval of the Optional Flexible School Day Program for the 2023-2024 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year. This program will also allow families to have increased flexibility for college courses, as well as, opportunities for credit recovery and community dropout prevention.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

Texas Education Agency



APPLICATION

Updated July 2023

Optional Flexible School Day Program (OFSDP)

2023-2024

School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

Fort Worth Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

100 N. University Fort Worth, TX 76107

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, District Contacts
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. David Saenz

Authorized Signature

Typed Title Chief of Strategic Initiatives and Partnerships

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Dr. Camile Rodriguez, School Board President, 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Dr. Angelica Ramsey, Superintendent, 817-814-2000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: August

Day: 22

Year: 2023

Time: 5:30 PM

Location: Teaching and Learning Center , 1050 Bridgewood Drive, Fort Worth TX 76112

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Dr. Camile Rodriguez, School Board President, 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Dr. Angelica Ramsey, Superintendent, 817-814-2000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
 - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
 - b. Provide the location and a brief description of the in-person student engagement center.
 - c. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day to monitor student progress.

Appendix Four District Contacts

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contacts for the Application

District/Charter School Superintendent:	Dr. Angelica Ramsey
Mailing Address:	7060 Camp Bowie Blvd.
City, State, Zip Code:	Fort Worth, TX 76116
Telephone Number:	817-814-2000
Email Address:	superintendent@fwisd.org

District PEIMS Coordinator:	Tandi Smith
Email Address:	tandi.smith@fwisd.org

OFSDP Contact Name:	Dr. David Saenz
Email Address:	david.saenz@fwisd.org

OFSDP Contact Name:	Dr. Lisa Castillo
Email Address:	lisa.castillo@fwisd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

***All file names should include the district/charter school’s name**

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF BENBROOK FOR SCHOOL SECURITY SERVICES FOR THE 2023 – 2024 SCHOOL YEAR

BACKGROUND:

Fort Worth Independent School District and the City of Benbrook are entering into a Memorandum of Understanding for the services of four (4) police officers participating in the School Security Initiative at Western Hills High School, Benbrook Middle – High School, Benbrook Elementary School and Westpark Elementary School. The annual contract period is from September 1, 2023, through August 31, 2024.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and Benbrook Police Department to provide a safe and secure environment for education. District will pay 50% of all personnel costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2023 - 2024 School Year
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2023 - 2024 School Year

FUNDING SOURCE: *Additional Details:*

General Fund 199-52-6299-001-999-99-390-000000

COST:

\$249,750

VENDOR:

City of Benbrook

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Safety and Security Department
Western Hills High School
Benbrook Middle/High School
Benbrook Elementary
Westpark Elementary

RATIONALE:

Fort Worth ISD is partnering with the City of Benbrook to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Benbrook and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services
Daniel Garcia, Executive Director, Safety and Security

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises, and agreements contained herein, this agreement ("Agreement" or "MOU") is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Andy Wayman, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted independent school district (hereinafter referred to as "District,") acting by and through Dr. Angélica M. Ramsey, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT, and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this MOU, School Resource Officers shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of the District shall coordinate with District campus behavior coordinators and other District employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other

District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

City understands and agrees that all School Resource Officers under this Agreement will be required to attend District-sponsored racial equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this Agreement, there shall be four (4) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. The District agrees to share 50% of all personnel costs incurred by the City in this project.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this Agreement shall not exceed \$249,755.00 for the 2023-2024 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this Agreement is for a period beginning on September 1, 2023, and ending on August 31, 2024.

5.

This Agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to the District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice

to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of the notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this Agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this Agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance, (including liability coverage) provided to all police officers employed by the City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within its jurisdiction. These plans shall be kept confidential within the Benbrook Police Department for security purposes, but meetings shall be held with authorized representatives of the District to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for the maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged, and hold harmless the District from any and all claims, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or its connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance, or attempted performance of this Agreement will not discriminate against any person or persons because of sex, race, religion, color, or national origin, nor will either party permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court of federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, the venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution, performance or attempted performance, or non-performance of this Agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of the City and District have approved the execution of this MOU, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

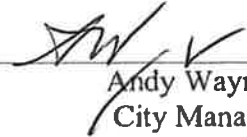
17.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Road, Benbrook, Texas 76126


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Benbrook, Tarrant County, Texas, this 20 day of July, A.D. 2023.

ATTEST CITY OF BENBROOK

By: 
Joanna King
City Secretary

By: 
Andy Wayman
City Manager

APPROVED AS TO FORM AND LEGALITY:

By: 
City Attorney

By: _____
FWISD Attorney

Date: 7/20/23

Date: _____

ATTEST FORT WORTH INDEPENDENT SCHOOL DISTRICT

^{Ar}
8/15/23

By: _____
Dr. Angélica M. Ramsey
Superintendent of Schools

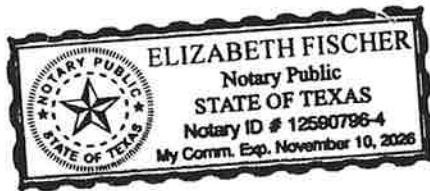
By: _____
Dr. Camille Rodriguez
Board President


STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of
July, 2023.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Angélica M. Ramsey, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

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

Notary Public in and for the State of Texas

EXHIBIT A

The Fort Worth Independent School District ("District") approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and the District's authority to handle discipline and give consequences. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, "the duties [of SROs] must be included in ...any memorandum of understanding providing for a school resource officer." Specifically, the Student Code of Conduct states:

"To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are "crime prevention, intervention with students and enforcement of the law."

SRO ROLES AND RESPONSIBILITIES

- SRO will collaborate with school administrators to establish and maintain a safe and secure learning environment.
- SRO will assist with conflict resolution efforts and build a positive rapport with students, parents, visitors, and campus staff.
- SRO will conduct activities that will help to maintain order, by enforcing state laws and city ordinances.
- SRO will conduct foot patrols and monitoring of District campuses to deter criminal activity.
- SRO will work closely with school administration to develop and train school staff in responding to various crisis situations once approved by the SRO's chain of command as well as the District's Safety & Security department.
- SRO will utilize the District radio communication system in order to be accessible to District staff during their shift.
- SRO will assist campus administration in the removal of any unauthorized persons on the campus during their shift.
- SRO will assist school administration with campus security and safety concerns.
- SRO will participate as a member of the campus threat assessment team as outlined by Senate Bill 11 for the purposes of assessing risks and threats in school.
- SRO will assist with traffic on public and school property to ensure proper traffic flow around school campuses.

CONSENT AGENDA ITEM

BOARD MEETING

August 22, 2023

TOPIC: APPROVE PURCHASE OF PHYSICAL EDUCATION EQUIPMENT, SERVICES, SUPPLIES, AND REPAIRS FOR MIDDLE SCHOOL AND HIGH SCHOOL PHYSICAL EDUCATION

BACKGROUND:

The State Board of Education, or SBOE, approved new Texas Essential Knowledge and Skills (TEKS) and new courses in middle and high school physical education. In order to effectively support the new curriculum and activities for the new courses and new TEKS, Fort Worth ISD (FWISD) middle and high schools need to have the appropriate and essential equipment. Students across FWISD will have access to equipment that supports the obtainment of learning outcomes to support physical literacy.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Physical Education Equipment, Services, Supplies, and Repairs for Middle School and High School Physical Education
2. Decline to Approve Purchase of Physical Education Equipment, Services, Supplies, and Repairs for Middle School and High School Physical Education
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Physical Education Equipment, Services, Supplies, and Repairs for Middle School and High School Physical Education

FUNDING SOURCE: *Additional Details*

Special Revenue

282-11-6399-024-XXX-24-950-000155-22F32

COST:

ESSER Fund - \$882,760.96

VENDOR:

Gopher Sport

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 23-110
Number of Bids/Proposals received: 12
HUB Firm: 0
Compliant Bids: 12

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

FWISD Middle Schools

Applied Learning Academy	Benbrook	Daggett
Daggett Montessori	JP Elder	Forest Oak
Forest Oak 6th Grade	Martin J. Jacquet	William James
Kirkpatrick	Leonard	Jean McClung
W.P. McLean	McLean 6 th Grade	W. A Meacham
Meadowbrook	William Monnig	Morningside
Rosemont	Riverside	W. C. Stripling
Wedgwood 6th Grade	Wedgwood	Young Men' Leadership Academy
Young Women's Leadership Academy		International Newcomer Academy

FWISD High Schools

Arlington Heights	Benbrook	Amon Carter-Riverside
Diamond Hill-Jarvis	Paul Laurence Dunbar	Eastern Hills
North Side	Paschal	Polytechnic
South Hills	Southwest	Green B. Trimble Tech
Western Hills	World Languages Institute	O.D. Wyatt
Young Men's Leadership Academy	Young Women's Leadership Academy	

RATIONALE:

Teachers will have the equipment and supplies needed to deliver and meet student learning outcomes within the TEKS based scope and sequence of the middle school and high school physical education programs.

INFORMATION SOURCE:

Charlie Garcia, Associate Superintendent, Learning and Leading Service Network #2

1
5
3

Delivery Criteria

If you responded **No** to the above **Attribute #152** please, explain why you responded No.

Provide details as to why you would not be able to have all items delivered and invoiced to Fort Worth ISD by June 30, 2024.

No response

1
5
4

Multiple Awardees

Fort Worth ISD reserves the right to award to one or multiple vendor's based on the needs of the District.

Bid Lines

1

Package Header

Middle School PE Equipment Package

Quantity: 1 UOM: EA Total:

Package Items

1.1 Aluminum Relay Baton - Purple - 1-1/2" dia x 12"L

Quantity: 312 UOM: EA Price: Total:

1.2 Rainbow QuickTurn Licorice Speed Ropes - 8" L

Quantity: 468 UOM: EA Price: Total:

1.3 Rainbow QuickTurn Licorice Speed Ropes - 9" L

Quantity: 468 UOM: EA Price: Total:

1.4 PaddlePro Paddle - Wood - 8"W x 15-3/4"H; 7 oz

Quantity: 936 UOM: EA Price: Total:

1.5 Rainbow UltraGrip Big Bat Foam Baseball Set 29" L

Quantity: 156 UOM: EA Price: Total:

1.6 ResisDent Ball - Softball, White, 4" dia white

Quantity: 936 UOM: EA Price: Total:

1.7 StabiliTee Batting Tee - 17"W x 17"L; 9 lb

Quantity: 156 UOM: EA Price: Total:

1.8 Teaching Beanbags - Numbers, 5" sq

Quantity: 2080 UOM: EA Price: Total:

1.9 Rainbow TeddyBall Fleece Balls - 4' dia

Quantity: 936 UOM: EA Price: Total:

1.10 Rainbow Foam Baseball - 29' L

Quantity: 312 UOM: EA Price: Total:

1.11 Paddle Balls 1-1/2" dia

Quantity: 468 UOM: EA Price: Total:

1.12 SofTee Softball - Synthetic-Leather, 12", Yellow

Quantity: 468 UOM: EA Price: Total:

1.13 Stabilis Scooter - Indoor, Orange - 3" diaQuantity: 156 UOM: EA Price: Total: **1.14 Rubber Basketball, size 7**Quantity: 156 UOM: EA Price: Total: **1.15 Rainbow SoftPlay Training Volleyball - Fabric, 10 in dia**Quantity: 468 UOM: EA Price: Total: **1.16 Rainbow SoftPlay Training Volleyball - Fabric, 8 in dia**Quantity: 624 UOM: EA Price: Total: **1.17 Rainbow Rubber Soccer Ball, size 5**Quantity: 936 UOM: EA Price: Total: **1.18 ClickPro Flag Belt System - 6 Player Set, Red flags Medium**Quantity: 156 UOM: EA Price: Total: **1.19 ClickPro Flag Belt System - 6 Player Set, Red Flags Large**Quantity: 468 UOM: EA Price: Total: **1.20 ClickPro Flag Belt System - 6 Player Set, Blue Flags Medium**Quantity: 156 UOM: EA Price: Total: **1.21 ClickPro Flag Belt System - 6 Player Set, Blue Flags Large**Quantity: 468 UOM: EA Price: Total: **1.22 Standard Infator - 120 Volt**Quantity: 26 UOM: EA Price: Total: **1.23 1.2 hp Inflator/Deflator**Quantity: 26 UOM: EA Price: Total: **1.24 Vintage Antimicrobial Medicine Ball - 4 lbs, 7" dia Red**Quantity: 312 UOM: EA Price: Total: **1.25 ExerFit Mat - 48"L x 24" W x 3/8 "TH, Blue**Quantity: 468 UOM: EA Price: Total: **1.26 Utility Ball - 8.5" dia, Yellow**Quantity: 936 UOM: EA Price: Total: **1.27 Playground Ball - 8.5" dia Blue**Quantity: 156 UOM: EA Price: Total: **1.28 Stopwatch - Orange**Quantity: 52 UOM: EA Price: Total: **1.29 Stopwatch - Yellow**Quantity: 52 UOM: EA Price: Total: **1.30 Stopwatch - Green**Quantity: 52 UOM: EA Price: Total: **1.31 Team Wrist Bands - Orange**Quantity: 936 UOM: EA Price: Total:

1.32 Team Wrist Bands - YellowQuantity: 936 UOM: EA Price: Total: **1.33 Team Wrist Bands - Green**Quantity: 936 UOM: EA Price: Total: **1.34 Rainbow Kowabuga! Beach Ball - 12" dia**Quantity: 312 UOM: EA Price: Total: **1.35 Foam Bounce Balls - 6.3" dia**Quantity: 156 UOM: EA Price: Total: **1.36 SmashBalls - 7" dia**Quantity: 936 UOM: EA Price: Total: **1.37 Vinyl Cone - 18"H, Yellow**Quantity: 936 UOM: EA Price: Total: **1.38 ElevAir Deluxe Parachute - w/ 6 Handles, 6" dia**Quantity: 156 UOM: EA Price: Total: **1.39 UltraFit Latex-Free Resistance Band - Light, 50 yard, Orange,**Quantity: 26 UOM: EA Price: Total: **1.40 Rainbow VersaBag Mesh Bags - Large,(36"Lx 24"W)**Quantity: 468 UOM: EA Price: Total: **1.41 Stopwatch - Red**Quantity: 52 UOM: EA Price: Total: **1.42 Stopwatch - Blue**Quantity: 52 UOM: EA Price: Total: **1.43 Stopwatch - Purple**Quantity: 52 UOM: EA Price: Total: **1.44 Robic 12 Stopwatch Storage Case**Quantity: 26 UOM: EA Price: Total: **1.45 TumblePro Royal Mat - 2' Bonded Foam 4"x8"**Quantity: 52 UOM: EA Price: Total: **1.46 Rainbow DuraHoop Hoops - 36" dia**Quantity: 4056 UOM: EA Price: Total: **1.47 DOM Street Hockey Ball - 2-5/8" dia**Quantity: 468 UOM: EA Price: Total: **1.48 Frisbee Freestyle Disc - 10-1/4"**Quantity: 468 UOM: EA Price: Total: **1.49 Rainbow Vinyl Spots - 9" dia**Quantity: 1872 UOM: EA Price: Total: **1.50 Omnikin Kin-Ball w/ 2 Latex Bladders - 48" dia, Black**Quantity: 156 UOM: EA Price: Total:

1.51 DOM Excel Floor Hockey Set - Indoor, 12- Player Set - 45" L

Quantity: 78 UOM: EA Price: Total:

1.52 Playing Cards - Deck of Cards

Quantity: 104 UOM: EA Price: Total:

1.53 Rainbow Rubber Critters - Chickens, 17" dia - 17" L

Quantity: 156 UOM: EA Price: Total:

1.54 Rainbow BALLance Stability Ball with Feet - 65cm

Quantity: 312 UOM: EA Price: Total:

1.55 Team Wrist Bands - Red - 3"W

Quantity: 936 UOM: EA Price: Total:

1.56 Team Wrist Bands - Blue - 3"W

Quantity: 936 UOM: EA Price: Total:

1.57 Team Wrist Bands - Purple - 3" W

Quantity: 936 UOM: EA Price: Total:

1.58 Individual Golf Club - Men's Left Hand #9 Iron, 36"L

Quantity: 260 UOM: EA Price: Total:

1.59 Individual Golf Club - Men's Sand Wedge, 35-1/2"L

Quantity: 468 UOM: EA Price: Total:

1.60 Vinyl Golf Balls - 2-1/2 in dia, Yellow

Quantity: 1872 UOM: EA Price: Total:

1.61 Individual Golf Club - Men's #9 Iron, 36"L

Quantity: 624 UOM: EA Price: Total:

1.62 Rainbow Training Hurdles - 6"H

Quantity: 312 UOM: EA Price: Total:

1.63 Aluminum Relay Baton - Red - 1-1/2" dia x 12"L

Quantity: 52 UOM: EA Price: Total:

1.64 Aluminum Relay Baton - Orange - 1-1/2" dia x 12"L

Quantity: 52 UOM: EA Price: Total:

1.65 Aluminum Relay Baton - Yellow - 1-1/2" dia x 12"L

Quantity: 52 UOM: EA Price: Total:

1.66 Aluminum Relay Baton - Green - 1-1/2" dia x 12"L

Quantity: 52 UOM: EA Price: Total:

1.67 Aluminum Relay Baton - Blue - 1-1/2" dia x 12"L

Quantity: 52 UOM: EA Price: Total:

1.68 UltraFit ClassStep Fitness Step - 6"H Blue - 32"L x 22"W x 6"H, 7 lb, Cart is 63"L x 19-1/2"W x 52"H, 29 lb.

Quantity: 468 UOM: EA Price: Total:

1.69 Rainbow PerfectPaddle Junior - 38" L x 6

Quantity: 936 UOM: EA Price: Total:

1.70 Rainbow Connect-A-Scooter, 16"Quantity: 312 UOM: EA Price: Total: **1.71 Rubber Basketball, size 6**Quantity: 936 UOM: EA Price: Total: **1.72 Slow Pitch Softball Bat, 32"L (25 oz)**Quantity: 234 UOM: EA Price: Total: **1.73 Rainbow Vinyl Cones - Cart is 27"L x 24"W x 54"H; 23 lb.**Quantity: 936 UOM: EA Price: Total: **1.74 CartGo Collapsible Storage Cart - 28"L x 28"W x 32"H; 7 lb**Quantity: 52 UOM: EA Price: Total: **1.75 PerformerPlus Stitched Rubber Football, Youth**Quantity: 468 UOM: EA Price: Total: **1.76 Two-Way Putter - Junior, 28"L**Quantity: 234 UOM: EA Price: Total: **1.77 Rainbow Rubber Basketball, size 6**Quantity: 936 UOM: EA Price: Total: **1.78 Skate Pass - Small Pads (75-798)**Quantity: 78 UOM: EA Price: Total: **1.79 Skate Pass - Medium Pads (75-798)**Quantity: 182 UOM: EA Price: Total: **1.80 Skate Pass - Large Pads (75-978)**Quantity: 468 UOM: EA Price: Total: **1.81 Skate Pass - Small Helmet (75-798)**Quantity: 78 UOM: EA Price: Total: **1.82 Skate Pass - Medium Helmet (75-798)**Quantity: 182 UOM: EA Price: Total: **1.83 Skate Pass - Large Helmet (75-798)**Quantity: 52 UOM: EA Price: Total: **1.84 ClassPlus Skate Pass - Kahuna Land Paddle (75-798)**Quantity: 312 UOM: EA Price: Total: **1.85 ClassPlus Skate Pass - Long Board (75-798)**Quantity: 312 UOM: EA Price: Total: **1.86 ClassPlus Skate Pass - Landing Paddle Curriculum (75-798)**Quantity: 26 UOM: EA Price: Total: **2 Package Header**

High School PE Equipment Package

Quantity: 1 UOM: EA Price: Total:

Package Items

2.1 UltraA3:D35aFit ClassStep Fitness Step - 6"H Blue

Quantity: 289 UOM: EA Price: Total:

2.2 Screamin' Orange Agility Ladder - single

Quantity: 68 UOM: EA Price: Total:

2.3 Performer Plus - Rubber Basketball - size 7

Quantity: 340 UOM: EA Price: Total:

2.4 Rainbow Cotton Beanbags - 5" sq,

Quantity: 612 UOM: EA Price: Total:

2.5 BOSU NexGen Balance Trainer - 26" dia x 9"H; 17 lb.

Quantity: 255 UOM: EA Price: Total:

2.6 Heavyweight Vinyl Cone - 12"H, Orange

Quantity: 408 UOM: EA Price: Total:

2.7 AssessPro Rainbow Stay N Fit Crunch Strips - Grades 5-up - 30"L x 4-1/2"W

Quantity: 306 UOM: EA Price: Total:

2.8 ExerFit Mat – Blue - 48"L x 24"W x 3/8"Th

Quantity: 510 UOM: EA Price: Total:

2.9 Deluxe Vinyl Floor Tape - Rainbow - 180'L x 1"W

Quantity: 204 UOM: EA Price: Total:

2.10 Rainbow AirRanger Plastic Disc - 9" dia

Quantity: 2448 UOM: EA Price: Total:

2.11 ClassicCoat-Foam Squeeze Ball - Color Varies - 7" dia

Quantity: 340 UOM: EA Price: Total:

2.12 Rainbow DuraHoop Hoops - 30" dia

Quantity: 408 UOM: EA Price: Total:

2.13 Rainbow Juggling Scarves - 17"L x 17"W

Quantity: 4080 UOM: EA Price: Total:

2.14 Diabolo Juggling Trainer - 4" Dia

Quantity: 153 UOM: EA Price: Total:

2.15 UltraFit Stability Ball – Blue - 65 cm, 26" dia

Quantity: 170 UOM: EA Price: Total:

2.16 Open-Reel Measuring Tape - 200' (60 m)

Quantity: 85 UOM: EA Price: Total:

2.17 Rainbow SoftScore ClassicCoat-Foam Footballs - Size 3 Junior

Quantity: 408 UOM: EA Price: Total:

2.18 Midsize Aluminum Tennis Racquet - Nylon Strings - 27"L

Quantity: 408 UOM: EA Price: Total:

2.19 Rainbow Reaction Balls - 2.5" dia.Quantity: 204 UOM: EA Price: Total: **2.20 AssessPro UltraFlex Single Flex Tester - 22-1/2"L x 12"W x 14"H**Quantity: 102 UOM: EA Price: Total: **2.21 Victory 1000 - Soccer Ball, Size 5**Quantity: 408 UOM: EA Price: Total: **2.22 Screamin' Rainbow SoftScore Plus Coated-Foam Soccer Balls, Size 4 Intermediate**Quantity: 408 UOM: EA Price: Total: **2.23 Rainbow Pacer 200 Stopwatches- single, split time, lanyard**Quantity: 204 UOM: EA Price: Total: **2.24 UltraPin Plus Traditional Bowling Set - Deluxe Pin Set w/ 4 lb Ball**Quantity: 102 UOM: EA Price: Total: **2.25 IntroSport Volleyball - Synthetic, Official Size, White**Quantity: 408 UOM: EA Price: Total: **2.26 FitPro Mighty Mesh Pinnie - Large, Blue**Quantity: 408 UOM: EA Price: Total: **2.27 FitPro Mighty Mesh Pinnie - Large, Yellow**Quantity: 408 UOM: EA Price: Total: **2.28 FitPro Mighty Mesh Pinnie - Large, Green**Quantity: 408 UOM: EA Price: Total: **2.29 FitPro Mighty Mesh Pinnie - Large, Red**Quantity: 408 UOM: EA Price: Total: **2.30 PaddlePro Paddle – Wood - 8"W x 15-3/4"H; 7 oz**Quantity: 408 UOM: EA Price: Total: **2.31 HexElite Rubber Dumbbell - 2.5 lb**Quantity: 34 UOM: EA Price: Total: **2.32 HexElite Rubber Dumbbell - 5 lb**Quantity: 34 UOM: EA Price: Total: **2.33 HexElite Rubber Dumbbell - 7.5 lb**Quantity: 34 UOM: EA Price: Total: **2.34 HexElite Rubber Dumbbell - 10 lb**Quantity: 34 UOM: EA Price: Total: **2.35 HexElite Rubber Dumbbell - 15 lb**Quantity: 34 UOM: EA Price: Total: **2.36 HexElite Rubber Dumbbell - 20 lb**Quantity: 34 UOM: EA Price: Total: **2.37 Foam Tennis Ball Pack - 2-3/4" dia**Quantity: 408 UOM: EA Price: Total:

200

2.38 Pro Tennis BallsQuantity: 408 UOM: EA Price: Total: **2.39 PaddlePro Ball - White**Quantity: 408 UOM: EA Price: Total: **2.40 QuickTurn NeverWear Segmented Jump Ropes – Blue - 10'L**Quantity: 408 UOM: EA Price: Total: **2.41 UltraFit Latex-Free Resistance Band - Light, Orange - 50 Yard**Quantity: 17 UOM: EA Price: Total: **2.42 UltraFit Latex-Free Resistance Band - Medium, Green - 50 Yard**Quantity: 17 UOM: EA Price: Total: **2.43 Vintage Antimicrobial Medicine Ball - 4 lb, Red - 7" dia**Quantity: 85 UOM: EA Price: Total: **2.44 Vintage Antimicrobial Medicine Ball - 8 lb, Yellow - 9" dia**Quantity: 85 UOM: EA Price: Total: **2.45 Vintage Antimicrobial Medicine Ball - 6 lb, Orange - 8" dia**Quantity: 85 UOM: EA Price: Total: **2.46 Plastic Cone – Orange - 12"H**Quantity: 408 UOM: EA Price: Total: **Response Total: \$882,760.96**

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: **APPROVE PURCHASE OF SOFTWARE LICENSES FOR MATH INTERVENTION AND PROFESSIONAL DEVELOPMENT**

BACKGROUND:

This adaptive mathematics program designed for students in grades Kindergarten through Grade 5 is a supplemental, online intervention program that helps move struggling students up to grade-level proficiency in math. The program utilizes the North West Evaluation Association Measures of Academic Progress (NWEA MAP) Growth Data with its system to create individualized prescriptive learning progressions for each student. This is the initial signing for contract services from October 1, 2023, through September 30, 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software Licenses for Math Intervention and Professional Development
2. Decline to Approve Purchase of Software Licenses for Math Intervention and Professional Development
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Licenses for Math Intervention and Professional Development

FUNDING SOURCE: *Additional Details*

ESSER Fund	282-11-6399-019-XXX-24-950-000155-22F32.....	\$543,840
	282-13-6299-019-999-24-950-000155-22F32.....	\$326,500

COST:

\$870,340

VENDOR:

DreamBox Learning

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 22-127

Number of Bid/Proposals received: 12

HUB Firms: 2

Compliant Bids: 12

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Fort Worth Elementary Campuses

RATIONALE:

The Kindergarten – Grade 5 digital math program is designed to complement the math curriculum in the classroom or at home. It has rigorous and interactive lessons that adapt to each student, providing the ultimate personalized learning experience.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2



DreamBox Software and Services Agreement

FORT WORTH ISD, TX

777 108th Ave. NE, Suite 2300
 Bellevue, WA 98004-5149
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

Order Form #: DB1022105396
Order Form Valid Until: Sep. 30, 2023

Order Form		
Customer: FORT WORTH ISD, TX	Service Start Date: 10-01-2023 Service End Date: 09-30-2024	Subscription Period: 12 Months
Customer's Point of Contact: Name: Charles Garcia Title: Associate Superintendent for Curriculum and Instruction Phone: 817-814-2400 E-Mail: charles.garcia@fwisd.org	Customer's Billing Address: Attn: Charles Garcia 100 N UNIVERSITY DR FORT WORTH, TX 76107	Agreement Prepared By: Jason Fennell Title: Account Executive Phone: (903) 241-2845 E-Mail: jason.fennell@dreambox.com
Pricing		
Software and Services	Quantity	Price
Dreambox Learning Math – Advanced <i>DreamBox Math Advanced Licenses. Year two pricing increased by 3% per RFP.</i> Professional Development Services	32000 1	\$543,840.00 \$326,500.00
Subtotal:		\$870,340.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
Total:		\$870,340.00

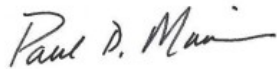
Invoicing and Payment Terms					
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule		
<i>Term Length (months):</i> 12 <i>Total Fees:</i> \$870,340.00	\$870,340.00	9/30/2023	10/30/2023		
<p>Payment Options</p> <ul style="list-style-type: none"> - To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476. - To pay by credit card for Order Forms totaling less than \$8,000.00, please consult the Dreambox Billing FAQ page if you have questions regarding payment. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. <p>***Please note changes below to ACH <u>and</u> Drop Box changes effective November 1, 2022***</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p> </td> </tr> </table> <p>Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.</p>				<p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p>	<p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p>
<p>Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017</p>	<p>Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853</p>				

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

CUSTOMER: FORT WORTH ISD, TX

Signature:



Signature:

Name:

Paul Marvin

Name:

Title:

Interim Chief Financial Officer

Title:

Date:

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE LIMITED LICENSE AGREEMENT TO PROVIDE ACCESS TO THE DISTRICT’S LEARNING MANAGEMENT SYSTEM AND PARTNER’S COLLEGE, CAREER, AND MILITARY READINESS CURRICULUM**

BACKGROUND:

This agreement helps with the education of the district’s students in our efforts to ensure students are College, Career, and Military Readiness (CCMR). This partnership continues to develop programs, materials, and related curriculum, including digital files related to educating our students at the middle and high school Career and Technical Education (CTE) programs. As a part of the ongoing partnership, this agreement would grant Fort Worth Independent School District a license to make instructional resources available directly to elementary and secondary students, educators, and other personnel through third party platforms such as Canvas, Google Classroom, etc.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Limited License Agreement to Provide Access to the District's Learning Management System and Partner’s College, Career, and Military Readiness Curriculum
2. Decline to Approve Limited License Agreement to Provide Access to the District's Learning Management System and Partner’s College, Career, and Military Readiness Curriculum
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Limited License Agreement to Provide Access to the District's Learning Management System and Partner’s College, Career, and Military Readiness Curriculum

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Junior Achievement of the Chisholm Trail

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Available to all Middle and High School Campuses/Career and Technical Education

RATIONALE:

This agreement will allow our students and teachers to utilize the district's learning management system to effectively deliver instruction using the materials provided by the service provider. Approving this agreement will allow improved implementation of programs and curriculum and allow better monitoring of student progress and achievement of CCMR goals.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Network #2

LIMITED LICENSE AGREEMENT
(Use of JA USA Properties)

THIS LIMITED LICENSE AGREEMENT (“Agreement”) is effective as of the date of execution by both Parties below, (“Effective Date”) and is entered into by and between Junior Achievement of the Chisholm Trail [Local JA Area], a 501(c)(3) nonprofit corporation (“JA Area”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, [School District], (“Licensee”). JA Area and Licensee may be collectively referred to as the “Parties” or individually as a “Party.”

BACKGROUND

A. Junior Achievement USA (“JA USA”) is a Colorado nonprofit corporation whose foundational purpose is the education of youth in the principles of free enterprise, including work readiness, entrepreneurship, and financial literacy. JA USA has developed, and is continuing to develop, JA Programs, JA Materials, and related curriculum, including the JA USA Digital Files, relating to educating and training youth in the concepts and practices of enterprise, which constitute proprietary intellectual property owned by JA USA (collectively, the “JA USA Properties”). The JA USA Properties may include certain JA Worldwide Brand licensed to JA USA for use in connection with the JA USA Properties.

B. In furtherance of its foundational purpose of educating youth in the principles of free enterprise, JA USA licenses the JA USA Properties to JA Area and other chapters with geographic territories within the United States and to members of the JA Worldwide network.

C. As part of programs conducted by JA Area in cooperation with Licensee, JA Area makes certain of the JA USA Properties available for use by students, educators, and other personnel in Licensee’s school(s) and/or school district, including through the learning management system or other online platform operated by JA USA.

D. As part of its ongoing cooperation with JA Area, Licensee is requesting that JA Area grant a license for Licensee to make JA USA Properties available directly to its students, educators, and other personnel, including through third-party platforms (such as Google Classroom, Schoology, etc.) (“Third Party Platforms”), and JA Area is willing to grant such a license, all pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Definitions.

1.1. “JA Materials” means materials in physical, digital, or any other format relating to or used in connection with JA Programs, including without limitation educational and instructional materials and methods, designs and color schemes for curriculum and promotional materials prepared and distributed in relation to the JA Programs, other materials and

specifications for certain products, and methods of operation, including manuals covering business practices and policies.

1.2. “JA Programs” means curriculum, events, experiences, programs, processes, and activities in every form whatsoever relating to educating and training youth in the concepts and practices of work readiness, entrepreneurship, financial literacy, business, ethics, and any related economic-based content.

1.3. “JA USA Digital Files” means JA Programs and JA Materials existing in electronic and digital means, whether on computer disk, CD ROM, electronic mail, online, or via any other medium now existing or developed at a later time.

1.4. “JA Worldwide Brand” means certain brands, logos, trademarks, service marks, trade names, commercial symbols, goodwill, and other related branding and trademarks owned by JA Worldwide, a Delaware nonprofit corporation (“JA Worldwide”) and licensed to JA USA and other members of the global JA network, including but not limited to “Junior Achievement,” “JA Worldwide” and “JA,” and other marks, and all derivatives and modifications thereof. “JA Worldwide Brand” does not include JA Programs or JA Materials owned by JA USA.

2. Grant of Limited License.

2.1. Subject to the terms and conditions of this Agreement, JA Area hereby grants to Licensee a non-exclusive, fully-paid, non-transferable, non-sublicensable limited right and license (“Limited License”) to make available JA USA Properties, as furnished to it by JA Area from time to time, to its students, educators, and other personnel in connection with the participation of such students in JA Programs.

2.2. The Limited License does not include the right to sublicense the JA USA Properties. However, Licensee may deliver JA USA Properties to its students, educators, and other personnel through Third-Party Platforms, provided that: (i) Licensee will limit, and will require the operator of the Third Party Platform to limit, access to the JA USA Properties only to the students, educators, and other personnel of Licensee; and (ii) Licensee will delete, and will require the operator of the Third Party Platform to delete, all JA USA Properties from the Third Party Platform: (A) promptly upon completion of the class or program in which the JA USA Properties are used; and (B) promptly upon request by JA Area in the event it notifies Licensee that the operator of the Third Party Platform has published, modified, or otherwise used the JA USA Properties in a manner inconsistent with the Limited License.

2.3. The Limited License granted to Licensee herein is limited solely to the use of JA USA Properties as described herein, and no provision hereof shall be construed to allow Licensee to modify, adapt, or make derivative works of the JA USA Properties in any form. Without limiting the foregoing, Licensee shall, in no event, make any modifications to the JA Worldwide Brand, or have the right to distribute, publish, publicly perform, publicly display, or sublicense the JA USA Properties in any manner other than as expressly stated in this Agreement. The rights of Licensee to use the JA USA Properties are limited to the scope of the express Limited License in this Agreement, and there are no implied licenses. All rights and licenses not expressly granted under this Agreement are reserved by JA USA and JA Area.

2.4. In consideration of the Limited License hereunder, Licensee will share with JA Area the following information and data related to its use of the JA USA Properties, to the extent reasonably available to Licensee:

- a. which JA USA Properties are used by the students, educators, and other personnel of Licensee;
- b. the frequency of use and the number of students using such JA USA Properties; and
- c. the de-identified results of surveys, pre / post-testing, and other assessments of its students, educators, and other personnel conducted by or on behalf of Licensee.

Licensee will not share any information or data with JA Area that includes or constitutes: (i) personally identifiable information or education records of any person; or (ii) any individual information or data that has not been de-identified. Licensee may but will not be required to conduct any surveying of students as part of this Agreement.

3. Ownership of JA USA Properties. The rights with respect to the JA USA Properties are licensed and not sold to Licensee hereunder. The only rights granted to Licensee in the JA USA Properties are the Limited License rights granted under this Agreement. Licensee agrees that neither it nor any of its affiliates shall in any manner acquire any ownership or use rights, title, or interest in the JA USA Properties, whether by virtue of any use they may make of such JA USA Properties hereunder, or otherwise. Licensee acknowledges and agrees that JA USA is the sole owner of the JA USA Properties and holds the sole copyright in and to the JA USA Properties. Licensee shall not attack, challenge or dispute the title or any rights of JA USA in or to the Modified Materials.

4. Term and Termination. The term of this Agreement shall be for a period of one (1) year after the Effective Date and may be renewed for successive one (1) year terms as agreed by the Parties in writing. Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days' written notice to the other Party. In the event of the termination of this Agreement as provided herein, Licensee agrees to, and will cause any Third Party Platform operator to: (a) cease the use of the JA USA Properties; (b) turn over or destroy, at JA Area's request, any and all digital or hard copies of JA USA Properties; and (c) not disclose, reveal, or publish all or any portion of the JA USA Properties following termination.

5. No Assignment; No Agency; Third-Party Beneficiary. Licensee shall not have the right to assign, transfer or sublicense any rights or licenses hereunder to any third party, without the prior written consent of JA Area and JA USA, which consent may be withheld in their sole and absolute discretion. Notwithstanding any provision of this Agreement, neither Licensee nor its directors, trustees, officers, employees, agents, and staff are authorized to enter into contracts or other obligations on behalf of JA Area or JA USA or to otherwise undertake any legal obligation on behalf of JA Area or JA USA, unless specifically authorized by JA Area and JA USA in writing to do so. JA USA is an express third-party beneficiary of this Agreement.

6. Notices. Any notice to be given or consent to be obtained between the Parties to this Agreement shall be in writing and delivered personally to the designated Party, mailed by certified mail, return receipt requested, or delivered by a recognized national overnight courier service, to the address set forth in the signature blocks below. Either Party may change the address to which notice is to be sent by written notice to the other in accordance herewith.

7. Governing Law and Venue. This Agreement shall be governed by and determined in accordance with the internal laws of the State of Texas without regard to the conflicts of law provisions. For any matter arising hereunder, the Parties submit to the jurisdiction of the state and federal courts located in the State of Texas.

8. Severability; Counterparts. If any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Signatures delivered by facsimile or electronically shall be deemed original signatures.

9. Entire Agreement. This Agreement, including the preamble and recitals which are hereby incorporated by reference, constitutes the entire understanding between the Parties and supersedes all other agreements, whether written or oral, concerning the subject matter hereof. This Agreement may be amended only by a writing signed by all Parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, this Agreement is executed and delivered effective as of the date first set forth above.

JA AREA:

Junior Achievement of the Chisholm Trail

By: [Signature]
Name: Kathleen Barbee
Title: Vice President

Address for notice purposes:
4200 Ridgely Pl. Ste 400
Fort Worth, TX 76116

LICENSEE:

[Signature] 7/31/23

Fort Worth Independent School District

AA
8/16/2023

By: _____
Name: _____
Title: _____

Address for notice purposes:

JA USA is not a party to this Agreement but hereby consents to the Limited License granted by JA Area hereunder.

JA USA:

Junior Achievement USA

By: _____
Name: _____
Title: _____

CONSENT AGENDA ITEM

BOARD MEETING

August 22, 2023

TOPIC: APPROVE RENEWAL AGREEMENT ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND SERVICE PROVIDER FOR THE PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL ACADEMY AT EASTERN HILLS HIGH SCHOOL

BACKGROUND:

The District and Service Provider have partnered to create the Pathways in Technology Early College High School (P-TECH) at Eastern Hills High School and to be operated in accordance with the legislative grant of authority for ECHS/P-TECH schools in the Texas Education Code. P-TECH are innovative open-enrollment high schools that allow students an opportunity to receive both a high school diploma and/or an Associate's Degree. The hallmark of the P-TECH model is its career focus and the provision of work-based education. The ECHS/P-TECH will be housed in the respective high school in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. Per the application and ECHS/P-TECH blueprints, the District will provide rigorous college readiness, technical and early college credit courses as well as work-based learning opportunities for students. There are no changes to the existing Memorandum of Understanding (MOU). Both parties have agreed to extend the original MOU approval date from April 26, 2022, for one (1) more year beginning August 1, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal Agreement Addendum to the Memorandum of Understanding Between Fort Worth Independent School District and Service Provider for the Pathways in Technology Early College High School Academy at Eastern Hills High School
2. Decline to Approve Renewal Agreement Addendum to the Memorandum of Understanding Between Fort Worth Independent School District and Service Provider for the Pathways in Technology Early College High School Academy at Eastern Hills High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal Agreement Addendum to the Memorandum of Understanding Between Fort Worth Independent School District and Service Provider for the Pathways in Technology Early College High School Academy at Eastern Hills High School

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Baxter Clewis Consulting, LLC

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Eastern Hills High School

RATIONALE:

Approval of this Renewal Agreement Addendum will continue to allow the P-TECH Academy at Eastern Hills High School to enter into a mutually beneficial P-TECH partnership with Service Provider to provide directed college access and work-based learning to students. This P-TECH partnership will target a high percentage of at-risk, economically disadvantaged, and first-generation students.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2



MEMORANDUM

Date: May 31, 2023

To: Dr. Tamekia Brown, Associate Superintendent
Dr. Angela Ramsey, Superintendent
Fort Worth Independent School District

From: Katrina Smith, Principal

RE: MOU Renewal

Per the previous Memorandum of Understanding (MOU) between Fort Worth ISD and Baxter Clewis Consulting, LLC, we will renew up to two additional years beginning with the 2023-2024 school year. All of the language stated in the previous contract year 2022-2023 will remain the same as approved by Fort Worth Independent School District for Pathways in Technology Early College High School (P-TECH) Academy at Eastern Hills High School and Baxter Clewis Consulting, LLC.

Signatures:

Katrina Smith, Principal

Lisa Castillo, Executive Director

Boyd Clewis, Baxter Clewis Consulting, LLC

Dr. Tamekia Brown, Associate Superintendent Learning and Leading Network #4

Dr. Angelica Ramsey, Superintendent

AA

08/16/2023

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE AMENDMENT TO THE AGREEMENT WITH SERVICE PROVIDER TO ADD HEALTH SCIENCE TECHNOLOGY PROGRAM SERVICES TO O.D. WYATT HIGH SCHOOL**

BACKGROUND:

The Career and Technical Education's Health Science program provides certification opportunities in patient care at North Side High School, Texas Academy of Biomedical Science, and Trimble Tech High School. This amendment will add services at O.D. Wyatt High School. Presently, our focus is on increasing work-based learning clinical sites in order to expand students' experiences in the field of healthcare.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amendment to the Agreement with a Service Provider to Add Health Science Technology Program Services to O.D. Wyatt High School
2. Decline to Approve Amendment to the Agreement with a Service Provider to Add Health Science Technology Program Services to O.D. Wyatt High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Amendment to the Agreement with a Service Provider to Add Health Science Technology Program Services to O.D. Wyatt High School

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Village Creek Wellness and Rehabilitation

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

O.D. Wyatt High School
North Side High School
Texas Academy of Biomedical Science
Trimble Technical High School

RATIONALE:

Partnering with the service provider will benefit students and promote our community connectivity within the Healthcare industry. This partnership will allow students to develop real-world skills that will enable them to obtain industry-based certifications in the healthcare industry. This industry partner is prepared to bridge the gap between academic knowledge and real-world application.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

**CLINICAL AFFILIATION AGREEMENT
BETWEEN
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
VILLAGE CREEK WELLNESS AND REHABILITATION**

This **Clinical Affiliation Agreement (the “Agreement”)**, is entered into by and between the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas (“FWISD”) and **Village Creek Wellness and Rehabilitation**, a clinical facility located at 3825 Village Creek Rd, Fort Worth, TX 76119. (“Facility”). FWISD and Facility agree to the following:

PURPOSE

FWISD has a technical education program (“Program”) through which FWISD provides its students’ academic and clinical experience in the health sciences. FWISD desires for the Facility to provide certain students of FWISD with clinical experience within the Facility’s environment, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF FWISD

FWISD shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide a FWISD faculty member at Facility to be available at times for consultation to students participating in the Program;
- c) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- d) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- e) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- f) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program and provide evidence of such testing and the results to Facility prior to commencement of the Program or upon request of Facility thereafter;
- g) if applicable, confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and completed a Basic Life Support (“BLS”) Healthcare Provider cardiopulmonary resuscitation course prior to beginning of the Program and provide evidence of such confirmation to Facility prior to commencement of the Program or upon request of Facility thereafter;
- h) provide proof of professional liability insurance covering students placed at the Facility. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- i) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student

issues will be documented by the Facility and provide to the designated Faculty member and/or other representative of FWISD. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;

- j) ensure that each student and FWISD faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of FWISD; and
- k) provide transportation for students to and from the Facility.

2.0 RESPONSIBILITY OF FACILITY

Facility shall:

- a) provide cooperation to promote success of the Program;
- b) provide suitable clinical experience situations as prescribed by the curriculum provided by FWISD;
- c) assist with clinical teaching and supervision of agreed upon number of students in the Program;
- d) retain responsibility for patient, resident, and/or client care;
- e) reserve the right to determine the manner in which its equipment shall be operated;
- f) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- g) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus.

3.0 RESPONSIBILITIES OF FWISD AND FACILITY

FWISD and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) mutually agree, schedule, and provide an orientation of faculty and students to Facility and assign units;
- c) understand there will be no exchange of monies between the FWISD and the Facility for this Program;
- d) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- e) comply with all applicable federal and state laws, rules, and regulations.

4.0 TERMS AND TERMINATION

This Agreement shall remain in effect for four (4) years beginning on September 1, 2024 and ending on December 1, 2027 unless sooner terminated as provided herein. This Agreement may be renewed in writing for additional one (1) year terms. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail, return receipt requested. The party desiring the termination shall arrange for an exit conference with the other participating agency.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to Facility: **Facility:** Village Creek Wellness and Rehabilitation
Address: 3825 Village Creek Rd, Fort Worth, TX 76119
Phone: (817) 534-9933
Attn: DON

If to FWISD: Fort Worth Independent School District, Career and Technical Education
1050 Bridgewood Street
Fort Worth, Texas 76112
Phone: (817) 814-1800
Attn: Lisa Castillo, Executive Director of College, Career, and Military
Readiness (CCMR)

6.0 STATUS OF STUDENTS

FWISD and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and or worker's compensation coverage.

7.0 MISCELLANEOUS

7.1 Non-discrimination. FWISD and Faculty shall not unlawfully discriminate in their respective performance of this Agreement.

1. Fort Worth ISD offers career and technical education programs in all 16 Clusters.

- Agriculture, Food & Natural Resources
- Architecture & Construction
- Arts, A/V Technology & Communications
- Business, Management & Administration
- Education & Training
- Finance
- Government & Public Administration
- Health Science
- Hospitality & Tourism
- Human Services

- Information Technology
- Law, Public Safety, Corrections & Security
- Manufacturing
- Marketing, Sales & Service
- Science, Technology, Engineering & Mathematics
- Transportation, Distribution & Logistics

Admission to the above programs is based on interest and aptitude, age appropriateness, and class space availability.

2. It is the policy of Fort Worth ISD not to discriminate on the basis of race, color, national origin, sex or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

3. It is the policy of Fort Worth ISD not to discriminate on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

4. Fort Worth ISD will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

5. For information about student rights or grievance procedures, contact FWISD Title IX Coordinator; Patrick Smith, Director, Employee Relations at 100 North University Drive, Fort Worth, TX 76107, Telephone: (817) 814-2793; Patricia Sutton, Director of Special Programs, 100 North University Drive, Fort Worth, TX 76107, Telephone: (817) 814-2458, or Michael Menchaca, Interim Title IX Coordinator, 100 N. University Dr., Fort Worth, TX 76107, 817.814.1830, Email: Michael.Menchaca@fwisd.org.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended or modified except by a written document executed by both parties.

7.3 Governing Law and Venue. This Agreement shall be governed by construed and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any disputes arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in Tarrant County, Texas.


7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

- 7.5 No Waiver. No waiver by FWISD or Facility of any breach of any term, provision or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. Each party acknowledges that the intent of federal and state privacy laws and Facility and FWISD policies are to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. The parties acknowledge that students, faculty, other FWISD representatives and employer of facility may access Confidential Information during the performance of their function under this Agreement. As such, FWISD shall ensure that each student has completed the proper forms and documents prior to arrival at the Facility. Each party represents and warrants that its agents, employees and representatives (collectively hereinafter “Representatives”) will maintain such information as confidential and will not disclose such information to third parties or other Representatives of each respective party, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should a party, through its Representatives, for any reason otherwise disclose the information, that party will immediately notify each party. Each party warrants that it will train all of its Representatives concerning this provision of the Agreement.

EFFECTIVE the date set forth above. Executed as of the dates below, by and between FWISD and Facility through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

Facility:

Village Creek Wellness and Rehabilitation
3825 Village Creek Rd, Fort Worth, TX 76119



Administrator/Executive Director

6/28/2023

Date



Director of Nursing

6.28.2023

Date

FWISD:

Forth Worth Independent School District, Career & Technical Education
1050 Bridgewood Street
Fort Worth, Texas 76112



Dr. Lisa Castillo
Executive Director of CCMR

7/17/23/

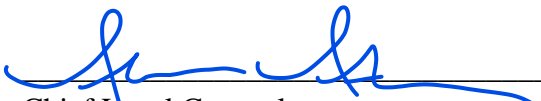
Date

 7/31/23

Dr. Angélica M. Ramsey
Superintendent of Schools

Date

Approved as to Legal Form and Sufficiency for Fort Worth ISD only.



Chief Legal Counsel

08/16/2023

Date

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE PAYMENT OF PERKINS RESERVE GRANT COMPETITION FEES**

BACKGROUND:

The Career and Technical Education Department was awarded a Perkins Reserve Grant from the Texas Education Agency for continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering, and Mathematics (STEM) Initiative. The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) different school districts within the Educational Service Center 11 region and is strengthened by the collaboration between secondary, postsecondary, intermediary, and industry partners. A portion of the funds will be used to send student teams from school districts to compete in a multi-level vertical robotics competition in the Fall of 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Payment of Perkins Reserve Grant Competition Fees
2. Decline to Approve Payment of Perkins Reserve Grant Competition Fees
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Payment of Perkins Reserve Grant Competition Fees

FUNDING SOURCE: **Additional Details**

Special Revenue	338-93-6493-XXX-751-22-721-000000-23F23.....	\$44,000
	338-11-6499-001-751-22-721-000000-23F23.....	\$40,000

COST:

Perkins Reserve Grant - \$84,000

VENDOR:

Robotics Education and Competition Foundation

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Career and Technical Education

RATIONALE:

The successful NCTX Aerial Robotics Consortium works together throughout the school year to provide student work-based learning and co-curricular student activities to enhance learning through multiple industry-based applications. The purchase of competition entry fees allows students to extend their learning into co-curricular competitive activities. The competition joins students from multiple career programs of study such as Engineering, Computer Science, Aviation Maintenance, and Law Enforcement into a singular team and provides application of learned content and skills.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE PAYMENT OF PROGRAM LICENSING AND NETWORK SECURITY FEES FOR SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS PROGRAM**

BACKGROUND:

The Career and Technical Education (CTE) Department requests approval to pay the Project Lead the Way (PLTW) program participation fees for the 2023 - 2024 school year. The goal of PLTW is to provide high quality Science, Technology, Engineering, and Mathematics (STEM) education to students in Fort Worth ISD. This program is partially funded by a grant furnished by Lockheed Martin. Additionally, PLTW is the provider of curriculum and experiences that “create an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive.” PLTW offers three (3) pathways; computer science, engineering, and biomedical science. The pathways support students in grades Pre-Kindergarten (PK) through Grade 12, with elementary and middle school modules available in Spanish. All activities are design-related and provide a variety of STEM experiences for all students in PK – Grade 12. Participation in PLTW encourages career exploration in STEM-related fields.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Payment of Program Licensing and Network Security Fees for Science, Technology, Engineering, and Mathematics Program
2. Decline to Approve Payment of Program Licensing and Network Security Fees for Science, Technology, Engineering, and Mathematics Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Payment of Program Licensing and Network Security Fees for Science, Technology, Engineering, and Mathematics Program

FUNDING SOURCE: *Additional Details*

Special Revenue	499-11-6499-001-XXX-22-327-000000-18L98.....	\$9,250
	244-11-6499-001-XXX-22-721-000000-24F21.....	\$57,200
	289-11-6499-0LW-XXX-24-512-000000-24F12.....	\$6,650

COST:

\$73,100

VENDOR:

Project Lead The Way (PLTW)

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal

Fort Worth ISD RFP Number: 21-071

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Elementary Schools

A.M. Pate Elementary School
Cesar Chavez Elementary School
Christine C. Moss Elementary School
H.V. Helbing Elementary School
Luella Merrett Elementary School
M.H. Moore Elementary School
Sunrise-McMillan Elementary School
Western Hills Primary School

Secondary Schools

Arlington Heights High School
Benbrook Middle/High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
I.M. Terrell Academy of STEM and VPA
Leonard Middle School
North Side High School
O.D. Wyatt High School
R.L. Paschal High School
Polytechnic High School

Rosemont Middle School
South Hills High School
Southwest High School
Texas Academy of Biomedical Science
Trimble Technical High School
William James Middle School
World Languages Institute
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The purpose of the payment of PLTW program participation fees is to provide students with opportunities to experience hands-on learning and related career exploration. Additionally, students will be engaged in activities that require computational thinking, leading to the acquisition of the skills needed to become college, career, and military ready.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

PLTW

PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

Fort Worth Independent School District

100 North University Drive ,
Fort Worth TX, 76107

Program Coordinator

Stephanie Tennyson
stephanie.tennyson@fwisd.org

Program Coordinator

Daphne Rickard
daphne.rickard@fwisd.org

NOT AN INVOICE

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

New PLTW Programs

PLTW Computer Science (9-12)

Site Name	Implementation Year
I.M. Terrell Academy for STEM and VPA	2023-2024
Trimble Technical High School	2023-2024

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Active PLTW Programs

Site Name	Program Name	Implementation Year
A.M. Pate Elementary School	Launch	2023-2024
Arlington Heights High School	Engineering	2023-2024
Benbrook Middle-High School	Engineering	2023-2024
Carter-Riverside High School	Engineering	2023-2024
Cesar Chavez Elementary School	Launch	2023-2024
Christene C. Moss Elementary School	Launch	2023-2024
Diamond Hill-Jarvis High School	Engineering	2023-2024
Eastern Hills High School	Engineering	2023-2024
H.V. Helbing Elementary School	Launch	2023-2024
I.M. Terrell Academy for STEM and VPA	Engineering	2023-2024
Leonard Middle School	Gateway	2023-2024
Luella Merrett Elementary School	Launch	2023-2024
M.H. Moore Elementary School	Launch	2023-2024
North Side High School	Engineering	2023-2024
O.D. Wyatt High School	Engineering	2023-2024
Paul Laurence Dunbar High School	Engineering	2023-2024
Polytechnic High School	Engineering	2023-2024
R.L. Paschal High School	Engineering	2023-2024
Rosemont Middle School	Gateway	2023-2024
South Hills High School	Engineering	2023-2024
Southwest High School	Engineering	2023-2024
Sunrise-McMillan Elementary School	Launch	2023-2024
Texas Academy of Biomedical Sciences	Biomedical Science	2023-2024
Western Hills Primary School	Launch	2023-2024
William James Middle School	Gateway	2023-2024 PLTW Grant
World Languages Institute	Computer Science	2023-2024
World Languages Institute	Gateway	2023-2024
Young Men's Leadership Academy	Gateway	2023-2024
Young Men's Leadership Academy	Engineering	2023-2024
Young Women's Leadership Academy	Gateway	2023-2024
Young Women's Leadership Academy	Engineering	2023-2024 PLTW Grant

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This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: _____

By: _____

Program Participant or its legally authorized designee

Date: July 26, 2023

By:  _____

*Kathleen E. Mote
EVP & Chief Administrative Officer*

NOT AN INVOICE

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

**TOPIC: APPROVE PURCHASE OF SOFTWARE LICENSES AND TRAINING
FOR SPECIAL EDUCATION STAFF**

BACKGROUND:

The Special Education Department will purchase various materials for teachers to pull together a curriculum that follows the Texas Essential Knowledge and Skills (TEKS) based on their individual student’s needs. These two (2) programs will allow consistency in what is being taught across the District and will increase the rigor of the lessons. The teacher will have access to materials aligned with the TEKS and the Individualized Education Program (IEP) goals of each student. The program will allow the teacher more time to plan for lessons and differentiation. This is an annual renewal purchase.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software Licenses and Training for Special Education Staff
2. Decline to Approve Purchase of Software Licenses and Training for Special Education Staff
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Licenses and Training for Special Education Staff

FUNDING SOURCE: *Additional Details*

Special Revenue 224-11-6399-001-514-23-513-000000-24F13

COST:

IDEA B - \$179,469.60

VENDOR:

News-2-You, LLC (N2Y)

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 20-035-A

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Special Education Department

Specialized Classrooms across the District Early Childhood and Special Education (ECSE) and Reaching Independence through Structured Education (RISE).

RATIONALE:

To increase differentiation and rigor in the specialized classrooms (ECSE and RISE).

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4



Quote No.	Opportunity No.	Date
Q-119554	OPP-184308	8/4/2023

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Janice Carter janice.carter@fwisd.org

Bill To	Ship To
Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107	Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107

Date	Payment Terms	RFP / Contract #	Purchase Order
8/4/2023	Net 30	RFP 23-062	

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
150	ULS	Unique Learning System®	Renewal	158823	9/6/2023	9/5/2024	\$699.99	\$104,998.50
165	NWS	News2you™	Renewal	158821	9/6/2023	9/5/2024	\$239.99	\$39,598.35
225	SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	125413	9/6/2023	9/5/2024	\$154.99	\$34,872.75

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total \$179,469.60
Sales Tax: \$0.00
Total \$179,469.60

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-119554	OPP-184308	8/4/2023

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. **Preferred:** Email your purchase order along with a copy of your Quote to sales@n2y.com or to your Sales Representative. **Email will result in faster processing.**
2. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-119554** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Jake Istnick
Account Executive
jistnick@n2y.com
(419) 433-9800 ext. 1159

CONSENT AGENDA ITEM

BOARD MEETING

August 22, 2023

TOPIC: **APPROVE 2023-2024 CONTRACT WITH A POST-SECONDARY PREPAREDNESS PROGRAM IN ASSISTING YOUNG LATINAS FOR COLLEGE, CAREER, AND COMMUNITY LEADERSHIP**

BACKGROUND:

The focus of this post-secondary preparedness program is to encourage girls to maintain good grades, take Advanced Placement (AP) coursework, have a deeper understanding of post-secondary expectations as well as increase financial literacy, confidence, and their support system. To participate or enroll in post-secondary education, girls are required to take college prep exams, complete and submit college applications and financial aid paperwork (e.g., FAFSA). The success of post-secondary education is not only measured by the completion of a traditional 4-year degree, but also includes obtaining an associate's degree or a technical/specialized post-secondary degree program. The program, also known as the GRAD program, helps the participants achieve this goal.

This program was introduced to FWISD in Spring 2018, and the targeted recruitment of students began in the spring semester of the girls' 5th grade year. The early exposure to positive thinking will enhance the path of these students to a more successful future. One of the most unique features of the program is that parental involvement with the students is required. Not only do students join the program, but parents join as well. If a mother is not present in the household, they ask the student to join with an adult who will serve as their mentor throughout this journey. Their workshops and conferences are presented in both English and Spanish, and topics are created with the Latino Community in mind. The program supports families on their journey to higher education through a holistic approach.

To assist in funding this program, Fort Worth ISD will contribute 40% of the cost of services for the 2023-2024 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2023-2024 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership
2. Decline to Approve 2023-2024 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2023-2024 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership

FUNDING SOURCE: *Additional Details*

General Fund 199-31-6299-001-152-24-152-000000

COST:

\$140,000

VENDOR:

Con Mi Madre

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-F

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

- Kirkpatrick Middle School
- Riverside Middle School
- Rosemont Middle School
- Carter-Riverside High School
- North Side High School
- South Hills High School
- *Additional campuses to be determined

RATIONALE:

This post-secondary preparedness program not only strives to help young Latinas graduate from high school, but assists them in preparing for tertiary education, or what is known as “college ready.” Due to the current rate of post-secondary degree completions in the U.S., our country has

fallen short of the five (5) million educated workers necessary to maintain our economy. Latino children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an education workforce. However, a Latina student in Texas is twice as likely to drop out of high school and two (2) times less likely to earn a college education compared to her female classmates. Latina economic success, and the success of our broader economy hinges on helping Latina youth break the cycle, earn a post-secondary degree and join our educated workforce. While the program helps students to perform well academically, the program also focuses on creating stronger Latina women by building relationships of trust between the organization, staff, mentors, families, and more importantly their mothers.

As students have re-engaged in on-campus learning, the behavior supports of this program have been critical to the success of the participating girls. Fort Worth ISD would like to continue our partnership with the program to assist young Latina students in being prepared for college, career, and community leadership.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

EXHIBIT A/B

Con Mi MADRE Scope of Work
FWISD FY 2023-2024

Con Mi MADRE Scope of Work
FWISD FY 2023-2024

A. Preface

Con Mi MADRE is a two-generation nonprofit that empowers young Latinas, and their mothers, through education and support services that increase preparedness, participation, and success in post-secondary education. Con Mi MADRE translates to "with my mother," which exemplifies the unique element of our programming that intentionally engages mothers in their daughter's educational journey from 6th grade through college graduation.

Con Mi MADRE has been partnering with the public education system for the past 29 years. Starting in 1992, Con Mi MADRE has worked with Latina youth, facilitating group meetings at their schools encouraging and supporting them to pursue higher education and engaging their mothers and families in the college-going process. In addition to these group meetings, these students and their mothers attend educational conferences, bilingual college & career fairs, and college campus tours with their mothers on the weekends.

Con Mi MADRE will continue services in Fort Worth ISD during the 2023-2024 academic school year. We will continue services with our current mother-daughter teams at 3 FWISD Middle schools: Kirkpatrick, Rosemont, and Riverside, and 3 FWISD High Schools: Amon Carter Riverside, South Hills, and North Side. CMM will be recruiting a new 6th grade cohort (5-15 students per middle school.) Enrollment will also be available for students from other grade levels. In total, Con Mi MADRE expects to serve at least 140 students from grades 6th – 11th. **Total expenses for our programming are \$339,052 and Fort Worth ISD will contribute \$140,000 (41%) for the 2023-2024 academic year.**

B. Proposal

Section I – Summary of Experience

Con Mi MADRE, as a 501c3, was established in 2008 after 16 years of functioning as the Hispanic Mother Daughter Program of the Junior League of Austin. The impetus for the Junior League to start the Hispanic Mother Daughter Program (HMDP) in Austin in 1992 was the statistic that indicated that a Latina baby girl in Austin, at that time, had a less than 1% of getting a college education.

From 1992 to 2008, the HMDP functioned out of the UT Austin School of Social Work and the program grew from serving 6th grade Latinas and their mothers to serving 6th-12th grade Latinas and their mothers. In 2008, the leadership of JLA transitioned HMDP to an independent non-profit named Con Mi MADRE, Mothers and Daughters Raising Expectations. Since 2008 Con Mi MADRE has continued to deliver education and support services to young Latinas in grades 6th-12th in the central Texas area and now Fort Worth.

For the past 29 years, Con Mi MADRE has served over 3,200 predominantly low-income (about 80%) mother-daughter teams in Texas. The majority of students served will be the first in their families to enter college (75%).

Section II- Scope of Service

Need for services

While there are many college access and persistence programs that target low-income minority students, Con Mi MADRE is the only college access and persistence program that intentionally focuses on Latina youth and intentionally engages mothers in the educational journey from 6th grade to college graduation. With poor access to Spanish material about the college application process, or with low educational attainment, parents can feel overwhelmed or underprepared to help their child start the post-secondary journey. Con Mi MADRE programming aims to make the transition realistic and accomplishable by using families own language, culture, and customs to build relationships and prepare them¹.

With Hispanics now making up the largest share of Texas' population, it is imperative that the community work together to meet families where they are at and collaborate to prepare the next generation of students entering the workforce. However, there are several obstacles (mental, physical, and financial) that put these students' success at risk. Con Mi MADRE's services and support are intentionally designed to equip students and their mothers with healthy habits and mental/academic knowledge to navigate the educational pipeline and advocate for their needs. Strengthened social-emotional and academic skills aim to avoid/manage major indicators of low educational attainment and thus poverty like dropping out of high school² and/or teen-pregnancy³.

While Con Mi MADRE cannot change the immediate situation that Hispanics living in Texas are disproportionately poor⁴, the organization can ensure that these families receive the appropriate support and preparation to change the narrative of their family.

Overview of Con Mi MADRE services:

The goal of Con Mi MADRE programming is for students to successfully graduate high school, enroll in a post-secondary education, and complete their degree on time. Con Mi MADRE programming starts in middle school and is broken up into 3 successive programs: Postsecondary Preparedness Program (serves grades 6-10), Postsecondary Participation (serves grades 11-12), and Postsecondary Success (serves college students).

¹ Barton, A. C., Drake, C., Perez, J. G., St. Louis, K., & George, M. (2004). Ecologies of Parental Engagement in Urban Education. *Educational Researcher*, 33(4), 3–12.
<https://doi.org/10.3102/0013189X033004003>

² Stearns, E., & Glennie, E. J. (2006). When and why dropouts leave high school. *Youth & Society*, 38(1), 29-57.

³ Minnis, A. M., Marchi, K., Ralph, L., Biggs, M. A., Combellick, S., Arons, A., ... & Braveman, P. (2013). Limited socioeconomic opportunities and Latina teen childbearing: a qualitative study of family and structural factors affecting future expectations. *Journal of Immigrant and Minority Health*, 15, 334-340.

⁴ The Texas Tribune (2022, September 15). *Hispanic Texans may now be the state's largest demographic group, new census data shows*. Retrieved June 28, 2023, from <https://www.texastribune.org/2022/09/15/texas-demographics-census-2021/>

- **Post-secondary Preparedness Program:** Each grade level meets with a programming coordinator 13 times during the year on their campus. Students learn and strengthen social/emotional and academic skills and prepare a vision towards a post-secondary education
- **Post-secondary Participation Program:** Each grade level meets with a programming coordinator 15 times during the year on their campus. Students engage in the college enrollment process.
- **Post-secondary Success Program:** Each college student meets individually with the Success coordinator per year and is invited to career readiness, social/emotional, and academic workshops.

Con Mi MADRE provides additional services for both Mothers and Daughters throughout the school year:

- **Con MI MADRE Beginning of Year Orientation:** Mothers and daughters attend the first event of the year where they are given the schedule of events, any organizational updates, and program expectations. This event ensures families are equipped with the right information and resources to start the school year.
- **Balanced Living Conference:** Mothers and daughters learn from keynote speakers and breakout sessions about healthy habits and skills that will improve their financial, physical, and emotional wellbeing.
- **College and Career Fair:** Mothers and daughters meet with representatives from different post-secondary institutions and career fields to ask questions and learn about the many education and career opportunities available.
- **College Campus Tours:** Mothers and daughters are invited to visit post-secondary institutions 2 times a year. Touring the school, meeting with representatives, and learning about campus culture makes the college selection process less stressful for both mothers and daughters.
- **End of Year Celebration:** Families of 8th graders, high school seniors and college students are invited to attend this event where we recognize these important milestones for our students and award scholarships to those enrolling and persisting in college.

The most unique aspect of all programming listed here is that mothers are included as primary participants right alongside their daughters. Additionally, parent support groups offer an open and safe space for our mothers to talk about presenting issues and create a support network of other mothers who might be or have experienced similar situations.

Deliverables for FWISD in FY 2023-2024:

Timeline for project implementation:

- **August:** Prepare for Fall Semester
- **September:** Groups, Induction & Orientation
- **October:** Fall College Trip, Groups
- **November:** Prepare for Balanced Living Conference, Groups
- **December:** College and Career Fair, Groups
- **January:** Groups, Prepare for Spring Semester
- **February:** Groups, Balanced Living Conference
- **March:** Groups, Spring College Trip
- **April:** Groups
- **May:** End of Year Celebration

- **June: Summer Programming Events**

Curriculum delivery:

Con Mi MADRE will deliver our evidence-based academic and social emotional learning curriculum at 6 FWISD schools to participants grades 6th-10th. Curriculum is delivered by our coordinators in group settings within each grade throughout the year. Curriculum topics are specific to each program's objectives. Some curriculum topics that will be delivered in FWISD are stated below.

- **6th Grade:** Developing Healthy Habits, Strengthening Self-Esteem, Adjusting to Changing Bodies: Mental and Physical Self, Having Conversations about Gender, Envisioning a Post-Secondary Education
- **7th Grade:** Effective Notetaking & Test Anxiety, Managing Peer Pressure, Building Support Systems, Self-Perception, Preparing for a Degree
- **8th Grade:** Time-Management, Preparing for HS, Perseverance, Conversations about Diversity, Women in STEM
- **9th Grade:** Post-Secondary Terminology & Advanced Courses, Leadership & Imposter Syndrome, Stress & Coping, Learning Styles, Resumes
- **10th Grade:** College Exams & Applications, Burn-Out, Forming Friendships, Describing Intersectionality, Emotional Intelligence
- **11th Grade:** Networking & Letters of Recommendation, Understanding a High School Transcript, Boundary Setting, Effective Communication, Finalizing a Post-Secondary Plan
- **12th Grade:** Writing a Personal Statement, Applying for Financial Aid, Applying to Scholarships, Revisiting Imposter Syndrome, Preparing for post-secondary transition.

The goal of Con Mi MADRE programming is for students to successfully graduate high school, enroll in a post-secondary education, and complete their degree on time. To achieve this goal, Programming Coordinators will work hard to encourage participants to:

- Regularly attend on-campus group meetings and out of school events
- Obtain a GPA of 3.0 or higher
- Enroll in advanced level courses
- Actively participate in the college application process

Section III- Data

A. Evaluation Metrics or Measures:

Short-Term Outcomes:

Con Mi MADRE programming is designed to achieve the following outcomes at the end of each school year:

- 60% of students will demonstrate strengthened social-emotional skills
- 50% of students will demonstrate strengthened self-esteem 70% of students will persist (successfully move on) to the next grade level.

Long-Term Outcomes:

Con Mi MADRE programming is designed to achieve the following outcomes at the end of the student's high school career:

- 60% of students will express feeling mentally/emotionally prepared to start their post-secondary education

- 60% of students will express feeling academically prepared to start their post-secondary education
- 90% of students will successfully graduate high school and 70% will enroll in a post-secondary institution for the following year

B. Methodology & Data Collection:

Con Mi MADRE has implemented various methods and tools throughout the school year to monitor and evaluate the delivery and impact services implemented. Staff administer pre/post surveys each year to score self-esteem and social-emotional skills. These survey tools utilize Rosenberg's Self-Esteem Scale and Mindsets, Essential Skills, and Habits (MESH competencies) to obtain scores and to assess progress. Surveys are also used to collect current needs, program expectations, and satisfaction feedback.

To track engagement, the programming team documents student attendance to all on-campus groups and out-of-school events. They also collect student grades for intervention purposes and to measure college readiness. These data points, in addition to participant individual support and outreach, are documented in the database, Salesforce.

There are several times participant data is collected. At the beginning of their program journey, participants (student and parent) fill out a program application to collect contact and demographic info and sign Data Sharing Agreements and Consents. Coordinators also work with school districts to collect academic information throughout the year: grades, disciplinary info, attendance etc. Additionally, participant feedback and program evaluations are administered through online survey software. The Director of Data Evaluation and Impact serves as the systems administrator for the platform and ensures all data is kept confidential and protected.

C. Reporting:

School districts are provided with monthly and end-of-year reports. A brief description and list of services is provided alongside a list of campuses served. Attendance rates, academic performance, and demographics of students served will be included. These reports also include findings from needs assessments and satisfaction surveys. Con Mi MADRE also conducts an Annual Report that is shared with Con Mi MADRE stakeholders, and it is made available on the organization's website.

D. Section IV – Financial Proposal

The proposed finances include the total cost of Con Mi MADRE's full range of services (described in the Scope of Services section) for 140 students and 1440 unduplicated mothers in FWISD for the Academic Year 2023-2024, for a total expense of \$339,052 and Fort Worth ISD will contribute \$140,000 (approximately 41%) for the 2023-2024 academic year. Payroll expenses cover a portion of the cost of our social work professionals who deliver Con Mi MADRE curriculum in FWISD schools as well as administrative costs for overseeing program implementation, research and data collection, and overall organizational compliance (e.g., finances, HR).

Con Mi MADRE - Fort Worth

FY 2023-2024 Budget
July 1 - June 30

<u>Operating Expenses</u>		<u>Total</u>
Programming Implementation		\$ 26,984
Campus Meetings	\$ 3,998	
Conferences	\$ 2,400	
College Visits	\$ 5,850	
Family Engagement Events	\$ 1,850	
Phone	\$ 2,016	
Interns	\$ 3,625	
Travel	\$ 6,065	
Data & Evaluation	\$ 1,180	
Fund Development		\$ 3,860
General & Administrative		\$ 32,644
Payroll & Benefits		\$ 275,564
Total Expenses		\$ 339,052
Fort Worth ISD cost (41%)		\$ 140,000

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND COOK CHILDREN'S MEDICAL CENTER**

BACKGROUND:

The Fort Worth Independent School District provides educational services and instruction to children and youth hospitalized at Cook Children's Medical Center. The Fort Worth Independent School District has been providing services for many years. The District has a total of seven (7) Teachers and two (2) Teacher Assistants working in the medical, psychological and neurological units at Cook Children's Medical Center. These personnel serve General Education as well as Special Education children and youth hospitalized in these units. The term of this agreement will begin November 1, 2023, and shall continue for one (1) year. This Memorandum of Understanding may be renewed in writing for two (2) additional one (1) year terms beyond this renewal by mutual written agreement of the parties.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Cook Children's Medical Center

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Cook Children's Medical Center

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Fort Worth Independent School District

RATIONALE:

General Education as well as Special Education children and youth hospitalized at Cook Children's Medical Center have the right to receive educational services and instruction while also receiving medical care. The Fort Worth Independent School District provides seven (7) Teachers and two (2) Teacher Assistants so that school-aged patients do not experience interrupted schooling while hospitalized.

INFORMATION SOURCE:

Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

RENEWAL #2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COOK CHILDREN'S MEDICAL CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

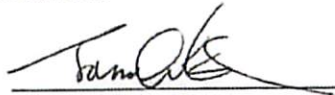
This Renewal #2 to the Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Addendum") is made a part of Memorandum of Understanding Between Cook Children's Medical Center and Fort Worth Independent School District ("Agreement") dated November 1, 2021 between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Cook Children's Medical Center ("Cook Children's"), acting by and through its duly authorized representative. The District and Cook Children's will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. As stated in Section 9A of the Agreement, "The initial term of this Agreement will begin November 1, 2021, and it shall continue in force for one year. This Agreement may be renewed in writing for up to four additional one year terms."

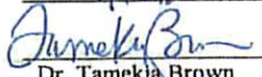
As allowed by Section 9A of the Agreement, the Parties mutually agree to extend the Agreement for an additional one (1) year term. Therefore, the Agreement shall continue to be in effect until October 31, 2024.

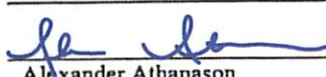
No other terms or conditions of the Agreement are negated or changed as a result of this Addendum.

FOR DISTRICT:

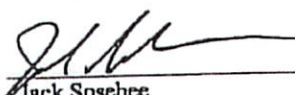
Signed: 
Name: Dr. Janice Carter
Title: Director, Special Education
Date: 7-3-2023

Signed: 
Name: Audrey Thomas
Title: Executive Director
Date: 7/13/2023

Signed: 
Name: Dr. Tamekia Brown
Title: Associate Superintendent
Learning and Leading Network #4
Date: _____

Signed: 
Name: Alexander Athanason
Title: Attorney
Date: 08/04/2023

FOR COOK CHILDREN'S:

Signed: 
Name: Jack Sosebee
Title: Vice President, Senior
Date: 6/18/23

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE CONTRACT WITH A SERVICE PROVIDER TO PROVIDE MENTORING AND OTHER SUPPORT SERVICES FOR THE FORT WORTH INDEPENDENT SCHOOL DISTRICT MY BROTHER'S KEEPER AND MY SISTER'S KEEPER STUDENT LEADERSHIP PROGRAMS FOR THE 2023 - 2024 SCHOOL YEAR

BACKGROUND:

In February 2014, the My Brother's Keeper initiative was launched by then President Barack Obama to ensure that young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the Fort Worth ISD (FWISD) Board of Trustees approved the Pledge by America's Great City Schools to serve FWISD males of color and accepted the My Brother's Keeper (MBK) Community Challenge. FWISD's MBK and My Sister's Keeper (MSK) programs empower students to become informed, participate in school-related activities, and engage in community service projects. This contract will include MBK Chapters in 14 high schools and MSK Chapters in three (3) high schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year
2. Decline to Approve Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Contract with a Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother's Keeper and My Sister's Keeper Student Leadership Programs for the 2023 - 2024 School Year

FUNDING SOURCE: **Additional Details**

General Fund 199-31-6299-001-152-24-152-000000

COST:

\$255,000

VENDOR:

Strategies to Elevate People (STEP)

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

My Brother's Keeper:

Amon-Carter Riverside High School
Arlington Heights High School
Diamond Hill-Jarvis High School
Eastern Hills High School
North Side High School
Paschal High School
Polytechnic High School

Southwest High School
Western Hills High School
O.D. Wyatt High School
Success High School
TCC South/FWISD Collegiate High School
I. M. Terrell Academy for STEM and Fine Arts
Young Men's Leadership Academy

My Sister's Keeper:

Southwest High School
Dunbar High School
Eastern Hills High School

RATIONALE:

The MBK/MSK programs provide weekly mentoring and check-in sessions with each MBK/MSK Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, cultural awareness, personal growth, and leadership development. In addition to Chapter meetings, MBK/MSK members visit area college campuses, leadership campuses and conferences, and are introduced to community leaders and positive role models. These experiences along with the brotherhood/sisterhood of the Chapter encourage both personal and academic success. The MBK/MSK Chapters have the opportunity to meet and partner with organizations that offer knowledge regarding career opportunities, as well as financial and other support for students attending college.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Services Network #4

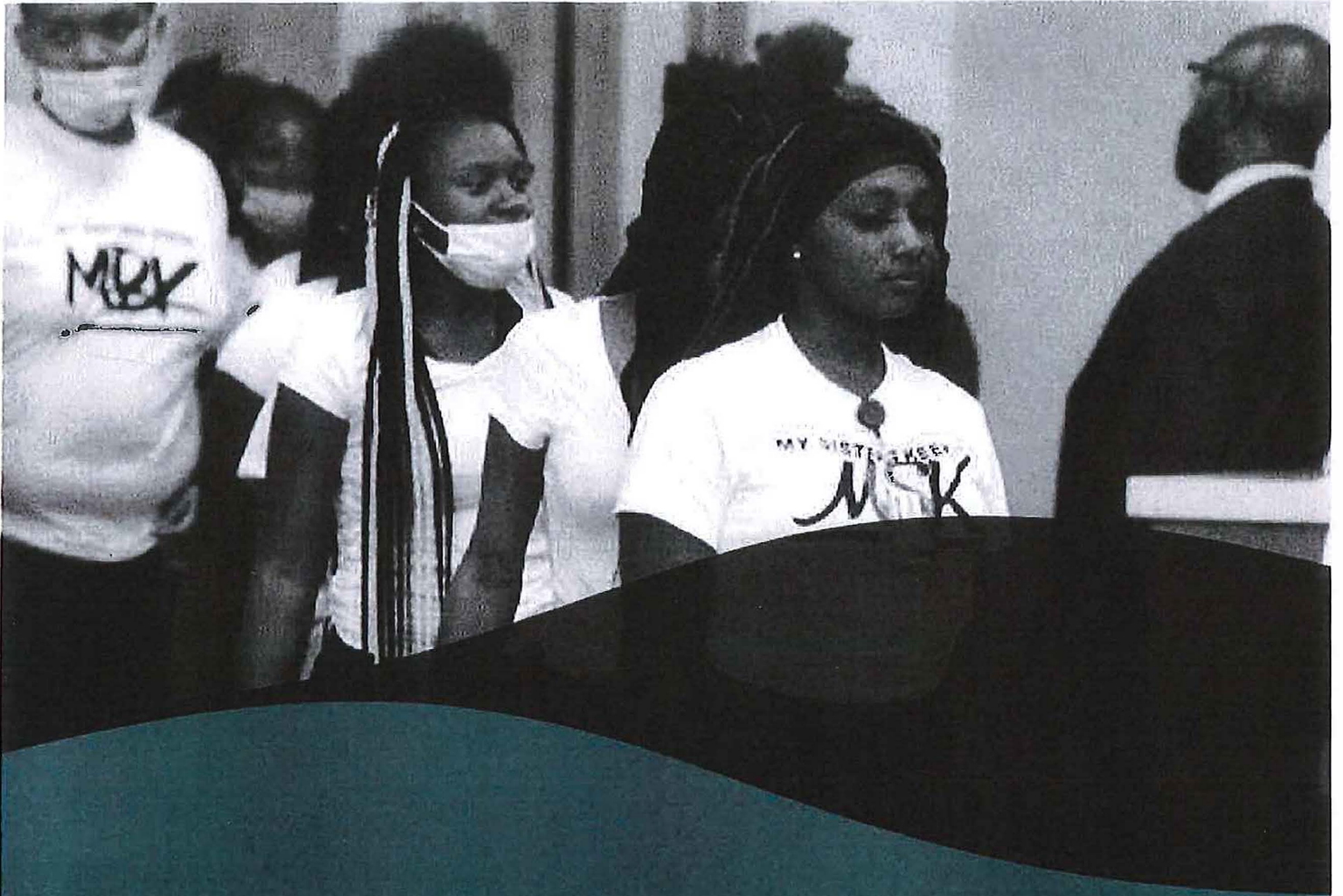


EXHIBIT A/B

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MBK/MSK-Program Framework and Timeline

Campus Chapters

The MBK/MSK Campus Chapters is designed as a 12-month program (that includes a summer component) to address milestones set forth by the National MBK/MSK program, in doing so, the program focuses on the following topics throughout the school year:

Topic/Due Date

August

- ▶ Promote MBK/MSK & Recruit Members
- ▶ Collect Applications

September

- ▶ Introduction/Program Overview & Pre-Assessments
- ▶ Founding Principles
- ▶ Working Assumptions

October

- ▶ 6-Weeks Grade Checks/FWISD Distributes Progress Reports
- ▶ Review Progress Reports
- ▶ 12 VIP Agreements
- ▶ Who Do I Want to Make The World Safe For?
- ▶ Male/Female Socialization
- ▶ Father/Son - Father/Daughter Roleplay
- ▶ Act Like A Man Box / Act Like A Lady Flower
- ▶ Recruitment/Application Deadline

November

- ▶ Male/Female Stand-Up
- ▶ FWISD Distributes Progress Reports
- ▶ Review Progress Reports
- ▶ Male Emotional Funnel/ What Men Do to Women Stand-Up

-
- ▶ Male/Female Speak Outs
 - ▶ True Heart

December

- ▶ STAAR Testing / MBK/MSK Staff Training
- ▶ Value Voting/Forgiveness

January

- ▶ MBK/MSK Staff Training
- ▶ Anger Cues & Ways to Calm Down
- ▶ MLK Day of Service Prep
- ▶ MLK Day Community Service Activity
- ▶ Violence Is Learned, & Can Be Unlearned
- ▶ Mid-Year Review (Survey)

February

- ▶ Who Am I?
- ▶ Where did my people originate?
- ▶ When did the history of my people begin?
- ▶ FWISD To Distribute Progress Reports
- ▶ Review Progress Reports
- ▶ What have my people contributed?

March

- ▶ What is the culture of my people?
- ▶ What did they do?
- ▶ LIT Conference
- ▶ What is the present condition of my people?
- ▶ What Can I Do to enhance the condition of my people?
- ▶ College & Career Readiness - TBD

April

- ▶ Make Up Day
- ▶ MBK/MSK Staff Training
- ▶ STEM Lunch & Learn (Guest Speaker)
- ▶ Distribute Progress Reports
- ▶ Review Progress Reports
- ▶ Post Assessments
- ▶ College & Career Readiness - TBD

May

- ▶ MBK/MSK Staff Prep for Graduation/Stole Ceremony
- ▶ Distribute Progress Reports
- ▶ STEM Lunch & Learn (Guest Speaker)
- ▶ Senior Graduation Stole Ceremony

June

- ▶ Summer Component for Rising Seniors

July

- ▶ Summer Component for Rising 9th Graders

MBK/MSK-Key Deliverables

This program is to ensure that all students of color have opportunities to improve their life outcomes and overcome barriers to success. Specifics include:

1. Recruiting Plan	Engage prospective students in the cafeteria during lunch and present during staff meetings to increase participation and school-community support.
2. Mentoring and Guidance	<p>Provide mentorship and work closely with MBK/MSK campus liaison to closely track and monitor student grades, attendance, disciplinary referrals, and progress toward graduation.</p> <p>Conduct weekly Chapter meetings at each of the high school campuses.</p>
3. Collaborate with District Administrators, departments, and campuses	<p>Work with campus leadership and staff to communicate the program's focus, needs and expectations, data collection and measurable goals.</p> <p>Maintain strong administrative practices, including accounting records, logical coordination with Campuses and compliance with reporting requirements mandated by FWISD.</p>
4. Academic Success	Support improvement in student academic achievement and increase graduation success.
5. Career Awareness	Implement a career inventory assessment and develop career pathway profiles for each member.
6. College Preparation	Knowledge of college financial aid and application processes.
7. Community Involvement	Communicate and increase active participation with parents/guardians/community. In keeping with the ecological approach, the program depends on family participation for youth and family to find success.
8. Leadership Development	Encourage and develop participants to lead and become an important support system for each other

9. Personal Growth

Contextual study of the self and others utilizing various curriculums through exposure to a series of activities that promote healthy self-esteem, address social-emotional needs of students, identify scripted patterns of behavior, cultural awareness, development of critical thinking skills, communication, and organizational skills.

10. Prepare all students for success in college and career

Prepare and provide college entrance preparation and academic skill development for seniors.

11. Establish activities that align across district lines.

Provide basic curriculum components and activities to provide positive outcomes for students

12. Explore information about history and culture of self and others

Educate members of their history, background and culture and the influences it has on their life as a male of color.

MBK/MSK-Summer Component:

The MBK/MSK Summer Component, a College & Career Readiness Pathway Camp, is a HIGH-IMPACT camp designed to assist rising 9th & 12th grade students to jump-start their college & career pathway readiness and ACT Test Prep. Through this hands-on camp, students will be engaged in a number of highly interactive individual and group activities all aimed at preparing them for college and beyond. Each student will gain a wealth of strategies focused on maximizing the connection between their strengths, personality, and interests to college and career pathways in their chosen field of interest.

MBK/MSK-Program Evaluation Plan

Each of the aforementioned goals of the MBK/MSK program will be assessed through a systematic, ongoing process of gathering and interpreting evidence of student learning to determine if the program is meeting its learning goals and then using that information to improve the program.

MY BROTHER'S KEEPER



MY SISTER'S KEEPER



EXHIBIT C

FW MBK/MSK End of Year Report

2022-2023

Summary

The STEP My Brother's Keeper (MBK)/My Sister's Keeper (MSK) program is in its Sixth year under the coordination of Strategies To Elevate People (S.T.E.P.). The 2022-2023 academic year concluded with a total of 19 chapters: 15 MBK high school chapters and 4 MSK High School Chapters.

The program used three goals to measure impact from Fall 2022 to Spring 2023:

- 1. Academic Success Goal** — Assist MBK/MSK members to achieve a 5% improvement in academic performance for each GPA Range (2.0 - 4.0).
- 2. School Attendance Goal** — Decrease the number of absences for MBK/MSK members by 5%.
- 3. Behavior Goal** — Decrease the number of behavior incidents for MBK/MSK members by 5%.

The STEP MBK/MSK program enrolled a total of 273 students of color, 177 males and 96 females. The MBK/MSK program also served a total of 665 pending students. (Pending meaning un-registered)

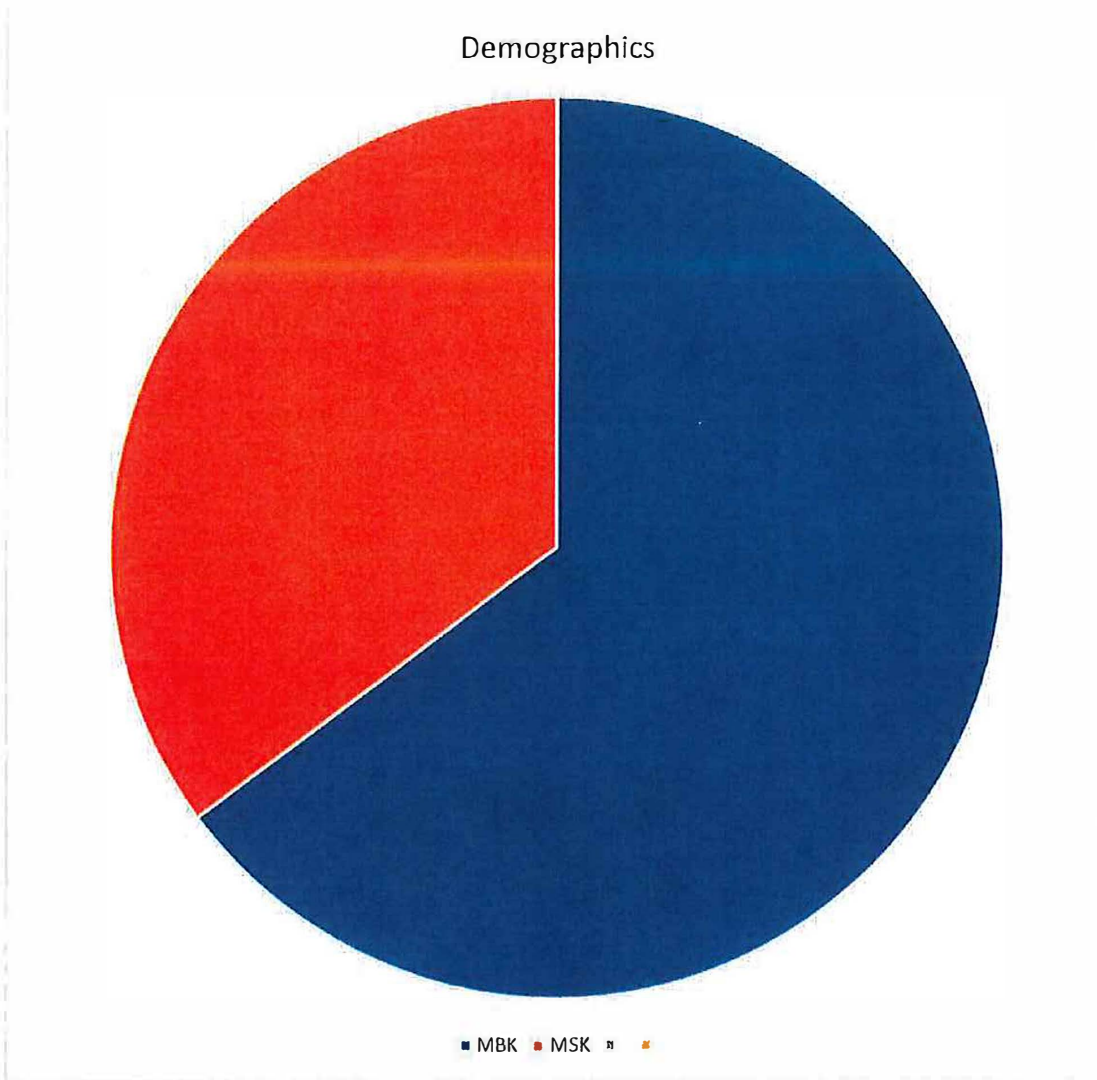
The following is an overview of member demographics and data benchmarks.

Section 1 – Demographics

TOTAL COUNT ENROLLED
273

Total Count by Gender

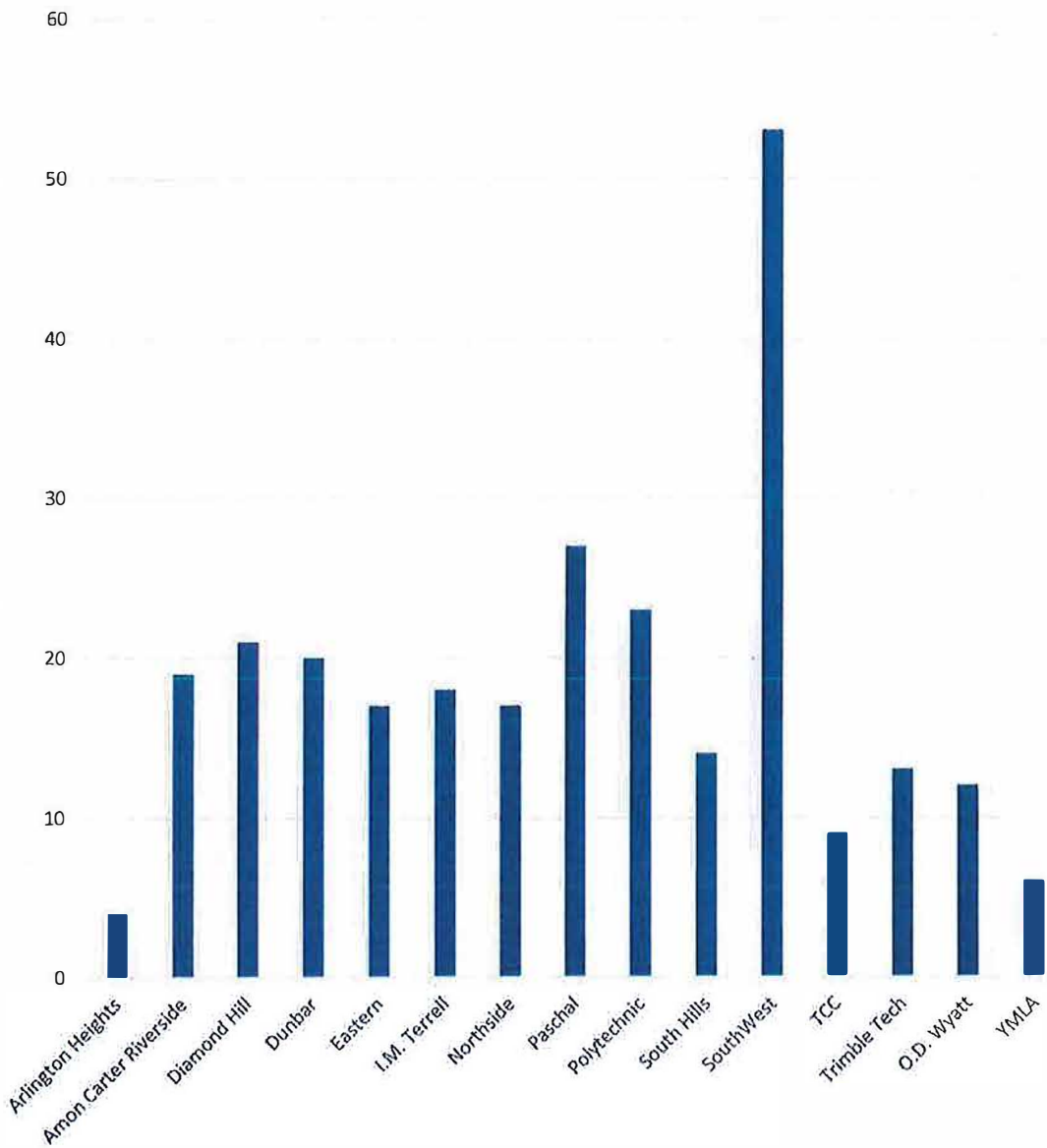
MBK	MSK
177	96



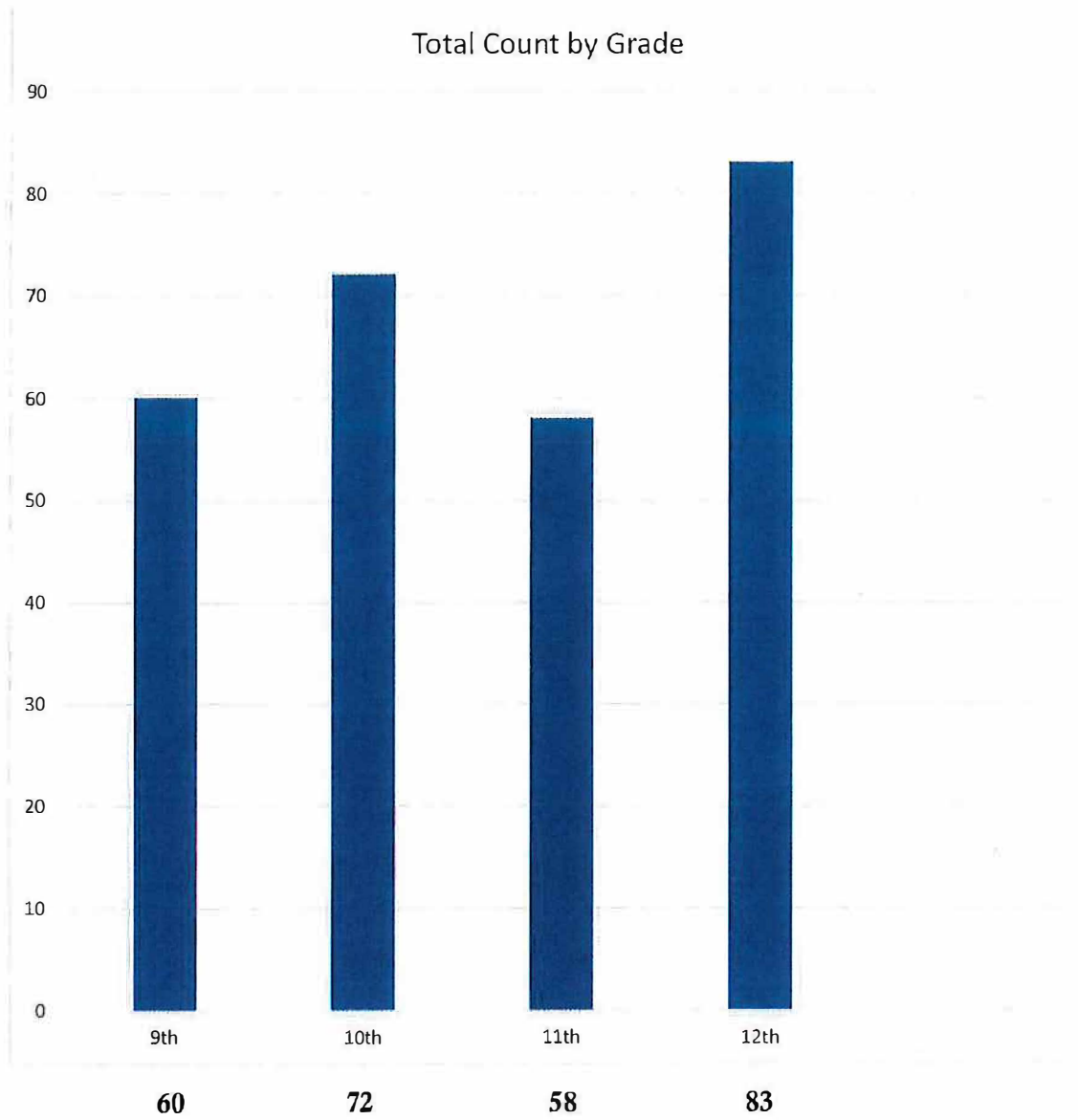
2022 -2023 Total Count by School

Schools	PY 2022-2023
Amon Carter – Riverside High School	19
Arlington Heights High School	4
Diamond Hill-Jarvis High School	21
Dunbar High School	20
Eastern Hills High School	17
I.M. Terrell Academy For STEM & VPA	18
North Side High School	17
O.D. Wyatt High School	12
Polytechnic High School	23
RL Paschal High School	27
South Hills High School	14
Southwest High School	53
TCC South Collegiate High School	9
Trimble Technical High School	13
Young Men's Leadership Academy	6

Total Count by School



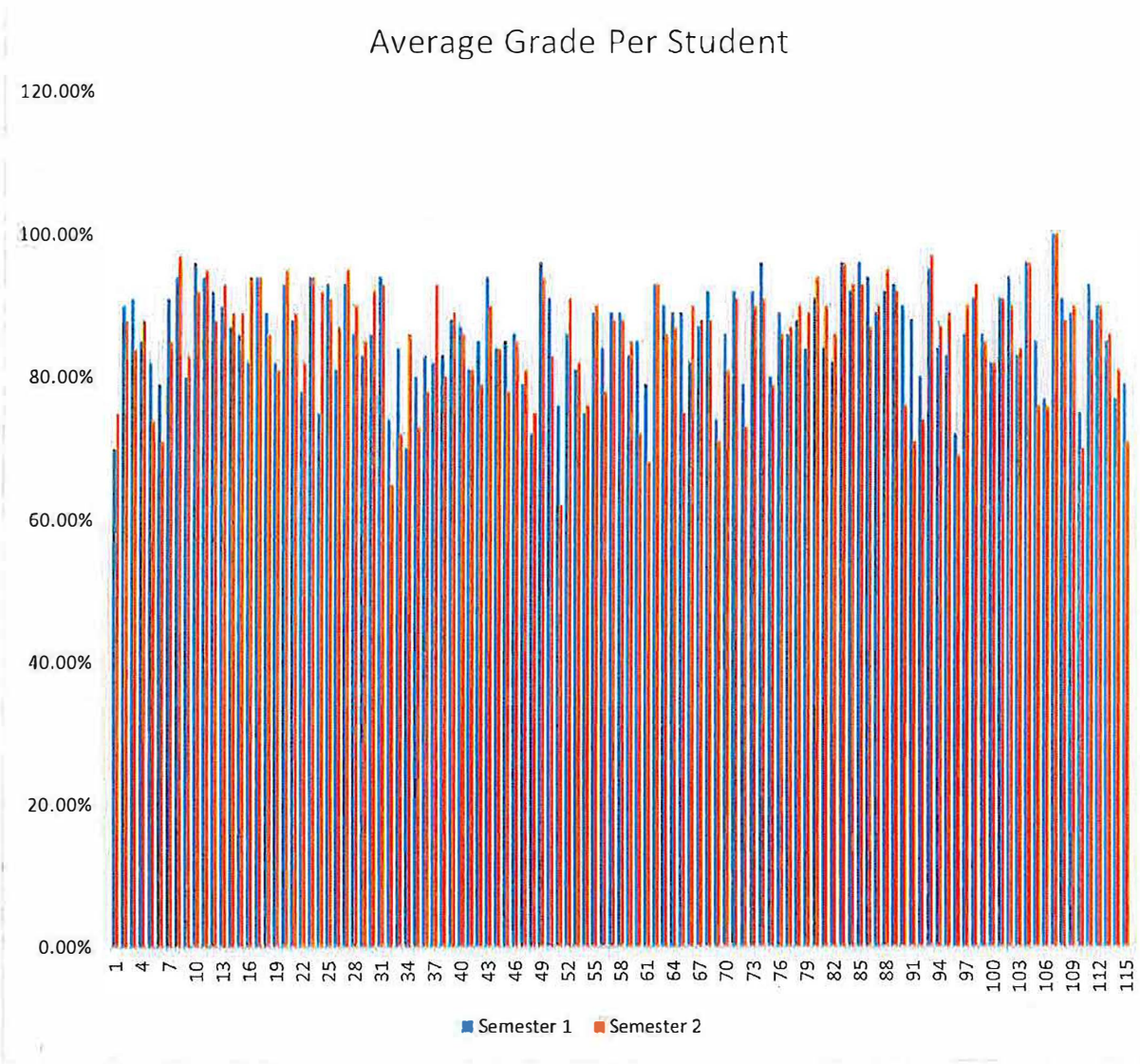
2022-2023 Total Count by Grade



Section 2 – Academic Success in High School

Academic Success Goal – Assist STEP-MBK/MSK members to achieve a 5% improvement in academic performance for each GPA Range (2.0 – 4.0)

The table below depicts the average grade for students during the 2022-2023 school year.

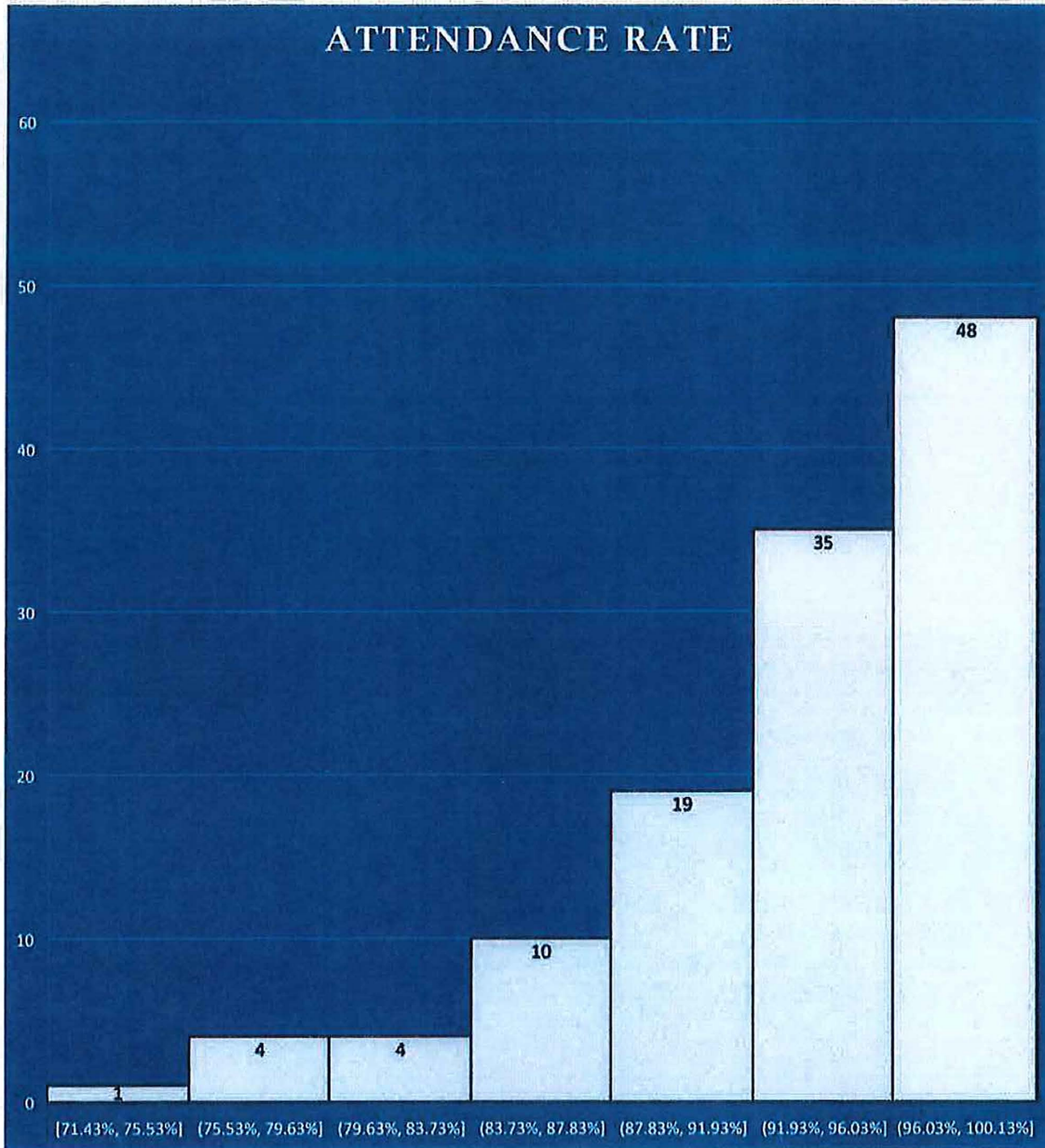


Section 3 – School Attendance

School Attendance Goal – Decrease the number of absences for MBK/MSK members by 5%.

The charts below illustrate the attendance rate of MBK/MSK Youth. Per the chart below most of our youth have a 90% attendance rate.

Note: Data is derived from FWISD Attendance reports – PY 2022/2023

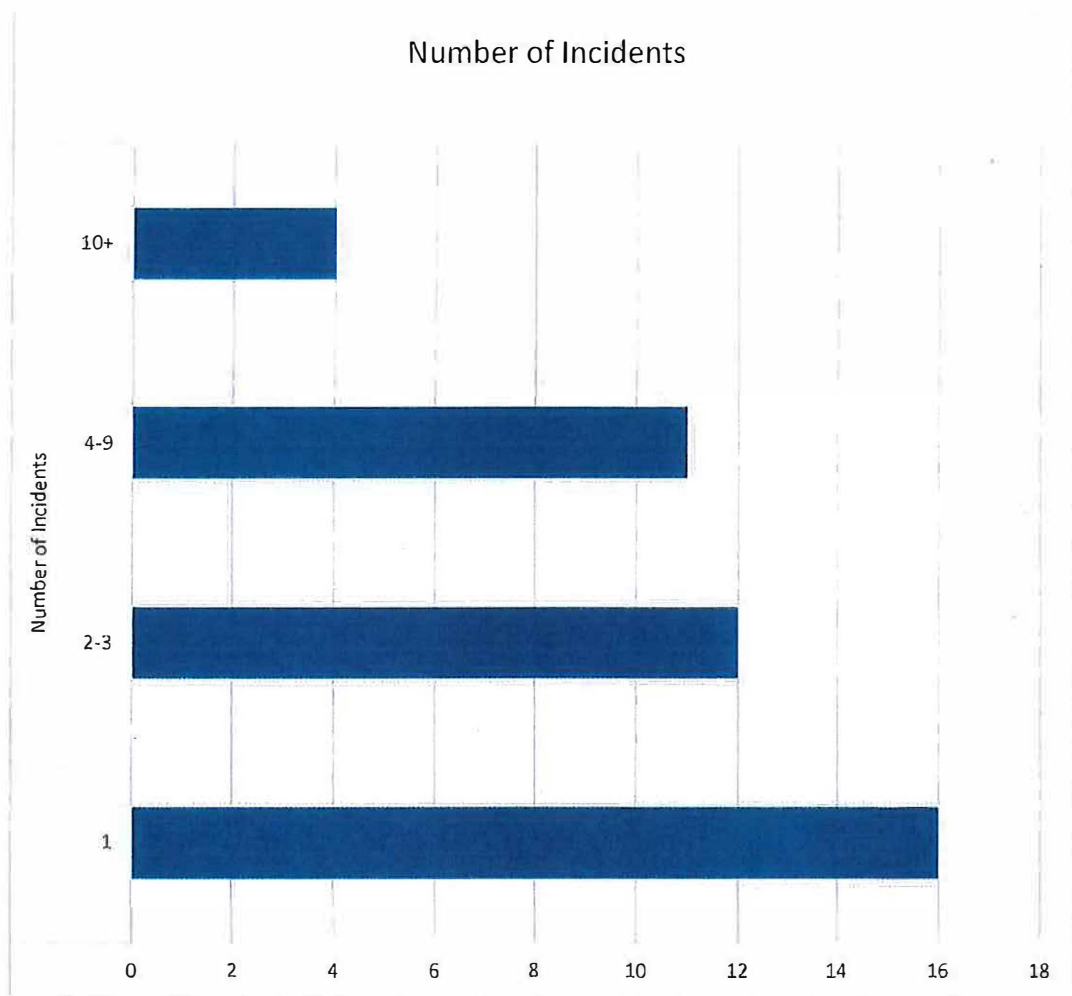


Section 4 – Behavior

Behavior Goal – Decrease the number of behavior incidents for MBK/MSK members by 5%.

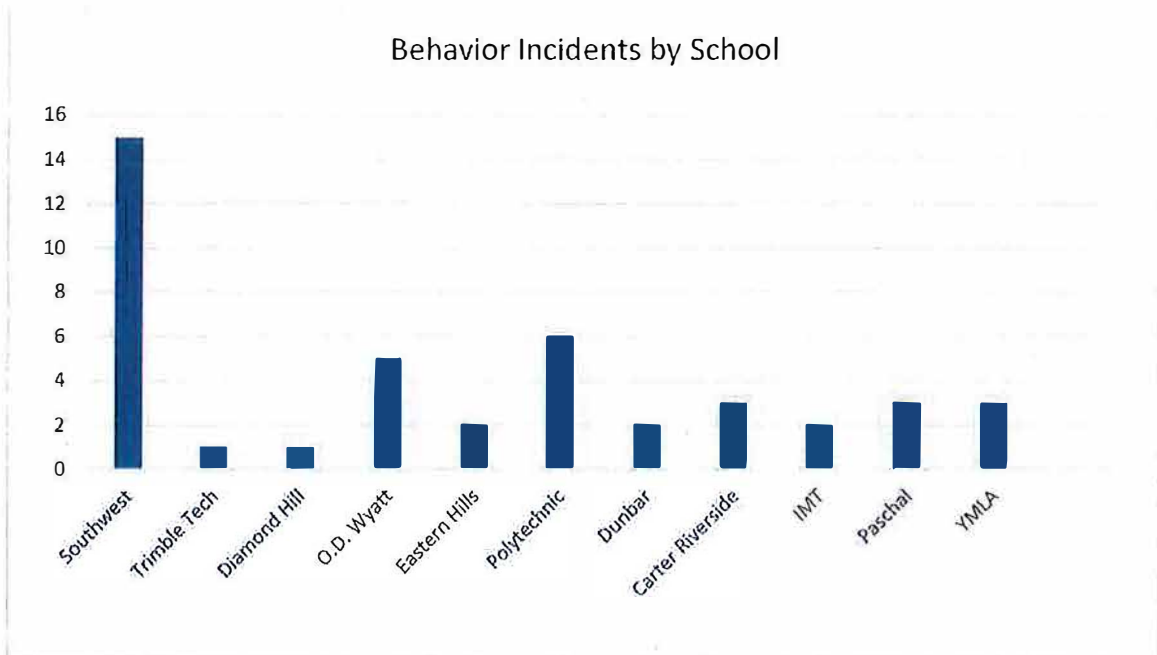
The Charts below show the number of behavior incidents enrolled members were written up for during the 2022-2023 school year.

2022-2023 Total Number of Incidents



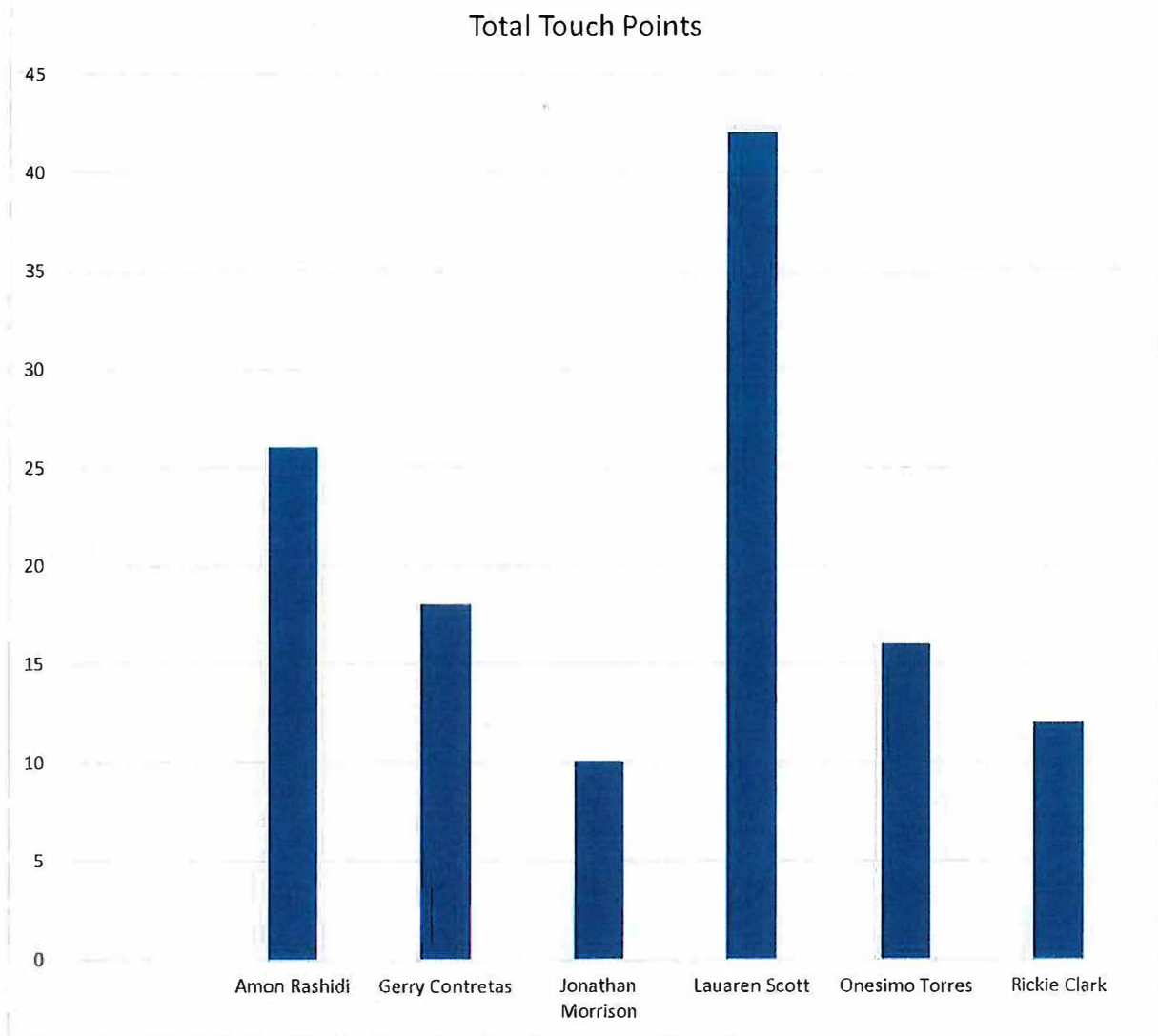
2022-2023 Total Behavior Incidents by School

Schools	PY 2022-2023
Carter Riverside	3
Diamond Hill	1
Dunbar	2
Eastern Hills	2
IMT	2
O.D. Wyatt High School	5
RL Paschal High School	3
Polytechnic	6
Southwest High School	15
Trimble Technical	1
YMLA	3

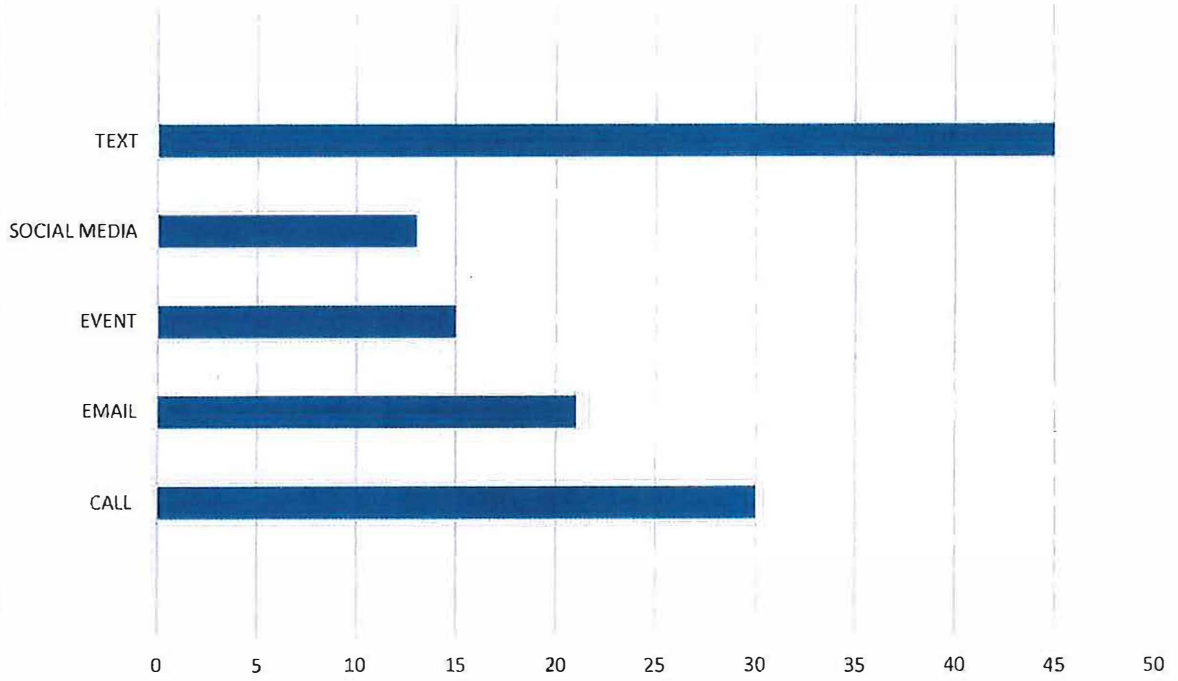


Section 5 – MBK/MSK Touchpoints and Engagement

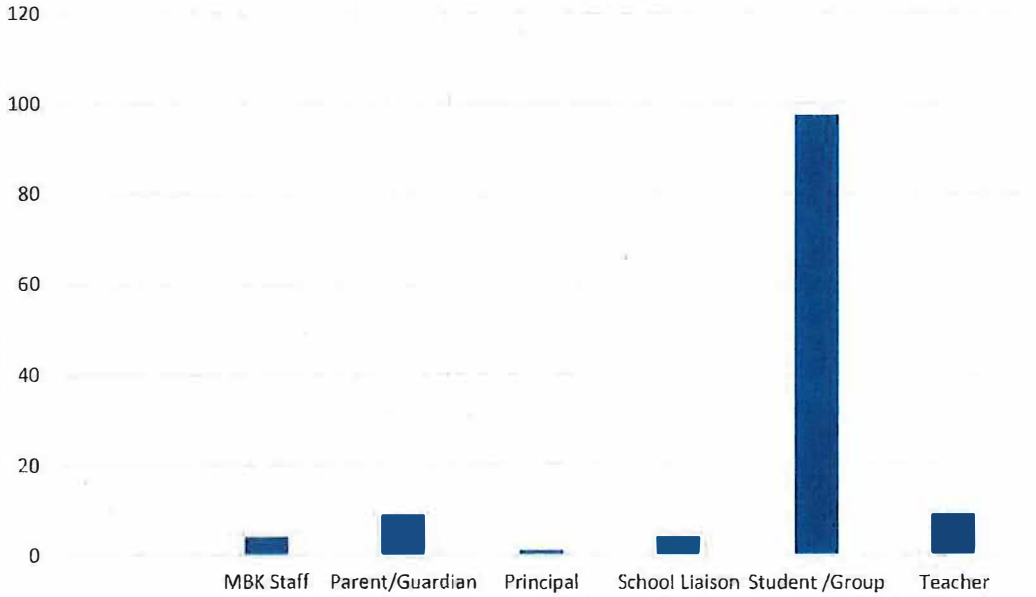
STEP MBK/MSK program activities include touchpoints with MBK/MSK students and families in response to behavior or attendance issues and to provide additional support to meet their needs. We partnered with service providers and external partners to strengthen connections that will enhance support services (wraparound services) for students and families.



Touch Points by Type



Touch Points by Engagement



CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY FOR JUVENILE TEACHING SERVICES FOR THE 2023 - 2024 SCHOOL YEAR**

BACKGROUND:

Fort Worth ISD (FWISD) has maintained a long-standing contractual relationship with Tarrant County to provide juvenile teaching services. This agreement, whereby the District will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program (JJAEP), upholds the provision of carrying out requirements of the Texas Education Code, Chapter 37.

While Fort Worth ISD will provide one (1) Coordinator of Educational Services, five (5) full-time certified teachers and one (1) full-time certified special education teacher, the Tarrant County Juvenile Board through Tarrant County Juvenile Services will reimburse FWISD for the teacher and administrator expenses in an amount not-to-exceed of \$663,142 for the 2023 - 2024 school year. If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24; this contract amount may be increased.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2023 - 2024 School Year
2. Decline to Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2023 - 2024 School Year

FUNDING SOURCE: *Additional Details*

Special Revenue 499-XX-6119-001-040-24-776-000000-24376

COST:

JJAEP \$663,142

VENDOR:

Tarrant County Juvenile Services

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Student Discipline and Placement
Fort Worth ISD Students Assigned to JJAEP

RATIONALE:

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program for expelled students pending adjudication and or under court supervision. Tarrant County's Juvenile Justice Alternative Education Program is in the Fort Worth Independent School District attendance zone.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4



STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

JUVENILE SERVICES CONTRACT
FOR TEACHING SERVICES
WITH FORT WORTH ISD

BACKGROUND

This Juvenile Services Contract for Teaching Services with Fort Worth ISO ("Contract:") is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37 of the Texas Education Code, and it incorporates the same as if fully set out herein. The COUNTY and PROVIDER desire to enter this Contract, whereby the PROVIDER will support and maintain the instructional program for the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this serves a public purpose for Tarrant County Juvenile Services, hereinafter referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP, in Tarrant County, Texas.

CONTRACT FOR SERVICES

1 SCOPE OF SERVICES

PROVIDER will supply and/or perform the following:

- 1.1 One (1) Coordinator of Educational Services;
- 1.2 Five (5) full-time certified teachers;
- 1.3 One (1) full-time certified special education teacher;
- 1.4 If it becomes necessary to add additional teachers to maintain a teacher-student ratio of 1:24, this Contract amount may be increased to that extent;
- 1.5 PROVIDER will be fully responsible to ensure that the program meets all educational instruction requirements and meets all reporting and documentation requirements pursuant to all federal, state, and local laws, including special education requirements per the Memorandum of Understanding. A copy of said MOU is attached hereto as "**Attachment "A"**" and is incorporated herein for all purposes; and
- 1.6 PROVIDER will designate the Coordinator of Educational Services and COUNTY will designate Mr. Jesus Reyes, JJAEP Administrator, 3131 Sanguinet, located in Fort Worth, TX 76107, Phone: 817-255-2522, as coordinator. In the event said person, for whatever reason, ceases to be the liaison or coordinator, the party represented thereby will immediately designate a new (or interim) liaison or coordinator and will notify the other party of such designation. The liaisons/coordinators will work together to ensure the effective communication necessary to this joint effort.

2 TERM

This Contract will begin on September 1, 2023 and concludes on August 31, 2024. The instructional day will be a minimum of seven hours. The length of the school year will be 180 days with an optional 35 days for the summer session.

3 EVALUATION CRITERIA

- 3.1 The performance of PROVIDER, in achieving the goals of COUNTY, will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals for PROVIDER:
 - 3.2.1 Provide an instructional program that allows students to perform at grade level with a one year level of student academic progress in the areas of reading and math, for one year of instruction.
 - 3.2.2 Provide a counseling and behavioral component to address student behaviors and needs, while promoting pro-social skills, self-sufficiency, self-discipline, and family involvement.
- 3.3 COUNTY shall additionally evaluate PROVIDER by the following output measures:
 - 3.3.1 Provide, supervise, and evaluate Coordinator(s) of Educational Services, five (5) certified teachers, one (1) certified special education teacher, and daily coverage for up to 215 school days.
 - 3.3.2 Provide four (4) core academic subjects, Computer Lab, and GED quality curriculums and instruction.
 - 3.3.3 Coordinate, organize, and administer state mandated testing, including TAKS, IOWA Test of Basic Skills, STAAR and End of Course.
 - 3.3.4 Maintain high standards, work effectively in a collaborative environment and provide consistency and opportunities to motivate students towards educational success and achievement.
- 3.4 COUNTY shall further evaluate PROVIDER by the following outcome measures:
 - 3.4.1 Overall student progress is a minimum of ½ grade level per 90 day successful expulsion completion, as measured by the state mandated IOWA test of Educational Achievement pre and post testing.
 - 3.4.2 Maintain a minimum of 85% successful program completion rate.
 - 3.4.3 Achieve a minimum of 80% daily attendance rate.

4 COST

COUNTY will pay not more than \$663,142.00 pursuant to this Contract for reimbursement of teacher expenses. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accordance with this Contract;
- 4.2 PROVIDER will send monthly invoice to Tarrant County Juvenile Services, ATTN: Jesus Reyes, 2701 Kimbo Road, Fort Worth, TX 76111 or JReyes@tarrantcounty.com
- 4.3 PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract; and
- 4.4 Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5 EXAMINATION AND RETENTION OF RECORDS

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers, and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect, and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect, and exploitation, interviews, and the administration of questionnaires to the staff of PROVIDER and the children, when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit, or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6 CONFIDENTIALITY OF RECORDS

PROVIDER shall maintain strict confidentiality of all information and records relating to juveniles participating in JJAEP, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

7 DUTY TO REPORT

- 7.1 As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:
- 7.1.1 Local law enforcement agency (such as the Tarrant County Sheriff's Office); and
 - 7.1.2 Texas Juvenile Justice Department, hereinafter referred to as "TJJD", by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - 7.1.3 TCJS to facsimile number 817-838-4646.
- 7.2 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- 7.3 The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8 FINANCIAL RESPONSIBILITY

PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.

9 AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege, or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege, or other amenities of employment with the PROVIDER.

10 THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

11 DISCLOSURE OF INFORMATION

- 11.1 PROVIDER warrants that, prior to entering this Contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to Chief Probation Officer at 817-838-4643.
- 11.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities related to the services under this Contract;
 - 11.1.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER providing services under this Contract that has direct contact with the juveniles;
 - 11.1.3 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death, or other serious incidents involving a juvenile that has been placed by COUNTY;

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- 11.1.4 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of PROVIDER providing services under this Contract that has direct contact with juveniles was the alleged or designated perpetrator;
 - 11.1.5 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants providing services under this Contract that have direct contact with juveniles that are registered sex offenders; and
 - 11.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants providing services under this Contract that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 11.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER providing services under this Contract, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this contract precludes such individual from being placed in a position that involves direct contact with juveniles.

12 EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

13 ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without the prior written consent of COUNTY.

14 OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

15 DEFAULT

- 15.1 COUNTY may, by written notice of default to PROVIDER, terminate the whole or any part of this Contract as it deems appropriate, in any of the following circumstances:
 - 15.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 15.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms;
 - 15.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.
- 15.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future.

16 COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

17 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

- 17.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, upon giving notice to the PROVIDER.
- 17.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

18 TERMINATION

- 18.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 18.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 18.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 18.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 18.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

19 PARTIES ADDRESSES

COUNTY

Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, TX 76196

PROVIDER

Dr. Angelica M. Ramsey
Superintendent, Fort Worth ISO
100 North University Dr., Suite 150
Fort Worth, TX 76107

20 WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, or subcontractors against COUNTY.

21 SOVEREIGN IMMUNITY

This Contract shall not be interpreted to insure to the benefit of a third party not a party to this Contract. This Contract

may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Contract, party's agent, or party's employee, otherwise provided by law.

22 REPRESENTATION AND WARRANTIES

22.1. PROVIDER hereby represents and warrants the following:

- 22.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 22.1.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;
- 22.1.3 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJJ administrative rules regarding abuse, neglect, and exploitation allegations; and
- 22.1.4 That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJJ website: *Notice to Public Regarding Abuse, Neglect, and Exploitation* and *Notice to Employees Regarding Abuse, Neglect, and Exploitation*.

23 TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

24 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

25 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

- 25.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by TJJJ, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 25.2 The PROVIDER is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to measure progress toward specified Goals and Outcomes. Said Goals and Outcomes, if applicable, are published and attached hereto, and directly relate to program objectives as required by the Texas Human Resources Code Section 141.050(b). Goals and Outcomes may be periodically revised. Failure to comply with this requirement will be treated as a default. (**Attachment "B" - Goals and Outcomes**)
- 25.3 Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. (**Attachment "C" - Family Code 231.006**)
- 25.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJJ for juvenile boards, juvenile probation departments, and their subcontractors.
- 25.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure

performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services - (Attachment "D")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

- 25.6 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 25.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJJ, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration. County shall be responsible for all expenses associated with such an audit.
- 25.8 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 25.9 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

26 LEGAL CONSTRUCTION

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

27 PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

28 AMENDMENTS

28.1 [Reserved]

28.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

29 DISCLOSURE OF INTERESTED PARTIES

The Fort Worth Independent School District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code§ 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the _____ day of _____, 2023, by Commissioners Court Order Number _____

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Contract was formally approved by **Fort Worth Independent School District**, the entity authorized to bind FORT WORTH INDEPENDENT SCHOOL DISTRICT, by action on _____

Signature: _____

NAME: Dr. Angélica M. Ramsey

TITLE/ENTITY: Superintendent, Fort Worth ISD

ADDRESS: 100 North University, Suite 150

Fort Worth, TX 76107


PHONE: _____ FAX: _____

Lanchara D. Benitez
7/20/23

DRam
7/20/23

TARRANT COUNTY JUVENILE BOARD:

This Contract was formally approved by the Tarrant County Juvenile Board, the entity authorized to bind TARRANT COUNTY JUVENILE BOARD, by vote in public, posted meeting on 5/17/2023.

SIGNATURE: 
NAME: Susan McCoy, 153 District Court
TITLE / ENTITY: Juvenile Board Chair
ADDRESS: 100 N Calhoun, Fort Worth, TX 76196
Fort Worth, TX 76196
PHONE: 817-884-2691 FAX: _____

TARRANT COUNTY, TEXAS:

This Contract was formally approved by the Tarrant County Commissioners Court, the entity authorized to bind TARRANT COUNTY, TEXAS, by vote in public, posted meeting on _____.

SIGNATURE: _____
NAME: Tim O'Hare
TITLE / ENTITY: Tarrant County Judge
ADDRESS: 100 East Weatherford Street
Fort Worth, TX 76196-0101
PHONE: 817-884-1441 FAX: 817-884-2793

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF \$663,142.00:**

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _ _ _ _ _

Grant-2004/P0027-2024/2610115000/569011

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING FOR CHILDREN PARTICIPATING IN PRESCHOOL PROGRAMS**

BACKGROUND:

A Memorandum of Understanding (MOU) is renewed each year pursuant to Code 34 CFR 300.124(a) to ensure students transition from early intervention programs assisted under Part C of the Individuals with Disabilities Education Act (IDEA) to services provided by Fort Worth Independent School District (Fort Worth ISD) Part B with no interruption of services. Fort Worth ISD is responsible for services to children with disabilities ages 3 to 21, as required by Part B of IDEA. This MOU provides for the implementation of a seamless model of services from the agency outlined in IDEA Part C to the Local Education Agency (LEA) IDEA Part B.

Fort Worth ISD is also responsible for providing information to the out-of-district agency regarding all children under age 3 suspected of having a disability and discovered through the Child Find Process. The MOU is approved annually by the Board.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding for Children Participating in Preschool Programs
2. Decline to Approve Memorandum of Understanding for Children Participating in Preschool Programs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding for Children Participating in Preschool Programs

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Early Childhood Intervention (ECI)

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District - wide

RATIONALE:

The Memorandum of Understanding annual approval by the Board is necessary to ensure compliance of federal guidelines under IDEA and Texas Education Code 34 CFR 300.124(a).

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

MEMORANDUM OF UNDERSTANDING

Fort Worth ISD/SSA and ECI of North Central Texas 2023-2024

Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

Terms of Agreement:

This Memorandum will be effective for the 2023-24 fiscal year (September 1, 2023 through August 31, 2024); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI	LEA
<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ol style="list-style-type: none"> Must develop the IFSP within 45 days of initial referral to ECI; Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process. 	<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ol style="list-style-type: none"> Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit. Requirements defined by Part C as specified definitions. Must make services available to families and be flexible in accommodating their schedules. Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.
<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals. 	<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ol style="list-style-type: none"> Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation & mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis. TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.
<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ol style="list-style-type: none"> Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist; Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below; Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available; With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate; An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH 	<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ol style="list-style-type: none"> Referral information; A copy of the eye doctor report and/or otolaryngologist and audiologist reports; Evaluation/assessment reports; The initial and subsequent IFSPs; Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.) For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count; Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and A copy of the Visual Impairment Supplement that

D/HH/VI	LEA
<p>and/or VI will be addressed;</p> <p>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and</p> <p>g. Paperwork that has been received and documented by the 20th of each month.</p>	<p>addresses the expanded core curriculum and/or a copy of the D/HH Supplement that addresses preferred mode of communication.</p>
<p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);</p> <p>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);</p> <p>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and</p> <p>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.</p> <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <p>a. A functional vision evaluation and learning media assessment by a TVI;</p> <p>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;</p> <p>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>f. Services by a TVI and a COMS, as specified by the IFSP;</p> <p>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (ECI.aivideos@mhmrtc.org) using a designated naming convention in the subject line no later than one week following the day of the visit;</p> <p>h. Materials that are available through Quota Funds as specified by the IFSP; and</p> <p>i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count.</p>
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <p>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;</p> <p>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH</p>	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <p>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;</p> <p>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</p> <p>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA</p>

D/HH/VI	LEA
<p>will be addressed; and</p> <p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>	<p>timelines from signed parent consent provided by parent or by ECI to the district;</p> <p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (ECI.aividoes@mhmrtc.org) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
<p>6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.</p>	<p>6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.</p>
<p>7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.</p>	<p>7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.</p>
<p>8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.</p>	<p>8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.</p>
<p>9. No Additional Requirements</p>	<p>9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.</p>
<p>10. No Additional Requirements</p>	<p>10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.</p>

D/HH/VI	ECI	D/HH/VI	LEA
11.	Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.	11.	Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.
12.	No Additional Requirements	12.	Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

II. Transition Process

Transition	ECI	Transition	LEA
1.	By 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which will take place on the child's 3 rd birthday to: <ul style="list-style-type: none"> • Early Childhood Special Education; or • Other services that may be available, if appropriate. 	1.	LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by: <ul style="list-style-type: none"> • Signature on MOU; • Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family; • Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.
2.	<p>Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3rd birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3rd birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent's consent, ECI will send to LEA (by fax or email), the LEA notification form with family information that includes the date of initial eligibility, the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> • Deaf or Hard of Hearing (D/HH) • Autism (AU) • Deaf-Blindness (DB) • Emotional Disturbance (ED) • Intellectual and Development Disabilities (IDD) • Multiple Disabilities (MD) • Non-Categorical Early Childhood* • Orthopedic Impairment (OI) 	2.	LEA will treat the Part B Potentially Eligible Notification as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.

Transition ECI	Transition LEA
<ul style="list-style-type: none"> • <i>Other Health Impairment (OHI)</i> • <i>Learning Disability (LD)</i> • <i>Speech Impairment (SI)</i> • <i>Traumatic Brain Injury (TBI)</i> • <i>Visual Impairment (VI)</i> <p><i>*The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> • <i>Intellectual and Development Disabilities (IDD),</i> • <i>Emotional Disturbance (ED),</i> • <i>Specific Learning Disability (SLD), or</i> • <i>Autism (AU).</i> <p><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:</i></p> <ul style="list-style-type: none"> • <i>Learn,</i> • <i>Maintain health status required to attend and participate in school,</i> • <i>Navigate the school environment,</i> • <i>Make and maintain positive relationship with other children,</i> • <i>Communicate effectively with others,</i> • <i>Understand and process verbal instruction and/or</i> • <i>Manage his/her own behavior.</i> 	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3rd birthday. The ECI service coordinator will attend the transition conference (face-to-face meeting).</p> <p>108.1217 (b) If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <p>(1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires:</p> <p>(A) The face-to-face attendance of the parent and the service coordinator; and</p> <p>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.</p> <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3rd birthday.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> • Discuss how eligibility is determined, the assessment process, and the ARD process • Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B • Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility. • Explain timelines to determining eligibility.

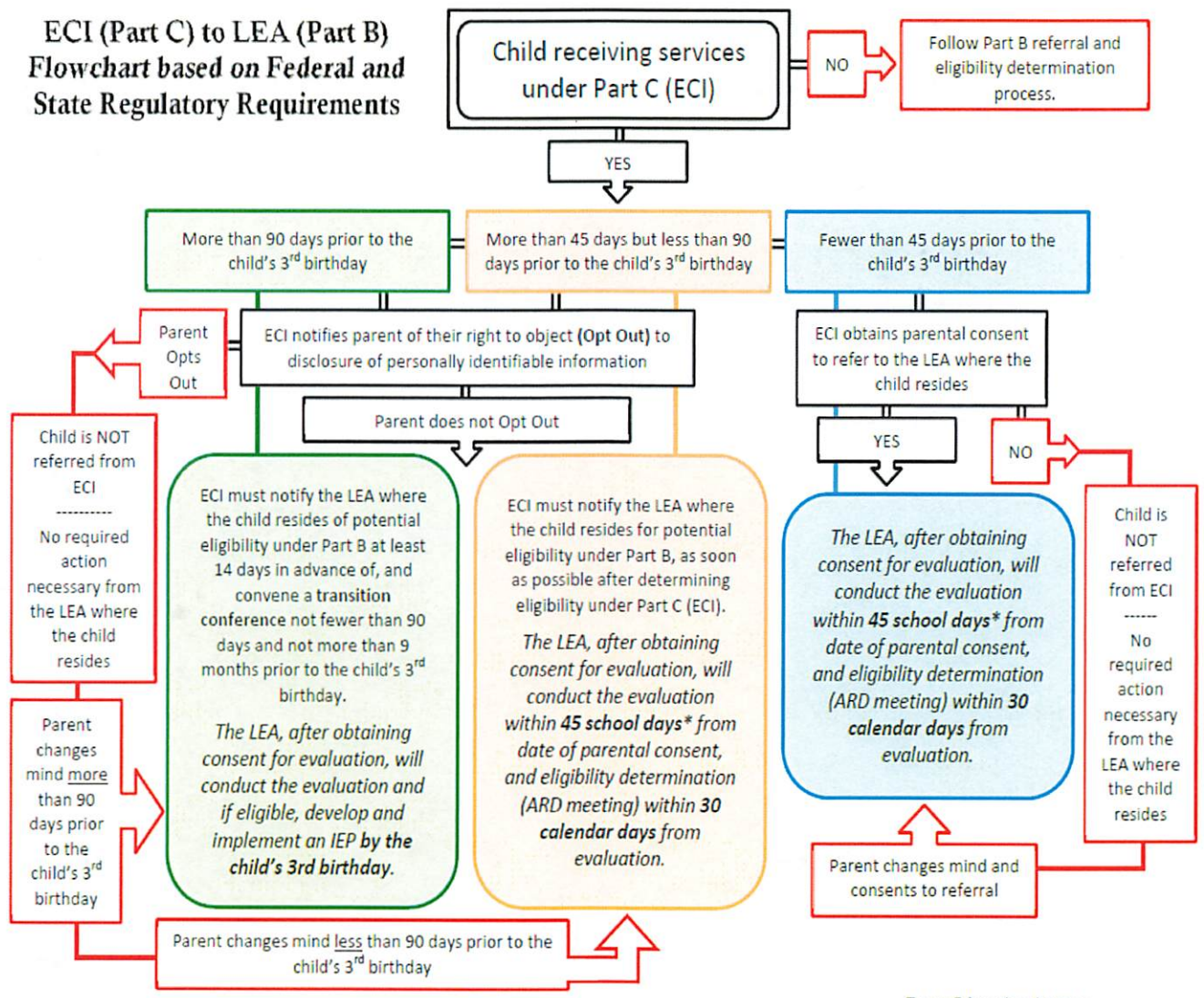
Transition	ECI	Transition	LEA
	If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.		<ul style="list-style-type: none"> Follow up with the family as appropriate after the transition conference. Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3. <p>By the 3rd birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.</p>
	4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.	4.	<p>LEA will provide the following information to ECI:</p> <ul style="list-style-type: none"> information about special education and related services, including a description of the Part B eligibility definitions; transition timelines; process for consenting to an evaluation; eligibility determination; and extended year services.
	5. No Additional Requirements	5.	<p>If the child's 3rd birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))</p>
	6. No Additional Requirements	6.	<p>LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3rd birthday.</p> <p>The parent is provided a copy of the <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process</i> Parent signs a receipt verifying that they have received the documents and understand the contents.</p> <p>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).</p> <p>If the LEA determines that it will not conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.</p> <p>With parental consent, LEA will notify ECI of decision to not conduct an evaluation.</p>
	7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is	7.	<p>The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301)</p>

Transition ECI	Transition LEA
required for the attendance of the ECI service coordinator at the evaluation.	<ul style="list-style-type: none"> • The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT, TOD/HH/TVI, COMS, etc.). • The LEA may accept an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.
8. The ECI service coordinator may be notified of the ARD meeting with parent consent.	8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.
9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.	<p>9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323)</p> <ul style="list-style-type: none"> • The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved. • The parent must provide consent for initial placement prior to initiation and implementation of special education services. • The parent reserves the right to not provide consent for the initial provision of special education and related services. • The parent reserves the right to revoke consent for special education services at any time. • With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services.
10. ECI will continue to provide full IFSP services until the child's 3 rd birthday.	10. The LEA will provide services as outlined in the IEP.

III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3rd Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 rd birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 rd birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 rd birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



* In accordance with current State established initial evaluation timelines.

IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> • Document and treat as referral • Collaborate with parent to get consent to evaluate. • Assess • Hold ARD meeting • Develop IEP by 3rd Birthday
2. Invitation to Transition Conference	<ul style="list-style-type: none"> • Respond to invitation to transition conference • Attend the conference • Document date of conference, the participants, and the steps to determine a child's part B eligibility.
3. Electronic Communication	<ul style="list-style-type: none"> • Parent gives Consent • District employees must be () public record.
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> • Refer ECI to TODHH and/or TVI then: <ol style="list-style-type: none"> a. Obtain copy of Assessment Consent Form b. Assess c. Attend IFSP meeting d. Begin services if eligible e. Report progress notes for each visit to ECI on a weekly basis

V. Definitions

Word / Acronym	Definition
ARD	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
COMS	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
D/HH	Deaf / Hard of Hearing
ECI	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
ECS	Early Childhood Services
ECSE	Early Childhood Special Education
EIS	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
ESC 11	Education Service Center Region 11
ESY	Extended School Year
IDEA Part B	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
IDEA Part C	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
IEP	Individualized Education Plan used to define services for children (ages 3-21)


Word / Acronym	Definition
IFSP	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.
IFSP Team	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
LEA	Local Education Agency; a term commonly used to mean a school district or charter school
Limited Personally Identifiable Information	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
LRE (LEA)	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
Natural Environment (ECI)	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.) Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
Part B Potential Eligibility Notification	Information sent to the school to begin the referral process; similar to the former 90-day referral
Prior Written Notice	The school district must provide a written notice (information received in writing) whenever the school district: <ol style="list-style-type: none"> (1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or (2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child. The school district must provide the notice in understandable language (34 CFR §300.503(c)).
Procedural Safeguards	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
Receiving services	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
RDSPD	Regional Day School Program for the Deaf
Service Coordinator	The ECI employee or subcontractor who: <ol style="list-style-type: none"> (1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications); (2) Is assigned to be the single contact point for the family; (3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and (4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.


Word / Acronym	Definition
SPP12	State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA
TEA	Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students.
TODHH	Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing
Transition Conference	Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI
TSBVI	Texas School for the Blind and Visually Impaired
TSD	Texas School for the Deaf
TVI	Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments
VI	Visual Impairment

VI. Signatures

We have reviewed and adopted this Memorandum of Understanding between Fort Worth ISD (LEA) and ECI of North Central Texas (ECI).

On behalf of Fort Worth ISD (LEA).

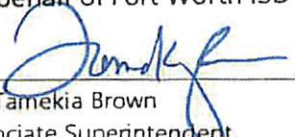

 Signature _____ Printed Name _____ Title _____ Date 7/3/2023


 Signature _____ Printed Name _____ Title _____ Date 7/13/23

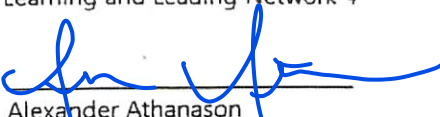
On behalf of ECI of North Central Texas:

 Signature _____ Printed Name _____ Title _____ Date _____

On behalf of Fort Worth ISD (LEA) continued:


 Dr. Tamekia Brown
 Associate Superintendent
 Learning and Leading Network 4

 Dr. Angélica M Ramsey
 Superintendent of Schools


 Alexander Athanason
 Attorney

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: APPROVE PURCHASE OF EQUIPMENT AND SERVICES FOR FIRE ALARM REPLACEMENTS

BACKGROUND:

Fire alarm systems are essential operational equipment for schools. The fire alarm equipment at two (2) campuses are outdated and require replacement. This request includes equipment, materials, and installation services for a complete fire safety system replacement at Jean McClung Middle School and at the International Newcomers Academy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Equipment and Services for Fire Alarm Replacements
2. Decline to Approve Purchase of Equipment and Services for Fire Alarm Replacements
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Equipment and Services for Fire Alarm Replacements

FUNDING SOURCE: *Additional Details*

TRE	198-51-6299-810-070-99-423-000000.....	\$255,354
	198-51-6299-810-062-99-423-000000.....	\$88,970

COST:

\$344,324

VENDORS:

Century Fire Protection - *EPCNT RFP 22-09-914 Irving ISD*
Texas Fire & Sound - *Buyboard Contract #654-21*

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing was obtained through Buyboard Contract #654-21 and EPCNT RFP 22-09-914 Irving ISD; supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Jean McClung Middle School
International Newcomers Academy

RATIONALE:

This purchase provides the required fire safety equipment for this campus.

INFORMATION SOURCE:

Marlon Shears, Chief Information Officer, Technology



Fire Alarm Proposal

Date: June 28, 2023

To: Project: FWISD Jean McClung Middle School

Educational Purchasing Cooperative North Texas
22-09-0914

Fort Worth, TX
Date of Plans: N/A

Base Bid Scope of Work:

Century Fire Protection will provide plans, permit, and test with the City of Fort Worth Fire Department. Century Fire Protection will provide a new fire alarm system with the following material per NFPA, local City codes, and plans provided.

- Addressable Silent Knight fire alarm panel with voice evacuation in Building #1. (1)
- Remote power supplies in each building as needed. (5)
- Remote LOC panels with amplifiers in each other building. (4)
- Addressable photo smoke detector located above the main fire alarm panel and remote panels as needed, also in all corridors and common areas of all buildings except the admin building. The admin building will have 100% smoke detector coverage due to not being sprinkled. Located in each elevator lobby and in each elevator machine room for recall functions. (117)
- 24V CO detectors with addressable mini modules located in each classroom, the kitchen area, and any other rooms that have gas burning appliances. (45 of each)
- Addressable duct detectors on all AHU units over 2000 CFM with relays for shutdown (10 of each per request)
- Addressable manual pull station located next to the main fire alarm panel and at each LOC in each other building. Also located in each sprinkler riser room per City of Fort Worth amendments (9)
- Addressable heat detectors located in each mechanical room, stage area, and kitchen area. (11)
- Remote mount annunciator located at the front entrance of building #1 (1)
- Addressable monitor modules to monitor the fire sprinkler water flow and tamper installed by others in each building except the admin building. (16)
- Addressable monitor modules to monitor the kitchen hood system installed by others. (2)
- Ceiling mount speaker strobes throughout each building for occupant notification. (117)
- Ceiling mount strobes throughout each building for occupant notification. (85)
- Weatherproof horn speaker located on the outside of the building above the FDC connection per code. (4)
- 110v surge protector provided by Century Fire Protection and installed by others. (8)
- 24V surge protector located at each point the fire alarm wiring leaves or enters each building. (12)
- We will run over head wire between each building to connect the SBUS and VBUS to each building.
- We will provide any necessary box covers for the old system boxes as we demo the old system.
- We will provide any necessary ceiling tiles.
- Wall mount records document box per code.
- We will provide all back boxes and conduit for the new system.
- We will provide all electrical work as need for the new fire alarm panels.
- We will demo the old fire alarm system upon completion of the new fire alarm system and testing with the fire marshal.

Base Bid Notes:

- CAD files are to be provided by others. If CAD is not provided, then there will be an additional cost to provide CAD and will be quoted separately for this bid.
- All work covered under this proposal to be preformed during normal business hours. Monday thru Friday (7:00 AM to 4:00 PM)
- Any work required of Century Fire Protection that is above and beyond the above scope of work in this proposal.
- This proposal is good for 90 days from the date on this proposal.
- Duct detectors will be provided by Century Fire Protection and will be installed by others on all AHU units over 2000 CFM.

- Century Fire Protection can offer a (1) year warranty on labor and a (3) year warranty on material for this job.

Exclusions to Base Bid:

- All required fire caulking will be done by others.
- Sheet rock repair, painting, patch work or ceiling tile not included, to be done by others.
- Furnishing and installation of electromagnetic door holder hardware is excluded from this proposal.
- (2) Dedicated (POTT's) phone line for remote monitoring are to be provided by others.
- No fire pump monitoring is included in this quote.
- Safety standards in excess of our company standard safety policy requirements.
- Payment/performance bonds are excluded from our pricing. (They can be added for an additional cost to the base bid).
- Excludes 3D-BIM CAD drafting and modeling.
- Any third-party review if needed.

BASE BID TOTAL \$255,354.00

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

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ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : International Newcomers Academy

Proposal : 2304.9933.026

Date : 06/28/2023

Buy Board # : 654-21

FWISD Vendor # : 29652

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL PRICE (TAX EXCLUDED) \$ 88,970.00

Total Sum of Eighty-Eight Thousand Nine Hundred Seventy & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extend parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : International Newcomers Academy

Proposal: 2304.9933.026

Date : 06/28/2023

EXCLUSIONS;

1. Sales Tax
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
4. Any X-ray and/or core drilling operation, and underground trenching
5. Floor penetrations from level to level and all fire rated assemblies
6. Penetration of load bearing structural elements
7. Any required fire rated assemblies and access doors
8. Adequate structural capacity to support equipment
9. Wire-mold and/or exterior wire routing materials
10. Damage caused by other trades during construction
11. Electrical work (above 24 volts)
12. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
13. Rough in materials and labor (Conduit, back boxes & raceway)
14. Bid, Performance or Payment bonds
15. Fire Stopping

INCLUSIONS:

1. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
2. CO Detection in all Classrooms and areas containing gas
3. Voice Evacuation
4. Conduit & Backboxes as required
5. Demo of Existing System
6. Labor & materials to install the proposed equipment unless excluded otherwise herein
7. Project management
8. Field Drawings
9. Permit fees
10. System testing
11. Inspection with the AHJ
12. Training
13. One Year Warranty on Parts and Labor

SPECIAL CONDITIONS:

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD *.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

This proposal is valid for (90) Ninety days from the date on this proposal.

Project : International Newcomers Academy
 Proposal : 2304.9933.026
 Date : 06/28/2023

PROPOSAL NOTES:

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us
 Direct: (972) 998-7614

Client Company: _____	Company : Texas Fire & Sound
Client Signature: _____	Auth. TFS Officer: _____
Print Name : _____	Print Name : _____
Title : _____ Date: _____	Title Date : _____ Date: _____
<p><small>THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.</small></p> <p>TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)</p>	

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LINE CARD

Texas Fire & Sound, a 40-year-old company, with hundreds of years of combined experience and is a recognized leader in the Life Safety Industry. We have the experience to design, install, monitor, and service systems that will provide the user with the highest level of confidence as well as post installation services which are essential in today's changing Commercial and Industrial environment.

Specializing in Design Bid/Design-Build on new projects, existing system upgrades, tenant improvements, single or multi-story buildings, Texas Fire & Sound offers all phases of Life Safety and Security at professional and competitive pricing.

OUR SERVICES INCLUDE:

- ❖ FIRE ALARM
- ❖ VOICE – MASS NOTIFICATION
- ❖ BDA/DAS/ERRCS
- ❖ FIRE SPRINKLER – NEW/ADD/ALT/DEMO
- ❖ FIRE PUMPS
- ❖ FIRE EXTINGUISHERS
- ❖ LONG RANGE RADIO COMMUNICATIONS
- ❖ 24 HOUR "LIVE" ON-CALL SERVICE/REPAIR
- ❖ KITCHEN HOOD SUPPRESSION
- ❖ SECURITY
- ❖ SMOKE CONTROL
- ❖ CLOSED CIRCUIT TELEVISION
- ❖ ACCESS CONTROL
- ❖ BACKFLOW PREVENTORS
- ❖ 24 HOUR MONITORING
- ❖ FM-200 SYSTEMS
- ❖ TEST & INSPECTION
- ❖ NURSE CALL
- ❖ INTERCOM/PA
- ❖ AUDIO/VIDEO

OUR MANUFACTURER & SUPPLIER PARTNERS INCLUDE:

FIRE ALARM

- GAMEWELL/FCI
- IFP by HONEYWELL
- HOCHIKI
- HARRINGTON
- SILENT KNIGHT
- VESDA
- POTTER

ACCESS CONTROL

- HONEYWELL
- NETACCESS CONTROLS
- GALAXY
- CONTINENTAL ACCESS
- BRIVO

SUPPRESSION

- PYRO-CHEM
- ANSUL
- FM-200
- BADGER

SMOKE CONTROL SYSTEMS

- GAMEWELL/FCI
- IFP by HONEYWELL
- KIRKLAND

CLOSED CIRCUIT TELEVISION

- HONEYWELL
- PANASONIC
- COSTAR VIDEO SYSTEMS

COMMUNICATIONS

- AES LONG RANGE RADIO
- IP
- DIGITAL
- BDA/DAS/ERRCS

BUILDING INTEGRATION

- HONEYWELL BIS
- BOSCH BIS

MONITORING

- FIRE ALARM
- SECURITY/BURGLAR
- PROCESS CONTROLS
- CCTV
- BDA/DAS/ERRCS

SECURITY SYSTEMS

- HONEYWELL VISTA
- DSC
- NAPCO

NURSE CALL – DOOR ENTRY

- AIPHONE
- TEK-TONE

VOICE – MASS NOTIFICATION

- GAMEWELL/FCI
- COOPER-WHEELLOCK
- IFP by HONEYWELL

AUDIO-VIDEO

- BOGEN
- EXTRON
- JBL/DA-LITE

ENGINEERING & DESIGN

- CAD DESIGN & DRAFTING
- NICET CERTIFIED
- PE STAMP
- FCC LICENSED

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE PORTABLE EXTINGUISHER AND HOOD INSPECTIONS**

BACKGROUND:

In the pursuit of ensuring the safety and well-being of all students, staff, and visitors, it is crucial for our school District to invest in regular inspections of portable extinguishers and vent hoods. These essential safety measures help prevent potentially catastrophic events such as fires. Portable extinguishers provide first-line defense in the event of a fire breakout, while vent hoods in our kitchen facilities help to control heat and eliminate hazardous fumes. Overlooked maintenance of these components could lead to severe safety hazards, alongside substantial financial and reputational consequences. Therefore, this investment is not only a regulatory requirement but also a proactive measure to ensure a safe and secure environment for our school community, reinforcing our District's commitment to safety-first ethos. This request is to provide inspections of the portable extinguishers and kitchen hoods. The service will cover inspections and a contingency provision to facilitate immediate repairs or replacements found at the time of inspection.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Portable Extinguisher and Hood Inspections
2. Decline to Approve Portable Extinguisher and Hood Inspections
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Portable Extinguisher and Hood Inspections

FUNDING SOURCE: *Additional Details*

General Fund 199-51-62XX-810-999-99-562-000000

COST:

\$68,235

VENDOR:

Texas Fire & Sound - *Buyboard Contract #654-21*

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing was obtained through Buyboard Contract #654-21; supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District - Wide

RATIONALE:

This purchase is predominantly anchored on safety and compliance. Regular inspections ensure that the safety equipment is in optimal working condition, crucial in preventing or addressing potential fire hazards. Moreover, these inspections are mandated by fire safety regulations and standards. Non-compliance not only risks the safety of students, staff, and property, but also may lead to legal implications and penalties. Therefore, prioritizing these inspections aligns with our commitment to provide a safe, conducive learning environment and uphold regulatory adherence.

INFORMATION SOURCE:

Marlon Shears, Chief Information Officer, Technology

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Fort Worth ISD

July 13, 2023

1324 Rockwood Lane Bldg 5

Fort Worth, Texas 76114

Attn: Randy Loftin

Subject to Buyboard Contract #254-21

Texas Fire & Sound is pleased to submit our proposal to perform the Annual Portable Fire Extinguisher and Kitchen Hood Suppression System test and inspection for quantities and materials below.

SCOPE OF WORK:

1. 2600 Fire extinguisher inspections	\$15,600
2. 180 Annual hood inspections	\$22,500
3. 175 Semi-annual hood inspections	\$21,875
4. 575 fuse links	\$ 6,900
5. 10 – 16g cartridge replacements	\$ 360
6. 200 Rubber nozzle caps	\$ 1,000

Total Base Bid.....\$68,235

This proposal is valid for 30 days upon which it becomes subject to review and amendment.

TERMS AND CONDITIONS AVAILABLE UPON REQUEST

ACCEPTANCE OF PROPOSAL

THE ABOVE PROPOSAL AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

Approved: _____ Date: _____

Owner Representative

Fire Alarm • Access Control • Burglar Alarm • CCTV • Integrated Systems
Extinguishers • Sprinkler • Suppression • Backflow Devices • Hoods • Fire Pumps
Audio Visual (A/V) • Structure Cabling • Intercom Sys. • ER Communication Sys. (BDA)



**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

**TOPIC: APPROVE SOFTWARE LIBRARY FOR CAREER AND TECHNICAL
EDUCATION PROGRAM INCLUDING A ONE MONTH
RATIFICATION**

BACKGROUND:

The Career and Technical Education (CTE) program uses hundreds of applications to support student learning. The software ranges from 3D, Robotics, Engineering, AutoCAD, and many more. This software library will provide students access to various lists of CTE applications and is hosted online. Since the term of the software agreement is from August 2023 to July 2024, approval of this item includes a ratification for the cost of services provided in August 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Software Library for Career and Technical Education Program Including a One Month Ratification
2. Decline to Approve Software Library for Career and Technical Education Program Including a One Month Ratification
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Software Library for Career and Technical Education Program Including a One Month Ratification

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-800-999-99-423-000000

COST:

\$292,383.33

VENDOR:

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
TIPS - 230105

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Career and Technical Education Program

RATIONALE:

The approval of this software library will allow students to log into one platform and have a library of applications used by the CTE program. The catalog is moderated and supported by a 3rd party, which will provide access to needed applications.

INFORMATION SOURCE:

Marlon Shears, Chief Information Officer, Technology
Kellie Spencer, Deputy Superintendent, District Operations



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

MARLON SHEARS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

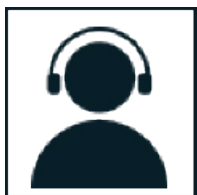
QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NMNS773	8/10/2023	ITOPIA FWISD 11 MONTH	0926086	\$292,383.33

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ITOPIA CLOUDAPPS ADV ACCESS SUB Mfg. Part#: ITOPIA-CUSTOM EDU itopia CloudApps All Access 11 month Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	10000	7426670	\$26.58	\$265,800.00
NEW ITEM Mfg. Part#: NEW-ITEM Premium On-Boarding & Support 12 Months to align to licensing Contract: Standard Pricing	1	NEW-ITEM	\$26,583.33	\$26,583.33

SUBTOTAL	\$292,383.33
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$292,383.33

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method:
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 | k12northtexas@cdwg.com

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CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE CONTRACT RENEWAL FOR EDUCATION SERVICE CENTER, REGION 11, INSTRUCTIONAL SOLUTIONS, AND SUPPORT CONTRACT FOR THE 2023 - 2024 SCHOOL YEAR

BACKGROUND:

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for the Instructional Solutions and Support contract. The all-inclusive package bundles former individual contracts (Administrative Services, Instructional Services, Digital Learning, and RETN) into a single contract to provide cost-effectiveness. The District's student enrollment numbers determine the annual cost of the contract. The contract term is from September 1, 2023, to August 31, 2024.

A comprehensive list of included services can be found on pages 1 - 3 of the Instructional Solutions and Support (ISS) contract. Listed below is a summary of bundle services provided through the ISS contract; individual services cannot be excluded or purchased separately through ESC Region 11.

- Professional development offerings including 20+ instructional conferences, 50+ teacher workshop sessions, and 16 online compliance courses.
- Compliance support and technical assistance for all State and Federal Programs.
- Canvas Learning Management System (LMS)
- Videoconferencing and Distance Learning services for access to interactive virtual learning and high school dual-credit courses, virtual field trips, remote access to the Texas Education Telecommunications Network (TETN), and Zoom Pro allocated licenses.
- BrightBytes Technology Survey – an anonymous survey that provides the district with technology use information, including classroom integration, access, skills, and environment. This survey does not collect Personal Identifiable Information (PII).
- Discovery Education – a digital learning platform that provides streaming educational multimedia content, instructional strategies, and ready-to-use activities in Science, Social Studies, Math, and STEM.
- TexQuest – a collection of library research databases such as Britannica School, EBSCO eBooks, Gale Resources, Infobase Learn 360, and ProQuest.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions and Support Contact for 2023-2024 School Year
2. Decline to Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions and Support Contact for 2023-2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions and Support Contact for 2023-2024 School Year

FUNDING SOURCE: *Additional Details*

General Fund	199-13-6239-800-999-99-423-000000.....	\$65,504.70
	199-21-6239-800-999-99-423-000000.....	\$100,000.00
	199-13-6399-800-999-99-423-000000.....	\$395,211.69

COST:

\$560,716.39

VENDOR:

Education Service Center (ESC) Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

Education Service Center Region 11, Contract 54541

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Approval of bundled services will provide District-wide access to professional development opportunities, digital learning resources, and technical assistance on compliance support for State and Federal Programs.

INFORMATION SOURCE:

Marlon Shears, Chief Information Officer, Technology



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
Executive Director

**Instructional Solutions and Support Contract
Fort Worth ISD - School Year: 2023-24**

Component	Bulk Pricing	Fee
Digital Tools BrightBytes VoiceThread TexQuest	\$0.99 per student <i>*Fee is based on March 2023 Enrollment</i>	\$65,504.70
Canvas Learning Mgt. System	\$2.73 per student <i>*Fee is based on March 2023 Enrollment</i>	\$198,697.59 *
Discovery EX Learning	\$2.70 per student <i>*Fee is based on March 2023 Enrollment</i>	\$196,514.10
Professional Learning	Virtual, Hybrid, and Face-to-Face Offerings for: <ul style="list-style-type: none"> • Learning Conferences, Workshops, Training for Professional and Administrative Staff • Technical Support for Accountability and TEA • Compliance Courses • Comprehensive list in ISS Contract Overview 	\$100,000.00
2023-24 Total		\$560,716.39

The Instructional Solutions and Support Contract (ISS) is valid from September 1 through August 31.

Online submission in the OnTrac system and the signed Board Summary Report will still be required for service activation for the 2023-24 school year.

Questions: Dr. Cathy Sewell, Deputy Executive Director - 817-740-3646



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.

Executive Director

**Instructional Solutions and Support Contract
Fort Worth ISD - School Year: 2023-24**

*

Component	Fee Explanation	Fee
ISS Contract with Canvas Learning Mgt. System 2022-23	<p>Fee for the ISS Contract with Canvas = \$197,604</p> <p>*Fee is based on previous Fall ADA per PEIMS.</p> <p>Per previous agreement implementation costs are phased in at half-price to support full implementation</p>	Implementation Rebate (50%) = \$98,802
ISS Contract with Canvas Learning Mgt. System 2023-24	<p>Beginning in the 2023-2024 school year, FWISD will pay the full price for the ISS Contract with Canvas.</p> <p>*Fee is based on previous</p>	\$198,697.59

Fort Worth ISD began Canvas LMS services during the 2021- 2022 school year with plans to extend to all staff/ students beginning in the 2022-2023 school year. Upon previous agreement, the ISS Contract with Canvas LMS services was added and implemented in the 2021-2022 school year with agreement to move to 50% Implementation Rebate. Full implementation and full price will be scheduled for the 2023-24 school year.

The Instructional Solutions and Support Contract (ISS) is valid from September 1 through August 31.

Online submission in the ESC 11 OnTrac system of the ISS Contract with Canvas and the signed Board Summary Report will still be required for service activation for the 2022-23 school year.

Please contact Dr. Cathy Sewell at 817-740-3646 with any questions regarding this pricing.

1451 S. Cherry Lane, White Settlement, Texas 76108 • (817) 740-3600 • Fax (817) 740-7600 • www.esc11.net

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

**TOPIC: APPROVE CELL SERVICE CONTRACT, INCLUDING A TWO (2)-
MONTH RATIFICATION, FOR USE WITH GLOBAL POSITIONING
SYSTEMS FOR DISTRICT BUSES AND VEHICLES**

BACKGROUND:

On January 13, 2015, the Board of Trustees approved the initial purchase of Global Positioning Systems (GPS) with both navigation and tracking systems, for all of the District owned vehicles, and has continued to renew these contracts in both the 2017 and 2019 fiscal years. Cell Service is required to use the GPS in all District buses (yellow fleet), and all District vehicles (white fleet). Both fleets are already equipped with a tracking device that helps identify vehicle location, performance, and route efficiency. Since the term of the cell service contract is from July 2023 to June 2024, approval of this item includes a ratification for the cost of services provided in July and August, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cell Service Contract, Including a Two (2)-Month Ratification, for Use with Global Positioning Systems for District Buses and Vehicles.
2. Decline to Cell Service Contract, Including a Two (2)-Month Ratification, for Use with Global Positioning Systems for District Buses and Vehicles.
3. Remand to Staff for Further Study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Cell Service Contract, Including a Two (2)-Month Ratification, for Use with Global Positioning Systems for District Buses and Vehicles.

FUNDING SOURCES: *Additional Details:*

General Fund	199-51-6256-001-999-99-434-000000.....	\$46,641.60
TRE	198-34-6256-001-999-99-434-000000.....	\$61,254.00

COST:

\$107,895.60

VENDOR:

T-Mobile

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
GSA – Contract #47QTCA22D008N

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
Transportation Department

RATIONALE:

The use of GPS will help support efficiencies in all District buses and vehicles. The ability to monitor the exact location of each unit provides a means for efficient routing, reduces production loss, and reduces fuel usage.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CUSTOMER INFORMATION		SALES REPRESENTATION	
Customer Name:	Fort Worth ISD	Name & Title:	Barbara Wooldridge
Financial Contact Name:	Izzy Santacruz	Phone:	469-774-8214
Address:	100 N University	Email Address:	Barbara.Wooldridge@t-mobile.com
City:	Fort Worth	T-MOBILE USA INC. Remit To Address: T-MOBILE USA INC Vendor PO Address: PO BOX 742596 Cincinnati, OH 45274-2596 Tax ID#: 91-1983600 Contract Number: 47QTCA22D008N	
State:	TX		
Zip:	76115		
Financial Contact Phone:	817-815-7409		
Email Address:	izamar.santacruz@fwisd.org		
Acct # (if applicable):	980222518 - Yellow Fleet		

QUOTE DATE:	OFFER EXPIRATION DATE:	DISCOUNTS	QUOTE ID REFERENCE	CONTRACT VEHICLE
7/6/2023	Budgetary Quote for SY 23-24	MRC NET	Budgetary	GSA

Equipment					
Quantity	Model	Cost per Unit	Extended Cost	Discount	Equipment Total
	N/A		\$ -	\$ -	\$ -
Equipment Total					\$ -

Service					
Quantity	Rate Plan	Gross Monthly Cost per Line	Net Monthly Cost per Line (18% Disc/GSA)	Regulatory Fee per Line	Recurring Monthly Costs
415	GeoTab Base Plan for Government	\$15.00	\$12.30	\$0.00	\$5,104.50
Monthly Service					\$5,104.50

Financial Summary			Service Period
Item	Monthly Cost	One Time Costs	Jul 2023 - Jun 2024
Service	\$5,104.50		\$61,254.00
Totals		\$0.00	\$61,254.00
Total		\$61,254.00	

CUSTOMER INFORMATION		SALES REPRESENTATION	
Customer Name:	Fort Worth ISD Transportation Dept	Name & Title:	Barbara Wooldridge
Financial Contact Name:	Izzy Santacruz	Phone:	469-774-8214
Address:	4200 Lubbock Avenue	Email Address:	Barbara.Wooldridge@t-mobile.com
City:	Fort Worth	T-MOBILE USA INC. Remit To Address: T-MOBILE USA INC Vendor PO Address: PO BOX 742596 Cincinnati, OH 45274-2596 Tax ID#: 91-1983600 Contract Number: 47QTCA22D008N	
State:	TX		
Zip:	76115		
Financial Contact Phone:	817.815.7409		
Email Address:	izamar.santacruz@fwisd.org		
Acct # (if applicable):	967805993 (White Fleet Vehicles)		

QUOTE DATE:	OFFER EXPIRATION DATE:	DISCOUNTS	QUOTE ID REFERENCE	CONTRACT VEHICLE
7/6/2023	Budgetary Quote for SY 23-24	MRC NET	Budgetary Quote	GSA

Equipment					
Quantity	Model	Cost per Unit	Extended Cost	Discount	Equipment Total
	N/A		\$ -	\$ -	\$ -
Equipment Total					\$ -

Service					
Quantity	Rate Plan	Monthly Cost per Line	Recurring Monthly Costs		
316	GeoTab Base Plan for Government	\$15.00	\$12.30	\$0.00	\$3,886.80
Monthly Service					\$3,886.80

Financial Summary			Service Period
Item	Monthly Cost	One Time Costs	SY Jul 23 - Jun 24
Service	\$3,886.80		\$46,641.60 \$0.00
Totals		\$0.00	\$46,641.60
Total		\$46,641.60	

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE PURCHASE OF SMALL LANDSCAPING EQUIPMENT AND CONTRACTED SERVICES**

BACKGROUND:

During the fiscal year 2023-2024, the District Operations Department (Department) will utilize the vendors listed below, awarded through purchasing cooperatives and competitive solicitation, to provide purchase small landscaping equipment as well as contracted services for grounds clean-up to supplement grounds-keeping tasks performed by the District’s Landscape Department across the District. The Department is requesting a not-to-exceed amount of \$800,000 based on previous annual expenditures.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Small Landscaping Equipment and Contracted Services
2. Decline to Approve Purchase of Small Landscaping Equipment and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Small Landscaping Equipment and Contracted Services

FUNDING SOURCES: **Additional Details**

General Fund	Department and campus Budgets as Determined
TRE	

COST:

Not-to-Exceed - \$800,000

VENDORS:

The Paysage Group – *RFP #21-050; RFP #22-136;*
Turf and Soil Management - *RFP #22-136*
Sports Field Solutions – *BuyBoard #641-21, #705-23*

PURCHASING MECHANISMS:

Competitive Solicitation

Cooperative Agreement

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

The Paysage Group

Turf and Soil Management

Bid/Proposal Statistics

Bid Number: 21-050

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Cooperative - Contract and Quote

Sports Field Solutions

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing was obtained through Buyboard Contract #641-21 & 705-23; supporting documentation is attached. The recommended vendor is listed above.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

All Schools and Facilities

RATIONALE:

Approval of landscaping equipment and contracted services will ensure that District Operations maintains clean and safe grounds for students and staff at all District facilities during the 2023 - 2024 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

**TOPIC: APPROVE MONUMENT SIGN EASEMENT FOR WHITESTONE
HEIGHTS SUBDIVISION AT 11553 BENBROOK BOULEVARD**

BACKGROUND:

On July 16, 2019, the Board of Education (BOE) approved the purchase of a 14-acre parcel out of Tract 2A04, Abstract 1565 T&N O RR Co Survey (also known as 11553 Benbrook Blvd) at the southwest corner of the intersection of Benbrook Boulevard and Hawkins Home Boulevard for school related facilities. There is a residential subdivision monument sign located at the eastern corner of the property that was erected by the developer of the adjacent housing community around 2003. An easement for the continued placement and maintenance of the sign has been requested by the Whitestone Heights Homeowners Association as one was never established by the developer or subsequent owner. The location of the sign and the proposed easement (.049 acres) in the extreme edge of the property will present negligible impact to the design and construction of a future school on the site.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Monument Sign Easement for Whitestone Heights Subdivision at 11553 Benbrook Boulevard
2. Decline to Approve Monument Sign Easement for Whitestone Heights Subdivision at 11553 Benbrook Boulevard
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Monument Sign Easement for Whitestone Heights Subdivision at 11553 Benbrook Boulevard

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

As the monument sign was pre-existing on the property at 11553 Benbrook Boulevard, and that an easement in place prior to the purchase in July 2019 would have presented negligible constraints to FWISD, it is recommended that FWISD grant the easement as described in the supporting documents.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

**Description of a
Monument Easement**

BEING a tract of land situated in the T.& N.O. RR. Co. Survey, Abstract Number 1565, City of Benbrook, Tarrant County, Texas, being a portion of that tract of land described by deed to Fort Worth Independent School District recorded in Instrument Number D219257699, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the west right-of-way line of Hawkins Home Boulevard (a variable width right-of-way) as shown on the plat of Whitestone Heights Addition, Phase 1, recorded in Instrument Number D203205813, said County Records and the north right-of-way line of Benbrook Boulevard (U.S. Highway 377 South, a variable width right-of-way), being the most easterly corner of said Fort Worth ISD tract;

THENCE S 39°20'12"W, 47.31 feet, with said north right-of-way line;

THENCE departing said north right-of-way line over and across said Fort Worth ISD tract the following bearings and distances:

N 50°39'48"W, 28.20 feet;

N 03°51'06"W, 31.66 feet;

N 45°03'14"E, 26.82 feet, to the aforementioned west right-of-way line of said Hawkins Home Boulevard, the beginning of a non-tangent curve to the left;

THENCE with said right-of-way line and curve to the left, an arc distance of 47.28 feet, through a central angle of 05°28'23", having a radius of 495.00 feet, the long chord which bears S 47°40'58"E, 47.27 feet to the **Point of Beginning** and containing 2,120 square feet or 0.049 acres of land more or less.

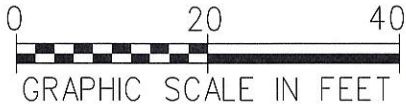
"Integral parts of this document"

1. Description
2. Exhibit



Basis of Bearing is the Texas Coordinate System North Central Zone 4202, NAD 83

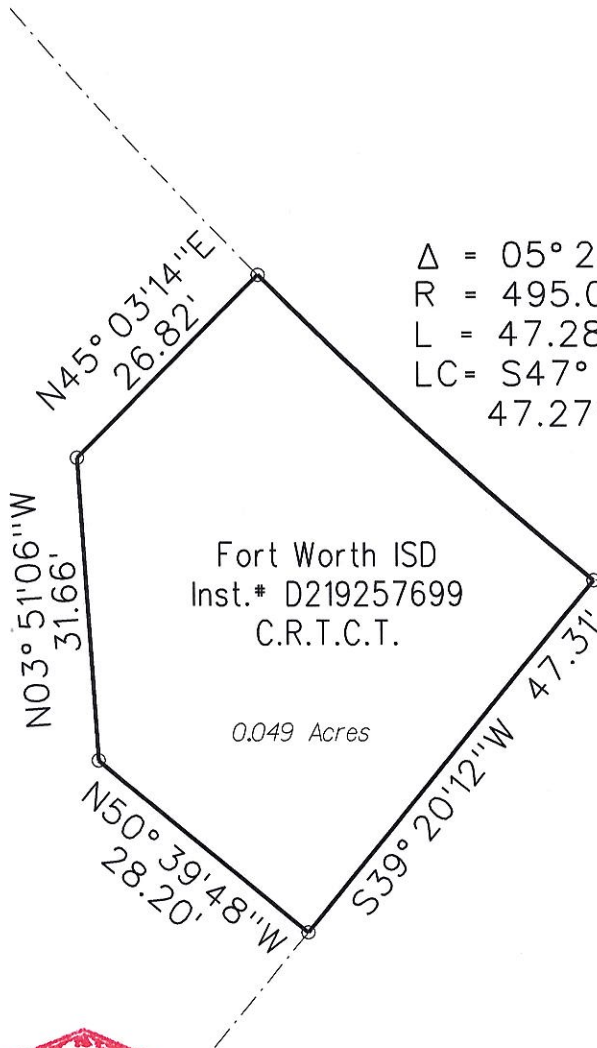
Lot 1, Block 1
Victron Benbrook Addition
Inst.* D222051408
C.R.T.C.T.



"Integral parts of this document"
1. Description
2. Exhibit

Hawkins Home Blvd.
(a variable width right-of-way)
Inst. # D203205813
C.R.T.C.T.

Benbrook Boulevard
U.S. Highway 377 South
(a variable width right-of-way)



$\Delta = 05^\circ 28' 23''$
 $R = 495.00'$
 $L = 47.28'$
 $LC = S47^\circ 40' 58'' E$
 $47.27'$

Fort Worth ISD
Inst.* D219257699
C.R.T.C.T.

0.049 Acres

Point of Beginning

T.&N.O. RR. Co. Survey,
Abstract Number 1565

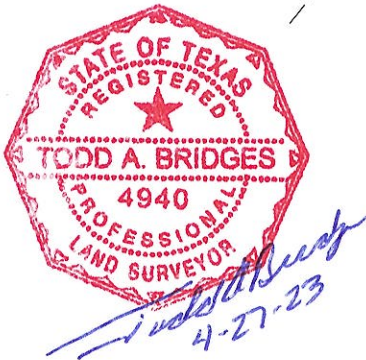


Exhibit of a Monument Easement

Situated in the T.&N.O. RR. Co. Survey, Abstract Number 1565, 327
City of Benbrook, Tarrant County, Texas.

PELTON
LAND SOLUTIONS
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

**TOPIC: **APPROVE TEMPORARY CONSTRUCTION EASEMENT AND
SANITARY SEWER EASEMENT AT BURTON HILL ELEMENTARY
SCHOOL FOR IMPROVEMENTS ON THE MAIN 199 C-R PARALLEL
INTERCEPTOR PROJECT****

BACKGROUND:

The City of Fort Worth has presented an offer to acquire a portion of the Burton Hill Elementary School property located at 519 Burton Hill Road, 76114 for a pair of easements related to a sanitary sewer mainline installation. The first is a temporary easement to be in place only for the duration of the construction project. The second is a permanent sanitary sewer easement. The proposed project is necessary due to capacity issues with the existing wastewater collection system that serves western Fort Worth, White Settlement and Westworth Village. The location of the proposed permanent easement (.564 acres) at the eastern edge of the property will present negligible impact to ongoing and future utilization of the site. Based upon an appraisal prepared by an independent firm, the City is offering \$161,834 in total compensation for the project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project
2. Decline to Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Temporary Construction Easement and Sanitary Sewer Easement at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations

RATIONALE:

The City of Fort Worth Water Department and the United States Army Corps of Engineers are coordinating a major upgrade to the wastewater collection system in western Fort Worth. Part of the pipeline project crosses a portion of the Burton Hill Elementary School property. These improvements will provide a significant benefit to the community and the School District, and there will not be an adverse impact to operations at the campus. It is recommended that Fort Worth ISD grant the relevant easements as described in the supporting documents.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE 2023 – 2024 UNIVERSITY INTERSCHOLASTIC LEAGUE MEMBERSHIP FEES**

BACKGROUND:

Research shows that participation in extracurricular activities has a positive effect on academic performance. Fort Worth ISD students benefit from participation in educational extracurricular academic, athletic, and music contests. The governing body that provides leadership and guidance for Texas public school extracurricular contests has an annual membership fee. The enrollment classification of the participating high school determines the amount of the membership fee. High school fees cover the membership fee for the District’s middle schools and elementary schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2023 - 2024 University Interscholastic League Membership Fees
2. Decline to Approve 2023 - 2024 University Interscholastic League Membership Fees
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2023 - 2024 University Interscholastic League Membership Fees

FUNDING SOURCE: *Additional Details*

General Fund	199-36-6495-001-XXX-99-344-000000.....	\$14,750
	199-36-6495-001-XXX-91-260-000000.....	\$49,700

COST:

\$64,450

VENDOR:

University Interscholastic League

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Amon Carter-Riverside High School
Arlington Heights High School
Benbrook Middle-High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
Marine Creek Collegiate High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Texas Academy of Biomedical Sciences
I.M. Terrell Academy for STEM and VPA
TCC South Collegiate High School
Trimble Technical High School
Western Hills High School
O.D. Wyatt High School
World Languages Institute
Young Men’s Leadership Academy
Young Women’s Leadership Academy

RATIONALE:

Membership fee is required for Fort Worth ISD students to participate in state-sponsored extracurricular activities and contests.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations



UNIVERSITY INTERSCHOLASTIC LEAGUE

MAKING A WORLD OF DIFFERENCE

P.O. Box 8028
Austin, TX 78713-8028
(512) 471-5883
FAX (512) 471-5908

DATE: July 2023

TO: Superintendent, Fort Worth ISD

FROM: Charles Breithaupt, Executive Director

SUBJECT: 2023-2024 Membership Application and Fees

Enclosed is the renewal for your schools' membership in the University Interscholastic League (UIL) for the 2023-2024 school year. Please sign and return the application with your payment to the UIL office at the above address no later than October 1, 2023.

Please verify and/or update all the information requested on the application for EACH high school you are enrolling. One fee for each high school automatically covers membership fees for all elementary and junior high schools in your district. Elementary and junior high schools should not be listed on the application. Each high school paying a membership fee will receive one hard copy of the *Constitution and Contest Rules*, acceptance forms to participate in all UIL activities and general mailings will be sent electronically.

The fees for 2023-2024 are as follows:

Conference 1A: \$2,500	Conference 4A: \$2,950
Conference 2A: \$2,600	Conference 5A: \$3,250
Conference 3A: \$2,800	Conference 6A: \$3,350

ISDs and open enrollment charter schools without a high school: \$1,800

We ask that you send one check to cover all schools in your district. If you would like to pay by wire, please contact finance@uiltexas.org. Please note that the deadline for paying 2023-2024 membership fees is October 1, 2023.

NOTE: ANY APPLICATION RECEIVED WITHOUT THE SIGNATURE OF THE SUPERINTENDENT WILL BE RETURNED.

2023-2024 MEMBERSHIP APPLICATION

**Due in the UIL office by October 1, 2023. Make check payable to: University of Texas at Austin, UIL.
Mail form and check to: University Interscholastic League, PO Box 8028, Austin, TX 78713-8028.**

Section 11: ADMISSION TO MEMBERSHIP

A school seeking membership in the UIL shall submit its application to the Executive Director. If the application (a) demonstrates that the school district or open enrollment charter school is eligible for membership, (b) states that the school board and superintendent comply and will comply with applicable state law, Texas Education Agency regulations and the terms of participation in UIL contests as set out in the *Constitution and Contest Rules*, (c) is signed by the superintendent, and (d) is accompanied by payment of the annual membership fee, the Executive Director shall enroll the school as a member of the UIL.

Section 10: QUALIFICATIONS FOR MEMBERSHIP

A public school district or open enrollment charter school in Texas that is subject to accreditation by the Texas Education Agency, or a private school subject to accreditation by the Texas Private School Accreditation Commission, may become a member of the UIL in accordance with the following:

- (a) **ALL HIGH SCHOOLS.** A high school must fit the definition of "High School" in Section 5 in order to be eligible to participate in UIL competition.
- (b) **PUBLIC SCHOOL DISTRICTS AND OPEN ENROLLMENT CHARTER SCHOOLS.** Unless its right to participate has been suspended or revoked by the UIL, an open enrollment charter school, and a public high school, junior high school or elementary school of a school district that is a member of the UIL and for which the district has paid the annual participation fee, is eligible to participate in UIL competition.
- (c) **PRIVATE SCHOOLS.** Unless its right to participate has been suspended or revoked for violating rules or codes by another league similar to the UIL, a Texas non-public school may apply for UIL membership in the largest conference (currently 6A) provided the school meets all of the following conditions:
 - (1) School is accredited by the Texas Private School Accreditation Commission.
 - (2) School does not qualify for membership in any other organization similar to the UIL.

Section 12: MEMBERSHIP DUES

- (a) **ANNUAL MEMBERSHIP DUES.** A member school shall pay annually membership dues in an amount determined by the Legislative Council.

UIL Participation Fee Structure	
No High School.....	\$1,800
Conference A.....	\$2,500
Conference AA.....	\$2,600
Conference AAA.....	\$2,800
Conference AAAA.....	\$2,950
Conference AAAAA.....	\$3,250
Conference AAAAAA.....	\$3,350

One fee for each high school automatically covers participation fees for all junior high and elementary schools competing in elementary/junior competition. Junior high schools with 9th grades that compete at the high school varsity level must pay the same fee as their 10th thru 12th grade high school. Independent school districts or open enrollment charter schools without high schools pay \$1,800.00. The fee for each one or two-year (*grade 9 or grades 9 and 10*) high school is determined by its conference assignment. A magnet or special school for the academically gifted is assigned to a conference for competition in academics, drama and music activities based on the enrollment of the largest participant school in the ISD.

I HEREBY CERTIFY that I have read and have determined that the following schools meet the requirements for participation and that the independent school district or open enrollment charter school meets the qualifications and requirements for membership. I further certify that the school board and superintendent accept and will comply with applicable state law, Texas Education Agency regulations, and the terms of participation in League contests as set out in the Constitution and Contest Rules.

X _____
Superintendent's Signature (Angelica Ramsey)

PLEASE CORRECT/UPDATE ALL INFORMATION BELOW. ADDITIONAL PAGE(S) MAY BE ATTACHED IF NECESSARY.

FORT WORTH ISD, 100 N UNIVERSITY DR, FORT WORTH, TX 76107-1360

PHONE: 817-814-1900 FAX: 817-814-1905

EMAIL: superintendent@fwisd.org

Total amount due cannot be changed without prior approval from the UIL.

TOTAL AMT DUE:

\$64,450.00³³³

ARLINGTON HEIGHTS HIGH SCHOOL, 4501 W FREEWAY, FORT WORTH, TX 76107-5499 PHONE: 817-815-1000 FAX: 817-815-1050 EMAIL: sarah.weeks@fwisd.org Grades: 9_12	SARAH WEEKS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
CARTER-RIVERSIDE HIGH SCHOOL, 3301 YUCCA AVE, FORT WORTH, TX 76111-4898 PHONE: 817-814-9000 FAX: 817-814-9050 EMAIL: gregory.ruthart@fwisd.org Grades: 9_12	GREG RUTHART, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DIAMOND HILL-JARVIS HIGH SCHOOL, 1411 MAYDELL ST, FORT WORTH, TX 76106-4596 PHONE: 817-815-0000 FAX: 817-815-0050 EMAIL: james.garcia1@fwisd.org Grades: 9_12	JAMES GARCIA, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DUNBAR HIGH SCHOOL, 5700 RAMEY AVE, FORT WORTH, TX 76112-7999 PHONE: 817-815-3000 FAX: 817-815-3050 EMAIL: Oscar.Adams@fwisd.org Grades: 9_12	OSCAR ADAMS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
EASTERN HILLS HIGH SCHOOL, 5701 SHELTON ST, FORT WORTH, TX 76112-3999 PHONE: 817-815-4000 FAX: 817-815-4050 EMAIL: katrina.smith@fwisd.org Grades: 9_12	KATRINA SMITH, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH BENBROOK MIDDLE-HS, 201 OVERCREST DRIVE, BENBROOK, TX 76126- PHONE: 817-815-7100 FAX: 817-815-7150 EMAIL: richard.penland@fwisd.org Grades: 9_	RICHARD PENLAND, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH TERRELL ACADEMY FOR STEM & VPA, 1900 IM TERRELL WAY, FORT WORTH, TX 76102-BALDWIN BROWN, PRINCIPAL PHONE: 817-815-2100 FAX: 817-815-2150 EMAIL: baldwin.brown@fwisd.org Grades: 9_12	CONFERENCE: 4A FEE AMOUNT: \$2950.00
MARINE CREEK COLLEGIATE HS, 4801 MARINE CREEK PARKWAY, FORT WORTH, TX 76179- PHONE: 817-515-7784 FAX: 817-515-7094 EMAIL: tom.fraire@fwisd.org Grades: 9_12	THOMAS FRAIRE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
NORTH SIDE HIGH SCHOOL, 2211 MCKINLEY AVE, FORT WORTH, TX 76164-7798 PHONE: 817-814-4000 FAX: 817-814-4050 EMAIL: antonio.martinez@fwisd.org Grades: 9_12	ANTONIO MARTINEZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
PASCHAL HIGH SCHOOL, 3001 FOREST PARK BLVD, FORT WORTH, TX 76110-2895 PHONE: 817-814-5000 FAX: 817-814-5050 EMAIL: troy.langston@fwisd.org Grades: 9_12	TROY LANGSTON, PRINCIPAL CONFERENCE: 6A FEE AMOUNT: \$3350.00
POLYTECHNIC HIGH SCHOOL, 1300 CONNER AVE, FORT WORTH, TX 76105-1493 PHONE: 817-814-0000 FAX: 817-814-0050 EMAIL: nick.torrez@fwisd.org Grades: 9_12	NICK TORREZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTH HILLS HIGH SCHOOL, 6101 MCCART AVE, FORT WORTH, TX 76133-3317 PHONE: 817-814-7000 FAX: 817-814-7050 EMAIL: rodrigo.durbin@fwisd.org Grades: 9_12	RODRIGO DURBIN, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTHWEST HIGH SCHOOL, 4100 ALTAMESA BLVD, FORT WORTH, TX 76133-5499 PHONE: 817-814-8000 FAX: 817-814-8050 EMAIL: john.engel@fwisd.org Grades: 9_12	JOHN ENGEL, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
TCC SOUTH COLLEGIATE HS, 5301 CAMPUS DRIVE, FORT WORTH, TX 76119- PHONE: 817-515-4220 FAX: 817-515-4208 EMAIL: lisa.castillo@fwisd.org Grades: 9_12	LISA CASTILLO, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TEXAS ACADEMY OF BIOMEDICAL SCIENCE, 2100 CLOVER LANE, FORT WORTH, TX 76107-3416 PHONE: 817-815-1660 FAX: 817-815-1699 EMAIL: jack.henson@fwisd.org Grades: 9_	JACK HENSON, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TRIMBLE TECHNICAL HIGH SCHOOL, 1003 W CANNON ST, FORT WORTH, TX 76104-3086 PHONE: 817-815-2500 FAX: 817-815-2550 EMAIL: Eudoxio.Ramos@fwisd.org Grades: 9_12	E. OMAR RAMOS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
WESTERN HILLS HIGH SCHOOL, 3600 BOSTON AVE, FORT WORTH, TX 76116-6999 PHONE: 817-815-6000 FAX: 817-815-6050 EMAIL: Keri.Flores@fwisd.org Grades: 9_12	KERI FLORES, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
WORLD LANGUAGES INSTITUTE, 4921 BENBROOK HWY, FORT WORTH, TX 76116- PHONE: 817-815-2200 FAX: 817-815-2250 EMAIL: guadalupe.barreto@fwisd.org Grades: 9_	GUADALUPE BARRETO, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00

WYATT HIGH SCHOOL, 2400 E SEMINARY DR, FORT WORTH, TX 76119-5598 PHONE: 817-815-8000 FAX: 817-815-8050 EMAIL: howard.robinson@fwisd.org Grades: 9 – 12	HOWARD ROBINSON, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
YOUNG MEN'S LEADERSHIP ACADEMY, 5100 WILLIE, FORT WORTH, TX 76105- PHONE: 817-815-3400 FAX: 817-815-3450 EMAIL: rodney.white@fwisd.org Grades: 9 –	RODNEY WHITE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
YOUNG WOMEN'S LEADERSHIP ACADEMY, 401 EAST 8TH STREET, FORT WORTH, TX 76104- PHONE: 817-815-2400 FAX: 817-815-2450 EMAIL: Tamara.Albury@fwisd.org Grades: 6 – 12	TAMARA ALBURY, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE SUBSCRIPTION SERVICES AGREEMENT FOR ATHLETIC COACHES AND STUDENT-ATHLETES PERFORMANCE TECHNOLOGY

BACKGROUND:

The subscription technology platform provides tools for coaches and athletes to review game footage and improve team play. The platform is also used for video sharing. Specifically, varsity football programs are required to video their contests and share the video with District member schools for the purpose of scouting opponents prior to playing in a scheduled contest. Video sharing is the only accepted method for game footage exchange by the University Interscholastic League (UIL) member schools. To provide equity, the subscription will include girls' and boys' basketball; girls' and boys' soccer; and girls' volleyball, at all high schools participating in these UIL-sponsored sports.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology
2. Decline to Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology

FUNDING SOURCE: *Additional Details*

General Fund 199-36-6399-001-XXX-91-260-000000

COST:

\$124,000

VENDOR:

Agile Sports Technologies, Inc. dba hudl

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 19-126

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Arlington Heights High School
Benbrook High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Technical High School
Western Hills High School
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The online and mobile platform provides coaches and student-athletes with the tools to increase learning and improve game performance. The platform allows teams to host, share and review video, and gives athletes-athletes the ability to create their own highlights and to share them with college recruiters.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations



600 P Street, Suite 400
Lincoln, NE 68508
P: 402-817-0060

F: 866-851-7148

Quote

SUBJECT TO CHANGE - DO NOT PAY
UNTIL YOU RECEIVE INVOICE

RFP # 19-126

Quote Date: 7/27/23

To: Fort Worth ISD
TX

	Description	Quantity	Unit Price	Row Total
Arlington Heights High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Benbrook High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Carter-Riverside High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Diamond Hill-Jarvis High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Dunbar High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Eastern Hills High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
North Side High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Wyatt High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Paschal High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Polytechnic High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
South Hills High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Southwest High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Trimble Tech High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Western Hills High School	Hudl AD Package	1	\$9,400.00	\$8,000.00
Young Men's Leadership Academy	Choice* Hudl AD Package	1	\$6,000.00	\$6,000.00
Young Women's Leadership Academy	Choice* Hudl AD Package	1	\$6,000.00	\$6,000.00
	Shipping & Handling		\$0.00	\$0.00
	Total			\$124,000.00

Quote only for 2023-24 School Year Only

Years 2 & 3 of contract will be \$9,400/school for those except YMLA & YWLA. They'll still be \$6,000/school per year

Dominate.

600 P Street, Suite 400 | Lincoln, NE | 68508
P: 402-817-0060 | F: 866-851-7148 | billing@hudl.com

CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE PURCHASE OF FIXTURES, FURNITURE, AND EQUIPMENT FOR YOUNG MEN’S LEADERSHIP ACADEMY AUDITORIUM**

BACKGROUND:

In October of 2019, the District received proposals for Request for Proposals (RFP) #20-040, Teacher Instructional and Classroom Supplies, Services, Equipment, and Repair that will be purchased on an as needed basis. The purpose was to supply items for effective and sustainable implementation, professional development, and classroom instruction. We are seeking to utilize this RFP to further the efficacy of classroom instruction.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fixtures, Furniture, and Equipment for the Young Men’s Leadership Academy Auditorium
2. Decline to Approve Purchase of Fixtures, Furniture, and Equipment for the Young Men’s Leadership Academy Auditorium
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fixtures, Furniture, and Equipment for the Young Men’s Leadership Academy Auditorium

FUNDING SOURCE: *Additional Details*

CIP 2017 671-81-6639-B43-083-99-000-083131

COST:

\$135,571.63

VENDOR:

Romeo Music

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 20-040

Teacher Instructional Classroom Supplies, Services, Equipment and Repair

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Fort Worth ISD Fine Arts Department

Young Men's Leadership Academy

RATIONALE:

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per the specifications of the proposal. The vendor listed above has been selected to support this purchase.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Romeo Music, LLC

136 Levee Pl
Coppell, TX 75019

Quote

Date	Quote #
7/24/2023	40339

Name / Address

Fort Worth ISD
100 N. University
Suite NW 140-E
Fort Worth, TX 76107
accountspayables@fwisd.org

Ship To

Young Men's Leadership Academy
5100 Willie
Fort Worth, TX 76105
Attn: Martha Jeffery

Rep
RL

Item	Description	Qty	Cost	Total
	Auditorium Sound System Design & Upgrade - including Presentation Package, Projector/Screen and Wireless Upgrade #20-040 Teacher Instructional Classroom Supplies, Services, Equipment and Repair			
	Digital Mixer and Stage Boxes			
A&H-SQ7	Allen & Heath SQ7 33 Fader 32 Preamp Digital Mixer -- 48-channel Digital Mixer, with 33 Faders, 6 Fader Layers, 32 x 32 USB Interface, and Network Audio Support	1	6,599.00	6,599.00T
A&H-DX168	Allen & Heath AH-DX168 - 16in x 8out Stage Box with dLive 96kHz mic preamps, 96kHz	1	1,899.00	1,899.00T
A&H-AB-168-RK...	Allen & Heath AB-168-RK19 - Optional Rack Mount Kit for AB-168	1	109.99	109.99T
A&H-AH-AP11334	Allen & Heath AP11334 - Dust cover for SQ-7	1	89.99	89.99T
	Speakers and Subwoofers			
SBH-20-W	Danley SBH20-W - 120 x 20 Degree, 4 x 5" Coaxial Drivers, "Column-like" Speaker, White	2	4,600.00	9,200.00T
TH-MINI-15-I	Danley THMini15-I - 15" Compact Subwoofer, Passive Install Version - black, live under stage	2	3,000.00	6,000.00T
BRKT-W-20-WH	Danley BRKT-W-20 - Wall Mount Tilt Bracket for the SBH20 - White	2	278.00	556.00T
DNA-10K4-PRO	Danley DNA-10K4 Pro - 4 CHL AMP, 2,500 W/CHL (Pro Series - Front Panel Control)	1	8,800.00	8,800.00T
	Monitors			
QSC-E110	QSC E110 - 10" 2-Way Passive Loudspeaker	2	599.00	1,198.00T
QSC-GX5	QSC GX5 Amplifier - 2 channels, 500 watts/ch at 80, 700 watts/ch at 40	1	579.00	579.00T
Proco-S12NN-25	Pro Co Sound Lifelines PowerPlus Speakon to Speakon Speaker Cable (12 Gauge) - 25'	1	49.00	49.00T
Proco-S12NN-50	Proco Speakon to speakon cable - 50'	1	79.00	79.00T

Contact:Rebecca Lowrey, 972-900-1602 - rebecca@romeomusic.net with questions or purchase orders

Subtotal

Web Site

Sales Tax (0.0%)

www.romeomusic.net

Total

342

Romeo Music, LLC

136 Levee Pl
Coppell, TX 75019

Quote

Date	Quote #
7/24/2023	40339

Name / Address
Fort Worth ISD 100 N. University Suite NW 140-E Fort Worth, TX 76107 accountspayables@fwisd.org

Ship To
Young Men's Leadership Academy 5100 Willie Fort Worth, TX 76105 Attn: Martha Jeffery

Rep
RL

Item	Description	Qty	Cost	Total
MX202B/C	Hanging Choir Mics and Media Player Shure MX202B/C - Cardioid Black Mini-Condenser for Overhead Miking, 30 Cable, In-Line Preamp with XLR Microphone Stand Adapter	6	233.00	1,398.00T
Denon-DN-300Z	Denon DN-300Z - CD/Media Player with SD/USB/Bluetooth/AM/FM and Balanced Outputs - one in onstage rack - one in new sound desk/booth	2	449.00	898.00T
Furman CN-2400S	Wallmounted Stage Rack - FOH Sound Booth - Rack Components and Power Furman CN-2400S - 20A Advanced Remote Smart Sequencer W/SMP & EVS, 9 Outlets 10Ft Cord	1	824.95	824.95T
Furman CN-20MP	Furman CN-20MP - 20A Remote Duplex, EVS, Smart Sequencing, 10Ft Cord	5	369.95	1,849.75T
DBX-DriveRack-...	DBX DriveRack PA2 - Complete Loudspeaker Management System	2	479.00	958.00T
Strong-SR-WMS-...	Strong SR-WMS-24U Wall Mount Rack System. 24U. With reversible Plexi Door, swing kit, vented top and removable side panels. ON STAGE	1	1,569.95	1,569.95T
QSC-QSYS-COR...	QSC QSYS Core Flex 8 - Audio, Video and Control Processor for Q-SYS Ecosystem	1	2,600.00	2,600.00T
QSC-QSYS-TSC-...	QSC QSYS TSC-70-G3 - Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting, Black - one for stage rack, one for sound booth	2	2,000.00	4,000.00T
QSC-QSYS-SLQ...	QSC QSYS SLQUD-8N-P - Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1	200.00	200.00T

Contact:Rebecca Lowrey, 972-900-1602 - rebecca@romeomusic.net with questions or purchase orders	Subtotal
Web Site	Sales Tax (0.0%)
www.romeomusic.net	Total

343

Romeo Music, LLC

136 Levee Pl
Coppell, TX 75019

Quote

Date	Quote #
7/24/2023	40339

Name / Address

Fort Worth ISD
100 N. University
Suite NW 140-E
Fort Worth, TX 76107
accountspayables@fwisd.org

Ship To

Young Men's Leadership Academy
5100 Willie
Fort Worth, TX 76105
Attn: Martha Jeffery

Rep
RL

Item	Description	Qty	Cost	Total
QSC-QSYS-NS10...	QSC QSYS NS10-125+ - 10-port network switch preconfigured for Q-SYS Audio, Video and Control with 8x PoE+ ports and 125 Watts PoE budget. Features advanced QoS and IGMP configuration to also support AES67 and Dante within the same VLAN.	1	1,090.00	1,090.00T
QSC-QSYS-NB32...	QSC-QSYS-NB32-NV32H Video Endpoint - for projector	1	3,700.00	3,700.00T
QSC-QSYS-SLQ...	QSC-QSYS-SLQSE-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual - for projector	1	225.00	225.00T
ULXD4D-G50	Shure ULXD4D - Dual Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware (G50)	1	3,226.00	3,226.00T
ULXD2/SM58-G50	Shure ULXD2/SM58 - Handheld Transmitter with SM58® Microphone (G50)	2	609.00	1,218.00T
HSA-INSEXT-II	Locking Rolltop Desk with Rack Units HSA INSEXT-II - Inspire Extended Rolltop Desk	1	5,000.00	5,000.00T
HSA-SS6	HSA SS6 - Stainless Steel Package Option for INSEXT-II, INSHRE-II with stainless steel tambours, ILS Lock System and Extra Thick Sidewalls	1	3,100.00	3,100.00T
HSA-BLACKLAM	HSA BLACKLAM - Black High-Pressure Laminate	1	0.00	0.00T
Freight	Freight Outbound (HSA)	1	1,100.00	1,100.00
Furman M-8X2	Furman M-8X2 - 15A Standard Power Conditioner, 9 Outlets, 1RU, 6Ft Cord	1	119.00	119.00T
INSTALL-MISC	Installation, Cabling and Hardware	1	1,000.00	1,000.00T
INSTALL-MISC	Mounting Hardware	1	1,000.00	1,000.00T
INSTALL-MISC	Installation Cables	1	5,000.00	5,000.00T
Training-(SUB)	Training on technology products - A&H product specialist - INCLUDED - see attachment	1	0.00	0.00T
INSTALL-JOSH	Labor and Installation	1	24,320.00	24,320.00T

Contact:Rebecca Lowrey, 972-900-1602 - rebecca@romeomusic.net with questions or purchase orders

Subtotal

Web Site

Sales Tax (0.0%)

www.romeomusic.net

Total

Romeo Music, LLC

136 Levee Pl
Coppell, TX 75019

Quote

Date	Quote #
7/24/2023	40339

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Suite NW 140-E
Fort Worth, TX 76107
accountspayables@fwisd.org

Ship To

Young Men's Leadership Academy
5100 Willie
Fort Worth, TX 76105
Attn: Martha Jeffery

Rep
RL

Item	Description	Qty	Cost	Total
Service Item	Romeo Music-facilitated Lift Rental for use during installation (*Can be removed with signed agreement to use school lift, if adequate) Requirements: District to provide cable pathways/conduit from stage box to new sound desk/booth area and below stage for subwoofer District to provide power for onstage rack, projector screen and back corner sound booth Video attached with details Wireless Microphones	1	4,285.00	4,285.00
SLXD4D-G58	Shure SLXD4D - Dual-Channel Digital Wireless Receiver (G58)	8	849.00	6,792.00T
SLXD1-G58	Shure SLXD1 - Bodypack Transmitter (G58)	16	229.00	3,664.00T
SLXD2/SM58-G58	Shure SLXD2/SM58 - Handheld Transmitter with SM58 Capsule (G58)	4	279.00	1,116.00T
MX153T/O-TQG	Shure MX153T/O-TQG - Omnidirectional Earset Headworn Microphone, Tan	16	230.00	3,680.00T
UA844+SWB	Shure UA844+SWB - Five-way active antenna splitter and power distribution system for QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. (470-952 MHz)	2	569.00	1,138.00T
UA874US	Shure UA874US - Active Directional Antenna with Gain Switch 470-698 MHz	2	404.00	808.00T
INSTALL-MISC	BNC Cabling and Antenna Mounting Hardware XLR cabling for receivers	1	300.00	300.00T
INSTALL-JOSH	Rack components, frequency calibration, setup and training	1	500.00	500.00T
Panasonic-PT-RZ...	Projector/Screen Panasonic PT-RZ690WU7 - 6000-Lumen Laser Projector WUXGA Resolution 1920 x 1200 4K Input - White	1	10,279.00	10,279.00T
				120,838.63

Contact:Rebecca Lowrey, 972-900-1602 - rebecca@romeomusic.net with questions or purchase orders

Subtotal

Web Site

Sales Tax (0.0%)

www.romeomusic.net

Total

Romeo Music, LLC

136 Levee Pl
Coppell, TX 75019

Quote

Date	Quote #
7/24/2023	40339

Name / Address

Fort Worth ISD
100 N. University
Suite NW 140-E
Fort Worth, TX 76107
accountspayables@fwisd.org

Ship To

Young Men's Leadership Academy
5100 Willie
Fort Worth, TX 76105
Attn: Martha Jeffery

Rep
RL

Item	Description	Qty	Cost	Total
DaLite-37578LC	DaLite 37578LC - Contour Electrol Motorized Projection Screen, 87" x 139" 60" of black drop - CUSTOM	1	2,198.00	2,198.00T
PART	Suspended Ceiling Panel - White	1	227.00	227.00T
Chief-VCMUW	Chief VCMUW - Heavy Duty Universal Projector Mount, White	1	592.00	592.00T
PART	Adjustable Pipe 5-7' - White	1	129.00	129.00T
BINARY-B-400-1...	BINARY B-400-1COAX-HDIR - Binary 400 Series 1080p over 1COAX Extender with IR	2	538.00	1,076.00T
HDMA-406	Hosa HDMA-406 - 6 Foot High Speed HDMI Cable with Ethernet, HDMI to HDMI	6	12.00	72.00T
Kramer-KR-WP-...	Kramer WP-H1M HDMI Passive Wall Plate	2	80.00	160.00T
				14,733.00

Contact:Rebecca Lowrey, 972-900-1602 - rebecca@romeomusic.net with questions or purchase orders	Subtotal	\$135,571.63
Web Site	Sales Tax (0.0%)	
www.romeomusic.net	Total	\$135,571.63

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR MEADOWBROOK MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the Meadowbrook Middle School Renovation project with the following schedule of events:

First Advertisement	June 13, 2023
Second Advertisement	June 20, 2023
Pre-Proposal Conference	June 20, 2023
Deadline for Questions	June 23, 2023
Deadline to Receive Qualifications	July 05, 2023
Issue Step 2 to Short List (Schedule Interviews)	July 12, 2023
Receive Step 2	July 18, 2023
Interview Firms on Short List; Rank Submissions	July 20, 2023
Board Approval of CMAR Firm	August 22, 2023

The District received three (3) Statements of Qualifications from the following Firms:

1. McGough + Post L JV*
2. Phillips/May Construction *
3. Reeder General Contractors + Summit JV*

Step I– The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. All three (3) firms were selected to move on to the Step II process:

1. McGough + Post L JV*
2. Phillips/May Construction *
3. Reeder General Contractors + Summit JV*

Step II– The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the three (3) top-ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). Only two (2) of the invited firms submitted a response to Step II. As a result of the

interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Reeder General Contractors + Summit JV*
2. Phillips/May Construction *

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a contract with a Construction Manager At Risk for Pre-Construction Services for Meadowbrook Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a contract with a Construction Manager At Risk for Pre-Construction Services for Meadowbrook Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a contract with a Construction Manager At Risk for Pre-Construction Services for Meadowbrook Middle School Renovations (RFQ# 24-001) in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-B39-052-99-000-052201

COST:

Not-to-Exceed - \$58,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-001

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 2

HUB Firms: 3

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program

Meadowbrook Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Capital Improvement Program

**CONSENT AGENDA ITEM
BOARD MEETING
August 22, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR EARLY CHILDHOOD CENTER AT MORNINGSIDE ANNEX RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the Early Childhood Center at Morningside Annex Renovation project with the following schedule of events:

First Advertisement	June 13, 2023
Second Advertisement	June 20, 2023
Pre-Proposal Conference	June 20, 2023
Deadline for Questions	June 23, 2023
Deadline to Receive Qualifications	July 05, 2023
Issue Step 2 to Short List (Schedule Interviews)	July 12, 2023
Receive Step 2	July 18, 2023
Interview Firms on Short List; Rank Submissions	July 19, 2023
Board Approval of CMAR Firm	August 22, 2023

The District received six (6) Statements of Qualifications from the following Firms:

1. Construction Zone of Texas*
2. Gliden Industries, LLC
3. Morales Construction Services, Inc.*
4. Tegrity Contractors*
5. TM Source Building Group, Inc.*
6. Waltz Construction

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top five (5) firms were selected to move on to the Step II process:

1. Construction Zone of Texas*
2. Morales Construction Services, Inc.*
3. Tegrity Contractors*
4. TM Source Building Group, Inc.*

5. Waltz Construction

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the five (5) top-ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). Only (3) of the invited firms submitted a response to Step II. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Morales Construction Services, Inc.*
2. Construction Zone of Texas*
3. TM Source Building Group *

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for Early Childhood Center at Morningside Annex Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for Early Childhood Center at Morningside Annex Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for Early Childhood Center at Morningside Annex Renovations in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021

661-81-6629-B39-147-99-000-147101

COST:

Not-to-Exceed - \$40,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-002

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 6

Joint Venture Firms: 0

*HUB Firms: 4

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program
Early Childhood Center at Morningside Annex

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Capital Improvement Program

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE THE DESIGNATION OF THE GENERAL COUNSEL POSITION AS THE LOCAL GOVERNMENT RECORDS MANAGEMENT OFFICER**

BACKGROUND:

Pursuant to Local Government Code § 203.025, the District is required to notify the State and Local Records Management Division of the Texas State Library and Archives Commission (TSLAC) when a new Records Management Officer is identified for Fort Worth Independent School District. In January 2023, Fort Worth ISD designated the General Counsel position to serve as the District’s Records Management Officer (RMO). The notification to TSLAC is consistent with Board Policy CPC(LEGAL) and requires the designation to be adopted by the Board and duly recorded in the Board meeting minutes.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Designation of the General Counsel Position as the Local Government Records Management Officer
2. Decline to Approve the Designation of the General Counsel Position as the Local Government Records Management Officer
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Designation of the General Counsel position as the Local Government Records Management Officer

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Office of Legal Services

RATIONALE:

Fort Worth ISD produces and maintains a significant volume of student, employee and business records. Records must be kept and maintained in accordance with the State's records retention policy. As such, the Texas State Library & Archives Commission (TSLAC) requires each local governmental entity to designate a singular person or position to serve as the Records Management Officer. The Records Management Officer is responsible for ensuring District compliance with State requirements regarding policy updates, training for departmental Custodians of Records and publishing/updating the District's website for public transparency.

In order to remain in compliance with the reporting requirements of Local Government Code, Section 203.025, the District must publish the name of the individual or position designated to serve as the local government Records Management Officer to TSLAC. With the new appointment of the General Counsel as the District's Records Management Officer, a new designation form must be submitted to TSLAC. Such designation shall be approved by Board action and a copy of the meeting minutes approving the designation must be provided at the time the designation form is submitted to TSLAC.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE DESIGNATION OF NON-BUSINESS DAYS FOR PURPOSES OF THE TEXAS PUBLIC INFORMATION ACT FOR THE 2023 CALENDAR YEAR**

BACKGROUND:

House Bill 3033 adopted during the 88th Texas Legislative Session now limits the number of “non-business days” by which a school district or governmental entity may assert closure for purposes of complying with deadlines under the Public Information Act. Historically, the District counted inclement weather days, school closures for winter and spring break, and holidays as non-business days. The new standard allows a District to continue to designate a day on which the District’s administrative offices are closed or operating with minimum staff as a non-business day. However, the District may have no more than ten (10) such designated days per calendar year. The Board of Trustees for a school district must make the designation of non-business days.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2023 Calendar Year
2. Decline to Approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2023 Calendar Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2023 Calendar Year

FUNDING SOURCE: *Additional Details*

No Cost

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Office of Legal Services

RATIONALE:

The Public Information Act allows ten (10) business days to produce records requested through the Open Records process. The ten (10) day requirement is off-set by designated non-business days which include Saturday, Sunday, a national holiday under Texas Government Code §662.003(a), a state holiday under Texas Government Code §662.003(b) and days when administrative offices are closed. House Bill 3033 now limits the number of non-business days for administrative closure to not more than ten (10) days per calendar year, exclusive of Saturday, Sunday and holidays as described above. This will impact the number of days the District may use as an offset when the District's administrative offices are closed for winter break (10 days), spring break (5 days) and any inclement weather/or other days that might warrant closure of the administrative offices.

The District will need to post its designated non-business dates on the website for the public's information.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services

Fort Worth ISD 2023 Public Information Act Calendar

September 1, 2023 to December 31, 2023



September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4✿◆	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10✿◆	11
12	13	14	15	16	17	18
19	20	21	22	23✿◆	24✿	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25✿◆	26✿	27^	28^	29^	30
31						

State Holidays ✿

Sept 4, Nov 10, Nov 23-24, Dec 25-26

Federal Holidays ◆

Sept 4, Nov 10, Nov 23, Dec 25

Designated Non-Business Days ^

Dec 27-29

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: APPROVE AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT (OPTION 3 AGREEMENT) AND DELEGATE CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT

BACKGROUND:

Pursuant to Texas Education Code (TEC), §§48.257 and 49.004, Texas Education Agency (TEA) notified the District on July 15, 2023, that the District’s Tier Two local share described by TEC, §48.266(a)(5)(B), will exceed the amount described by TEC, §48.202(a-1)(2), for the school year 2023 – 2024. This determination is commonly known as “recapture”.

As established in TEC, §48.269, determinations for districts subject to recapture are based on estimates of enrollment for the school year 2023 – 2024 and estimated property values for tax year 2023. Because TEA does not yet have final state certified property values for tax year 2023, the agency is using 2022 state certified property values increased by 4.43%, in accordance with the 2023 – 2024 General Appropriations Act. This estimate will change when final values are established.

In accordance with TEA guidelines, the District is required to inform the TEA of the District’s intent to select an option from the five (5) available to reduce the District’s revenue level under TEC, Chapter 49. The Superintendent has advised TEA that it will select Option 3, which is the purchase of average daily attendance credit as provided by Subchapter D. The Agreement for the Purchase of Attendance Credit is required to exercise this option. The delegation of authority to the superintendent is also required.

TEA requires the following specific Board minute language to be adopted when the board approves this item. Any deviations of the language will not be approved which could result in a delay of the approval of the contract. This language should be reflected in the minutes:

“For the 2023–2024 school year, we delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).”

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent
2. Decline to Approve Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent

FUNDING SOURCE: *Additional Details*

General Fund 199-91-6224-001-999-99-430-000000

COST:

Estimated \$8.4 million

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Budget Department

RATIONALE:

State law requires the approval of this agreement and delegation of authority in order to comply with TEA guidelines related to recapture.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-24 (the "school year").

The agreement is for Fort Worth Independent School District ("the district"), with a county-district number of 220905, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement under Chapter 48 will be recalculated. If the district's state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Dr. Angélica M. Ramsey

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

**TOPIC: **APPROVE ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT
AD VALOREM TAXES****

BACKGROUND:

The Fort Worth ISD Board of Trustees adopted the District’s 2023-24 budgets at the June 27, 2023 Board meeting. The adopted budgets were developed with preliminary tax rates before the Certified Taxable Values from Tarrant Appraisal District and information needed to calculate 2023 tax rates were available. Additionally, state legislation recently passed has affected the rate. The rate proposed assumes that a \$100,000 homestead exemption will be passed by the voters in November.

As such, the Administration is recommending the Board adopt a Maintenance and Operations Tax Rate of \$0.7904 and an Interest and Sinking Tax Rate of \$0.2920 for a Total Tax Rate of \$1.0824.

The Notice of Public Meeting on the proposed tax rates was advertised as required by law on August 11, 2023. Section 26.05(a) of the Property Tax Code requires the governing body to adopt an ordinance setting tax rates to fund adopted budgets. Section 26.05(b) states, “A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.”

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ordinance Setting the 2023-24 Tax Rates of \$0.7904 for Maintenance and Operations and \$0.2920 for Interest and Sinking
2. Decline to Approve Ordinance Setting the 2023-24 Tax Rates of \$0.7904 for Maintenance and Operations and \$0.2920 for Interest and Sinking
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Ordinance Setting the 2023-24 Tax Rates of \$0.7904 for Maintenance and Operations and \$0.2920 for Interest and Sinking

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All District Schools/Departments

RATIONALE:

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2023-24 adopted budgets for the general fund and the debt service fund.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

2023 Property Tax Rates in Fort Worth Independent School District

The following presents information about three tax rates:

- **Last year's tax rate** is the actual rate the school district used to determine property taxes last year.
- **This year's no-new-revenue tax rate** (formerly referred to as the effective tax rate) would impose the same total taxes as last year if you compare properties taxed in both years, less improvements made to those properties. It does not account for impacts in state aid or recapture that would occur if the rate was adopted.
- **This year's voter-approval tax rate** (formerly referred to as the rollback tax rate) is the highest tax rate the school district can set before it must hold a tax ratification election.

The rates are given per \$100 of property value.

Last year's tax rate:

Last year's maintenance and operation tax rate	\$0.989600/\$100
Last year's debt rate	\$0.292000/\$100
Last year's total tax rate	\$1.281600/\$100

This year's no-new-revenue tax rate: \$1.066205/\$100

This year's voter-approval tax rate:

This year's voter-approval maintenance and operation tax rate	\$0.790400/\$100
This year's debt rate	\$0.292000/\$100
This year's voter-approval tax rate	\$1.082400/\$100

Source: Moak Casey, LLC

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
Fort Worth ISD

Date: 08/11/2023 07:31 PM

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No New Revenue Tax Rate Worksheet.	\$43,967,698,180
2. Last year's M&O tax rate.	\$0.989600
3. M&O taxes refunded for years preceding tax year 2022.	\$9,309,467
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$444,413,808
5. This year's total taxable value. Enter line 20 of the No New Revenue Tax Rate Worksheet.	\$49,554,946,179
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.790400
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$391,682,295
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$-52,731,513
Comparison of Total Tax Rates	
9. No New Revenue Total Tax Rate.	\$1.066205
10. This year's proposed total tax rate.	\$1.082400
11. This year's rate minus no new revenue rate. Subtract line 9 from line 10.	\$0.016195
12. Percentage change in total tax rate. Divide Line 11 by line 9.	1.52%
Comparison of M&O Tax Rates	
13. No New Revenue M&O Tax Rate.	\$0.823537
14. This year's proposed M&O tax rate.	\$0.790400
15. This year's rate minus no new revenue rate. Subtract line 13 from line 14.	\$-0.033137
16. Percentage increase/decrease. Divide line 15 by line 13.	-4.02%
Raised M&O Taxes on a \$100,000 Home	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.989600
19. This year's proposed M&O tax rate.	\$0.790400
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17. Divide by 100.	\$-199.20
21. Percentage increase/decrease. Divide line 20 by line 18. Divide by 10.	-20.13%

**A RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD
VALOREM TAXES:**

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

On this date, we, the Board of Trustees of the Fort Worth Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$1.0824, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7904 for the purpose of maintenance and operations, and

\$0.2920 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 22nd day of August, 2023, by the Board of Trustees of Fort Worth Independent School District.

APPROVED:

ATTEST:

Dr. Camille Rodriguez, Board President
Board of Education
Fort Worth Independent School District

Anael Luebanos, Board Secretary
Board of Education
Fort Worth Independent School District

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE RESOLUTION DECLARING A GOOD CAUSE EXCEPTION FOR HOUSE BILL 3: ARMED SECURITY OFFICER REQUIREMENT**

BACKGROUND:

Recently passed legislation requires school districts to determine the appropriate number of armed security officers for each campus. The minimum standard, effective September 1, 2023 is at least one (1) armed security officer for each campus during regular school hours. The statute allows for non-compliance based on two good cause exceptions: funding availability and/or the availability of qualified personnel. If a school districts declares one or both of the exceptions, it must do so by Board action, and it must develop an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Declaring a Good Cause Exception for House Bill 3: Armed Security Officer Requirement
2. Decline to Approve Resolution Declaring a Good Cause Exception for House Bill 3: Armed Security Officer Requirement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution Declaring a Good Cause Exception for House Bill 3: Armed Security Officer Requirement

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Office of Legal Services
Safety and Security

RATIONALE:

The recent passing of House Bill 3 imposed a requirement, effective September 1, 2023, for districts to provide at least one (1) armed security guard at each district campus. Districts are allowed to create an alternative standard if there is a declaration made by the Board that the district cannot meet the requirement due to funding or lack of staffing. While the district has relationships with the local jurisdictions to provide law enforcement personnel to our campuses, there is an insufficient labor pool to meet the staffing obligation of at least one officer at every campus. This labor deficiency is a state-wide issue impacting local and county law enforcement resources. Passing the resolution allows the district to develop an alternative standard and still ensure the safety of our students and staff.

INFORMATION SOURCE:

Karen Molinar, Deputy Superintendent, Administrative Services

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT
SCHOOL DISTRICT DECLARING A GOOD CAUSE EXCEPTION FOR HOUSE BILL 3:
ARMED SECURITY OFFICER REQUIREMENT

WHEREAS, Section 37.0814 of the Texas Education Code requires that the board of trustees of each school district shall determine the appropriate number of armed security officers for each campus; and

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one (1) armed security officer is present during regular school hours at each district campus; and

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one (1) armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code; and

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel' and

WHEREAS, there continues to be a shortage of law enforcement personnel across the State of Texas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District determine there is a good cause exception for non-compliance due to lack of available qualified personnel. Although local jurisdictions have provided additional personnel to be used as School Resource Officers (SROs), there remains an insufficient number of qualified individuals to meet the new state-mandated requirement.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

Adopted on this this **22nd** day of **August, 2023** by the Fort Worth ISD Board of Trustees.

By:

Dr. Camille Rodriguez, President, Board of Trustees
Fort Worth Independent School District

ATTEST:

Mr. Anael Luebanos, Secretary, Board of Trustees
Fort Worth Independent School District

ACTION AGENDA ITEM

BOARD MEETING

August 22, 2023

**TOPIC: APPROVE ENDORSEMENT OF CANDIDATE FOR TEXAS
ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF
DIRECTORS, REGION 11, POSITION C**

BACKGROUND:

The general governing body of the Texas Association of School Boards (TASB) is the Delegate Assembly, which meets each Fall on the Saturday of the TASB/TASA Joint Annual Convention. One of the responsibilities of the voting representatives of the assembly is to elect the TASB Board of Directors. These individuals have been nominated by their local boards for TASB Board positions which are vacant or have expiring terms. Between Monday, July 3, and Tuesday, August 29, 2023, the Board is invited to endorse a candidate for each position in Region 11. Elected TASB Board members and Legislative Advisory Council Members of the TASB Legislative Committee are also voting representatives on the Assembly floor by virtue of their positions.

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position C
2. Decline to Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position C
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Board Discretion

FUNDING SOURCE: *Additional Details*

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Fort Worth Independent School District Board of Trustees

RATIONALE:

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE RESOLUTION TO CONVENE THE SCHOOL HEALTH ADVISORY COUNCIL FOR THE PURPOSE OF REVIEWING AND MAKING RECOMMENDATION(S) ON HUMAN SEXUALITY CURRICULUM MATERIALS**

BACKGROUND:

The Texas State board of Education approved changes to the Texas Essential Knowledge and Skills (TEKS) for Health Education, including human sexuality instruction which became effective August 1, 2022. In order to implement these curriculum changes, Board Policy EHAA-(Legal) and Texas Education Code § 28.004(e-1) require the Board of Trustees to adopt a resolution convening the local School Health Advisory Council (SHAC) to follow an established process for the identification and recommendation of curriculum materials consistent with the State-approved TEKS requirements.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Resolution to Convene the School Health Advisory Council for the Purpose of Reviewing and Recommendation(s) on Human Sexuality Curriculum Materials
2. Decline to Approve Resolution to Convene the School Health Advisory Council for the Purpose of Reviewing and Recommendation(s) on Human Sexuality Curriculum Materials
3. Remand to Staff for Further

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Convene the School Health Advisory Council for the Purpose of Reviewing and Recommendation(s) on Human Sexuality Curriculum Materials

FUNDING SOURCE: *Additional Details*

Not Applicable

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

School Health Advisory Council

RATIONALE:

The FWISD Board of Trustees must convene the School Health Advisory Council so that the requirements under EHAA (Local) can be completed and recommendations be made to the Board of Trustees on the human sexuality curriculum. Approval of this resolution ensures there is appropriate curriculum adopted by the Board for instruction beginning in the Spring semester of 2024 for each campus that has grade level 6th (Moving to Wellness Course) and each high school campus through the Health I course.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE COLLEGE ACCESS PARTNERSHIP TO INCREASE COLLEGE PERSISTENCE, WORKFORCE DEVELOPMENT, AND PARENT AND FAMILY ENGAGEMENT**

BACKGROUND:

This partnership will assist in meeting Fort Worth Independent School District (FWISD) College, Career, and Military Readiness (CCMR) metrics and prepare students for post-secondary persistence. Through this collaboration, students will be provided with a seamless sequence of steps to meet their post-secondary plan. The partnership commits to fully implement goals set by the Division of Learning and Leading and form a strong partnership through increasing parent and family engagement, improving college access for all students, developing college persistence, and increasing industry partnerships leading to workforce development for all Fort Worth ISD students.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement
2. Decline to Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement

FUNDING SOURCE: **Additional Details**

Special Revenue	282-31-6299-001-999-24-950-000417-22F32.....	\$1,100,000
	289-31-6299-XXX-999-24-512-000000-24F12.....	\$100,000

COST:

Not-to-Exceed - \$1,200,000

ESSER.....\$1,100,000

Title IV.....100,000

VENDOR:

Tarrant To and Through Partnership

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 23-129

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

- Carter-Riverside High School
- Arlington Heights High School
- South Hills High School
- Diamond Hill-Jarvis High School
- P. L. Dunbar High School
- Eastern Hills High School
- North Side High School
- Polytechnic High School
- R. L. Paschal High School
- Trimble Tech High School
- Southwest High School
- Western Hills High School
- O.D. Wyatt High School
- Benbrook Middle/High School

Young Men's Leadership Academy
World Languages Institute
I.M. Terrell Academy for STEM and VPA

RATIONALE:

The outcome goal of the partnership is to increase CCMR persistence to 60% while providing all FWISD 9th-12th grade students with an opportunity and access to CCMR resources. These opportunities will include but are not limited to financial aid (TASFA/FAFSA) application assistance, parent information nights, college applications completion, Texas Success Initiative information and benefits of Texas College Bridge, college visits/tours, post-secondary class enrollment, and financial aid award understanding. Total investment in student success related to this initiative is approximately \$3,300,000. FWISD contributes \$1,200,000 while the partner contributes \$2,100,000 to the initiative.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE 2023 - 2024 STUDENT CODE OF CONDUCT**

BACKGROUND:

Chapter 37.001 of the Texas Education Code mandates that each school district shall, with the advice of a district-level committee, adopt a Student Code of Conduct. It also states that the Student Code of Conduct shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2023 - 2024 Student Code of Conduct
2. Decline to Approve 2023 - 2024 Student Code of Conduct
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2023 - 2024 Student Code of Conduct

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Fort Worth ISD schools
Student Discipline and Placement

RATIONALE:

The Student Code of Conduct is a mandated document under the Texas Education Code Chapter 37.001

INFORMATION SOURCE:

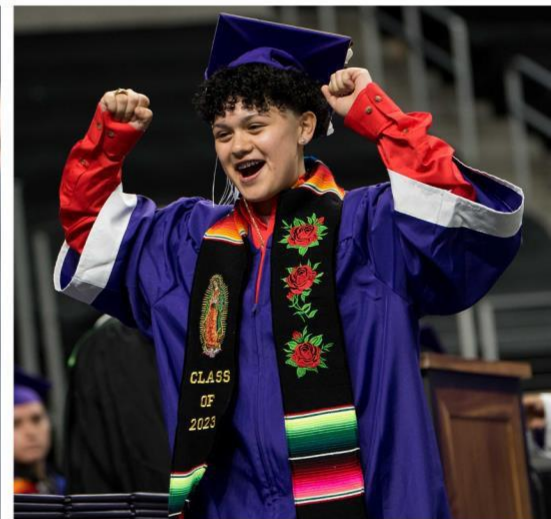
Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

FORT WORTH ISD

STUDENT CODE OF CONDUCT

2023-2024 | www.fwisd.org/conduct

The Fort Worth ISD Student Code of Conduct, approved by the Board of Education, provides information and direction to students and parents regarding expectations of behavior and consequences for code violations. Parents and students are encouraged to read and regularly review the Code to ensure a safe and productive school year.



Superintendent of Schools

100 N. University Dr., Ste. SW 207 Fort Worth, Texas 76107

OFFICE 817.814.1900 FAX 817. 814.1905

www.fwisd.org



August 14, 2023

Dear Parent/Guardian:

I am excited to welcome you to the 2023-2024 school year! I hope you and your child are looking forward to a successful year in the Fort Worth Independent School District.

This year's **Student Code of Conduct** provides you with information regarding our high expectations of all Fort Worth ISD students. The Board of Education established the standards in the Student Code of Conduct so that schools continue to be safe places for teaching and learning.

The 2023-2024 Student Code of Conduct provides important information about required conduct and consequences for misconduct. Individual schools may develop campus-level student handbooks, but each one will reinforce this Student Code of Conduct and support both district policy and state law. Please contact your child's campus administrator if you have any questions regarding required student conduct and/or disciplinary consequences.

Your child's digital enrollment packet includes an acknowledgement option that allows for electronic distribution of the Student Code of Conduct. **It is your responsibility to 1) sign and submit the acknowledgement form and 2) access the Student Code of Conduct.** To receive your copy electronically, you may visit the Fort Worth ISD website at: www.fwisd.org/codeofconduct. To obtain a paper copy, visit the administrative office at your child's school.

I hope you find the information in the Student Code of Conduct helpful. We encourage you to read it carefully and to review the information with your child.

Thank you for your support of the Fort Worth ISD and for sharing our high academic and behavioral expectations of students. Best wishes for a positive and productive school year.

Sincerely,

Angelica M. Ramsey, Ed.D.
Superintendent of Schools

Fort Worth ISD Board of Education

Dr. Camille Rodriguez

District 1

President

Tobi Jackson

District 2

Quinton “Q” Phillips

District 3

Wallace Bridges

District 4

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Anael Luebanos

District 8

Roxanne Martinez

District 9

Board Secretary

2nd Vice President

Superintendent

Dr. Angélica M. Ramsey

Mission

Preparing ***all*** students for success in college, career, and community leadership.

Fort Worth Independent School District

7060 Camp Bowie Boulevard | Fort Worth, Texas 76116

817.814.2000 | www.fwisd.org

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Superintendent's Acknowledgment

Dear Student and Parent/Guardian:

As required by State Law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or campus administrator.

Your child's digital enrollment packet includes an acknowledgment option that allows for electronic distribution of the Student Code of Conduct. It is your responsibility to: 1) sign and submit the acknowledgment form and 2) access the Student Code of Conduct. To receive your copy electronically, visit the Fort Worth ISD website at www.fwisd.org/conduct.

To obtain a paper copy instead, please visit the administrative office at your child's school. In the event you are unable to sign the digital form, the student, parent and/or guardian may sign the acknowledgment form on the next page and return it to your campus main office.

Thank you.



Angélica M. Ramsey, Ed.D.

Superintendent of Schools

General Overview

Purpose

Fort Worth ISD Board of Education

The Board of Trustees adopted this Student Code of Conduct (SCC) to promote a safe, secure, and optimal learning environment for all students. Inside you will find information regarding:

- The District-wide discipline management plan,
- A description of prohibited conduct,
- The disciplinary options, methods, and consequences for preventing and addressing student misconduct, and
- The process the District will follow when administering disciplinary consequences.

If there is a conflict between the SCC and the Student Handbook, the terms of the SCC will control. If there is a conflict between the SCC and local District policy, the more recently adopted item will control.

Additional Rules

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct threatens students or staff or disrupts or interferes with the educational process, learning environment, or school safety.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or remove a person from district property if:

- 1) The person poses a substantial risk of harm to any person; or
- 2) The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

General Standards of Student Conduct

In order to promote a positive educational experience for all students, the District expects students to adhere to seven basic standards of conduct:

- 1) exercise self-control, self-respect, and self-discipline,
- 2) demonstrate a positive attitude,
- 3) respect the rights and feelings of others,
- 4) respect school property and the property of others,
- 5) support the learning process,
- 6) adhere to rules, and
- 7) promote a safe environment that does not threaten school safety.

Because of significant variations in student conduct, it is not always possible for the SCC to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these seven standards even though the conduct may not be specifically included in the SCC.

As required by law, TEC 37.0012, a campus behavior coordinator (Principal) has the discretion to apply school-based discipline for specific violations or refer the matter to the Student Discipline and Placement department for review. Student Discipline and Placement supports campuses in interpreting and applying the FWISD Student Code of Conduct. District Hearing Officers help determine the least restrictive options for students requiring alternative placement. In addition, they offer a Diversionary Referral Program that some students may be eligible to participate in, in lieu of a level II DAEP. The hearing officer will determine eligibility for the Diversionary Referral Program. The department provides regular data reports to campuses on their disciplinary practices in the interest of decreasing suspensions and expulsions and improving the instructional continuity for students facing disciplinary action. The sequence of disciplinary action begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in this code. The campus behavior coordinators and hearing officers will consider mitigating factors prior to determining student consequences for mandatory and discretionary incidents. The disciplinary action will draw on the professional judgment of teachers, principals, or designee and on a range of disciplinary management techniques, including restorative discipline practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved.

Notice of Disciplinary Action

The campus behavior coordinator shall promptly notify the student's parent or guardian by phone or in person of any violation that may result in:

- In-school suspension
- Out-of-school suspension
- DAEP placement
- JJAEP placement
- Expulsion
- The student is taken into custody by law enforcement

The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort must be made to provide written notice to the parent of the disciplinary action applied to the student the same day the action is applied. If a parent or guardian has not been reached by phone or in person by 5pm of the first business day after the day the disciplinary action is taken, the campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address by U.S. Mail.

Non-Discrimination

The District does not discriminate against students on the basis of race, sex, national origin, disability, religion, age, color, or ethnicity when enforcing the provisions of the SCC.

Commitment to Equity

District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students. Board Policy AE (Local).

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Patricia Sutton, Director of Special Programs.

Discipline of Students with Special Needs

Students with Disabilities (Board Policy FOF)

The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. Education Code 37.004. The methods adopted in the Student Code of Conduct for discipline management and for preventing and intervening in student discipline problems must provide that a student who receives special education services may not be disciplined for bullying, cyberbullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. Education Code 37.001(b-1)

Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting.

Special Circumstances

School district personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of TEA or the District; or
- 2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or the District;
- 3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the District.

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Patricia Sutton, Director of Special Programs.

Student Not Yet Identified

A student who has not been determined to be eligible for special education, 504, or related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in IDEA if the District had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred.

District Knowledge

The District shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

- 1) The parent of the student expressed concern in writing to supervisory or administrative personnel of the District, or to the teacher of the student, that the student needed special education and related services.
- 2) The parent requested an evaluation of the student for special education and related services; or
- 3) The student's teacher, or other District personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the District.

Exception

The District shall not be deemed to have knowledge that the student had a disability if:

- 1) The parent has not allowed an evaluation of the student.
- 2) The parent has refused services; or
- 3) The student has been evaluated and it was determined that the student did not have a disability.

If the District does not have knowledge (as described above), the student may face the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors. However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

Discipline Appeals

The superintendent delegates all fact-finding authority to a Hearing Panel or designee. This panel is appointed by the superintendent for hearing an appeal of a DAEP placement for Level II only, and to establish a written record for review. The superintendent's Hearing Panel or designee shall conduct an informal proceeding no later than ten business days after receipt of the written request for an appeal. At this informal proceeding, the following procedures shall be followed:

- 1) The parent(s) and/or guardian(s) of the student shall be notified and requested to attend and participate in the proceeding.
- 2) The student shall be permitted the opportunity to explain his or her version of the incident.
- 3) The student shall be permitted to have adult or legal representation. An employee or legal counsel may also represent the District.
- 4) Written statements from witnesses and parties may be introduced as evidence.
- 5) No formal rules of evidence will be observed. Each party in turn, beginning with the student or parent(s) and/or guardian(s), shall be permitted to develop or rebut the evidence, present witness statements or other evidence, and recommend appropriate action to the Hearing Panel or designee.

- 6) The Hearing Panel or designee shall remain impartial and assist the parties in presenting all the facts and evidence in order to present a full account of the incident and shall render a decision in the matter.
- 7) The Hearing Panel or designee shall render a decision that determines whether the student violated the Student Code of Conduct and the appropriate duration of placement in a DAEP.
- 8) The decision of the panel or designee may be announced to the participants, but written notice of the decision shall be rendered to all parties within five working days following the proceeding.

Effect of Student Withdrawal

Withdrawal from school after a student has been accused of a violation of the SCC will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequence and enforcing that consequence should the student re-enroll in the District.

Scope of the District's Disciplinary Authority

General Authority

In addition to the disciplinary authority established for certain types of offenses as described within the SCC, the District has general disciplinary authority over a student at the following times:

- At any time during the school day
- While traveling on District owned or operated transportation or during school-related travel. Including conduct at a school bus stop off campus
- While attending any school-sponsored or school-related activity, regardless of time or location
- As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines
- During lunch periods, including those in which a student leaves the campus
- While on school property
- For any school-related misconduct, regardless of time or location
- During online or other types of remote instruction
- Other off campus conduct as authorized and defined by Chapter 37 of the Texas Education Code, including cyberbullying
- For certain offenses against other students and school employees, regardless of time or location
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
- If the student is a registered sex offender

Searches

A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District or other violations of school rules. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and policy FNF. (Local)

District personnel are prohibited from having a student remove or arrange some or all of his or her clothing so as to permit an inspection of the genitals, body cavities, undergarments of the student, or the chest of a student. Students are required to respect the rights and privileges of other students, teachers, staff, volunteers, and visitors to the campus. All students are expected to conduct themselves in accordance with the expectations set out in this code and common courtesies.

Students shall exercise their rights responsibly in compliance with the Student Code of Conduct and Board Policy. Students are required to report in good faith any misconduct by employees and other students. Students who violate the rights of others or who violate district, campus or classroom rules shall be subject to disciplinary action. School rules, and the authority of the District to administer discipline, apply whenever the interest of the school is involved on or off school grounds (including activities in conjunction with or independent of classes and school-sponsored activities).

Criminal Conduct

School administrators will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations of the SCC. Because school discipline is independent of criminal proceedings, disciplinary consequences will not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Finally, as the District expects its students to adhere to certain standards of conduct, the District also expects that parents of our students and other visitors will comply with similar standards of conduct and civility expected of our students. Accordingly, a school administrator, resource officer, or school district peace officer may refuse to allow a person to enter or may eject a person from any property under the control of the school district if the person refuses to leave peaceably upon request, and 1) the person poses a substantial risk of harm to themselves or others, or 2) is behaving in a way that is inappropriate for a school setting. A person behaving inappropriately for a school setting may be removed if, prior to the person being removed from District property, 1) the school employee issued a verbal warning that the behavior was inappropriate and could lead to the person's removal of the individual and 2) the person persisted in the behavior. Any person removed from District property may appeal such removal under Board policy FNG (Local) or (GF) (Local) and shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it.

Discipline Considerations & Techniques

Discipline Considerations

Using their professional judgment, campus behavior coordinators will consider a variety of factors when administering disciplinary consequences and determining the duration of the consequence, including but not limited to the:

- Degree of severity and risk of danger
- Effect of the misconduct
- Age and grade level of the student
- Legal requirements
- Frequency of the misconduct
- Student's demeanor
- Possibility of disruption of the school environment

Mitigating Factors

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (see definitions), (2) the student's intent (see definitions or lack of intent at the time of the misconduct), (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (see definitions) will not be disciplined on the basis of using reasonable self-defense (see definitions) in response to the bullying, as determined by the campus administration.

Threat Assessment and Safe and Supportive School Team

The District will also establish a "threat assessment and safe and supportive school team" to serve at each campus of the district and will adopt policies and procedures for the teams. The team is responsible for developing and implementing the safe and supportive school program, as well as conducting threat assessments. These will include assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior, gathering and analyzing data to determine the level of risk and appropriate intervention (including referring a student for mental health assessment and implementing an escalation procedure, if appropriate based on the team's assessment), and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student of the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to: (1) participate in the assessment, either in person or remotely; and (2) submit to the team information regarding the student. After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.

Security Personnel/School Resource Officers (SRO)

Finally, security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct. See job duties listed below:

To ensure sufficient security and protection of students, staff, and property, the district contracts with the Fort Worth Police Department/Benbrook Police Department/Forest Hill Police Department. School Resource Officers (SRO) promote a safer school environment through offense prevention, interventions with students, and application of the law. Student misconduct may violate school rules and local/state law. When applicable, the campus behavior coordinator will take appropriate school level actions as well as consult with SROs/ local law enforcement. Any action law enforcement authorities might take would be in addition to action taken by the school. A student may be cited or arrested. If the student is arrested, the parent/guardian must be notified in a timely manner by phone or in person. Law enforcement may transport the student to the Tarrant County Juvenile Detention Center and/or Mansfield City Jail. Disciplinary consequences for students with disabilities will follow the student's Behavior Intervention Plan, if one exists, and applicable federal and state law and guidelines except as provided by Section 37.007(e), in the Texas Education Code, the Student Code of Conduct is not required to specify a minimum term of removal under Section 37.006 or an expulsion under Section 37.007.

Discipline Management Techniques

Discipline is designed to correct student behavior and encourage students to comply with school rules. The District may use any one or a combination of the following strategies or techniques to manage student behavior, prevent or intervene in discipline problems, or address violations of the SCC or campus or classroom rules:

- Tier I Positive Behavior Intervention Strategies
- Multi-Tiered Systems of Support
- Teacher-parent telephone conferences
- Restorative Practices such as restorative chats, restorative circles, and circles of support can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.
- Student-parent-teacher conferences
- Counseling by teacher, counselor, or administrative personnel
- Bullying Contract
- Behavior coaching
- Conflict Resolution
- Separation or "stay away" agreements or orders.
- Digital citizenship lesson
- Cooling-off time or "time out"
- Referral to student support team, outside agency or Family Resource Center
- Administrator-teacher-parent telephone conference call
- Verbal correction

- Seating changes in the classroom
- Behavioral contracts
- Confiscation of items that disrupt the educational process
- Grade reductions as permitted by policy
- Mediation
- Anger management
- Apply behavior management strategies identified in individual student organizations or extracurriculars
- Detention
- Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)
- Restitution or restoration
- Removal of student to the office, other assigned areas or in-school suspension
- Lowered conduct grade
- School-assessed and school administered counseling and/or group socialization skills training
- Placement in the On-Campus Intervention Program, as specified in the LEVEL I section of the Student Code of Conduct
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities
- Withdraw or restriction of bus privileges
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines
- Out-of-school suspension (not to exceed three (3) consecutive school days, per incident)
- Placement in a Disciplinary Alternative Education Program (DAEP), as specified in the DAEP section of the Student Code of Conduct
- Expulsion, as specified in the expulsion section of the Student Code of Conduct
- Other strategies and consequences as specified by the Student Code of Conduct
- Referral to law enforcement when inappropriate behavior violates local and/or state law

Physical Restraint

Any district employee may, within the scope of the employee's duties, use and apply appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

- 1) Protect a person, including the person using physical restraint, from physical injury
- 2) Gain control of a weapon or other dangerous object
- 3) Prevent a student from fleeing when fleeing would put the student or others in danger
- 4) Protect property from serious damage

Remove a student from a specific location who is refusing a directive or command of a school employee, including from a classroom or other school property, in order to restore order or impose disciplinary measures. (However, an employee is not allowed to use physical restraint as a disciplinary measure; corporal punishment is prohibited.) Restrain an irrational student. Irrational is defined for these purposes as the inability to think and reason clearly or logically.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the re-occurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face
- Restricting the student's circulation
- Securing the student to a stationary object while the student is standing or sitting
- Inhibiting, reducing, or hindering the student's ability to communicate
- Using chemical restraints
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP)

Note: A student may be disciplined when necessary to address the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider mitigating factors regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.

General Types of Prohibited Conduct

Misconduct Involving Others

School-Related (Level I)

Misconduct identified in the list of prohibited behaviors below, will result in the assignment of one or more “Discipline Management Techniques” if the behavior is committed at school, a school-sponsored or school-related activity, during school-related travel, while traveling on District owned or operated transportation, or when the District has “Disciplinary Authority” as described in the SCC.

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or actually causes injury to others
- Fighting (see definitions) or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition
- Hitting, pushing, or attempting to hurt another student
- Engaging in conduct that can or does cause bodily injury (see definitions)
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail
- Subjecting a student or District employee, official, or volunteer to physical harm, confinement or restraint
- Bullying (see definitions)
- Cyberbullying (see definitions), including conduct that interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity
- Name-calling, ethnic or racial slurs, making racial comments to another student or employee, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer
- Engaging in harassment (see definitions) toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age
- Engaging in sexual harassment (see definitions) or sexual abuse
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent
- Invasive visual recording (see definitions)
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual
- Touching one's own private body parts in a sexual manner
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment

- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship
- Engaging in oral or written threats to cause harm or bodily injury (see definitions) to another student, a District employee, official, or volunteer, or school property, including threats made using the Internet or other technology resources at school. Students may be disciplined for threats made outside of school, including website or Internet postings, if the threat causes a material or substantial disruption at school or is reasonably forecast to cause one
- Engaging in oral or written threats of any kind of violence, violent acts, or harm to another student or staff member, whether or not such threats are meant to be taken seriously
- Preparing a hit list (see definitions)
- Wrongfully obtaining and using another person's identifying information or personal data without permission to mislead, defraud, or deceive
- Hazing (see definitions)
- Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying

Possessing, Using, Giving, Selling, Buying, or Offering to Sell or Buy Prohibited Items

- Matches or a lighter
- Tobacco products
- Electronic cigarettes (see definitions), electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, vials, cartridges, or "pens" with liquid or any other types of material for use in such devices
- Fireworks or any other pyrotechnic device
- Smoke or stink bombs
- Laser pointers (unauthorized use)
- Pepper spray or other small chemical dispenser sold commercially for personal protection
- "Look-alike" drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy
- Prescription drugs except as permitted by District policy
- Less than a useable amount of stems, seeds, or other pieces of marijuana
- Paraphernalia (see definitions) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage
- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption"
- Razor blades, box cutters, or chains.
- Knives with a blade 5 ½ inches or less

- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear
- Fake or “look-alike” weapons
- Deadly weapons (see definitions)
- Poisons, caustic acids, or other materials that may be toxic to the human body
- BB gun, air gun, or stun gun
- Ammunition, shells, bullets, or gunpowder
- Clubs, knuckles, firearm silencers, or similar dangerous weapons
- Material that is sexually-oriented, pornographic, obscene, or reveals a person’s private body parts
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another
- CD or DVD players, cassette players, electronic games, MP3 players, stereo head sets, or other electronic equipment for other than approved use
- Using, displaying, or having in operational mode a paging device, cellular telephone, or telecommunications device (see definitions) at school or school-sponsored or school-related activities, including using a cellular telephone to film other students and/or District employees

Misuse of Property

- Stealing from others, including the District
- Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony
- Damaging, destroying, or vandalizing property owned by others or the District
- Committing criminal mischief with damage in an amount less than \$2500
- Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief

Safety / Disruption

- Threatening to use or exhibit a firearm
- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency
- Making or participating in false statements or hoaxes regarding school safety
- Making threats regarding school safety or harm to students and/or employees, regardless of intent

- Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence
- Throwing objects that can cause bodily injury or property damage
- Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer

Technology

- Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (see definitions)
- Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator
- Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct
- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another
- Using email, websites, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material
- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials

NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not show, provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian. A consequence can be issued to a student who violates the code of conduct or when a student is determined to be an accomplice. A student is considered an accomplice to another person if they have knowledge that will promote or facilitate the misbehavior.

Failure to Follow Rules

- Violating dress and grooming criteria
- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel
- Attempting to or successfully evading, avoiding, or delaying questioning by a District employee or providing inaccurate information when questioned about possible violations of the SCC
- Failing to provide proper identification upon request of a District employee
- Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others
- Unexcused tardiness to class
- Skipping school or class without the District's or parent/guardian's permission
- Leaving class, the campus, or school events without permission
- Enticing or preventing another student from attending school, class, or a school activity the student is required to attend
- Violating rules for conduct on school owned or operated transportation
- Violating rules for operating or parking a motor vehicle on school property
- Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices
- Violating the District's medications policy regarding prescription and over-the-counter drugs
- Academic dishonesty, including cheating, copying the work of another, plagiarism, or unauthorized collaboration with another person in preparing an assignment
- Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events
- Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items
- Violating other campus or classroom rules for behavior or district policies

Other Misconduct

- Using profanity, vulgar language, or obscene gestures
- Loitering in unauthorized areas

- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees
- Gambling or betting money or other things of value
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing
- Taking one or more steps toward violating the SCC even if the student fails to complete the intended misconduct

Removal from District Transportation

Reasons for Removal

Transportation

Appropriate student behavior is essential to the safe operation of District transportation. Students must comply with the expectations of the SCC while using District transportation. In addition to compliance with the SCC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop
- Remain seated in designated seats facing forward
- Comply with lawful directives issued by the driver
- Follow the driver's rules for food or beverages
- Refrain from making loud or distracting noises
- Do not throw objects inside the transportation or out of the windows or doors
- Vulgar or abusive language is prohibited
- Do not shout at passing persons or vehicles
- Spitting or throwing anything in or out of the bus is prohibited
- Eating, drinking, smoking or possession of any illegal substances is prohibited on the bus
- Weapons and/or the use of any unsafe items is prohibited on the bus
- Fighting, pushing and or shoving is prohibited on the bus
- Keep aisles clear of books, bags, instruments, feet, or other obstructions
- Do not extend any body part, clothing, or other article outside of the transportation
- Keep hands, feet, other body parts, or objects to yourself
- Do not obstruct the driver's view
- Do not mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment

Procedure for Removal

A driver of District owned or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include temporarily suspending or permanently revoking school transportation privileges.

The student will be informed of the reason for suspension or revocation of transportation privileges and will be given the opportunity to respond before the administrator's decision is final. Suspension of transportation privileges does not excuse a student from attending school. It is the responsibility of the parent/guardian and/or student to make alternate transportation arrangements to and from school.

Removal from Classroom by Teacher

Ordinary Teacher Removal

A teacher may send a student to the campus behavior coordinator's office to maintain discipline in the classroom or when the student engages in behavior that violates the SCC. For these informal removals, the behavior coordinator will use one or more discipline management techniques to address and improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the behavior coordinator will employ other discipline techniques or progressive interventions to improve the student's conduct.

Formal Teacher Removal

Chapter 37.002 - Texas Education Code

A teacher may remove a student from class when:

- The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach or with the learning of other students; or
- The behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach or with the learning of other students

A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A teacher must remove a student from class if the student engages in conduct that requires or permits DAEP placement or expulsion under the Texas Education Code, in which case the procedures for DAEP placement or expulsion will apply.

Placement During Removal

When a teacher utilizes a formal removal of the student from the classroom, the administrator may place the student in: (1) another appropriate classroom, (2) in-school suspension, (3) out-of-school suspension, or (4) DAEP.

Procedures for Teacher Removal

No later than three school days after a teacher has formally removed a student from class, an administrator will schedule a conference with the campus behavior coordinator or other administrator, the student's parent/guardian, the student, and the teacher. At the conference, the student will be provided an explanation of the basis for removal and be given an opportunity to respond. After the conference, the campus behavior coordinator or designee will render a discipline decision and inform the student and parent/guardian of the consequences.

A student who is sent to the campus behavior coordinator's or other administrator's office through an ordinary or a formal teacher removal from class is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law.

Return to the Classroom

If the teacher removed the student from class because the student engaged in assault resulting in bodily injury, aggravated assault, sexual assault, or aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. In other cases where the teacher initiates a formal removal, the student may only be returned to the teacher's class without the teacher's consent if the Placement Review Committee determines that the teacher's class is the best or only alternative.

In-School Suspension (ISS)

Reasons for ISS

A student may be placed in an in-school suspension program at the discretion of the campus behavior coordinator. The parent and/or guardian must be notified by the school administrator before the in-school suspension placement becomes official. Parents/guardians shall be notified prior to a student serving detention that is scheduled before/after school hours. Transportation arrangements must be made with the parent/guardian prior to the scheduled detention.

Procedure for ISS

The student will be informed of the reason for placement in ISS and be given an opportunity to respond before the administrator's decision is final. While in ISS the student will complete assignments from his or her teacher.

Out-of-School Suspension (OSS)

Reasons for OSS

Students may be suspended from school for any misconduct listed in any category of the SCC.

State law allows a regular education student to be suspended for as many as three (3) school days per behavior violation. Out-of-school suspensions will not exceed 3 consecutive school days for each separate behavior violation. There is not a limit to the number of times a student may be suspended in a semester or school year. If a student receives OSS for a partial school day, that partial day is considered one of three total allowable OSS days. An OSS may not exceed 3 consecutive school days TEC 37.005. An ARD must be held for special education students who have been assigned to 10 out-of-school suspension days in a single school year prior to any further out-of-school suspension days assigned.

Procedure for OSS

The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school-sponsored or school-related activities. Students may be suspended for a maximum of three school days at a time.

Assignments During ISS and OSS

The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all coursework provided in the classes in the foundation curriculum that the student misses as a result of the suspension, including at least one option for receiving the course work that does not require the use of the Internet.

On-Campus Intervention Program (OCI)

The OCI Program will include equitable and restorative practices to motivate students, support students, and to provide healing to students. A student may be placed in the On-Campus Intervention program for six (6) consecutive school days for any offenses listed under Level I and/or Level II discretionary offenses. This includes incidents/ offenses occurring within 300 feet of school property, while attending a school sponsored event, or while attending a school related activity on or off school property.

Students placed in OCI are:

- prohibited from any other school campus
- prohibited from attending school sponsored events/extracurriculars

Disobeying this directive could result in further disciplinary action.

Grade Level and Other Restrictions on Suspension

A student who is in third grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

Disciplinary Alternative Education Program (DAEP)

Reasons for Mandatory DAEP Placement

School-Related (Level II)

Subject to the requirements of Texas Education Code, Section 37.009 (a), a student must be placed in DAEP for any of the following misconduct if committed while on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engages in conduct punishable as a felony
- Commits an assault (see definitions) resulting in bodily injury (see definitions) against another
- Is charged with possession or distribution of a controlled substance (see definitions), a dangerous drug (see definitions), or an alcoholic beverage.
- Commits a serious act or offense while under the influence of an alcoholic beverage if the conduct is not a punishable felony.
- Student possesses, uses, or is under the influence of marijuana, a controlled substance (see definitions), a dangerous drug (see definitions), or an alcoholic beverage in any amount not punishable as a felony. Students who possess, use, or are under the influence of marijuana within 300 feet of school property or while attending a school activity must complete a drug and alcohol awareness program approved by TEA within 30 days after the conduct occurred
- Possesses, uses, sells, gives, or delivers to another person an e-cigarette (see definitions)
- Engages in an offense relating to abusable volatile chemicals (see definitions)
- Engages in criminal mischief if the damage is greater than \$750
- Engages in public lewdness (see definitions)
- Engages in indecent exposure (see definitions)
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code (see definitions), against an employee of the school district

A student must be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

Regardless of Location

- Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school
- Retaliates (see definitions) against any school employee
- Possesses, other than on his or her person, or uses a firearm (see definitions) as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense
- Is a registered sex offender (see definitions) under court supervision, probation, community supervision, or parole
- Possesses, other than on his or her person, or uses a knife with a blade over 5½"
- Engages in expellable conduct if the student is between six and nine years of age

» Students who are: (1) convicted of continuous sexual abuse of a young child or children; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Placement in this circumstance may be for any length of time considered necessary.

- Engages in a federal firearm offense if the student is six years of age or younger

Off-Campus

A student must be placed in DAEP for engaging in a Title 5 (see definitions) felony offense or aggravated robbery while off-campus and not in attendance at a school-sponsored or school-related activity if:

- The student receives deferred prosecution
- A court or jury finds the student engaged in delinquent conduct, or
- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code)

Reasons for Discretionary DAEP Placement

School-Related (Level II)

A student may be placed in DAEP for any of the following misconduct if committed while on school property, or while attending a school-sponsored or school-related activity on or off school property:

- Committing any offense included in the list of "General Types of Prohibited Misconduct" in this SCC
- The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student's continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process
- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred

Off-Campus

- Engaging in criminal mischief if the damage is less than \$2500

Regardless of Location

A student may be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- If the student is a registered sex offender (see definitions) who is not under any form of court supervision. A registered sex offender who is not under any form of court supervision will be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process, and such placement is not contrary to the best interests of the District's students
- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide
- Incites violence against a student through group bullying
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent
- Is involved with a public-school fraternity, sorority, secret society, or gang (see definitions), including participating as a member or pledge, or soliciting another person to become a member or pledge
- Is involved in criminal street gang activity (see definition)

Procedure for DAEP Placement

Central Office Conference Procedures

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to remove a student to a Disciplinary Alternative Education Program (DAEP). The conference shall be held. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors (refer to pg.15). These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Advise the student of the conduct or offense with which he/she is charged
- Permit the student the opportunity to explain his/her version of the incident
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel
- Written statements from witnesses or parties may be introduced
- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer
- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code

- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case

Record

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted, and additional discipline may be imposed.

No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend.

Diversionsary Referral Program

Some students may be eligible to participate in a Diversionsary Referral Program as a form of intervention, the hearing officer will determine eligibility for the program. Only students in grades 5th through 12th are eligible to participate. They can only participate in this program once.

Until a placement conference can be held, the student may be placed in another appropriate classroom, in-school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference.

DAEP Placement Order

If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency.

A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.

Length of DAEP

The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. All DAEP placements will result in placement for up to 45 school days.

Successful completion of school days will be determined at the discretion of the District. Days occurring during school closures when virtual instruction is taking place WILL NOT count as a successful completion of a day in the DAEP. The length of DAEP placement may not exceed one year unless, after review, the District determines that the student is a threat to the safety of other students or District employees.

If the DAEP is at capacity at the time a DAEP placement decision is made for a student who engaged in conduct related to marijuana, a vape, alcohol, or an abusable chemical, the student shall be:

- 1) placed in in-school suspension; and
- 2) if a position becomes available in the DAEP program before the expiration of the placement period, transferred back to the DAEP for the remainder of the placement order.

If the DAEP is at capacity at the time a DAEP decision is made for a student who engaged in conduct described under Section 37.007 that constitutes violent conduct, as defined by commissioner rule or administrator discretion in the absence of commissioner rule, a student who has been placed in the program for conduct related to marijuana, a vape, alcohol, or an abusable chemical:

- 1) may be removed from the DAEP and placed in in-school suspension to make space in the DAEP available for the student who engaged in violent conduct; and
- 2) if removed from the DAEP for this reason, shall be returned to the DAEP if space becomes available prior to the end of the placement period.

If the DAEP placement extends beyond 45 days or the end of the next grading period, whichever is sooner, the student or the student's parent/guardian may participate in a proceeding before the Board or Board's designee as provided in policy FNG (LOCAL). Any decision of the Board is final and may not be appealed.

Merit Program

Students' DAEP placements may be reduced by meeting the expectations of a merit program. High School and Middle School students can earn 1 day less to their overall DAEP assignment for every 5 successfully completed days at Metro Opportunity Middle/High School or Insights Elementary School. A successfully completed day is defined as a full day of attendance without an incident of student misconduct.

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that:

- 1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- 2) the student engaged in serious or persistent misbehavior that violates the SCC.

For purposes of this paragraph only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or more violations of the SCC or repeated occurrences of the same violation.

Particular Rules for Registered Sex Offenders

The general SCC rules for DAEP placement apply to registered student sex offenders (see definitions) except as modified in this section.

Placement

Registered sex offenders will be placed in a Juvenile Justice Alternative Education Program (JJAEP) in lieu of DAEP if: (1) ordered to attend JJAEP by a court, or (2) if permitted by agreement between the District and the JJAEP.

Length of Placement

Registered sex offenders under court supervision will be placed in DAEP for a minimum of 60 school days. Registered sex offenders who are not under any form of court supervision but are assigned to DAEP must serve a minimum of 60 school days.

Transfers

Registered sex offenders under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

Registered sex offenders who are not under any court supervision that transfer into the District will be placed in the regular classroom unless it is determined that the student is a threat to the safety of others, is detrimental to the educational process, or it is not in the best interests of the District's students.

Periodic Review for Registered Sex Offenders

After 60 school days in DAEP, a review committee will determine by majority vote and recommend to Student Discipline and Placement whether the student should remain in DAEP or be returned to the regular classroom. Student Discipline and Placement will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, Student Discipline and Placement will follow the committee's decision to continue the student's placement in DAEP unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students.

If the student remains in DAEP, the review committee will re-consider the student's placement before the beginning of the next school year.

Appeals for Registered Sex Offenders

DAEP placement may be appealed as described in District policy FNG or FOC. However, the appeal is limited to the factual question of whether the student is required to register as a sex offender under the law. A decision of the District's Board of Trustees is final and may not be appealed.

Other DAEP Issues

Grade Levels

Elementary students in through grade 5 will not be placed in DAEP with secondary students in grade 6 through grade 12.

No Participation in Activities While in DAEP

Students placed in DAEP for any mandatory or discretionary reasons are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

Impact on Graduation

The District has the right to limit a student's participation in graduation activities for violating the District's student code of conduct. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal.

Notwithstanding any other eligibility requirements, to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's code, resulting in a removal to a DAEP or expulsion during the semester immediately preceding graduation. Graduating seniors who have met all criteria for graduation and are assigned to a DAEP and/or expelled to JJAEP at the end of the school year, will not be allowed to participate in the graduation ceremony or in other related graduation activities, except graduation activities at the alternative placement site.

Transportation

Students that have transportation designated in their IEP are entitled to that service when assigned to JJAEP.

The District will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other District personnel involved in providing transportation or violates any provision of the SCC during transport.

Periodic Review

The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Coursework Opportunity

Students placed in DAEP will have an opportunity to complete coursework required for graduation, at no cost to the student, before the beginning of the next school year. The home-school and/or referring school is responsible for providing AP and elective coursework not taught at the DAEP / JJAEP.

Transition from DAEP

As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, school resource officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

Transition Plan

Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and the provision of information to the student's parent or person standing in parental relationship to the student about the process to request a full individual and initial evaluation of the student for purposes of special education services under Texas Education Code, Section 29.004. The transition plan may include recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

Effect of Student Withdrawal

When a student withdraws from school before a DAEP placement order is completed, the District may complete the proceedings and issue a DAEP placement order. If the student re-enrolls in the District during the same or subsequent school year, the District may enforce the DAEP placement order at that time, minus any portion of the placement that was served by the student during enrollment in another district.

If the administrator does not issue a DAEP placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP placement order.

Student Transfers

The District will decide on a case-by-case basis whether students assigned to DAEP in another Texas district, a Texas open-enrollment charter school, or an out-of-state school district will be required to complete the term of their DAEP placement or be placed directly into a regular classroom setting. In order to continue an out-of-state DAEP placement, the basis for the DAEP placement must also be a reason for DAEP placement in the enrolling district. If the out-of-state DAEP placement period exceeds one year, the District will reduce the period of the placement so that the total placement does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interests of the student.

Summer School

Students in DAEP during summer programs will be served alongside other students not assigned to DAEP.

Summer Activities

Students whose DAEP placement continues past the end of the school year and into the next school year will not be permitted to participate in school-related activities occurring during summer months, including team camps, clinics, practices, and workouts.

Criminal Proceedings

The review and appeal process described below is limited to retaliation or off-campus misconduct. It does not apply if the student was placed in DAEP as required by law for conduct occurring on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school.

If the District receives notice that prosecution of a student's case was refused and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated or a court or jury found the student not guilty or that the student did not engage in delinquent conduct or conduct indicating a need for supervision and dismissed the student's case with prejudice, the District will review the student's DAEP placement and will schedule a review with the student's parent/guardian no later than the third day after receiving notice. The student will not be returned to the regular classroom before the review. After reviewing the notice and receiving information from the student's parent/guardian, the administrator may only continue the student's DAEP placement if the administration has reason to believe the student's presence in the regular classroom threatens the safety of others.

The administrator's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

If the Board confirms the decision of the administrator, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

Expulsion

Reasons for Mandatory Expulsion

School-Related (Level III)

A student must be expelled for any of the following misconduct that occurs on school property or while attending a school-sponsored or school-related activity on or off school property:

- Brings to school a firearm, as defined by federal law (see definitions)

Students whose offense involves a firearm must be assigned to JJAEP for one school-calendar year. If the offense occurs in the last six weeks of the school year, the placement may extend/begin into the first semester of the next school year. The placement duration will be determined by the hearing officer. The period or placement may not exceed one year unless, after review, it is determined that the student is a threat to the safety of other students or to District's employee.

- Possesses or uses a handgun* on or about his or her person (see definitions)
- Possesses or uses a location restricted knife, on or about his or her person

** Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.*

- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (see definitions)
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), if the behavior is punishable as a felony
- Commits a serious act or offense while under the influence of an alcoholic beverage if the behavior is punishable as a felony

Regardless of Location

A student must be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Retaliates (see definitions) against a school employee or volunteer by committing a state-mandated expellable offense

Reasons for Discretionary Expulsion

While in DAEP

A student may be expelled for engaging in documented serious misbehavior as defined by law (see definitions) while the student is placed in DAEP and on the DAEP site/campus despite documented behavioral interventions.

School-Related

A student may be expelled for any of the following offenses that occur on school property, within 300 feet of school property as measured from any point on the District's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance or a dangerous drug, if the conduct is punishable as a felony
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana (see definitions) or tetrahydrocannabinol (see definitions)
- Sells, gives, delivers, possesses, uses, or is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage.
- Engages in misconduct that contains the elements of an offense relating to abusable volatile chemicals (see definitions)
- Commits an assault (see definitions) resulting in bodily injury to a school employee or volunteer
- Engages in deadly conduct (see definitions)

Three Hundred Feet

Additionally, a student may be expelled for any of the following offenses that occur within 300 feet of school property as measured from any point on the District's real property boundary line:

- Possesses a firearm, as defined by federal law (see definitions)
- Possesses or uses a handgun* on or about his or her person (see definitions)

** Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department*
- Possesses or uses a location restricted knife, on or about his or her person, if the student is younger than 18 years of age
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (see definitions)
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children

- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), if the behavior is punishable as a felony

Regardless of Location

A student may be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Commits aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery against another student
- Retaliates against a school employee or volunteer by committing an assault (see definitions) resulting in bodily injury
- Engages in felony criminal mischief
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system
- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide
- Incites violence against a student through group bullying
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent
- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district
- Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school

Title 5 Felonies Regardless of Location

In addition to the expellable conduct listed above, a student may also be expelled and placed in Juvenile Justice Alternative Education Program if the student:

- Is arrested for a Title 5 felony offense (see definitions) or aggravated robbery
- Is charged with engaging in a Title 5 felony offense or aggravated robbery
- Received deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery
- Is on probation for a Title 5 felony offense or aggravated robbery
- Was found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery
- Has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or
- Was convicted of a Title 5 felony offense or aggravated robbery and the administrator determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students.

In this circumstance, expulsion to an alternative setting may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct.

A student may be subject to an expulsion under this circumstance until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program. The student will be entitled to the same periodic review afforded to other students in alternate settings. An expulsion ordered in this case is final and may not be appealed beyond the Board of Trustees.

Procedure for Expulsion

Central Office Hearing

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to expel a student to JJAEP. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

Students alleged to have committed an expellable offense will receive a hearing before the Hearing Officer within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed expulsion and will be invited in writing to attend the hearing. After trying to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

Hearing Rules and Procedures

The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors (refer to pg.16). These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District; and
- Advise the student of the conduct or offense with which he/she is charged
- Permit the student the opportunity to explain his/her version of the incident
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel
- Written statements from witnesses or parties may be introduced
- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer

- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts in order to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code
- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case
- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District
- An opportunity to question the District's witnesses; and
- An opportunity to testify and to review and present evidence and witnesses in the student's defense

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

Record

Additional proceedings may be conducted, and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

Interim Placement

Until an expulsion hearing can be held, the student may be placed in another appropriate classroom, in-school suspension, out-of-school suspension, or DAEP.

Expulsion Order

If the outcome of the expulsion hearing is that the student will be expelled, the appropriate administrator will issue an expulsion order and provide a copy to the student and the student's parent/guardian. If the duration of the expulsion differs from the guidelines in the SCC, the expulsion order will give notice of the inconsistency.

The District will send a copy of the expulsion order to the juvenile court no later than the second business day after the expulsion hearing. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the expulsion order.

Length of Expulsion

The duration of the expulsion will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Both mandatory and discretionary expulsions will result in expulsion for up to 60 school days.

School days counted towards completion of the expulsion term will be determined at the discretion of the District. Students who bring a firearm (as defined by federal law) to school will be expelled from the regular classroom for at least one calendar year except as modified by the administrator on a case-by-case basis.

An expulsion will not exceed one calendar year unless, after review, the District determines that:

the student is a threat to the safety of other students or to District employees; or (2) extended expulsion is in the best interest of the student.

Students expelled at the end of one school year may be required to complete the term of their expulsion at the beginning of the next school year.

Other Expulsion Issues

Academic Impact

Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP) or other District-approved program or as necessary to provide a free appropriate public education under IDEA.

Participation in Activities

Expelled students are prohibited from being on school grounds or attending or participating in school-sponsored or school-related activities while expelled.

Age Restrictions

Students under the age of ten who engage in expellable behavior will not be expelled, but will be placed in DAEP.

Effect of Student Withdrawal

If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

If the administrator does not issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue an expulsion order.

Student Transfers

The District will decide on a case-by-case basis whether students expelled from another Texas district or from an out-of-state school district will be required to complete the term of their expulsion, be placed in DAEP for the duration of the expulsion term or be placed directly into a regular classroom setting. To continue an out-of-state expulsion, the basis for the expulsion must also be a reason for expulsion in the enrolling district. If the out-of-state expulsion period exceeds one year, the District will reduce the period of expulsion so that it does not exceed one year unless the District determines that the student is a threat to the safety of others or extended expulsion is in the best interest of the student.

Expulsion Appeals

A student or a student's parent(s) or guardian(s) may appeal in writing a Level III expulsion to the Juvenile Justice Education Program (JJAEP), to the superintendent or designee, both of which have been designated by the Board. This written appeal must be delivered to the Superintendent's office within five working days after receiving notification of the expulsion. Parent(s) and/or guardian(s) may also submit any information they believe is relevant to the appeal. The superintendent or designee may also investigate and request additional information that was not presented at the original hearing. If after review, the superintendent or designee determines that the reasons given in support of the expulsion are sound and substantiated, he or she shall issue a written notice informing the parent(s) and/or guardian(s) of his or her decision to sustain the expulsion within three working days of the conclusion of the review. The superintendent or designee may also take any action he or she deems appropriate to modify or overturn the placement and will notify the parent(s) and/or guardian(s) promptly of his or her decision in this regard. If at the conclusion of the investigation, additional information is brought forth that might increase the consequence, the superintendent or designee will review (within three days) the new information with parent(s) and/or guardian(s). Following this review, the superintendent or designee will issue a final ruling. Noncustodial parent(s) and/or guardian(s) may request in writing a copy of any written notification relating to a student's expulsion from school that is generally provided by the District to a student's parents. Consequences will not be delayed pending the outcome of the appeal.

Searches, Board Policy FNF Legal

The Fort Worth ISD School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent.

A search is reasonable if it meets both of the following criteria: The action is justified at the inception; i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation. The scope of the search is reasonably related to the circumstances that justified the search in the first place; i.e., the measures adopted are reasonably related to the objectives of the search and are not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Desks and Lockers

Desk, lockers, and similar items are the property of the District and are provided for student use as a matter of convenience. Lockers and desks are subject to blanket/random searches or inspections by District administrators. Searches or inspections may be conducted at any time and without notice. Students shall be fully responsible for the security and contents of desks or lockers assigned to them. Students shall make certain that lockers are locked, and that keys or combinations are not given to others. Students shall not place or keep in a desk or locker any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be held responsible for any prohibited items found in their desks or lockers.

Vehicles

Students shall be fully responsible for the security and contents of vehicles parked on school property. Students shall make certain that their parked vehicles are locked and that the keys are not given to others. Students shall not place or keep in a vehicle on school property any article or material prohibited by law, District policy, or the Student Code of Conduct. If there is reasonable cause to believe that a vehicle on school property contains contraband, it may be searched by school officials or by personnel whose services have been engaged by the District to conduct such searches. Students shall be held responsible for any prohibited items found in their vehicles on school property. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parent. If the parents also refuse the search, the District may contact local law enforcement officials and turn the matter over to them, or the District may conduct the search.

The District shall use specially trained non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items and illicit substances as defined in FNCF (LOCAL) and alcohol; visits to the school shall be unannounced. The dogs shall be used to sniff the air in vacant classrooms, in vacant common areas, around student lockers and around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle or an item in a classroom, the area may be searched by school officials. Searches of vehicles shall be conducted as described above.

Electronic Storage

A peace officer may not search a person's cellular telephone or other wireless communications device, pursuant to a lawful arrest of the person, without obtaining a warrant under Code of Criminal Procedure 18.0215. A peace officer MAY search a cellular telephone or other wireless communications device without a warrant if:

- The owner or possessor of the telephone or device consents to the search
- The telephone or device is reported stolen by the owner or possessor; or
- The officer reasonably believes that: warrant has been issued for committing a felony offense; or there exists an immediate life-threatening situation, as defined by Code of Criminal Procedure 18.20. Code of Crim. Proc. 18.0215

Specifically: Lockers may be sniffed by trained dogs at any time. Vehicles parked on school property may be sniffed by trained dogs at any time. Classrooms and other common areas may be sniffed by trained dogs at any time students are not present. If contraband of any kind is found, the student shall be subject to appropriate disciplinary action. The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, a student's vehicle parked on school property or on the student's person as a result of a search conducted in accordance with the policy.

Metal Detectors

The District shall not tolerate actions that endanger the wellbeing of students or faculty or disrupt the educational process. Accordingly, upright, or hand-held metal detectors may be randomly used any time by the administration to safeguard students and maintain a safe environment.

Students shall be notified at the beginning of each school year that they will be subject to search by a metal detector on a random basis. All prohibited weapons and/or illegal contraband revealed shall be confiscated and turned over to applicable law enforcement agencies, which shall determine whether to initiate criminal prosecution. (See Board Policy FNCF or FNCG) Contraband found to be in violation of school board policy shall be confiscated by school personnel. School administrators will determine what, if any, disciplinary action is taken.

If a student refuses to comply with a metal detector search, the parent(s) and/or guardian(s) will be contacted. If the parent(s) and/or guardian(s) support their child's decision to refuse, the school liaison officer shall determine if a search is now mandatory for the safety of all. If not, the student shall be removed from the campus immediately and will be subject to appropriate disciplinary action. The second time a student refuses to comply with a metal detector search will result in immediate removal from school pending a central office conference.

Photographic/Video/Audio

District video/audio equipment shall be used for safety purposes in monitoring student behavior on buses and in common areas on the district's campuses. Students may not photograph, videotape, or otherwise record students or staff during the instructional school day.

No photograph, video recordings or audio recordings may be taken or made on Fort Worth ISD premises unless authorized by the Superintendent, her/his designee, or principal for educational or school-related purposes. (section 26.009 of the Texas Education Code applies).

General Security - Acceptable Use Policy

The Superintendent or designee shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

Access to the Districts' electronic communications systems which may include computers, software, communication tools (email, chat), access to internal networks (intranet), and access to external networks (internet) is a privilege, not a right. Fort Worth ISD requires that these systems be used in a responsible way, ethically, and in compliance with all legislation and other Fort Worth Independent School District (District) policies. [See Board Policy CQ]

All users shall be required to acknowledge receipt and understanding of all administrative regulations governing the use of the system and shall agree in writing to comply with such regulations and guidelines. Noncompliance with applicable regulations and guidelines may result in suspension or terminations of privileges and other disciplinary action consistent with District Policies. [See Board Policies DH and CQ, and the Student Code of Conduct]

Acceptable Use of Assets

Assets include, but are not limited to, physical equipment such as desktop computers, servers, printers, laptops, telephones, mobile devices, and removable media (such as USB flash drives), as well as systems and services, such as the organizational network, internet, voicemail, and more. Organizational data is also considered to be an asset. All devices and systems are property of the District, and all use must be in accordance with established policies, standards, and guidelines.

This policy is applicable to all District stakeholders including full-time, part-time, and temporary employees, contractors, students, and interns. The requirements defined in this policy are applicable to all data, systems, and services owned and/or managed by the District.

Electronic mail transmissions and other use of the electronic communication system by students and employees shall not be considered confidential and may be monitored at any time by designated District staff.

Noncompliance

Violations of this policy will be treated like other allegations of wrongdoing at the District and will be investigated per established procedures. Sanctions may include, but are not limited to, one or more of the following:

- 1) Oral and/or written warning

- 2) For Employees: Probation, suspension, or termination of employment
- 3) Discipline in accordance with the Student Code of Conduct
- 4) Legal action per applicable laws and contractual agreements

[View complete Acceptable Use of Assets Policy here.](#)

Notice of Non-Disclosure

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both. Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: Rodney Wadley, Title IX Coordinator, Office of Employee Services 7060 Camp Bowie Boulevard, Fort Worth, Texas 76116 Telephone: (817) 814-1833, E-mail: Rodney.Wadley@fwisd.org

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

For concerns regarding discrimination based on disability, see ADA/Section 504 Coordinator/Foster Care Liaison Patricia Sutton, Director of Special Programs 7060 Camp Bowie Boulevard, Fort Worth, Texas 76116 Telephone: (817) 814-2876, E-mail: Patricia.Sutton@fwisd.org

For Other Complaints and Concerns

Usually, student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints that cannot be handled so easily, the District has adopted a standard complaint policy at FNG (LOCAL) in the district's policy manual. A copy of the policy can be obtained from the principal's office or on the district's Web site at <http://pol.tasb.org/Policy/Code/1101?filter=FNG>.

In general, the student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the Superintendent's designee. If still unresolved, the District provides or the complaint o be presented to the Board.

Definitions

ABUSABLE VOLATILE CHEMICALS

Those substances as defined in Texas Health and Safety Code § 485.001.

ALCOHOLIC BEVERAGE

Those substances as defined in Texas Alcoholic Beverage Code § 1.04.

ARMOR-PIERCING AMMUNITION

Handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers or other firearms.

ASSAULT

For student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

BODILY INJURY

Physical pain, illness, or impairment of a physical condition.

BULLYING

A single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves written or verbal expression, including electronic communication, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school, including cyberbullying (see definition below). See District policy FFI for additional information regarding bullying.

CAMPUS BEHAVIOR COORDINATOR

A Campus Behavior Coordinator, which has to be an administrator, is primarily responsible for maintaining student discipline and the implementation of any disciplinary actions. A campus behavior coordinator shall respond by employing appropriate discipline management techniques consistent with the Student Code of Conduct that can reasonably be expected to improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the campus behavior coordinator shall employ alternative discipline management techniques outlined in the Student Code of Conduct.

CHEMICAL DISPENSING DEVICE

A device other than a small chemical dispenser sold commercially for personal protection, that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

CLUB

An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

CONTROLLED SUBSTANCE

A substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

CRIMINAL STREET GANG

Three or more persons having a common identifying sign or symbol or an identifiable leadership which continuously or regularly associate in the commission of criminal activities.

CYBERBULLYING

Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

DANGEROUS DRUG

Substances as defined in Chapter 483 of the Texas Health and Safety Code, specifically a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act.

DEADLY CONDUCT

Recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

DEADLY WEAPON

A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

E-CIGARETTE

"E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes 1) a device described by the statute regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and 2) any component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

EXPLOSIVE WEAPON

Any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made or adapted for delivery or shooting an explosive weapon.

FALSE ALARM OR REPORT

Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile.

FIGHTING

Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

FIREARM (Federal law)

(1) any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm weapon; or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

FIREARM (State law)

Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

FIREARM SILENCER

Any device designed, made, or adapted to muffle the report of a firearm.

GANG

An organization, combination, or association of persons composed wholly or in part of students that (1) seeks to perpetuate itself by taking in additional members on the basis of the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

GRAFFITI

Making marks of any kind on the tangible property of another without the effective consent of the owner.

HANDGUN

Any firearm designed, made, or adapted to be fired with one hand.

HARASSMENT (as defined by Board Policy and federal law)

Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another's physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities. (See also definition of Sexual Harassment, below.)

HARASSMENT (as defined by the Penal Code)

Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee's family or household, or the employee's property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend an employee of the District; or publishes on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern.

HAZING

Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator, a peace officer, or a law enforcement agency. Consent to or acquiescence in the hazing activity does not excuse the student of responsibility for the misconduct.

HIT LIST

List of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

IMPROVISED EXPLOSIVE DEVICE

A completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components. The term does not include unassembled components that can be legally purchased and possessed without a license, permit, or other governmental approval; or an exploding target that is used for firearms practice, sold in kit form, and contains the components of a binary explosive.

INDECENT EXPOSURE

Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

INTENT

The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

INTIMATE VISUAL MATERIAL

Visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

INVASIVE VISUAL RECORDING

A person commits an offense if, without the other person's consent and with intent to invade the privacy of the other person, the person (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

KNIFE

A bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing, including a switchblade.

KNUCKLES

Any instrument consisting of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

LOCATION-RESTRICTED KNIFE

A knife with a blade over 5 ½ inches.

MACHINE GUN

Any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

MARIJUANA

The plant *Cannabis sativa* L., whether growing or not, the seeds of that plant, and every compound, manufacture, salt, derivative, mixture, or preparation of that plant or its seeds.

ON OR ABOUT HIS OR HER PERSON

Within the student's control and within arm's reach.

PARAPHERNALIA

Any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

PERSISTENT

Three or more violations of the SCC or repeated occurrences of the same violation.

POSSESSION

To have in or on (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) in any conveyance used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

POSSESSION OR PROMOTION OF LEWD VISUAL MATERIAL DEPICTING A CHILD

Possessing, accessing, or promoting, lewd visual material depicting a child, as further defined by Texas Penal Code § 43.25 and punishable as a felony.

PROHIBITED WEAPONS

A prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, machine gun, short-barrel firearm, zip gun, improvised explosive device or tire deflation device as further defined in Texas Penal Code § 46.05.

PUBLIC LEWDNESS

Those acts defined in Texas Penal Code § 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

REASONABLE BELIEF

A determination that misconduct occurred made by the administrator using all available factual and legal information, including information furnished under Article 15.27 of the Code of Criminal Procedure.

RETALIATE

Harming or threatening to harm another (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime, including posting the residence address or telephone number of the employee on a publicly accessible website with intent to threaten harm or cause harm to the employee or the employee's family or household.

SELF-DEFENSE

To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

SERIOUS MISBEHAVIOR

To engage in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercion, meaning to threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person, (4) public lewdness as defined in Texas Penal Code § 21.07, (5) indecent exposure as defined in Texas Penal Code § 21.08, (6) criminal mischief as defined in Texas Penal Code § 28.03, (7) personal hazing as defined in Texas Education Code § 37.152, or (8) harassment of a student or District employee as defined in Texas Penal Code § 42.07(a)(1).

SEX OFFENDER

A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct on the basis of sex prohibited by District policy FFH or FNC, when it is so severe, persistent, pervasive, and objectively offensive that it has the purpose or effect of effectively denying a person equal access to an educational program or activity. Conduct that meets the definitions of sexual assault, dating violence, domestic violence or stalking under federal law.

SHORT-BARREL FIREARM

A rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun if, as altered, has an overall length of less than 26 inches.

SWITCHBLADE KNIFE

Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

TELECOMMUNICATIONS DEVICE

Any type of device that (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

TERRORISTIC THREAT

Threats to commit any offense involving violence to any person or property with intent to (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

TETRAHYDROCANNABINOL (THC)

The primary psychoactive component of the cannabis plant. A THC concentration of .3% or greater is prohibited in Texas.

TIRE DEFLATION DEVICE

A device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

TITLE 5 FELONY OFFENSES

Offenses against the person that, depending on the circumstances, may include murder; capital murder; manslaughter; criminally negligent homicide; unlawful restraint; kidnapping; aggravated kidnapping; trafficking of persons; unlawful transport; assault; aggravated assault; sexual assault; aggravated sexual assault; improper relationship between educator and student; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; invasive visual recording; sexual coercion; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment by a person in a correctional facility; continuous sexual abuse of a young child or children; bestiality; voyeurism; disclosure or promotion of intimate visual material; and tampering with a consumer product.

UNDER THE INFLUENCE

When in the employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. The student need not be legally intoxicated.

USE

With respect to substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

ZIP GUN

A device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Acknowledgment Form

Fort Worth ISD 2023-2024 Student Code of Conduct

Dear Parent/Guardian:

This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign the acknowledgment form listed below and return it to Campus Behavioral Coordinator.

Please contact your student's teacher or campus administrator if you have any questions about the Code.

Student's Name: _____

Student's Campus: _____ Grade Level: _____

I have read and understand the Fort Worth ISD's Student Code of Conduct for the 2023-2024 school year. I understand that _____ (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during online or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring off-campus, including certain electronic communications and postings, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

Parent/Guardian Printed Name

Student Printed Name

Parent/Guardian Signature

Student Signature

Date

Date

ACTION AGENDA ITEM
BOARD MEETING
August 22, 2023

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOB ORDER CONTRACTING SERVICES (JOC) THE ARLINGTON HEIGHTS HIGH SCHOOL BETTERMENT RENOVATIONS PROJECT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On November 13, 2018, the Board of Education authorized entering into contract for Job Order Contracting (JOC) services. “Job Order Contracting Services for the 2017 Capital Improvement Program (Competitive Sealed Proposal [CSP] #19-004).”

The pool of remaining approved firms resulting from the original CSP were contacted and requested to provide a proposal for the Arlington Heights High School Better Renovations Project.

The District received three (3) proposals from the following firms in ranked order:

1. Big Sky – T&J JV
2. Phillips/May Corporation*
3. Reeder General Contractors

Should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) the Arlington Heights High School Betterment Renovations in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) the Arlington Heights High School Betterment Renovations in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) the Arlington Heights High School Betterment Renovations in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017	671-81-6629-J41-002-99-000-002503
	671-81-6629-C41-002-99-000-002503

COST:

Not-to-Exceed - \$3,000,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program
Arlington Heights High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

Statutory Requirements

“Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

- 1. To consult with the Board’s attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney’s duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Law. Sec. 551.071**
- 2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072**
- 3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073**
- 4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074**
- 5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076**
- 6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082**
- 7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084**

“All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.”

“This notice is posted and filed in compliance with the Open Meetings Law on August 16, 2023, at 5:45 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**