

*Board of Education  
Regular Meeting  
January 24, 2023*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on Tuesday, January 24, 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. Face masks are optional but recommended when attending this meeting. 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](mailto: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](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, January 23, 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*)
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. University Interscholastic League (UIL) State Cross Country Medalists
  - C. United Way Centennial Anniversary Resolution
  - D. Board Appreciation Month
4. LONE STAR GOVERNANCE

A. Goal 3: College, Career, and Military Readiness - Mid-Year Progress Update ( <i>P and A</i> )	
<b>5. BOARD COMMITTEE REPORT - Written Report Only (<i>OTHER</i>)</b>	<b>7</b>
<b>6. SUPERINTENDENT UPDATE REPORT - Written Report Only (<i>OTHER</i>)</b>	<b>10</b>
<b>7. PUBLIC COMMENT (<i>S and T</i>)</b>	
<b>8. DISCUSSION OF CONSENT AGENDA ITEMS (<i>S and P</i>)</b>	
<b>9. CONSENT AGENDA ITEMS (<i>S and P</i>)</b>	
(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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1. December 13, 2022 - Regular Minutes	14
2. December 16, 2022 - Special Minutes	27
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Ratification of TV Advertisement for Gold Seal Programs and Schools of Choice Campaign	31
2. Approve Ratification of Unified Communications Session Management and Long-Distance Services for the 2022 - 2023 School Year	33
3. Approve Additional Expenditures for Trash and Recycle Dumpster Services	35
4. Approve Professional Systems Software and Technology to Provide Patient Protection and Affordable Care Act Tracking and Reporting Services	37
5. Approve Purchase of Marching Band Uniforms, Mariachi Trajes and Estudiantina Garments	39
6. Approve Purchase of Adolescent Literacy Professional Development Series	58
7. Approve Purchase of Consulting Services to Support the Update of the School Performance Framework	64
8. Approve Purchase of New Help Desk Call Center Software and Implementation Services	66

9. Approve Purchase of Laptop Replacements for Intervention Specialists and IT Help Desk and Campus Support Technicians	70
10. Approve Purchase of Mobile Stands for Classrooms	75
11. Approve Purchase of Handheld Radios for School Communications	79
12. Approve Purchase of Tires	82
13. Approve Purchase of Drug and Alcohol Testing and Medical Services	84
14. Approve Flooring, Installation and Services	86
15. Approve Renewal of Enterprise Application and Hardware Support for the 2022 - 2023 School Year	88
16. Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2022 - 2023 School Year	100
17. Approve Memorandum of Understanding Between Fort Worth ISD and North Central Texas Interlink, Inc.	113
C. Approve Memorandum of Understanding with Career Exploration Publication Provider	119
D. Approve Memorandum of Understanding with the Ohio State University Community and Youth Collaborative Institute	126
E. Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment	133
F. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth and the Fort Worth Police Department for Police Citizen Interaction Training	139
G. Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2022 - 2023 Adult Education Program	150
H. Approve Affiliation Agreement Between Fort Worth Independent School District and Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience	216
I. Authorize Superintendent to Sign Letter of Support for Foreign-Trade Zone Status for TTI, Inc. for Inclusion in Subzone Expansion Application	221
J. Approve Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary	225
K. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing the Lease of Real Property and Mineral Interests	228
L. Approve Purchase of Virtual Japanese Language Instruction	232

M. Approve First Reading - Revisions to Board Policies CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL), FFAA(LOCAL), and GBAA(LOCAL)	234
N. Approve Second Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)	249
O. Approve Budget Amendment for the Period Ended December 31, 2022	256
P. Approve Amendment with Procedeo Group Joint Venture for Additional Betterment Projects in Conjunction with the 2017 Capital Improvement Program	261
Q. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Diamond-Hill Jarvis High School Cafeteria Renovation (CSP {Competitive Sealed Proposal} #23-014) in Conjunction with the 2017 Capital Improvement Program	264
R. Approve Additional Spending Authority for Furniture, Fixtures and Equipment for South Hills High School Job #003-102 in Conjunction with the 2017 Capital Improvement Program	267
S. Approve Use of 2017 Capital Improvement Program Funds to Complete the Paschal High School Turf and Track Replacement Project	269
T. Approve Closeout Contract with Cadence McShane Construction Co., LLC for Job #006-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	274
U. Approve Closeout Contract with Steele & Freeman, Inc. for Job #008-203 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	277

**10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (*OTHER*)**

**11. EXECUTIVE SESSION (*S and T*)**

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

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

- 1. Assistant General Counsel

- 2. Associate Superintendent for Curriculum and Instruction
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)
  - 1. Discussion Regarding the Proposed Resolution Authorizing Lease of Real Property and Mineral Rights Pursuant to Texas Government Code §551.072, Real Property Deliberations

**12. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER)**

**13. ACCEPT CONSENT AGENDA (S and P)**

**14. ACTION ITEMS (S and P)**

- A. Item/Items Removed from Consent Agenda
- B. Personnel
  - 1. Assistant General Counsel
  - 2. Associate Superintendent for Curriculum and Instruction

**15. ACTION AGENDA ITEMS (S and P)**

- A. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. 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
- E. Consider and Take Action to Rescind the October 25, 2022 Adoption of "Approve Purchase of Equipment and Services for Fire Alarm Replacements" and Approve New Purchase of Equipment and Services for Fire Alarm Replacements 280
- F. Approve Additional Use of 2017 Capital Improvement Program Funds for Architectural and Engineering Professional Services for the Westpark Relief Elementary in Benbrook Ventana Community 293
- G. Approve Adoption of Resolution and Order for May 6, 2023 Election 295
- H. Approve Resolution and Order for Election Services for the May 6, 2023 Fort Worth Independent School District Board of Education Election 300
- I. Approve Purchase of Zero-Trust Network Access Solution 303

J. Approve Purchase of Equipment and Installation Services for Public Address System Replacements	307
K. Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests	349
L. Approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars	362

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

**17. ADJOURN (*OTHER*)**

- (V and G)*** – Vision and Goals
- (P and A)*** – Progress and Accountability
- (S and P)*** – Systems and Processes
- (A and E)*** – Advocacy and Engagement
- (S and T)*** – Synergy and Teamwork
- (OTHER)*** – Other

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:        BOARD COMMITTEE REPORT**

**BACKGROUND:**

Fort Worth ISD’s (FWISD) Trustees serve on nine (9) committees. The members of each committee are:

Finance

CJ Evans  
Tobi Jackson  
Anael Luebanos  
Roxanne Martinez

Facilities Master Plan

Dr. Michael Ryan\*  
Tobi Jackson  
Anael Luebanos  
Camille Rodriguez

Legislative

Anne Darr  
CJ Evans  
Tobi Jackson  
Camille Rodriguez

Racial Equity

Quinton Phillips\*  
Wallace Bridges  
Roxanne Martinez

After-School Coordinating Board

Wallace Bridges  
Quinton Phillips  
Roxanne Martinez

Safety and Security

Tobi Jackson\*  
Roxanne Martinez  
Dr. Michael Ryan

Board Audit

Anael Luebanos\*  
Anne Darr  
Dr. Michael Ryan

Special Safety and Security Blue Ribbon Committee (Ad Hoc)

Roxanne Martinez  
Tobi Jackson

Policy

Wallace Bridges  
CJ Evans  
Quinton Phillips  
Dr. Michael Ryan

*\* Denotes Committee Chair*

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative, and safety and security committees recently met.



## **STRATEGIC GOALS:**

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

## **Legislative:**

The committee met via Zoom on January 4, 2023. All Trustees were present. Superintendent Ramsey, Deputy Superintendent Molinar, and Lisa Inzar from the Deputy Superintendent's office were present. The Trustees were presented with the feedback from our community to the draft of legislative priorities.

Trustees asked questions and made suggestions to the language of the last priority. The committee and staff also discussed additional input sessions with four (4) advisories the next week. The advisories are the superintendent's support staff advisory, superintendent's teacher advisory, superintendent's parent advisory, and the District Advisory Council.

## **Facilities Master Plan:**

The committee met on January 9, 2023, via Zoom. All committee members were present. Dr. Joseph Coburn, Deputy Superintendent Molinar, and Dr. Ramsey also attended as staff support.

Dr. Coburn provided an update on the 2017 closeout, including a financial overview, betterment projects, and newly approved projects for Dunbar High School, Arlington Heights High School, and high school auditoriums. He also provided Trustees an update on the 2021 bond program progress. The Trustees discussed and asked questions regarding Westpark and budget projections based on current costs of construction and inflation. He then shared updates on Eastern Hills Elementary School, Maudrie Walton Elementary School, and Worth Heights Elementary School.

Dr. Coburn reminded the Trustees of the boundary changes made in February 2020 and their final phases. The committee and staff discussed implications of the District's continued enrollment decline, timing for further conversations with full Board members, demographics, and comprehensive redesign based on a comprehensive long-range facilities plan.

## **Finance:**

The Finance Committee met on January 17, 2023. All committee members except for Trustee Anael Luebanos were present. Chief Financial Officer (CFO) Arrieta-Candelaria, Deputy Superintendent Molinar, and Dr. Ramsey attended from staff.

CFO Arrieta-Candelaria provided the committee FWISD's 2023-2024 projected student enrollment, information on the budget development calendar, a review of the Monthly Financials

through October 2022, an annual review of oil and gas revenues, a preview of upcoming Board items for business and finance, and information on the 88<sup>th</sup> Legislative Session.

The committee was provided information regarding both enrollment and Average Daily Attendance (ADA) from 2019 to today and projecting out through 2024 for planning purposes. The committee heard and was given data on fiscal year 2022 actual revenues and next year's projected budget. The committee was provided financial information through October 2022 for the general, food and debt service funds by function.

The committee was also provided with an in-depth look at oil and gas revenues for fiscal year 2022 and an update through October 2022. The committee heard and was given data on the price for oil and gas and its impact on increasing revenues for the District. The committee will also consider a resolution regarding leasing certain mineral rights at the next board meeting.

The committee asked questions and had discussions on next year's budget process. The committee was also provided with a list of upcoming items for the next Board Finance Committee Meeting.

**INFORMATION SOURCES:**

Angélica M. Ramsey  
Karen Molinar  
Joseph Coburn  
Carmen Arrieta-Candeleria

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 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. While the month of December was a short one due to the holiday, I have several updates this month to share with our Board and community.

**STRATEGIC GOALS:**

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

**District/Community Events**

Since the last Board meeting, I have continued to meet with external stakeholders, attend community events, attend a New Leaders Reception hosted by the Fort Worth Metropolitan Black Chamber of Commerce, and several school holiday events.

I continue to make weekly visits out to our schools. When on site, I visit classrooms and speak with staff and students. These visits are my absolute favorite way of spending time.

**Entry Plan Update**

As a part of my entry plan, I have begun to host stakeholder meetings with Fort Worth ISD (FWISD) staff. I have hosted meetings with our nurses, counselors, several departments, support staff and teachers at five (5) different pyramids. I want to publicly thank them for sharing their time, expertise, and input with me. By the end of March, all FWISD employees will have had the opportunity to spend an hour with me to share their thoughts that will lead to a SWOT analysis.

**Superintendent Advisories**

Since the last Board meeting, all five (5) superintendent advisories have met. As a reminder, the superintendent advisories are support staff, teacher, parent, community/business, and students. This additional avenue for two (2) way communication and input will strengthen the District and lead to a distributive leadership model.

## **Community Engagement**

Since arriving in Fort Worth, I have worked to become a part of the community. It is imperative that we not only work collaboratively with our partners in school districts, higher education, elected officials, the religious community, philanthropy, and nonprofits. but it is also important that we give back to the community. Since our last Board meeting, I have joined the non-profit board for the Boy Scouts of America – Longhorn Council.

## **INFORMATION SOURCE:**

Angélica M. Ramsey

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 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:**

Karen Molinar

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 December 13, 2022.

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 December 13, 2022, 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 Teaching and Learning Center, 1050 Bridgewood Drive, 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 December 8, 2022, at 11:30 a.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING DECEMBER 13, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 8, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on December 8 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
Second Vice President Trustee Roxanne Martinez, District 9  
School Board Secretary Carin "CJ" Evans, District 5  
Trustee Camille Rodriguez, District 1  
Trustee Wallace Bridges, District 4  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8

The following administrators were present:

Dr. Angélica Ramsey, Superintendent  
Karen Molinar, Deputy Superintendent  
Carmen Arrieta-Candelaria, Chief Financial Officer  
Marcey Sorensen, Chief Academic Officer  
Jerry Moore, Chief of Schools  
Cherie Washington, Chief of Student Support Services  
David Saenz, Chief of Innovation  
Raúl Peña, Chief Talent Officer  
Joseph Coburn, Chief of Operations  
Marlon Shears, Chief Information Officer  
Barbara Griffith, Senior Communications Officer  
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

President Jackson called the meeting to order at 5:30 p.m.



2. PLEDGES (OTHER)

Claudia Garibay, Executive Director of External and Emergency Communications, led the pledges.

3. RECOGNITIONS (OTHER)

A. Recognition of Students Performing and Greeting Prior to the Meeting

Pashcal High School JROTC cadets were recognized.

The Children Honor Choir were recognized.

B. Special Recognition - Retirement of Executive Assistant Sr. to the Board of Education Office

President Jackson gave the special recognition.

President Jackson called for a three (3) minute recess at 5:39 p.m. before moving into Lone Star Governance.

President Jackson reconvened the meeting at 5:44 p.m.

4. LONE STAR GOVERNANCE

A. Goal 3: College, Career and Military Readiness - Building Talent Strong Students (P and A)


Associate Superintendent of Accountability and Data Quality, Sara Arispe, and Chief of Innovation, David Saenz, gave the *Goal 3: College, Career and Military Readiness - Building Talent Strong Students* Lone Star Governance report.

5. REPORT/PRESENTATION (OTHER)

A. Proposed Legislative Update

Dr. Angélica Ramsey provided the Board an update on the *Fort Worth ISD Proposed Legislative Priorities*.

6. BOARD COMMITTEE REPORT - Written Report Only (OTHER)

 Board Committee Report

Dr. Ramsey explained the written report to the Board.

7. PUBLIC COMMENT (S and T)

Christi Beck  
Erma Carter  
Scott Blanco-Davis  
Deborah Ford  
Hollie Plemons  
Vernon Elisher  
Jennifer Frank  
Hailey Sinclair  
Mike Cee  
Valeria Nevarez  
Trinidad Nevarez  
Jason Pena  
Cristal Castillo  
Crista Villalobos  
Abraham Nevarez  
Stephanie Nevarez  
Huberto Nevarez  
Missie Cara  
Todd Daniels  
Kerri Rehmeyer  
Meredith Bowman  
Daniela Barrientos  
Donna Collins  
Joe Palmer  
Carlos Turcios  
Amie Super

8. DISCUSSION OF CONSENT AGENDA ITEMS (S and P).

Anael Luebanos mentioned he will abstain from voting on Consent Agenda Item 9.G. *Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for the Truelson-Hightower Leadership Learning Center Property.*

9. 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.)












A. Board of Education Meeting Minutes











1. November 8, 2022 - Regular Minutes

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More


1. Ratify Emergency Purchase of Roof Repairs at Lily B. Clayton Elementary School

 Roof Repairs

2. Approve Ratification of Payment of Teacher Incentive Allotment Designation Fee  
 Designation Fee
3. Approve Ratification of Purchase of Professional Development Services  
 Professional Development Services
4. Approve Purchase of Middle School Science Classroom Materials Kits  
 Science Classroom Materials Kits
5. Approve Purchase of Uniform for the Secondary Vocal Music Programs  
 Secondary Vocal Music Programs
6. Approve Purchase of Career and Technical Education Multi Axis Computerized Numerical Control Milling Center for Engineering and Robotics  
 Multi Axis
7. Approve Purchase of Trucks for the Operations Division  
 Purchase of Trucks
8. Approve Purchase of Azure Cloud Credits  
 Azure Cloud Credits
9. Approve Purchase of Adapters for Student Laptops  
 Adapters for Student Laptops
10. Approve Purchase of Laptop Replacements for Counseling Services  
 Counseling Services
11. Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2022 - 2023 School Year  
 T-Mobile Services
12. Approve Professional Systems Software and Technology to Continue Providing Patient Protection and Affordable Care Act Tracking and Reporting Services  
 Professional Systems Software and Technology

13. Approve Mailroom Equipment Lease
  -  Mailroom Equipment Lease
  
14. Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities
  -  Grounds Maintenance Services
  
15. Approve Character and Leadership Development Program for Student-Athletes
  -  Character and Leadership Development
  
16. Approve Implementation Services for Hardware Asset Management Module
  -  Hardware Asset Management Module
  -  Hardware Asset Quote
  
17. Approve Renewal of Service Management System
  -  Service Management System
  
18. Approve Contract with a Service Provider to Provide Mentoring Services for Students at the Leadership Academy at Forest Oak Middle School
  -  Mentoring Services
  
19. Approve Contracted Substitute Teacher Temporary Services
  -  Contracted Substitute Teacher Temporary Services
  
20. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023
  -  FWAS
  
21. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary School for the School Year 2022 - 2023
  -  FWAS Como Elementary
  
22. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023


- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Tech University

 Texas Tech - MOU


- D. Approve Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store

 Resiliency Skills Program and Grocery Store


- E. Approve Resolution to Approve Examinations for Acceleration or to Earn Credit

 Examinations for Acceleration

- F. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters

 Issuance of Bonds


- G. Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for the Truelson-Hightower Leadership Learning Center Property

 Tarrant Regional Water District


- H. Approve Budget Amendment for the Period Ended November 30, 2022

 Budget Amendment


- I. Approve Purchase of Math Software for High Impact Tutoring Services

 High Impact Tutoring Services

- J. Approve First Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)

 First Reading Board Policies

- K. Approve Second Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL), and FMF(LOCAL)

 Second Reading Board Policies<sub>20</sub>


L. Approve 2022 - 2023 Targeted Improvement Plans

 Targeted Improvement Plans

M. Approve Contract for Construction Manager-at-Risk for the 2021 Capital Improvement Program

 Construction Manager-at-Risk

N. Approve Updates to the Fort Worth Independent School District Educational Specifications for Elementary, Middle, and High Schools for the 2021 Capital Improvement Program

 Educational Specifications

10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER).

The meeting was recessed to move into Executive Session at 7:23 p.m.

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

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

1. Pending Litigation and Settlement Offer - Palazzolo v. Ft. Worth ISD (Texas Government Code §551.071(1) and (2))

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)

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER).

The meeting was reconvened at 10:39 p.m.

13. ACCEPT CONSENT AGENDA (S and P).

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve and Accept Consent Agenda with the exception of Consent Agenda Item 9.F. *Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters* which was moved to Action Items for a separate vote.

The motion was unanimously approved.

President Jackson abstained from voting on the following Consent Agenda Items:

9.B.20. *Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023.*

9.B.21. *Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary School for the School Year 2022 - 2023.*

9.B.22. *Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023.*

Anael Luebanos abstained from voting on Consent Agenda Item:

9.G. *Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for the Truelson-Hightower Leadership Learning Center Property.*

14. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

- F. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023" in an Amount Not- to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters

Motion was made by Tobi Jackson, seconded by Roxanne Martinez, to approve and Consider an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters.

The motion was approved.

Yes: Camille Rodriguez, Tobi<sup>22</sup> Jackson, Quinton Phillips, Wallace Bridges, CJ Evans, Anne Darr, Michael Ryan, and Roxanne Martinez.

No: Anael Luebanos.

B. Personnel

No action was taken.

15. ACTION AGENDA ITEMS (S and P)


A. 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 on this agenda item.

B. Consider and Take Possible Action Regarding Settlement of Palazzolo v. Ft. Worth ISD

No action was taken on this agenda item.

C. Approve Purchase of Minor Small Equipment and Plumbing Services


 Plumbing Services

The Board combined and took action on Action Agenda Item 14.C. - Action Agenda Item 14.O., with the exception of Action Agenda Item 15.N., as one Action Agenda Item.


Motion was made by Anne Darr, seconded by Michael Ryan.

The motion was unanimously approved.

D. Approve Purchase of Minor Auditorium Equipment, Repairs, Parts, and Installation Services

 Auditorium Services

E. Approve Purchase of Minor Ground Surface Services

 Ground Surface Services

F. Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services


 Playground

G. Approve Purchase of Minor Painting Projects and Power Washing Services

 Painting and Power Washing Services




H. Approve Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse

 Warehouse Services

I. Approve Purchase of Furniture, Fixtures, and Equipment (FF and E) for Westpark Relief Elementary School Job #256-131 in Conjunction with the 2021 Capital Improvement Program

 Westpark Relief


J. Approve Purchase of Laptops for Teachers and Students at High Schools

 Laptops for Teachers and Students

K. Approve Configuration Services for Elementary Student Mobile Devices

 Elementary Student Mobile Devices


L. Approve Amended Authorization for Fort Worth After-School to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year

 Amended Full Service Providers

M. Approve License Agreement with Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corporation for the 2023 Graduation Ceremonies

 Multipurpose Arena

N. Approve Resolution Concerning Implementation and Enforcement of School Safety Measures

 School Safety Measures

Motion was made by Roxanne Martinez, seconded by Quinton Phillips, to approve Resolution Concerning Implementation and Enforcement of School Safety Measures.

Before action was taken, Anne Darr made a comment.

The motion was unanimously approved.

O. Approve Budget Transfer from the Administrative Budget to Program Contingency and the Use of Interest Income Funds for the 2017 Capital Improvement Program

 Capital Improvement Program

By mutual agreement, the FNG Level III complaints referenced in Action Agenda Items 15.P. and 15.Q. were combined and one hearing was held before the Board.

P. Consider the Complaint Hearing of Hollie Plemons (Convene in Closed Session, if Necessary).

1. 10 Minutes - Presentation by Complainant and/or Representative(s)
2. 10 Minutes - Presentation by District Representative
3. Questions from Board Members

The following trustees asked questions:

Michael Ryan

Roxanne Martinez

4. Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session)

Quinton Phillips made the motion to Deny to Grievance Remedies Requested in the Level II Grievances; However, the Board Directs the Administration to Review the Tide-In of Grades, Extra Credit, or Graduation to any District administered surveys.

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve to render the following decision: To Deny to Grievance Remedies Requested in the Level II Grievances; However, the Board Directs the Administration to Review the Tide-In of Grades, Extra Credit, or Graduation to any District administered surveys..

The motion was approved.

Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

No: Michael Ryan.

Wallace Bridges was not present to vote.

Q. Consider the Complaint Hearing of Meredith Bowman (Convene in Closed Session, if Necessary)

1. 10 Minutes - Presentation by Complainant and/or Representative(s)
2. 10 Minutes - Presentation by District Representative
3. Questions from Board Members
4. Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session)

R. Consider the Level III Grievance Hearing of Joe Palmer (Convene in Closed Session, if Necessary).

1. 15 Minutes - Presentation by Complainant and/or Representative(s)
2. 15 Minutes - Presentation by District Representative
3. Questions from Board Members
4. Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session)

No motion was made; therefore, no action was taken.

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

Trustees made comments.

17. ADJOURN (OTHER).

The meeting was adjourned at 1:09 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 Special Meeting on December 16, 2022.

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 December 16, 2022, that the Board of Education of the Fort Worth Independent School District held a Special Meeting beginning at 8:30 a.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 December 12, 2022, at 4:55 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING DECEMBER 16, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 12, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on December 12, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
Second Vice President Trustee Roxanne Martinez, District 9 (Arrived at 8:38 a.m.)  
School Board Secretary Carin "CJ" Evans, District 5  
Trustee Camille Rodriguez, District 1  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8

The following administrators were present:

Angélica Ramsey, Superintendent  
Karen Molinar, Deputy Superintendent  
Cynthia Rincón, Chief of Risk Ethics, and Compliance Management

1. 8:30 AM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER)

President Jackson called the special meeting to order at 8:34 a.m.

2. CALL PUBLIC HEARINGS TO ORDER (S and T)

President Jackson called the public hearings to order at 8:34 a.m.

A. Public Hearing on the Project Redeemer Reinvestment Zone No. 001

Kevin O'Hanlon from O'Hanlon, Demerath & Castillo Attorneys and Counselors at Law gave the *Project Redeemer Reinvestment Zone No. 001* presentation.

President Jackson closed this public hearing at 8:40 a.m.

No speakers signed-up for this public hearing.

- B. Public Hearing on the Application of Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087) presentation.

Kevin O'Hanlon gave the *Application of Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087)*

President Jackson closed this public hearing at 9:37 a.m.

No speakers signed-up for this public hearing.

3. CLOSE PUBLIC HEARING (S and T)

The public hearings were closed at 9:38 a.m.

4. PUBLIC COMMENT (S and T)

No speakers.

5. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)

The special meeting was recessed to move into Executive Session at 9:38 a.m.

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation Reassignment Duties, Discipline, or Dismissal of 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 Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

7. RECONVENE IN SPECIAL MEETING - BOARD ROOM (OTHER)

The special meeting was reconvened at 9:54 a.m.

8. ACTION AGENDA ITEMS (S and P)

A. Adopt Resolution Creating Project Redeemer Reinvestment Zone No. 001

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve and Adopt Resolution Creating Project Redeemer Reinvestment Zone No. 001.

Yes: Tobi Jackson, Quinton Phillips, CJ Evans, Michael Ryan, and Roxanne Martinez.

The motion was unanimously approved.

B. Consider and Adopt Findings on the Application of Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087), for an Appraised Value Limitation on Qualified Property

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve and Consider and Adopt Findings on the Application of Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087), for an Appraised Value Limitation on Qualified Property.

Yes: Tobi Jackson, Quinton Phillips, CJ Evans, Michael Ryan, and Roxanne Martinez.

The motion was unanimously approved.

C. Consider and Approve Agreement with Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087), for an Appraised Value Limitation on Qualified Property

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve and Consider and Approve Agreement with Hanwha Q Cells Americas Holding Corporation (Comptroller Application No: 2087), for an Appraised Value Limitation on Qualified Property.

Yes: Tobi Jackson, Quinton Phillips, CJ Evans, Michael Ryan, and Roxanne Martinez.

The motion was unanimously approved.

9. ADJOURN (OTHER)

The special meeting was adjourned at 9:56 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>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE RATIFICATION OF TV ADVERTISEMENT FOR GOLD SEAL PROGRAMS AND SCHOOLS OF CHOICE CAMPAIGN**

**BACKGROUND:**

The District must work through numerous diverse channels to ensure all families are informed and aware of educational opportunities. In an effort to expand our audience, the Communications Department identified a way to reach a great number of Fort Worth residents through targeted Broadcast announcements. This strategy increased our ability to reach Fort Worth residents to share the Back to School and Gold Seal Programs and Schools of Choice District Wide campaigns.

- In July 2022, we reached out to the four (4) TV Stations we have under approved RFP #19-140/19-140-A and made purchases for a total of \$100,055 for the Back to School Campaign.
- In October 2022, we identified a unique opportunity to inform the community about the Gold Seal Campaign utilizing the same four (4) TV stations; the District made the purchases listed below for a total of \$111,983.

We are seeking ratification for the second purchase of \$111,983 (exceeding an aggregate amount of \$50,000 on some of them when added to the previous contracts); This purchase allowed support of the Gold Seal campaign to engage a targeted audience of parents, grandparents and other stakeholders in an effort to enroll children in Gold Seal Programs and Schools of Choice.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Ratification of TV Advertisement for Gold Seal Programs and Schools of Choice Campaign
2. Decline to Approve Ratification of TV Advertisement for Gold Seal Programs and Schools of Choice Campaign
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of TV Advertisement for Gold Seal Programs and Schools of Choice Campaign



**FUNDING SOURCE:**

**Additional Details**

General Fund

199-41-6499-001-750-99-104-000000

**COST:**

\$212,038

**VENDORS:**

CBS Station Groups of Texas, Inc.....	\$55,000
NBC Universal, LLC.....	\$50,065
Station Venture Operations, LLP.....	\$49,980
UVN Texas, LP-KUVN.....	\$56,993

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

***Bid/Proposal Statistics***

FWISD Bid Number: 19-140

Number of Bid/Proposals received: 21

HUB Firms: 3

Compliant Bids: 21

The above bids/proposals have 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 vendors listed above have been selected to support this purchase.

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

Fort Worth ISD schools offering Gold Seal Schools and Programs of Choice

**RATIONALE:**

Approval will allow the District to continue engaging a targeted audience of parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE RATIFICATION OF UNIFIED COMMUNICATIONS  
SESSION MANAGEMENT AND LONG-DISTANCE SERVICES FOR  
THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

This request is for Session Initiation Protocol (SIP) trunk lines that provide inbound, outbound, and long-distance telephone services to the District. The amount not-to-exceed requested reflects contingency. The service period for this expense runs from July 1, 2022, through June 30, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification of Unified Communications Session Management and Long-Distance Services for the 2022 - 2023 School Year
2. Decline to Approve Ratification of Unified Communications Session Management and Long-Distance Services for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of Unified Communications Session Management and Long-Distance Services for the 2022 - 2023 School Year

**FUNDING SOURCE:       *Additional Details***

General Fund                      199-51-6256-800-999-99-423-000000

**COST:**

Not-to-Exceed - \$254,000

**VENDOR:**

TPx Communications

**PURCHASING MECHANISM:**

**Cooperative Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Cooperative Agreement. Pricing obtained through the Educational Purchasing Cooperative of North Texas Buyboard, Contract McKinney ISD RFP #2018-551. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

**RATIONALE:**

Approval of this item will allow the District to receive telecommunications services.

**INFORMATION SOURCE:**

Marlon Shears

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE ADDITIONAL EXPENDITURES FOR TRASH AND  
RECYCLE DUMPSTER SERVICES**

**BACKGROUND:**

On May 24, 2022, the Board approved Request for Proposal (RFP) #22-125-1 for Trash and Recycle Dumpster Services for a performance period from July 1, 2022, through June 30, 2027, with the option to extend for five (5) additional years in one (1) year increments. The annual expenditure approved by the Board on May 24, 2022, was \$828,000. The need for weekly and excess trash and recycling dumpster pickups due to construction, campus moves, campus closures, and the decentralization of the administration buildings have increased. Additional funds of \$672,000 are estimated for services to be rendered through June 30, 2023, making the total amount \$1,500,000 for this first performance year of the RFP.

Operations will review the spending for this fiscal year, accounting for the additional costs unique to 2022 - 2023 school year, and bring a not-to-exceed amount for the 2024 fiscal year and beyond to the Board at a later date.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Expenditures for Trash and Recycle Dumpster Services
2. Decline to Approve Additional Expenditures for Trash and Recycle Dumpster Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Expenditures for Trash and Recycle Dumpster Services

**FUNDING SOURCE:        Additional Details**

General Fund                   199-51-6299-001-999-99-451-000000

**COST:**

\$672,000 Additional Requested, *(Not-to-Exceed a Total of \$1,500,000).*

**VENDOR:**

Waste Management of Texas, Inc.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 22-125

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.

***Purchasing Support Documents Needed:***

*Bid – Bid Summary / Evaluation*

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

All District Facilities  
District Operations

**RATIONALE:**

Trash and recycle dumpster services are critical to the operation of District schools and facilities.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE PROFESSIONAL SYSTEMS SOFTWARE AND  
TECHNOLOGY TO PROVIDE PATIENT PROTECTION AND  
AFFORDABLE CARE ACT TRACKING AND REPORTING SERVICES**

**BACKGROUND:**

On July 21, 2015, the Board approved the engagement of the Professional Systems Software and Technology (PSST) to provide Affordable Care Act (ACA) tracking and reporting services. PSST has printed and delivered coverage notices to the homes of employees and former employees since the initial approval. PSST has also developed and prepared the summary files for electronic delivery to the Internal Revenue Service (IRS) as required by the ACA. PSST has met staff's expectations during the previous engagement.

Based on the results of the Request for Proposal (RFP) #23-065, Administration requests authorization to enter into a new contract with PSST for the period from date of award to August 31, 2024, tax reporting periods 2023 (School Year 2023 - 2024) and 2024 (School Year 2024 - 2025). Fort Worth ISD may extend this agreement for an additional five (5) years in one (1) year increments, tax years 2025 through 2030.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Professional Systems Software and Technology to provide Patient Protection and Affordable Care Act Tracking and Reporting Services
2. Decline to Approve Professional Systems Software and Technology to provide Patient Protection and Affordable Care Act Tracking and Reporting Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Professional Systems Software and Technology to provide Patient Protection and Affordable Care Act Tracking and Reporting Services

**FUNDING SOURCE:**       *Additional Details*

Internal Service Fund       753-41-6299-ACA-750-99-424-000000

**COST:**

Not-to-Exceed \$62,000, *Annually*

**VENDOR:**

Professional Systems Software and Technology

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

***Bid/Proposal Statistics***

FWISD Bid Number: 23-065

Number of Bid/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:**

District - Wide

**RATIONALE:**

Purchase of these services will assist the District in complying with the Patient Protection and Affordable Care Act.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF MARCHING BAND UNIFORMS, MARIACHI TRAJES AND ESTUDIANTINA GARMENTS**

**BACKGROUND:**

In alignment with the uniform replacement/replenishment schedule, the purchase of marching band uniforms, mariachi trajes, and estudiantina garments is needed for Eastern Hills High School, South Hills High School, Benbrook High School, Trimble Tech High School, J.P. Elder Middle School, and World Languages Institute. The recommended purchase is included in the supporting document.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Marching Band Uniforms, Mariachi Trajes and Estudiantina Garments
2. Decline to Approve Purchase of Marching Band Uniforms, Mariachi Trajes and Estudiantina Garments
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Marching Band Uniforms, Mariachi Trajes and Estudiantina Garments

**FUNDING SOURCE:**

**Additional Details**

TRE	198-11-6399-058-XXX-11-150-000000.....	\$281,325
	198-11-6399-059-XXX-11-150-000000.....	\$55,700

**COST:**

\$337,025



**VENDORS:**

Fred J. Miller Uniforms, Inc.....\$281,325  
Delgado Guitars/La Tradición Music.....\$55,700

**PURCHASING MECHANISM:**

**Interlocal Agreement**

Fred J. Miller Uniforms, Inc. – *(Texas Buy Board Co-Op ID #670-22)*  
Delgado Guitars/La Tradición Music – *(Texas Buy Board Co-Op ID #619-20)*

These purchases are in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 670-22 & 619-20. Supporting documentation is attached. The recommended vendor is listed above.

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

Eastern Hills High School Marching Band  
South Hills High School Marching Band  
Benbrook High School Marching Band  
Trimble Tech High School Marching Band  
J.P. Elder Middle School Mariachi  
World Languages Institute Estudiantina

**RATIONALE:**

Replacement/replenishment of aging uniforms and additional uniforms needed for students in the marching band, mariachi, and estudiantina programs is scheduled every seven (7) to eight (8) years. The participating band, mariachi and estudiantina directors have had major input on the design, style, color, type of fabric, and all other details for each set of uniforms and/or garments. The recommended companies have provided a drawing that has been inspected, viewed, and approved by each staff member, school principal, as well as the Department of Instrumental Music. Instrumental Music recommends the purchase of marching band uniforms and accessories from the vendor Fred J. Miller and the purchase of the mariachi trajes and estudiantina garments from Delgado Guitars/La Tradición Music.

**INFORMATION SOURCE:**

Marcey Sorensen



**Fred J. Miller Inc.**  
 8765 Washington Church Rd  
 Miamisburg Ohio, 45342

**Full Order Cesario Uniform Quote**

Quote #: FJM9614  
 Buy Board / Co-Op ID

**Benbrook High School**

Attn: Marcus Bryant  
 201 Overcrest Drive  
 Benbrook TX, 76126

Item & Description	Quantity	List Price	Amount
<b>Cesario Jacket</b>	130	\$ 200.00	\$ 26,000.00
<b>Cesario DM Jacket</b>	4	\$ 200.00	\$ 800.00
<b>Cesario Gauntlet</b>	130	\$ 51.00	\$ 6,630.00
<b>Cesario DM Gauntlet</b>	4	\$ 51.00	\$ 204.00
<b>Cesario Bib Pants</b> Includes DM Bib Pants	134	\$ 73.00	\$ 9,782.00
<b>Cesario Hat Wrap</b>	130	\$ 47.00	\$ 6,110.00
<b>Cesario DM Hat Wrap</b>	4	\$ 47.00	\$ 188.00
<b>Shako</b> Includes DM Shako	134	\$ 46.00	\$ 6,164.00
<b>Plume</b> 14" Black French Upright Plume	130	\$ 19.50	\$ 2,535.00
<b>DM Plume</b> 14" Grey French Upright Plume	4	\$ 25.00	\$ 100.00
<b>Plume</b> 14" Gold French Upright Plume Includes the DM's	134	\$ 28.00	\$ 3,752.00
<b>Shako Boxes</b> Black Plastic Shako Carry Cases Includes the DM's	134	\$ 14.00	\$ 1,876.00
<b>Garment Bags - 44" Soft-Tek</b> Black with one color imprint	134	\$ 14.00	\$ 1,876.00

Item & Description	Quantity	List Price	Amount
<b>Spectra-Lite Rain Poncho</b> #3007 without muffler pocket and NO imprint. Color TBD	134	\$ 43.00	\$ 5,762.00

<b>Sub Total</b>	<b>\$ 71,779.00</b>
Adjustment	\$ 0.00
<b>Grand Total</b>	<b>\$ 71,779.00</b>

### Terms & Conditions

A 50% deposit or an official school purchase order and completed sizing charts along with confirmed prototype will be required for order to be placed on production schedule. **Delivery time** is approximately 160-180 days. Balance is to be paid in upon completion of the order. If you have any questions contact your sales rep. Thank you!



Mark Miller  
Executive Vice President  
800.444.3524 ext. 1205  
www.fjminc.com

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<https://fred-j-miller-inc.myshopify.com/pages/catalog>





**Fred J. Miller Inc.**  
 8765 Washington Church Rd  
 Miamisburg Ohio, 45342

**Full Order Cesario Uniform Quote**

Quote #: FJM9618  
 Buy Board / Co-Op ID Texas Buy Board #670-22

**Eastern Hills High School**

Attn: Derek Smilowski  
 5701 Shelton Street  
 Fort Worth TX, 76112

Item & Description	Quantity	List Price	Amount
<b>Cesario Jacket</b>	90	\$ 210.00	\$ 18,900.00
<b>Cesario Inner Shirt #2</b> Lycra inner shirt.	90	\$ 50.00	\$ 4,500.00
<b>Cesario DM Jacket</b>	4	\$ 210.00	\$ 840.00
<b>Cesario DM Inner Shirt #2</b> Lycra inner shirt	4	\$ 50.00	\$ 200.00
<b>Cesario Gauntlet</b>	90	\$ 51.00	\$ 4,590.00
<b>Cesario DM Gauntlet</b>	4	\$ 51.00	\$ 204.00
<b>Cesario Hip Cape</b> Lycra hip cape.	90	\$ 50.00	\$ 4,500.00
<b>Cesario DM Hip Cape</b> Lycra hip cape.	4	\$ 50.00	\$ 200.00
<b>Cesario Bib Pants</b>	90	\$ 73.00	\$ 6,570.00
<b>Cesario DM Bib Pant</b>	4	\$ 73.00	\$ 292.00
<b>Cesario Hat Wrap</b>	90	\$ 48.00	\$ 4,320.00
<b>Cesario DM Hat Wrap</b>	4	\$ 48.00	\$ 192.00
<b>Shako</b> Includes DM Shako	94	\$ 46.00	\$ 4,324.00
<b>Plume</b> Includes Drum Majors.	94	\$ 19.50	\$ 1,833.00
<b>Shako Boxes</b> Includes Drum Majors.	94	\$ 14.00	\$ 1,316.00

Item & Description	Quantity	List Price	Amount
<b>Garment Bags - 44" Soft-Tek</b> Black with one color imprint. Includes Drum Majors.	94	\$ 14.00	\$ 1,316.00
<b>Spectra-Lite Rain Poncho</b> #3007 without muffler pocket and NO imprint. Color TBD.	94	\$ 43.00	\$ 4,042.00

<b>Sub Total</b>	<b>\$ 58,139.00</b>
Adjustment	\$ 0.00
<b>Grand Total</b>	<b>\$ 58,139.00</b>

### Terms & Conditions

A 50% deposit or an official school purchase order and completed sizing charts along with confirmed prototype will be required for order to be placed on production schedule. **Delivery time is approximately 160-180 days.** Balance is to be paid in upon completion of the order. If you have any questions contact your sales rep. Thank you!



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**Fred J. Miller Inc.**  
 8765 Washington Church Rd  
 Miamisburg Ohio, 45342

**Full Order Cesario Uniform Quote**

Quote #: FJM9615  
 Buy Board / Co-Op ID  
 Nov 2, 2022

**South Hills High School**

Attn: Jorge Alarcon  
 6101 Mccart Avenue  
 Fort Worth TX, 76133

Item & Description	Quantity	List Price	Amount
<b>Cesario Jacket</b>	160	\$ 200.00	\$ 32,000.00
<b>Cesario DM Jacket</b>	5	\$ 200.00	\$ 1,000.00
<b>Cesario Hip Cape</b>	160	\$ 58.00	\$ 9,280.00
<b>Cesario DM Hip Cape</b>	5	\$ 58.00	\$ 290.00
<b>Cesario Gauntlet</b>	160	\$ 51.00	\$ 8,160.00
<b>Cesario DM Gauntlet</b>	5	\$ 51.00	\$ 255.00
<b>Cesario Bib Pants</b> Includes DM Bib Pants	165	\$ 73.00	\$ 12,045.00
<b>Cesario Hat Wrap</b>	160	\$ 47.00	\$ 7,520.00
<b>Cesario DM Hat Wrap</b>	5	\$ 47.00	\$ 235.00
<b>Shako</b> Includes DM Shako	165	\$ 46.00	\$ 7,590.00
<b>Plume</b> 14" Black French Upright Plume SILVER MYLAR	160	\$ 26.00	\$ 4,160.00
<b>DM Plume</b> 14" Grey French Upright Plume SILVER MYLAR	5	\$ 30.00	\$ 150.00
<b>Shako Boxes</b> Black Plastic Shako Carry Cases Includes the DM's	165	\$ 14.00	\$ 2,310.00



Item & Description	Quantity	List Price	Amount
<b>Garment Bags - 44" Soft-Tek</b> Black with one color imprint	165	\$ 14.00	\$ 2,310.00
<b>Spectra-Lite Rain Poncho</b> #3007 without muffler pocket and NO imprint. Color TBD.	165	\$ 43.00	\$ 7,095.00

<b>Sub Total</b>	<b>\$ 94,400.00</b>
Adjustment	\$ 0.00
<b>Grand Total</b>	<b>\$ 94,400.00</b>

### Terms & Conditions

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Mark Miller  
Executive Vice President  
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**Fred J. Miller Inc.**  
 8765 Washington Church Rd  
 Miamisburg Ohio, 45342

**Full Order Cesario Uniform Quote**

Quote #: FJM9616  
 Buy Board / Co-Op ID

**Trimble Tech High School**

**Attn: Jacob Belk**  
 1003 West Cannon Street  
 Fort Worth TX, 76104

Item & Description	Quantity	List Price	Amount
<b>Cesario Jacket</b> Band	90	\$ 185.00	\$ 16,650.00
<b>Cesario Gauntlet</b> Band	90	\$ 48.00	\$ 4,320.00
<b>Cesario Hat Wrap</b> Band	90	\$ 48.00	\$ 4,320.00
<b>Cesario Hip Drop</b> Band	90	\$ 48.00	\$ 4,320.00
<b>Cesario Dress Shirt</b> Band	90	\$ 70.00	\$ 6,300.00
<b>Cesario Bib Pants</b> Band & Drum Majors	94	\$ 73.00	\$ 6,862.00
<b>Shako</b> Band & Drum Majors	94	\$ 46.00	\$ 4,324.00
<b>Plume</b> 14" Black French Upright for Band and Drum Majors	94	\$ 19.50	\$ 1,833.00
<b>Hat Box</b> Black Plastic Shako Carry Case for Band and Drum Majors	94	\$ 14.00	\$ 1,316.00
<b>Garment Bags - Poly Soft</b> Black with one-color imprint for Band and Drum Majors	94	\$ 14.00	\$ 1,316.00
<b>Spectra-Lite Rain Poncho</b> #3007 without muffler pocket and NO imprint. Color TBD. For Band & Drum Majors	94	\$ 43.00	\$ 4,042.00
<b>Cesario DM Jacket</b> Drum Majors	4	\$ 185.00	\$ 740.00
<b>Cesario DM Hat Wrap</b> Drum Majors	4	50 \$ 48.00	\$ 192.00

Item & Description	Quantity	List Price	Amount
Cesario DM Hip Drop Drum Majors	4	\$ 48.00	\$ 192.00
Cesario Dress Shirt Drum Majors	4	\$ 70.00	\$ 280.00
<b>Sub Total</b>			<b>\$ 57,007.00</b>
Adjustment			\$ 0.00
<b>Grand Total</b>			<b>\$ 57,007.00</b>

**Terms & Conditions**

A 50% deposit or an official school purchase order and completed sizing charts along with confirmed prototype will be required for order to be placed on production schedule. **Delivery time is approximately 160-180 days.** Balance is to be paid in upon completion of the order. If you have any questions contact your sales rep. Thank you!



**Joe Sowders**  
**Sales Manager**  
 8765 Washington Church Rd.  
 Miamisburg, OH 45342  
 www.fjminc.com





# Delgado Guitars/La Tradición Music sent you an estimate

Estimate expires on March 10, 2023

Thank you for choosing Delgado Guitars and La Tradición Music. We look forward to this opportunity to work with you.

Show full details

## Estudiantina Uniforms BuyBoard Vender #4633 and FWISD Approved Vendor

Service date: November 2, 2022

<b>Estudiantina Uniforms</b> (\$395.00 ea.) × 20	<b>\$7,900.00</b>
<b>Shipping</b>	<b>\$850.00</b>
<b>Subtotal</b>	<b>\$8,750.00</b>
<b>Total</b>	<b>\$8,750.00</b>

**Delgado Guitars/La Tradición Music**

919 Gallatin Avenue

10

Nashville, TN 37206

admin@delgadoguitars.com

+1 (615) 227-4578

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# Delgado Guitars/La Tradición Music sent you an estimate

Estimate expires on March 31, 2023

Thank you for choosing Delgado Guitars and La Tradición Music. We look forward to this opportunity to work with you.

Show full details 

## Mariachi Traje Quote/Estimate BuyBoard Vender #4633 and FWISD Approved Vendor

Service date: November 2, 2023

<b>Mariachi 2" B/W Belts</b> (\$85.00 ea.) × 70	\$5,950.00
--	------------

<b>Moños w/embroidery</b> (\$45.00 ea.) × 70	\$3,150.00
---	------------

<b>3 Piece Trajes</b> (\$650.00 ea.) × 35 <i>Top Santiago fabric (or a similar fabric) with embroidery on shoulders, cuffs, collar, pockets, jacket seam, and pants/skirt</i>	\$22,750.00
---	-------------

<b>2 Piece Caporal suit</b> (\$425.00 ea.) × 32 <i>Pant/Skirt and Camisola combination. Top Santiago fabric (or a similar fabric) with embroidery on the shirt seam, cuffs and pants/skirts</i>	\$13,600.00
---	-------------

<b>Shipping and Handling</b>	\$1,500.00
------------------------------	------------



**Subtotal**

\$46,950.00

**Total**

**\$46,950.00**

---

**Delgado Guitars/La Tradición Music**

919 Gallatin Avenue

10

Nashville, TN 37206

admin@delgadoguitars.com

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**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF ADOLESCENT LITERACY PROFESSIONAL DEVELOPMENT SERIES**

**BACKGROUND:**

Fort Worth ISD (FWISD) offers a Structured Literacy course in middle schools to serve struggling readers and writers in grades 6 - 8. This course is designed to focus on foundational literacy skills needed to develop proficiency in reading and writing. Teachers of this course must be equipped with the knowledge of Science of Reading skills necessary to accelerate underperforming adolescent students. While kindergarten through third grade teachers and principals are required to successfully complete the House Bill 3 Texas Reading Academies course that focuses on Unapproved Timecards for Pay Period 12/31/2022 - 01/06/2023 : 1) Developing and teaching phonemic awareness; 2) Phonics; 3) Fluency; 4) Vocabulary; 5) Comprehension; and 6) Writing, there is a need for literacy leaders, middle school Structured Literacy teachers, and coaches to acquire knowledge of basic literacy skills instruction to support adolescent struggling readers as well.

FWISD proposes to contract with a vendor to provide an adolescent literacy professional development series for literacy leaders, middle school Structured Literacy teachers, and instructional coaches focused on the Science of Reading and foundation literacy skills from March 1, 2023, through August 31, 2023. Attendance of required participants will be monitored and implementation coaching will be provided in a regular and predictable cadence.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Adolescent Literacy Professional Development Series
2. Decline to Approve Purchase of Adolescent Literacy Professional Development Series
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Adolescent Literacy Professional Development Series

**FUNDING SOURCE:       *Additional Details***

General Fund                               199-13-6299-015-XXX-99-136-000000

**COST:**

\$99,840

**VENDOR:**

CORE Learning

**PURCHASING MECHANISM:**

Competitive Solicitation

RFP Number: 21-083-H

***Purchasing Support Documents Needed:***

Solicitation - Bid Summary / Evaluation

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

Teaching and Learning Literacy Leaders  
Middle School Leaders, Structured Literacy Teachers, and Instructional Coaches

**RATIONALE:**

Without a firm foundation in the basic skills of reading, middle school students will struggle to meet the rigorous expectations of the state standards. Teachers of struggling adolescent readers must be equipped with the knowledge of the Science of Reading and foundational skills, knowledge and instructional strategies needed to serve underperforming adolescent students.

The adolescent literacy professional development series provides a two (2) part workshop series aimed to support administrators, academic content-area teachers, multilingual learner teachers, special education teachers, reading specialists, and coaches for grades 6-8. Part 1 will focus on decoding instruction and fluency development for adolescents. Part 2 will focus on vocabulary, comprehension, and text structures to support adolescent learners.

**INFORMATION SOURCE:**

Marcey Sorensen

## Exhibit A

### Scope of Work #R22-074

#### Fort Worth Independent School District

Contact: Alleia Hobbs Title: Executive Director, Instructional Initiatives and  
 Mailing Address: 1050 Bridgewood Dr. School Supports  
 Fort Worth, TX 76112 Phone: 817-814-3450  
 Email Address: alleia.hobbs@fwisd.org

#### Service Description

Start Date: TBD

End Date: TBD

Item	Service/Material Name	Quantity	Price Per Item	Tax	Shipping	Total
Training Materials	Participant Resource Guide, <i>Teaching Reading Sourcebook</i> , <i>Assessing Reading: Multiple Measures</i>	180	\$181.00	NA	\$3,260.00	\$35,840.00
<b>Cohort 1: Central Office Staff</b>						
2 Consecutive Days In-person	Adolescent Literacy Solutions	2	\$8,500.00	NA	NA	\$17,000.00
<b>Cohorts 2-4: Teachers and Campus Coaches</b>						
4 Consecutive Days In-person	Adolescent Literacy Solutions	3	\$16,500.00	NA	NA	\$49,500.00
Discount	Volume					(\$2,500.00)
<b>Total Project Cost</b>						<b>\$99,840.00</b>

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE **CANNOT** guarantee delivery.

#### Adolescent Literacy Solutions

Without a firm foundation in the basic skills of reading, many middle and high schools will struggle to meet the rigorous expectations of the state standards. This series equips educators with the knowledge and skills necessary to accelerate underperforming students.

### **Day 1: Decoding Instruction for Adolescents**

The topics covered in this session include basic linguistics, basic phonics, high-frequency words, and multisyllabic word instruction.

#### **Participant Outcomes**

- Understand the concept of phonemic awareness as the underpinning of learning to decode.
- Learn specific ways to teach phonics and why phonics instruction is vital for struggling readers.
- Learn strategies for teaching high-frequency words.
- Practice ways to teach students to recognize multisyllabic words.

### **Day 2: Fluency Development**

This session focuses on instructional methods, based on the science of reading, for teaching students to become fluent readers and spotlights the relationship between fluency and comprehension.

Highlights include specific techniques to increase time on text and promote rereading: readers theatre, active learning, and repeat reading.

#### **Participant Outcomes**

- Understand the concept of fluency and its importance to reading achievement.
- Learn methods and tools for fluency assessment.
- Learn strategies for building reading fluency.

### **Day 3: Adolescent Vocabulary**

Participants learn and practice evidence-based methods to directly teach important content vocabulary, teach students to figure out unknown words using contextual analysis and morphemic analysis skills, and engage in fun and stimulating activities that foster “word consciousness.” Participants will receive more than 30 sample lesson models with easy application to classroom text in any academic content area.

#### **Participant Outcomes**

- Know the current research on vocabulary development.
- Know effective techniques for teaching specific words.
- Know effective strategies for teaching students to figure out unfamiliar words while reading.
- Have a repertoire of active strategies for promoting “word consciousness.”
- Be prepared to apply the techniques and strategies to classroom text.
- Leave with lessons developed to connect to existing materials.

### **Day 4: Comprehension Strategies and Text Structures**

Participants learn about current, validated research in comprehension instruction, and receive an overview of the factors known to positively impact comprehension. Participants receive in-depth

instruction in selected instructional techniques that have broad application in both narrative and informational text at all grade levels, including content classes.

These techniques encompass the following:

- Teacher interaction with students with an emphasis on question techniques
- Instruction in recognizing informational text structures
- Specific strategies for helping students understand Internet sources
- Identifying the main idea, summarizing, and making inferences

### Participant Outcomes

- Understand seminal research on text comprehension.
- Apply a set of strategies to your own text.
- Understand different text structures and their signal words.
- Understand ways to improve instruction in content-area texts.

### Invoicing

CORE's total fee for the work to be performed under this SOW will be \$99,840. The fees and expenses for this SOW will be invoiced on a monthly basis. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information:

All payments will be sent to CORE's principal address or by electronic transfer to:

#### Mailing a check:

Consortium on Reaching Excellence in Education, Inc.  
548 Market St - PMB 42817, San Francisco CA 94104  
Tax ID: 94-3264308


**Note:** For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

**CONSORTIUM ON REACHING EXCELLENCE  
 IN EDUCATION, INC.**

**CLIENT**

<b>Signature:</b> 	<b>Signature:</b>
<b>Name:</b> Robert Sheffield	<b>Name:</b>
<b>Title:</b> President	<b>Title:</b>
<b>Date:</b> 11/17/2022	<b>Date:</b>
<b>Tax ID:</b> 94-3264308	<b>Tax ID:</b>



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF CONSULTING SERVICES TO SUPPORT  
THE UPDATE OF THE SCHOOL PERFORMANCE FRAMEWORK**

**BACKGROUND:**

Fort Worth ISD launched a School Performance Framework (SPF) during the 2019 - 2020 school year. The SPF was relaunched in October 2022 as an internal tool designed to take a holistic view of school performance to support system management and continuous improvement. This tool supports District decision making on the targeted supports or strategic empowerments that are provided to schools.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Consulting Services to Support the Update of the School Performance Framework
2. Decline to Approve Purchase of Consulting Services to Support the Update of the School Performance Framework
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Consulting Services to Support the Update of the School Performance Framework

**FUNDING SOURCE:       *Additional Details***

ESSER Fund                               282-21-6299-001-999-24-950-000417-22F32

**COST:**

\$72,000

**VENDOR:**

MarGrady LLC

**PURCHASING MECHANISM:**

*Bid/Proposal Statistics*

FWISD Bid Number: 21-083-D

Number of Bid/Proposals received: 44

HUB Firms: 5

Compliant Bids: 44

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:**

Office of Innovation

**RATIONALE:**

The Assessment and Data Quality Team will run the 2023 version of the SPF. The research firm that supported the relaunch of the 2022 version of the SPF will provide technical assistance to our internal data team. This will allow us to build the capacity needed to run the SPF metrics internally in future years.

**INFORMATION SOURCE:**

David Saenz

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:        **APPROVE PURCHASE OF NEW HELP DESK CALL CENTER SOFTWARE AND IMPLEMENTATION SERVICES****

**BACKGROUND:**

The District IT Help Desk call center software has aged and does not provide modern customer service support features such as call-back and wait-time alerts. The new system will allow customers to receive call backs instead of holding online and provide the ability to create an agentless ticket using speech to text. A modern system is needed to address the current high demands of the IT Help Desk.

Contingency was added to this board item to ensure continuous service for autonomous help desk features if the District exceeds the allocated time. Given a new service, there is no baseline to estimated expected cost to within a fixed amount.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of New Help Desk Call Center Software and Implementation Services
2. Decline to Approve Purchase of New Help Desk Call Center Software and Implementation Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of New Help Desk Call Center Software and Implementation Services

**FUNDING SOURCE:        *Additional Details***

General Fund                               199-53-6399-001-999-99-806-000000

**COST:**

Not-to-Exceed - \$80,000 – *(Includes project contingency.)*

**VENDOR:**

Carahsoft Inc.

**PURCHASING MECHANISM:**

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

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 obtained through the Omina Partners - Region 4, Contract R191902. Supporting documentation is attached. The recommended vendor is listed above.

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

All Schools and Admin Support Offices

**RATIONALE:**

The implementation of modern-day call-center will provide more opportunities for end users to skip waiting online and leverage features such as speech to text to create tickets for assistance, or automated self-service to resolve technical issues.

**INFORMATION SOURCE:**

Marlon Shears

# GOVERNMENT - PRICE QUOTATION



## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

**TO:** Marlon Shears  
 Chief Information Technology Officer  
 Fort Worth Independent School District  
 100 N University Dr  
 Ste 130  
 Fort Worth, TX 76107 USA

**FROM:** Ryan McCartney  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** marlon.shears@fwisd.org

**EMAIL:** Ryan.McCartney@carahsoft.com

**PHONE:** (818) 807-0906

**PHONE:** (571) 662-4437

**FAX:**

**TERMS:** OMNIA EDU contract: R191902  
 Term: April 30, 2025  
 FTIN:52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

**QUOTE NO:** 36453613  
**QUOTE DATE:** 12/16/2022  
**QUOTE EXPIRES:** 01/30/2023  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$69,961.44

**TOTAL QUOTE:** \$69,961.44

# GOVERNMENT - PRICE QUOTATION



## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
10	3CLE-TELCO-I-756	TFN or DID USA Inbound (USA) Carrier/Telco Minutes Charges 216,000 minutes \$0.018 X 216,000 = \$3,888 3CLogic - 3CLE-TELCO-I	\$0.49	COOP	7776	\$3,810.24
11	3CLE-DID-TEL-1-756	DID/TFN One-time Cost Local and Toll Free DIDs 3CLogic - 3CLE-DID-TEL-1	\$9.94	COOP	7.24	\$71.97
12	3CLE-TELCO-O-756	TFN or DID USA Outbound (USA) SMS DIDs \$20/month X 12 months = \$240/Yr 240 X 3DID's = \$720 3CLogic - 3CLE-TELCO-O	\$0.49	COOP	1440	\$705.60
13	3CLE-VTU-756	Voicemail Transcription (Usage) 2400 Voicemails 3CLogic - 3CLE-VTU	\$0.49	COOP	144	\$70.56
<b>ANNUAL TELCO/SMS CHARGES SUBTOTAL:</b>						<b>\$4,708.35</b>
<b>ONE TIME CHARGES/PROFESSIONAL CHARGES</b>						
14	3CLE-002-756	3CLogic - Cisco/Avaya integration (Hybrid)** ServiceNow CTI Enablement* 3CLogic - 3CLE-002	\$9,816.67	COOP	1	\$9,816.67
15	3CLE-VTS-756	Voicemail Transcription Setup 3CLogic - 3CLE-VTS	\$1,492.50	COOP	1	\$1,492.50
16	3CLE-SA-SVS-756	Speech Analytics Implementation 3CLogic - 3CLE-SA-SVS	\$2,487.50	COOP	1	\$2,487.50
17	3CLE-TELCO-O-756	TFN or DID USA Outbound (USA) SMS DIDs \$120 X 3 DID's = \$360 3CLogic - 3CLE-TELCO-O	\$0.49	COOP	720	\$352.80
18	3CLE-003-756	3CLogic IVR Configuration (Hourly Rate) Setup/Configuration/Supervisor & Agent Training* 3CLogic - 3CLE-003	\$162.75	COOP	10	\$1,627.50
19	3CLE-003-756	3CLogic IVR Configuration (Hourly Rate) IVR Design, Testing, and Implementation* 3CLogic - 3CLE-003	\$194.02	COOP	64	\$12,417.28
20	3CLE-004-756	3CLogic Custom Development (Hourly Rate) Custom Development & Configuration* 3CLogic - 3CLE-004	\$194.02	COOP	20	\$3,880.40
<b>ONE TIME CHARGES/PROFESSIONAL CHARGES SUBTOTAL:</b>						<b>\$32,074.65</b>
<b>SUBTOTAL:</b>						<b>\$69,961.44</b>
<b>TOTAL PRICE:</b>						<b>\$69,961.44</b>
<b>TOTAL QUOTE:</b>						<b>\$69,961.44</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF LAPTOP REPLACEMENTS FOR  
INTERVENTION SPECIALIST AND IT HELP DESK AND CAMPUS  
SUPPORT TECHNICIANS**

**BACKGROUND:**

The Intervention Specialists (IS) and Case Managers (CM) within Intervention Services work throughout the District to assist with planning and implementing interventions for students based on individualized academic, behavioral, and attendance needs. To support the mobility of their work, IS/CM have increasingly relied on portable technology to provide accurate documentation, communicate with stakeholders, and coordinate resources at the campus level. Of note, many staff within the Department do not have laptops. The devices that have been provided (i.e., desktops and laptops) have significantly aged and would benefit from being replaced.

The IT Help Desk and Campus Support Technicians support the daily troubleshooting needs of students, teachers, and District administrative staff. Most technicians have aged devices that hinder their ability to provide services to stakeholders.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Laptops for Intervention Specialist and IT Help Desk and Campus Support Technicians
2. Decline to Approve Purchase of Laptops for Intervention Specialist and IT Help Desk and Campus Support Technicians
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Laptops for Intervention Specialist and IT Help Desk and Campus Support Technicians

**FUNDING SOURCE:        *Additional Details***

General Fund	199-31-6396-001-999-99-205-000000.....	\$10,000
	199-53-6396-001-999-99-423-000000.....	\$102,572

**COST:**

\$112,572

**VENDOR:**

Apple Inc.

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

DIR-TSO-3789

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

All Schools and Administrative Support Offices

**RATIONALE:**

Staff within Intervention Services collaborate with parents, school staff, and others to reduce barriers to learning, equip students with personal and social skills, and intervene during crises. The purchase of new laptops will enable staff to meet, unconstrained by location, and collaborate with school staff to ensure the continued provision of high-quality services. It will also allow staff to take full advantage of virtual student support platforms currently being utilized within the District.

IT Help Desk and Campus Support technicians either have no laptop or aged equipment. The technicians support the daily technical needs of students, teachers, and District administrators.

**INFORMATION SOURCES:**

Cherie Washington  
Marlon Shears



# Apple Inc. Education Price Quote

<b>Customer:</b>	ACCTS PAYABLE DEPT/STE NW 140-E <b>Apple Inc:</b> FT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE DEPT/STE NW 140-E Phone: 817-814-3002 email: marlon.shears@fwisd.org	Minesh Patel One Apple Park Way Cupertino, CA 95014 Phone: +1-214-2584401 email: mp3@apple.com
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**Apple Quote:** 2211708748

**Quote Date:** Tuesday, January 10, 2023

**Quote Valid Until:** Friday, February 17, 2023

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

Please reference State of TX DIR-TSO-3789 on your order

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<p><b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Space Gray (Packaged in a 5-pack)</b> Part Number: MGNG3LL/A <b>Configuration:</b></p> <ul style="list-style-type: none"> <li>• 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine</li> <li>• 065-C99M 8GB unified memory</li> <li>• 065-C99Q 256GB SSD storage</li> <li>• 065-C9CK Touch ID</li> <li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li> <li>• 065-C9CH Force Touch trackpad</li> <li>• 065-C9CL Retina display with True Tone</li> <li>• 065-C171 None</li> <li>• 065-C172 None</li> <li>• 065-C9DG Backlit Magic Keyboard – US English</li> <li>• 065-C9DN Accessory Kit</li> </ul>	125	\$879.00	\$109,875.00
2	<p><b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Space Gray</b> Part Number: MGN63LL/A <b>Configuration:</b></p> <ul style="list-style-type: none"> <li>• 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine</li> <li>• 065-C99M 8GB unified memory</li> <li>• 065-C99Q 256GB SSD storage</li> <li>• 065-C9CK Touch ID</li> <li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li> <li>• 065-C9CH Force Touch trackpad</li> <li>• 065-C9CL Retina display with True Tone</li> <li>• 065-C171 None</li> <li>• 065-C172 None</li> <li>• 065-C9DG Backlit Magic Keyboard with Touch ID –</li> </ul>	3	\$899.00	\$2,697.00

- US English
- 065-C9DK Accessory Kit

<b>Edu List Price Total</b>	<b>\$112,572.00</b>
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
<b>Extended Total Price*</b>	<b>\$112,572.00</b>

\*In most cases Extended Total Price does not include Sales Tax  
 \*If applicable, eWaste/Recycling Fees are included.  
 Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211708748. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT [contracts@apple.com](mailto:contracts@apple.com).
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, February 17, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000008633298  
<https://ecommerce.apple.com>

Fax:



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE PURCHASE OF MOBILE STANDS FOR CLASSROOMS**

**BACKGROUND:**

Mobile stands are needed for 53 classrooms to complete the installation of interactive flat panels at two (2) elementary schools. The mobile stands are available for immediate purchase and delivery and will facilitate timely completion of the classroom audio-visual refresh at George Clarke Elementary and Charles Nash Elementary.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Mobile Stands for Classrooms
2. Decline to Approve Purchase of Mobile Stands for Classrooms
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Mobile Stands for Classrooms

**FUNDING SOURCE:**        **Additional Details**

General Fund                      199-11-6398-800-XXX-11-423-000000

**COST:**

\$55,821.72

**VENDOR:**

GTS Technology Solutions

**PURCHASING MECHANISMS:**

**Interlocal Agreement**  
**Competitive Solicitation**

*Purchasing Support Documents Needed:*

*Interlocal (IL) - Price Quote and IL Contract Summary Required*  
*DIR-CPO-5057*  
*RFP #022-69*

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

George Clarke Elementary  
Charles Nash Elementary

**RATIONALE:**

This purchase will support the interactive flat panel implementation at George Clarke Elementary and Charles Nash Elementary.

**INFORMATION SOURCE:**

Marlon Shears



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0093364  
**Date:** 11/1/2022  
**Delivery Date:**  
**Expire Date:** 2/17/2023  
**Customer ID:** TXFWISD21000  
**Sales Contact:** Brandon Santos

QUOTE FOR:	SHIP TO:
Fort Worth Independent School District	George Clarke Elementary

CUSTOMER P.O. NO.	TERMS	SALES REP
115 George Clarke Elementary	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	BEBC-1: Ben-Q :E-Box mobile Stand with wheel (fast travel) VESA 600x400.	DIR-CPO-5057	28.00	EACH	\$1,053.24	\$29,490.72

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$29,490.72
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$29,490.72



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0093365  
**Date:** 11/1/2022  
**Delivery Date:**  
**Expire Date:** 2/17/2023  
**Customer ID:** TXFWISD21000  
**Sales Contact:** Brandon Santos

QUOTE FOR:		SHIP TO:				
Fort Worth Independent School District		Charles Nash Elementary School				
CUSTOMER P.O. NO.	TERMS	SALES REP				
Charles Nash Elementary School	Net 30 Days	Jeff Dawson				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	BEBC-1: Ben-Q :E-Box mobile Stand with wheel (fast travel) VESA 600x400.	DIR-CPO-5057	25.00	EACH	\$1,053.24	\$26,331.00

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$26,331.00
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$26,331.00

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF HANDHELD RADIOS FOR SCHOOL COMMUNICATIONS**

**BACKGROUND:**

Schools in the Fort Worth ISD rely on handheld radios to provide immediate communication and to ensure the continued safety and security of the District’s schools. Our campuses need enough handheld (portable) radios to ensure all administrators, campus monitors, lead teachers, custodians, school resource officers, and other personnel as determined by the principal can rapidly communicate throughout each school. This purchase of radios will ensure our schools have the most reliable communications. The older analog radio models still in use have reached the end of their life cycle. Batteries and parts for the older model D-100 radios are not available and are being phased out as new digital capable radios are purchased. The radios purchased in this batch will work with the existing upgraded communications system.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Handheld Radios for School Communications
2. Decline to Approve Purchase of Handheld Radios for School Communications
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Handheld Radios for School Communications

**FUNDING SOURCE:       *Additional Details***

TRE                               198-52-6396-001-999-99-390-000000

**COST:**

Not-to-Exceed - \$100,800



**VENDOR:**

Communication Sales & Services Inc.

**PURCHASING MECHANISM:**

**Competitive Solicitation**

*Bid/Proposal Statistics*

FWSD Bid Number: 20-021

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. The vendor listed above has been selected to support this purchase.

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

Safety and Security Department  
All District Schools

**RATIONALE:**

Purchase of the new safety equipment will improve routine daily and emergency communications.

**INFORMATION SOURCE:**

Karen Molinar

Communications Sales and Service

905 Palo Pinto St  
Weatherford, TX 76086

# Estimate

Date	Estimate #
1/9/2023	mb102623

<b>Name / Address</b>
Fort Worth ISD 100 N. University, Suite 140-E Fort Worth, Tx 76107-1360

			Project
Description	Qty	Cost	Total
D800 16 Channel UHF Digital Portable Radio	700	144.00	100,800.00
<b>Total</b>			<b>\$100,800.00</b>

Customer Signature \_\_\_\_\_

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:**        **APPROVE PURCHASE OF TIRES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through purchasing cooperatives, to primarily purchase new and recapped tires for school buses. The Department is requesting a not-to-exceed amount of \$150,000, based on previous annual expenditures and upcoming planned projects.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Tires
2. Decline to Approve Purchase of Tires
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Tires

**FUNDING SOURCE:**

***Additional Details***

Various Funds

Operations Budgets as Determined

**COST:**

Not-to-Exceed - \$150,000

**VENDOR:**

Goolsbee Tire Service

**PURCHASING MECHANISM:**

**Cooperative Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing obtained through the Interlocal Purchasing System, Contract #200208 and #200403. Supporting documentation is attached. The recommended vendor is listed above.

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

Transportation  
Fleet Services  
District Operations

**RATIONALE:**

The purchase of tires is necessary to maintain safe District vehicles.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF DRUG AND ALCOHOL TESTING AND MEDICAL SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through a purchasing cooperative, to purchase drug and alcohol testing and medical services as needed across the District. Drug and alcohol testing are primarily used when onboarding a bus driver and for random testing of bus drivers and bus attendants. These services meet the requirements of the Texas Department of Transportation. This testing may also be performed after an accident on any District employee. Medical services, primarily physicals, are performed for employees in safety sensitive positions, such as those in transportation, maintenance and warehousing. The Operations Department is requesting a not-to-exceed amount of \$80,000, based on previous annual expenditures.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Drug and Alcohol Testing and Medical Services
2. Decline to Approve Purchase of Drug and Alcohol Testing and Medical Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Drug and Alcohol Testing and Medical Services

**FUNDING SOURCE:        Additional Details**

General Fund                      Various Operations Budgets as Determined

**COST:**

Not-to-Exceed - \$80,000

**VENDOR:**

Pinnacle Medical Management Corporation

**PURCHASING MECHANISM:**

**Competitive Solicitation**

*Bid/Proposal Statistics*

FWISD Bid Number: 21-030

Number of Bid/Proposals received: 7

HUB Firms: 3

Compliant Bids: 7

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:**

District Operations

**RATIONALE:**

Providing these services complies with the Department of Transportation and ensures that employees in other safety sensitive positions are compliant with District protocols.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE FLOORING, INSTALLATION AND SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through purchasing cooperatives, to primarily refinish gym floors, but also to purchase flooring, installation as needed across the District. The Department is requesting a not-to-exceed amount of \$325,000, based on previous annual expenditures and upcoming planned projects.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Flooring, Installation and Services
2. Decline to Approve Flooring, Installation and Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Flooring, Installation and Services

**FUNDING SOURCE:       *Additional Details***

Various Funds                      Operations Budgets as Determined

**COST:**

Not-to-Exceed - \$325,000

**VENDOR:**

Ponder Company, Inc.

**PURCHASING MECHANISM:**

**Cooperative Agreement**

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 obtained through the Buyboard, Contract 641-21 and 642-21. Supporting documentation is attached. The recommended vendor is listed above.

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

All Campuses  
District Operations

**RATIONALE:**

Addressing facility flooring needs throughout the District is necessary to maintain safe learning environments.

**INFORMATION SOURCE:**

Joseph Coburn



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:        **APPROVE RENEWAL OF ENTERPRISE APPLICATION AND  
HARDWARE SUPPORT FOR THE 2022 – 2023 SCHOOL YEAR****

**BACKGROUND:**

The renewal of this support agreement will provide the District with continued premier support services that include but are not limited to the following: 1. Designated Customer Success Account Manager, 2. Technical Support: 24x7 Reactive/Proactive, 3. Training, 4. Event Management, 5. Application Support, and 6. Advisory Services that support District academic and business processes.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Enterprise Application and Hardware Support for the 2022 – 2023 School Year
2. Decline to Approve Renewal of Enterprise Application and Hardware Support for the 2022 – 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Enterprise Application and Hardware Support for the 2022 – 2023 School Year

**FUNDING SOURCE:        Additional Details**

General Fund                               199-53-6399-814-999-99-427-000000

**COST:**

*Year 1* - \$46,101  
*Year 2* - \$98,967  
*Year 3* - \$131,718

***Total*** - \$276,786

**VENDOR:**

Microsoft Corporation

**PURCHASING MECHANISM:**

**Cooperative Agreement**

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 obtained through the Department of Information Resources, Contract DIR-CPO-4911. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

**RATIONALE:**

Approval of Enterprise Application and Hardware Support will ensure a prioritized level of support service utilized by the Division of Technology staff when an expert resource is required to solve an issue.

**INFORMATION SOURCE:**


Marlon Shears

# TX DIR-CPO-4911 Appendix G Microsoft Enterprise Services Work Order

Work Order Number **UED12210-407149-509692**  
 (Microsoft Affiliate to complete)

This Work Order consists of the terms and conditions below, and the provisions of the **Microsoft Master Services Agreement** reference **U9038431**, which incorporates **TX DIR-CPO-4911**, effective as of **11/15/2021** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Fort Worth Independent School District</b>	Name <b>Microsoft Corporation</b>
Signature	Signature  <small>John James (Dec 1, 2022 11:22 EST)</small>
Name of person signing (please print)	Name of person signing (please print) John James
Title of person signing (please print)	Title of person signing (please print) Sales Support Executive
Signature date	Signature date (effective date) Dec 1, 2022

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Does Customer issue or require a Customer purchase order for the payment of Microsoft Services? [  ] **Yes** or [  ] **No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer		Contact Name (Receives invoices under this Work Order)
Street Address		Contact E-Mail Address
City	State/Province	Phone
Country	Postal Code	Fax

## 1. Support Services and Fees.

### 1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on **11/10/2022** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire **thirty-six (36) months** following the Support Commencement Date **11/9/2025** (the "Support Expiration Date"). This Work Order may be amended, and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

## 1.2. Description of the Services.

Please refer to the current Unified Support Services Description (“USSD”) which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

### Services by Support Location

Y1-Unified Enterprise Support-FORT WORTH ISD- 2022-23 USA - EDU - West 11/10/2022 - 11/9/2023		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Y1-Unified Proactive Svcs Enterprise-Add on-2022-23 USA - EDU - West 11/10/2022 - 11/9/2023		
Quantity	Service	Service Type
153 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Y2-Unified Enterprise Support-FORT WORTH ISD-2023-24 USA - EDU - West 11/10/2023 - 11/9/2024		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support

Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Y2-Unified Proactive Svcs Enterprise-Add on-2023-24 USA - EDU - West 11/10/2023 - 11/9/2024		
Quantity	Service	Service Type
153 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

Y3-Unified Enterprise Support-FORT WORTH ISD-2024-25 USA - EDU - West 11/10/2024 - 11/9/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Y3-Unified Proactive Svcs Enterprise-2024-25 USA - EDU - West 11/10/2024 - 11/9/2025		
Quantity	Service	Service Type
153 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

### 1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Services Summary***	Year 1	Year 2	Year 3	Total
	2022-2023	2023-2024	2024-2025	
Appraised Product Spend	\$ 1,422,056.00	\$1,422,056.00	\$ 1,422,056.00	\$ 4,266,168.00
Enterprise Microsoft Unified Support Service fees	\$ 131,672.00	\$ 131,672.00	\$ 131,672.39	\$ 395,016.39
One Time Microsoft Investment	(\$85,616.00)	(\$32,750.00)	(\$0.00)	(\$118,366.00)
<b>Subtotal: Unified Support</b>	<b>\$46,056.00</b>	<b>\$98,922.00</b>	<b>\$131,672.39</b>	<b>\$276,650.39</b>
Enterprise Add-on	\$26,379.39	\$26,379.39	\$26,380	\$79,138.78
Microsoft Flex Allowance	(\$26,334.39)	(\$26,334.39)	(\$26,334.39)	(\$79,003.17)
<b>Subtotal: Unified Add-on</b>	<b>\$45.00</b>	<b>\$45.00</b>	<b>\$45.61</b>	<b>\$135.61</b>
<b>Total Fees (excluding taxes)</b>	<b>\$46,101.00</b>	<b>\$ 98,967.00</b>	<b>\$131,718.00</b>	<b>\$276,786.00</b>

\*The Microsoft Support Services fees described above are based on a tiered rate structure along with the total amount paid to Microsoft each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as

identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Support Services fees for the **3 Years** Support Term.

**'Customer's Appraised Product Spend' for the next term will be provided to Fort Worth ISD 60-days ahead of time.** If Customer's Actual Product Spend increases by more than five percent (**5%**) above the Appraised Product Spend shown for that year in the table above, Microsoft will recalculate the associated Unified Support Services fees. The recalculated Services fees will be based on the Actual Product Spend and the Unified Support rates listed below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Unified Support Services Fees sub-total from the table above. Customer agrees to pay Microsoft such additional amounts within **30 calendar days** of the date of Microsoft's invoice.

Microsoft Unified Support – Enterprise Support package	Server	User	Azure
<b>Year 2 (2023-24 Support Term) Rate %</b>	7.50%	6.00%	7.50%
<b>Year 3 (2024-25 Support Term) Rate %</b>	9.00%	7.20%	9.00%

Billing Schedule	Billing Date	Fee USD
Y1	11/10/2022	46,101.00
Y2	11/10/2023	98,967.00
Y3	11/10/2024	131,718.00
<b>Total Fees (excluding taxes)</b>		<b>276,786.00</b>

**Customer may opt to not exercise its option to renew this agreement for an additional term at the end of the then current term by providing a thirty (30) day written notice to Microsoft.**

### **Support for Microsoft Products**

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.



#### 1.4. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator		
Street Address		Contact E-Mail Address
City	State/Province	Phone
Country	Postal Code	Fax

## 2. Use, ownership, restrictions and rights.

### 2.1. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

### 2.2. Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and

Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

### **2.3. Pre-existing Work.**

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

### **2.4. Services Deliverables.**

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

### **2.5. Non-Microsoft software and technology.**

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

### **2.6. Affiliates' rights**

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

### **2.7. Restrictions on use.**

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at

different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

## 2.8. Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

## 3. Microsoft Professional Services Data Protection Addendum and Confidentiality.

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at <https://aka.ms/eswodpa> are incorporated herein by this reference.

For liability arising out of either party’s confidentiality obligations relating to Professional Services Data provided under this Work Order, each party’s maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

## 4. Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
John James	
Phone	Contact E-Mail Address
	jojames@microsoft.com

## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
FWISD LIVE DATA	OPEN	04153622ZZE2210
FORT WORTH INDEPENDENT SCHOOL DISTRICT	Campus 3	65868854
FORT WORTH ISD	OPEN	99716052ZZE2002
FORT WORTH ISD	OPEN	99773351ZZE2003

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY FOR JUVENILE TEACHING SERVICES FOR THE 2022 - 2023 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, four (4) 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 teacher and administrator expenses in an amount not to exceed \$553,777 for the 2022 - 2023 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 to that extent.

**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 2022 - 2023 School Year
2. Decline to Approve Contract Between Fort Worth Independent School District and Tarrant County for Juvenile Teaching Services for the 2022 - 2023 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 2022 - 2023 School Year

**FUNDING SOURCE:**      *Additional Details*

Special Revenue                      499-XX-6119-001-040-24-776-000000-23376

**COST:**

\$553,777

**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  
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:**

Cherie Washington



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

JUVENILE SERVICES CONTRACT  
FOR TEACHING SERVICES  
WITH FORT WORTH ISD

### BACKGROUND

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located in Fort Worth, Tarrant County, Texas, hereinafter referred to as ("PROVIDER"), for the provision of carrying out requirements of Chapter 37, 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 Four (4) 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: 682-683-5022, 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, 2022 and concludes on August 31, 2023. 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 evaluation 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, 4 certified teachers, 1 certified special education teacher, and daily coverage for up to 215 school days.
  - 3.3.2 Provide 4 core academic subjects, Computer Lab, and GED quality curriculums and instruction.
  - 3.3.3 Coordinate, organize and administer state mandated testing, including 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 \$553,777 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;
  - 11.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 11.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;
  - 11.1.4 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;

- 11.1.5 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 that has direct contact with juveniles was the alleged or designated perpetrator;
  - 11.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 11.1.7 The identify of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants 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, 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, and may result in the refund of compensation received under this Contract.

## 16 LIQUIDATED DAMAGES

- 16.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is

unknown and/or indeterminate at the execution of this Contract.

- 16.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## 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, including but not limited to the obligation to pay, upon giving notice to the PROVIDER. County shall be responsible for payment of all expenses up to the date notice is provided and Provider will be given two-week period of time to replace or correct the safety issue.
- 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 B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### PROVIDER

Dr. Angelica Ramsey  
Superintendent, Fort Worth ISD  
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 INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER

AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## 22 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.

## 23 REPRESENTATION AND WARRANTIES

23.1 PROVIDER hereby represents and warrants the following:

23.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

23.1.2 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;

23.1.3 That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

23.1.4 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 TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

23.1.5 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 TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

## 24 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.

## 25 VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## 26 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

26.1 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 TJJD, 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.

26.2 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**)

- 26.3 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**)
- 26.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.
- 26.5 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.
- 26.6 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.
- 26.7 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, 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.
- 26.8 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.
- 26.9 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.

## 27 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.

## 28 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.

**29 AMENDMENTS**

- 29.1 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.
- 29.2 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.

**30 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 \_\_\_\_\_, 2022, 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: \_\_\_\_\_ 11/8/2022  
NAME: Dr. Angélica M. Ramsey 12/7/2022  
TITLE/ENTITY: Superintendent, Fort Worth ISD 11.09.2022  
ADDRESS: 100 N. University Dr., Suite 150  
Fort Worth, TX 76107  
PHONE: 817-814-1900 FAX: \_\_\_\_\_

 11.09.2022  
\_\_\_\_\_  
FWISD Office of Legal Services

\_\_\_\_\_  
FWISD Board President

**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 \_\_\_\_\_.

SIGNATURE: \_\_\_\_\_  
NAME: Robb Catalano, Criminal District Court No 3  
TITLE/ENTITY: Juvenile Board Chair  
ADDRESS: 401 W. Belknap, 7<sup>th</sup> Floor Criminal Justice Center  
Fort Worth, TX 76196  
PHONE: 817-884-1252

**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: B. Glen Whitley  
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 \$553,777:**

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Grant-2004/P0027-2023/2610115000/569011

Justin K. Foster  
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**  
**January 24, 2023**

**TOPIC:**      **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND NORTH CENTRAL TEXAS INTERLINK, INC.**

**BACKGROUND:**

This Memorandum of Understanding (MOU) between Fort Worth Independent School District and North Central Texas Interlink, Inc. will establish NCTX Interlink as the regional convener of Fort Worth ISD's Career and Technical Education (CTE) Perkins Reserve Grant.

Per grant guidelines, Fort Worth ISD and NCTX Interlink will:

- Collaboratively plan and execute activities and interventions to support the demands of the aerial robotics industry and the implementation of regional career and education pathways;
- Integrate career-focused learning related to aerial robotics and unmanned aircraft systems into core academic curriculum;
- Provide work-based learning opportunities within targeted industries;
- Provide students with advising that will support them to and through their career and education pathway.

Ten (10) North Texas school districts participate in this regional grant program, including Fort Worth ISD, which serves as the grant administrator and fiscal agent.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth ISD and North Central Texas Interlink, Inc.
2. Decline to Approve Memorandum of Understanding Between Fort Worth ISD and North Central Texas Interlink, Inc.
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth ISD and North Central Texas Interlink, Inc.

**FUNDING SOURCE:**            **Additional Details**

Special Revenue                      Perkins Reserve Cohort 4 Grant

**COST:**

\$70,000

**VENDOR:**

North Central Texas Interlink, Inc.

**PURCHASING MECHANISM:**

**Sole Source**

***Purchasing Support Documents Needed:***

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

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

***Regional School Districts:***

Azle ISD  
Birdville ISD  
Cleburne ISD  
Crowley ISD  
Era ISD  
Fort Worth ISD  
Grapevine-Colleyville ISD  
Keller ISD  
Mineral Wells ISD  
Strawn ISD

***Fort Worth ISD High Schools:***

Carter-Riverside  
Arlington Heights  
Benbrook  
South Hills  
Diamond Hill-Jarvis  
Dunbar  
Eastern Hills  
North Side  
Polytechnic  
R.L. Paschal  
Trimble Tech  
Southwest  
Western Hills  
O.D. Wyatt  
Young Women’s Leadership Academy  
Young Men’s Leadership Academy  
I.M. Terrell Academy of STEM & VPA

Fort Worth ISD Middle Schools:

Daggett  
JP Elder  
William James  
Kirkpatrick  
McLean  
Meacham  
Meadowbrook  
Monnig  
Morningside  
Riverside

Rosemont  
Stripling  
Wedgwood  
Leonard  
McClung

**RATIONALE:**

Approval of this Memorandum of Understanding will allow Fort Worth ISD, grant member school districts, and NCTX Interlink, Inc. to provide industry-based learning experiences to students in aerial robotics, aviation, and unmanned aircraft systems. This partnership will benefit ten (10) regional school districts and 32 Fort Worth ISD schools.

**INFORMATION SOURCE:**

David Saenz



This Memorandum of Understanding (MOU) is created and entered into by and between North Central Texas Interlink, Inc., P.O. Box 610246, DFW Airport, TX 75261-0248, a regional nonprofit alliance bridging the gap between business, education, and government to create a quality workforce with a globally competitive advantage, and Fort Worth ISD, a political subdivision of the State of Texas and a duly constituted independent school district located in Fort Worth, Tarrant County, Texas. North Central Texas InterLink may be referred to as InterLink. The Parties enter this Memorandum of Understanding for the purpose of assisting North Central Texas to provide high quality pathways embedding aerial robotics, the North Central Texas (NCTX) Aerial Robotics Initiative, under the following terms and conditions:

**Cost Quote Associated with InterLink:**

InterLink will provide service as the grant required convening organization for NCTX Aerial Robotics Initiative (September 1, 2022 - August 31, 2023). The District is responsible for reimbursement of pre-approved travel expenses not-to-exceed \$10,000. Reimbursement will be payable to the traveler and documented by original receipts for all such expenses.

**InterLink Responsibilities as Convening Organization:**

Convene and lead regional pathways team, composed of representatives from all key partner organizations, that is responsible for implementation of high-quality career and education pathways aligned to the Aerial Robotics as the targeted industry. Develop a communication strategy to foster a collaborative team environment and communicate information to all members of the pathways team in a timely manner.

Hold regularly scheduled meetings with NCTX Aerial Robotics Advisory Committee and also individual meetings as needed with K12, post-secondary, business/industry, and workforce partners.

Lead coordinated efforts among stakeholders to broker and aggregate work-based learning opportunities aligned to aerial robotics. Responsible for planning and executing at least one work-based learning experience for students across K12 districts.

Coordinate with Fort Worth ISD to track and monitor all grant activities and collect

data related to work-based learning, CTE program of study enrollment, credential and dual credit attainment, postsecondary enrollment, and employment outcomes aligned to Aerial Robotics. Coordinate with Fort Worth ISD on all performance reporting requirements.

Lead the planning for sustainability of regional pathways work.

Coordinate with the assigned coach and meet frequently with the assigned coach throughout the project.

### **Fort Worth ISD Responsibilities as Grant Administrator:**

#### **Financial Management**

Disburse and manage funds in ways that comply with Perkins V and TEA requirements and are consistent with the submitted budget.

Ensure spending is accounted for and on schedule. Provide timely spending updates to the assigned coach or TEA upon request.

Ensure spending is equitable across all partners and is aligned to regional pathways.

#### **Grant Management**

Monitor the participation of all members of the regional pathways team to ensure each entity is complying with the roles and responsibilities as outlined in this agreement.

Establish metrics for success in consultation with InterLink, report on progress, and hold participants accountable.

Collaborate with InterLink to track and monitor all grant activities and collect data related to work-based learning, CTE program of study enrollment, credential and dual credit attainment, postsecondary enrollment, and employment outcomes aligned to the targeted industry.

Complete and submit all performance reporting requirements in collaboration with InterLink.

**Other Conditions:**

Neither InterLink nor Fort Worth ISD will change any condition of this MOU without informing the other partner. A minimum of 30 days' notice is required as well as a discussion of the ramifications of the change to the mutual benefit and agreement of each other.

At any time either partner may notify the other with 30 days advance notice that their ability to continue with the conditions noted in this MOU will no longer be beneficial and the dissolution of this MOU would be required. In those cases, each partner would be responsible for their own investment of time, talent and funds expended or committed to date of the dissolution.

Agreed upon this 18th day of November, 2022

*Candy Slocum*

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**Candy Slocum,  
Executive Director  
North Central Texas  
InterLink, Inc.**

49 **Dr. Angelica Ramsey  
Superintendent  
Fort Worth ISD**

Approved as to Legal  
Sufficiency

*Lynda Jackson*

---

Lynda Jackson, Sr. Attorney

Date: 1.13.2023

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING WITH CAREER  
EXPLORATION PUBLICATION PROVIDER****

**BACKGROUND:**

The career exploration publication will aid our teachers, students, and families with learning about the various careers that are available to our students. The information will include the average salaries, education needed, and schools that offer the training needed to enter each of the highlighted careers. This publication is provided at no cost to our students or the District.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Career Exploration Publication Provider
2. Decline to Approve Memorandum of Understanding with Career Exploration Publication Provider
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Career Exploration Publication Provider

**FUNDING SOURCE:        *Additional Details***

No Cost                               Not Applicable

**COST:**

No Cost



**VENDOR:**

360 West/ABPG

**PURCHASING MECHANISM:**

**Memorandum of Understanding**

***Purchasing Support Documents Needed:***

No Cost

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

All Fort Worth ISD High Schools and Middle Schools

**RATIONALE:**

Career and Technical Education (CTE) extends beyond the students that participate in courses designated as CTE. The publication will highlight various careers that are available in our region and the educational pathways they will need to take to enter those careers. This will also aid our campus administrators, counselors, and teachers with the information they need to provide guidance to our students and their families. This effort will support our families with making the necessary academic decisions for their children as they progress through the District.

**INFORMATION SOURCE:**

David Saenz

360 West/ABPG  
And  
Fort Worth Independent School District

This Memorandum of Understanding (“MOU” or Agreement) is made and entered into this 24 day of January 2023, by and between Five Legged Stool, LLC (referred to herein as “360 West/ABPG”) and Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (“FWISD”) located in Fort Worth, Tarrant County, Texas. Five Legged Stool (FLS) and FWISD may be referred to individually as the “Party” or collectively as the “Parties.”

**1. Purpose**

FLS is a regional media company that publishes 30+ niche publications and websites including *Arkansas Next: A Guide to Life After High School*, *Arkansas Next PROS* and *Arkansas Next: Money* (which may be referred to collectively as *Arkansas Next* or the *Next* suite of products.) *Arkansas Next* provides resources and content creation to local schools to assist educators with college preparation, workforce readiness and financial literacy. FLS intends to publish a similar product for the North Texas region. The purpose of this MOU is to outline conditions, responsibilities, and services to be provided by the Parties to each other.

**2. Overview**

Arkansas Business Publishing Group (“ABPG”) began publishing *Arkansas Next: A Guide to Life After High School* in 1998. In partnership with the Arkansas Department of Education, *Next* is distributed to 8th, 11th and 12th grade public school students in all 75 counties in Arkansas free of charge. Educators have incorporated *Next* into their career exploration curriculum at no cost to the public school districts. The magazines serve as critical tools in illustrating opportunities in the highest demand career fields and the path students can take to attain the skills needed to pursue these careers. At the request of educators and in light of workforce shortages in the skilled trades (manufacturing, transportation, utilities, construction and agriculture) ABPG launched *Arkansas Next PROS* in 2018. Additionally, *Arkansas Next: Money* was launched in 2021 to serve as a much-needed financial literacy guide for teenagers and incorporated into the curriculum for required financial literacy courses.

ABPG also produced a similar workforce magazine for the State of Mississippi entitled *MSWorks*, and is in conversation with partners in several other states to produce similar projects for students.

360 West was founded in 2009 in Fort Worth by Jerry Scott. In 2021, Mitch Bettis, president and owner of FLS, purchased the assets of 360 West Media and continued its North Texas publications. 360 West’s flagship publication is *360 West Magazine*, a lifestyle magazine that

gives readers west of Highway 360 a full-circle view of where they live. Additionally, 360 West publishes “zone” publications including the 76107 and 76092 magazines.

By combining the collective experience, industry knowledge and best practices of these two organizations, FLS is able to scale its most successful and effective business models to other regions of the country. The product that has made the most significant positive impact on our community is Next. FLS will launch “*North Texas Next: A Guide to Life After High School (working title)*” in September 2023.

### **3. Five Legged Stool Responsibilities**

FLS agrees to provide curriculum and educational resources deemed appropriate by FWISD at no cost to FWISD. FLS agrees to the services as referenced herein.

- Provide 18,000 copies\* of the new “*North Texas Next: A Guide to Life After High School (working title)*” publication to FWISD at no cost to FWISD for distribution to \*8th, 11th and 12th grade students. FLS will raise funds to pay for creation and distribution from education advocates community-wide.
- Ship/distribute copies directly to schools, with the exact number of copies needed to provide one copy each to every 8th, 11th or 12th grade student at each school at no cost to the district or the student. The publication is produced and distributed annually by FLS and FWISD.
- Provide hard copies of, and digital access to, Classroom Activity Guides specific to each annual edition to assist educators with engaging students in the publication content throughout the school year.
- Share/provide usage rights - at no cost - to all editorial assets used to create the printed publication (photography, infographics, data, profile stories) for usage online, on social media, and for additional printed materials (posters, etc.) or curriculum.
- Incorporate FWISD-specific programs and resources as applicable into the editorial content to further engage students with these assets.
- Conduct outreach to district leaders, campus administrators, CTE leaders and teachers to gain insight in additional content needed by educators in the classroom to supplement their college preparation, workforce readiness and financial literacy curriculum.
- Share feedback and data from previous year’s publications.

### **4. Fort Worth ISD Responsibilities**

- Promote publication awareness and distribution within FWISD through appropriate listservs before, during and after distribution.
- Provide FLS with school enrollment information (student totals at specified grade level) for the trailing academic year with school addresses and contact information at each campus for shipments.
- Ensure publication is distributed according to plan throughout the FWISD to appropriate grade levels.
- Collaborate and coordinate with FLS staff to ensure the greatest impact and experience for all participating FWISD students.
- Share information with FLS as appropriate.
- Coordinate focus groups for content creation upon request by FLS.

- Coordinate discussions with district and FLS managers to assess positives and negatives of the products.

## **5. Mutual Agreement**

FLS and FWISD agree to provide the above services detailed within this MOU. Both parties agree, in the coordination of these service activities, to abide by federal and state guidelines regarding equal opportunity, drug-free workplace, and financial reporting.

## **6. Period of Performance/Termination**

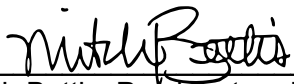
This MOU shall commence on the 24 day of January 2023 and shall remain in effect for a period of three (3) years. This MOU may be extended for an additional one (1) year term upon mutual written agreement of both Parties.

## **7. Miscellaneous Terms**


- 7.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, or authorize either party to incur any liability on behalf of the other.
- 7.2 Neither FLS or FWISD shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any way that would be inconsistent with this agreement.
- 7.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties of their authorized signatories.
- 7.4 This document contains the entire agreement between the Parties, and neither party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without consent of the Parties.
- 7.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay exercising any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 7.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 7.7 If any clause or term of this agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 7.8 Neither party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this agreement without prior written consent of the other Party.

- 7.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 7.10 This Agreement shall only become effective and legally binding once it has been signed by the Parties.
- 7.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the Party in writing.
- 7.12 The Parties understand and agree that nothing herein shall be interpreted or establishing any form of exclusive relationship between the Parties. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 7.13 The Parties agree that no individual shall be excluded from participating in, denied the benefits of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as a specified by the American Disabilities Act. If either Party refuses to comply with this provision, this Agreement may be canceled, terminated or suspended in whole or in part by the other Party.
- 7.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance to satisfy its obligations under this Agreement.
- 7.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
- 7.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 7.17 The Parties shall endeavor in good faith to negotiate definitive long form agreement(s) (the "Definitive Agreements") with respect to the subject matter hereof which will supersede this MOU and will reflect the terms and conditions set out herein, together with such other standard terms as reasonably required to implement the transactions contemplated by this MOU. Unless and until such Definitive Agreements are negotiated and executed (or if the Definitive Agreements are not executed), the MOU will continue to be binding upon the Parties in accordance with its terms.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, FWISD and FLS signify that each Party understands and will comply with the conditions stated above.


  
\_\_\_\_\_  
Mitch Bettis, President and Owner  
Five Legged Stool, LLC

Date: 01/04/2023

  
\_\_\_\_\_  
Daphne Rickard  
Executive Director, Career & Technical Education  
Fort Worth Independent School District

Date: 01/04/2023



  
\_\_\_\_\_  
Angelica Ramsey, PhD  
Superintendent of Schools  
Fort Worth Independent School District

Date: \_\_\_\_\_

\_\_\_\_\_  
Tobi Jackson  
Board President  
Fort Worth Independent School District

Date: \_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING WITH THE OHIO STATE UNIVERSITY COMMUNITY AND YOUTH COLLABORATIVE INSTITUTE**

**BACKGROUND:**

The Sid Richardson Foundation has awarded funds to The Community and Youth Collaborative Institute (CAYCI) at Ohio State University to engage two (2) Fort Worth ISD schools: 1) Young Men’s Leadership Academy (YMLA); and 2) Young Women’s Leadership Academy (YWLA) in the 2022-2023 school year. The project aims to build the capacity of YMLA and YWLA to identify and respond to student needs following the COVID-19 pandemic. A major component of this work will involve gathering and analyzing data from CAYCI’s free and publicly available School Experience Surveys ([CAYCI-SES](#)). The student surveys assess student perceptions and needs regarding their academic learning, youth development, and overall well-being. CAYCI surveys also are administered to teachers and parents/caregivers to understand their perceptions of the school environment.

During the 2022 - 2023 academic year, school, district, and university leaders will collaborate to obtain caregiver permission to collect survey data and develop targeted interventions to address student needs. CAYCI leaders will also provide coaching, consultation, and professional development to strengthen the school's linkage and referrals, systems of support, and wraparound services. Fort Worth ISD supports the project and will examine how these processes impact YMLA and YWLA students. At this time, the project falls under Fort Worth ISD's Division of Innovation umbrella and, if successful, has the potential to be expanded as a pilot to other schools in the future.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with The Ohio State University Community and Youth Collaborative Institute
2. Decline to Approve Memorandum of Understanding with The Ohio State University Community and Youth Collaborative Institute
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Memorandum of Understanding with The Ohio State University Community and Youth Collaborative Institute

**FUNDING SOURCE:**        *Additional Details*

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

The Community and Youth Collaborative Institute

**PURCHASING MECHANISM:**

**Memorandum of Understanding**

***Purchasing Support Documents Needed:***

*No Cost*

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

Young Men’s Leadership Academy  
Young Women’s Leadership Academy

**RATIONALE:**

This university-school-community partnership aims to support the collection, management, and analysis of student and school-level data on students’ perceptions and needs regarding their academic learning, youth development, and overall well-being. The project also seeks to leverage data to improve linkage and referral systems, and to build the capacity of school personnel to implement student-level interventions that are responsive to identified needs. The Ohio State University (OSU) Community and Youth Collaborative Institute was awarded funding from the Sid Richardson Foundation to work with the Young Men’s Leadership Academy and Young Women’s Leadership Academy for the 2022 - 2023 academic year.

**INFORMATION SOURCE:**

David Saenz



*Memorandum of Understanding*

**Fort Worth Independent School District (FWISD) and  
The Community and Youth Collaborative Institute (CAYCI)**

The Community and Youth Collaborative Institute (CAYCI) 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, (“FWISD” or “District”) are joining to collaborate on the evaluation of a pilot program at Young Men and Young Women’s Leadership Academies. This pilot is designed to explore the utility of using the CAYCI School Experience Surveys (CAYCI-SES) to help drive preventative interventions for students that simultaneously seek to improve school climate and culture. This Memorandum of Understanding (MOU) articulates the goals and responsibilities of the partnership between FWISD and CAYCI and establishes each party’s responsibilities associated with this agreement.

*A. Collaborative Goals:*

1. Delivered by CAYCI, the School Experience Surveys are focused on capturing school stakeholder perspectives and helping school staff link and connect students, families, and teachers to needed individual, school, or community support. The primary objective of piloting these surveys is to support data management and data-driven decision-making, as well as support school staff through monthly coaching, project management, consultation, and professional development services.
  
2. FWISD and CAYCI will establish a framework and initiate a process of transferring FWISD student data between FWISD and CAYCI for the purposes of evaluating the pilot. In addition, CAYCI will share data from the school experience surveys with FWISD to showcase baseline data and couple findings with tracking of outputs/supports provided to students and families, as well as school stakeholders’ perceptions of the school’s overall climate in accordance with the Data Sharing Agreement between the Parties. (See Attachment A).

*B. CAYCI Responsibilities:*

*Related to Collaborative Goal 1:*

- 1) CAYCI will work with FWISD to establish a mechanism for secure information transfer. This will include processes to maintain the confidentiality of individual FWISD students and their data. CAYCI will have access to student IDs, their associated demographic data, and program year grade, discipline, and attendance data for the students whose parents or guardians have provided written consent (Attachment B and C). CAYCI will have access to student data for the year prior to program implementation if provided written consent by parents or guardians (Attachment B and C).
  
- 2) At the time of data requests, CAYCI will provide FWISD with a data file containing student participant’s school identification numbers and names to be used to match and collect

student outcome data itemized in C.4. CAYCI will submit the file in the format in which CAYCI would prefer the data to be returned.

- 3) CAYCI will share evaluation findings regarding the program with FWISD in an annual report following the completion of each academic year.

*C. FWISD/Schools Responsibilities:*

*Related to Collaborative Goal 1:*

- 1) FWISD and CAYCI will operate as the custodians of the confidential student data related to this agreement and at no time will share the identifiable data related to this agreement with other parties. Only CAYCI and FWISD will have the ability to match individual student identities with the data being transferred under this agreement (See Attachment A).
- 2) FWISD Department of Grants Compliance and Monitoring will provide to CAYCI the following demographic, attendance, and achievement data fields associated with consenting students attending YMLA and YWLA, for the students whose parents or guardians have provided written consent (Attachment B and C), for purposes of evaluating program impact. The data (listed in detail in Attachment A) should be provided upon completion of each academic semester (as identified further in C.4).
- 3) FWISD will provide CAYCI with the data in the format of CAYCI's file submission request. The returned file will be password protected in order to ensure student confidentiality and data security.
- 4) FWISD's Department of Grants Compliance and Monitoring will provide a timely dataset of the requested data (Attachment A) upon completion of each academic semester (fall, spring). FWISD will provide fall semester data for cycles 1-3 within 15 business days from the last day of the fall semester. For students new to the program, FWISD will also provide the prior year's academic data at the end of the fall semester. FWISD will provide spring semester data for cycles 4-6 within 30 days of the last day of the academic year. FWISD will do its best to honor this timeframe, but in the event that the data is not available for release within these timelines, FWISD will notify CAYCI before the deadline of an updated expectation of delivery.
- 5) FWISD will charge CAYCI \$85 per hour for the data pull.
- 6) Any data provided by FWISD to CAYCI will be provided in accordance with the Data Sharing Agreement between the parties.

*D. Joint Responsibilities:*

- 1) Collaborate in order to effectively evaluate the pilot program.
- 2) Collectively promote data security and confidentiality.
- 3) Coordinate dissemination strategies of evaluation findings.

*E. Term*

This Agreement will be effective from the date of signing and shall terminate on August 31, 2023. This Agreement may be modified or extended at any time by mutual written consent of both parties.

*F. Termination*

This agreement may only be terminated by written notification of either party at least thirty (30) days prior to the intended termination date. The parties agree to use their best efforts to resolve any partnership issues prior to resorting to termination and always consider how to best serve participating families.

*G. No Liability*

To the extent permitted under Texas law, and without waiving any defenses, including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence which may arise in connection with and all claims for damages, costs, and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities, or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights contractually, or otherwise, to any third party. This provision shall not impact any applicable provision in the Data Sharing Agreement relating to FWISD’s indemnification by CAYCI as expressed in that agreement.

*H. Data Sharing*

Any applicable data sharing between the Parties shall be governed in accordance with the terms of the “Data Sharing Agreement and Process” (the “Data Sharing Agreement”), a copy of which is attached hereto as Attachment A and incorporated herein fully by reference.

*I. Limitations of Authority*

No party has authority for and on behalf of the others 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.

*J. 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: Dr. Stacy Burrell  
100 N. University Dr., Ste.  
Fort Worth, Texas 76107

**With Copies to:**

Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr., Ste. SW 172  
Fort Worth, Texas 76107

**To CAYCI:**

Attn: Dr. Samantha Bates  
1947 N. College, Rd.  
Columbus, OH 73210

*K. Entire Agreement*

This MOU and the Data Sharing Agreement represent the entire MOU by and between the parties and supersede any and all prior oral or written agreements, arrangements, or understandings between the District and CAYCI 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.

*L. Assignment*

Neither party may assign their interest in this MOU except upon the written consent of the other party.

*M. Amendments*

Any change to this MOU must be in writing and signed by both parties.

*N. Unenforceability*

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.

*O. 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.

*P. 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.

*Q. Venue*

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

*R. Signatory Clause*

The individuals executing this Agreement on behalf of the FWISD and CAYCI 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]

**Community and Youth Collaborative  
Institute:**

By: Samantha Bates

Printed Name: Samantha Bates

Title: Assistant Professor

Date: 10/31/22

**Fort Worth Independent School District:**

*DS*

By: David Saenz

Printed Name: David Saenz

Title: Chief Innovation Officer

Date: 11/29/2022

By: \_\_\_\_\_  
Angelica M. Ramsey, Ed.D.  
Superintendent of Schools

Date: \_\_\_\_\_

Signed:   
Legal Council for District

Date: 12/5/2022

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING WITH THE PRE-KINDERGARTEN REGIONAL MEDIA CAMPAIGN TO INCREASE PRE-KINDERGARTEN ENROLLMENT**

**BACKGROUND:**

The purpose of this Memorandum of Understanding (MOU) is for Fort Worth ISD and Commit / Brand Era to jointly communicate with parents about Pre-Kindergarten (Pre-K) registration through multiple platforms. Although Fort Worth ISD has achieved significant improvement in accountability ratings, there is much more work to do for the education of our students. The District has placed a priority on school readiness and early childhood education. Research shows that a child who attends a Pre-K Program has a higher attendance rate, scores higher on standardized tests, and is more likely to graduate from high school and college. At least 16 districts will participate in the regional media buy to increase the campaign’s reach and all participating districts will align on a common Pre-K Registration time-frame beginning April 1, 2023, to leverage marketing and communication around the event.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment
2. Decline to Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with the Pre-Kindergarten Regional Media Campaign to Increase Pre-Kindergarten Enrollment

**FUNDING SOURCE:        *Additional Details***

General Fund                               199-61-6499-001-999-99-143-000000

**COST:**

\$30,906.65

**VENDORS:**

BrandEra, Inc.  
Early Matters / Commit

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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

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

Regional Campaign targeting parents of Pre-K age children.

**RATIONALE:**

Approval of this MOU will increase the effectiveness and efficiency of creating awareness and the importance of Pre-K enrollment among Dallas-Fort Worth parents and would increase the number of children enrolled in Pre-K in the Fort Worth ISD.

**INFORMATION SOURCE:**

Marcey Sorensen

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is effective as of February 1, 2023, by and between the Fort Worth Independent School District, herein called “District” or “Fort Worth ISD,” and, The Commit Partnership, a Texas non-profit corporation, herein called “Commit.”

The parties hereto agree as follows:

### **BACKGROUND**

- A. From 2015 to 2019, Dallas County has made progress on 3<sup>rd</sup> Grade Reading (+7%pts). A key driver of this progress has been an increase in Pre-K enrollment, which has increased by 14%pts since the 2014-2020 school year. Since 2014, Commit has aligned districts across Tarrant, Collin, and Dallas County to a common Pre-K registration week and shared enrollment strategies.
- B. The objectives for the 2023 Pre-K regional media campaign are to increase the effectiveness and efficiency of creating awareness for the importance of Pre-K enrollment among DFW Pre-K eligible families and to increase the number of eligible children enrolled in Pre-K across DFW.
- C. At least 13 districts have verbally committed to participate in a collaborative regional media buy to increase the Pre-K registration campaign’s reach and align on a common Pre-K Registration Week beginning April 1<sup>st</sup>, 2023, to leverage marketing and communication around the event. Each district is being asked to sign a Memorandum of Understanding with Commit, committing to participate in the campaign.
- D. Additionally, to help families navigate the process of Pre-K and childcare center registration, Commit and participating districts have also agreed to market a regional website to families interested in early learning opportunities for their children to support them with enrollment.

### **PURPOSE AND SCOPE**

- A. The purpose of this partnership is for Commit and Fort Worth ISD to jointly communicate with parents about Pre-K registration through a regional school locator website, radio and TV ads, physical marketing collateral, and via digital social channels (Facebook, Instagram, Pandora, etc.).
- B. The scope of this partnership is February 1, 2023, to October 31, 2023.

### **COMMIT RESPONSIBILITIES UNDER THIS MOU**

- A. Commit will convene partner organizations to share data and best practices leading to increased Pre-K Enrollment.
- B. Commit will fundraise to amplify district messaging.



- C. Commit will receive no money from Fort Worth ISD.
- D. Commit will survey parents to understand decision points around enrollment and develop relevant messaging and supports to increase Pre-K enrollment.
- E. Commit will maintain the regional PreK DFW website to support families with enrollment.
  - a. Creation of a comprehensive marketing and communication strategy that reaches our target audience and creates a measurable impact.
  - b. Purchase TV and Radio spots leading up to the Pre-K Registration week and the start of the school year.
  - c. The production of radio and TV ads that will promote the importance of early learning, Pre-K registration week, “back to school,” and regional website.
  - d. The production and placement of targeted social media ads to promote awareness of the importance of early learning, Pre-K registration week, “back to school,” and regional website.
  - e. Execution of geofencing and other digital media strategies to promote Pre-K enrollment.
  - f. Designing, printing, and/or distribution of flyers for district partners to help spread the word about Pre-K Enrollment.
  - g. The production of videos and social media ads that can be edited and branded by the District for its own marketing purposes.
- F. Commit appoints Allison Braley as the main contact for Commit.

**ISD’s RESPONSIBILITIES UNDER THIS MOU**

- A. District will join in overall campaign, by:
  - a. Integrating regional marketing tools including video and social media into District pre-k marketing plans.
  - b. Promoting regional tools including the regional website and through District pre-k marketing plans.
  - c. Dedicate a marketing and Pre-K staff resource to:
    - i. Attend a maximum of 3 two-hour meetings to approve and give input into regional marketing materials.
    - ii. Send District logos to be included in all materials in February.
    - iii. Send district designs for flyers (one side English, one side Spanish) for printed materials by February 1<sup>st</sup>, 2023. (For Standard and Advanced options only.)
    - iv. Send district designs for yard signs and door hangers (one side English, one side Spanish) for printed materials by February 1<sup>st</sup>, 2023. (For Advanced service option only.)
    - v. Assist in connecting to parents for interviews and other various requests that could take up to 2 hours per week during February 2023.
    - vi. Send District GIS files and 2023 Pre-K school site information to ensure school locator tool accuracy by February 15<sup>th</sup>, 2023.

- B. District will provide Commit with Pre-K registration information and Frequently Asked Questions (FAQs) Commit to support updates to the regional website.
- C. District will provide monthly Pre-K enrollment reports to Commit by campus and age by the 5<sup>th</sup> of each month from April to October.
- D. Fort Worth ISD appoints Olayinka Ojo as the main contact.

**JOINT RESPONSIBILITIES FOR COMMIT AND ISD**

- A. Commit, Fort Worth ISD, and other participating districts will mutually agree on development and design of shared messages, strategy, and scheduling for regional campaign materials.

**EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Commit and Fort Worth ISD authorized officials. It shall be enforced from February 1, 2023, to October 31, 2023. Commit and <District Name> indicate agreement with this MOU by their signatures.

*Kris Oliver*

\_\_\_\_\_  
 Kris Oliver  
 Chief Operating Officer  
 The Commit Partnership

\_\_\_\_\_  
 Tobi Jackson  
 Board President  
 Fort Worth Independent School District

*Dr. Marcey Sorensen*

\_\_\_\_\_  
 Dr. Marcey Sorensen  
 Chief of Academics  
 Fort Worth Independent School District

\_\_\_\_\_  
*Dr. Angelica M. Ramsey*  
 Superintendent  
 Fort Worth Independent School District

**EXHIBIT A: Tiered Services Breakdown**

	Standard Tier	Advanced Tier	Premium Tier
<b>Description of Services</b>	<ul style="list-style-type: none"> <li>• Pre-K DFW Website</li> <li>• Printed Collateral (flyers only)</li> <li>• Earned Media (Radio/TV interviews)</li> <li>• Targeted Digital Ads (pop up ads)</li> <li>• Targeted Social Media Ads (Facebook)</li> <li>• Streaming TV and Radio Ads (Hulu, YouTube, Spotify, Pandora)</li> </ul>	<b>Standard Options, AND:</b> <ul style="list-style-type: none"> <li>• Printed Collateral – yard signs, door hangers in addition to flyers</li> <li>• Printed collateral QC edits</li> <li>• General marketing consulting</li> <li>• Increased social and digital media impressions in portion to the percentage increase of district’s campaign contribution for the advanced option.</li> </ul>	<b>Advanced Options, AND:</b> <ul style="list-style-type: none"> <li>• Parent Enrollment Experience consultation</li> <li>• Printed Collateral Design</li> <li>• Increased social and digital media impressions in portion to the percentage increase of district’s campaign contribution for the premium option.</li> </ul>
<b>Cost Per Enrolled</b>	<b>\$4.95</b>	<b>\$5.95</b>	<b>\$6.95</b>

**EXHIBIT B: Enrollment and Percentage of Students by District**

Participating Districts	2021-22# of PK Students	% of Total Students
<b>CEDAR HILL ISD</b>	265	1.06%
<b>CROWLEY ISD</b>	1,018	4.07%
<b>DALLAS ISD</b>	10,256	41.01%
<b>DESOTO ISD</b>	407	1.63%
<b>DUNCANVILLE ISD</b>	486	1.94%
<b>FORT WORTH ISD</b>	4,447	17.78%
<b>GARLAND ISD</b>	2,093	8.37%
<b>GRAND PRAIRIE ISD</b>	1,334	5.33%
<b>LANCASTER ISD</b>	490	1.96%
<b>MESQUITE ISD</b>	1,397	5.59%
<b>MIDLOTHIAN ISD</b>	135	0.54%
<b>PLANO ISD</b>	1,207	4.83%
<b>RICHARDSON ISD</b>	1,472	5.89%
<b>Total</b>	<b>25,007</b>	<b>100%</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH AND THE FORT WORTH POLICE DEPARTMENT FOR POLICE CITIZEN INTERACTION TRAINING**

**BACKGROUND:**

The City of Fort Worth, through the Fort Worth Police Department, will implement and operate the Police Citizen Interaction (PCI) training program to educate, enhance communication with students, and improve relations with Fort Worth ISD students. Lessons will include discussions surrounding Police and Citizens engagement, responsibilities, expectations, procedures, and resolutions.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth and the Fort Worth Police Department for Police Citizen Interaction Training
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth and the Fort Worth Police Department for Police Citizen Interaction Training
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth and the Fort Worth Police Department for Police Citizen Interaction Training

**FUNDING SOURCE:        *Additional Details***

General Fund	199-11-6299-001-001-11-347-000000
	199-11-6299-001-002-11-347-000000
	199-11-6299-001-003-11-347-000000
	199-11-6299-001-006-11-347-000000
	199-11-6299-001-008-11-347-000000
	199-11-6299-001-009-11-347-000000
	199-11-6299-001-010-11-347-000000

199-11-6299-001-014-11-347-000000  
199-11-6299-001-015-11-347-000000  
199-11-6299-001-016-11-347-000000

**COST:**

Year 1 - \$48,000

**VENDOR:**

City of Fort Worth, Fort Worth Police Department

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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

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

Amon Carter-Riverside High School  
Arlington Heights High School  
Eastern Hills High School  
North Side High School  
O.D. Wyatt High School  
Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Western Hills High School

**RATIONALE:**

The mission of the PCI training program is to inform and educate the citizens of the community how to interact with the police. The goal is to teach rights, responsibilities, and resolutions to minimize negative encounters with police during traffic stops and detainments. This program will educate, enhance communication with students, and improve relations between the Fort Worth Police Department and students in the Fort Worth ISD. This program will allow both police and students to interact with one another during sessions, with objectives and goals in each class.

**INFORMATION SOURCE:**

Jerry Moore

INTERLOCAL AGREEMENT BETWEEN  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF FORT WORTH

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas ("City"), and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas ("FWISD"). City and FWISD may be collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, this Agreement is made under the authority granted to the City and the FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, the FWISD and the City wish to enter into an agreement so that the City, through its Police Department, may provide instructional class lessons to FWISD high school students.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the City, acting by and through its duly authorized Assistant City Manager, and FWISD, acting by and through its duly authorized superintendent, do hereby covenant and agree as follows:

1. SCOPE OF SERVICES. The City will implement and operate the Police Citizen Interaction ("PCI") training program to educate, enhance communication with students, and improve relations with Fort Worth Community members, which includes FWISD students. The lesson plans will include discussions surrounding police and citizen engagement, responsibilities, expectations, procedures, and resolutions. Plans include worksheets that allow citizens and law enforcement to interact with one another during sessions. Lesson plans will also include objectives and goals for each class.

2. GOALS AND MISSION STATEMENT.

PCI's mission is to inform and educate the citizens of the community on how to interact with law enforcement. The goal is to teach students about citizens' rights, responsibilities, and resolutions to minimize negative encounters with law enforcement during traffic stops and detainments.

3. FUNDING.

(a) FWISD agrees to pay the City an amount Not to Exceed forty-eight thousand dollars (**\$48,000**) to fund the PCI training. FWISD covenants and agrees that the funding for this Agreement shall not include any funds that FWISD has received from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

(b) Within thirty (30) days from the receipt of a valid invoice from City, FWISD shall make a payment for the \$48,000 to the City for the PCI program.

(c) If the Parties mutually agree to renew the term for a second year of the program, FWISD shall make a second payment for the second year of the program for an additional \$48,000.

(d) Pursuant to Section 791.011 of the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

4. TERM. The term of this Agreement is for one-year, effective beginning on the last date of execution below, and ending on November 30, 2023. This Agreement may be renewed for an additional one-year term upon mutual written agreement of the Parties.

5. NON-APPROPRIATION OF FUNDS. If for any reason, at any time during any term of this Agreement, FWISD fails to appropriate funds sufficient for FWISD to fulfill its obligations under this Agreement, FWISD may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by FWISD to the City of written notice of FWISD's intention to terminate; or (ii) the last date for which funding has been appropriated by FWISD Board for the purposes set forth in this Agreement.

6. TERMINATION OF AGREEMENT.

(a) If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

(b) This Agreement may be terminated by either Party, in whole or in part, at any time with or without a 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 termination.

(c) If the Agreement is terminated for any reason, City will return to FWISD a prorated amount of all funds paid by FWISD to City for services not yet performed.

7. NOTICE. Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants, or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Fort Worth  
Attn: Assistant City Manager  
200 Texas Street  
Fort Worth, TX 76102-6314  
Facsimile: (817) 392-8654

With a copy to Fort Worth City Attorney's Office  
at the same address

To FWISD:

Fort Worth Independent School District  
Attn: Jerry Moore – Chief of Schools  
100 N. University Dr.  
Fort Worth, TX 76107

With a copy to the Office of Legal Services at the  
same address



8. INDEPENDENT CONTRACTOR. City shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the FWISD. City shall have exclusive control of and the exclusive right to control the work designated to the City to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondent superior for the acts or omissions of officers, members, agents, servants, or employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. NONDISCRIMINATION.

(a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in 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.

(b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD or the City permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

10. SEVERABILITY. 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, a federal or state agency, or a board or a commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

11. WAIVER OF DEFAULT. No waiver by the Parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the Parties to assert or rely upon any such term.

12. NOTICE OF CLAIMS. FWISD and City agree to notify each other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages related to this Agreement. FWISD and City agree to make their respective officers, agents, servants, and employees available at all reasonable times or any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.

13. IMMUNITY.

(a) It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

(b) Nothing herein shall be construed in any manner, to create a cause of action for the

benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person, not a party to this Agreement not otherwise existing at law.

14. INSURANCE. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. Since the City is self-insured they agree to provide coverage limits that are equal to or better than the below listed requirements:

a. Commercial General Liability Insurance: The City must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the City's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the City, its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.  
Bodily Injury \$500,000.00 combined single limits  
Property Damage \$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.  
Bodily Injury \$1,000,000.00 combined single limits  
Property Damage \$2,000,000.00 aggregate

b. Automobile Liability Insurance: The City must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the City and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

c. Workers' Compensation/Employers' Liability: City shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.

d. Professional Liability Insurance: The Professional Liability Insurance provided by the City must conform to the following requirements:

- The City's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
- If on a claims-made basis, the City must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.

- The minimum limits to be maintained by the City are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

e. Umbrella Insurance Policy: The City must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

15. FORCE MAJEURE. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

16. APPLICABLE LAW AND VENUE.

(a) This contract shall be construed in accordance with the laws of the State of Texas.

(b) 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, venue for said action shall lie in Tarrant County, Texas, or the Federal Court of the Northern District of Texas - Fort Worth Division.

17. HEADINGS. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. ENTIRE AGREEMENT. This written instrument constitutes the entire understanding of the Parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

19. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

20. ELECTRONIC SIGNATURES. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.





21. RIGHT TO AUDIT. City agrees that FWISD will, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records, including, but not limited to, all electronic records, of City involving transactions relating to this Agreement at no additional cost to FWISD. City agrees that FWISD will have access during normal working hours to all necessary City facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. FWISD will give City reasonable advance notice of intended audits.

22. OWNERSHIP OF WORK PRODUCT. City is a licensee of the training program being provided to FWISD under this contract and all services are being provided pursuant to the authority granted the City under the terms of that license agreement. Therefore, the licensor, as described in the licensing agreement between the City and the licensor, will be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation that are created, published, displayed, or produced in conjunction with the services provided under this agreement (collectively, "work product"). Further, the licensor will be the sole and exclusive owner of all copyright, patent, trademark, trade secret, and other proprietary rights in and to the work product. CITY, TO THE EXTENT ALLOWED BY LAW, MUST PROTECT AND INDEMNIFY FWISD FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CITY, OR BY FWISD AT THE DIRECTION OF CITY, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY CITY AND CITY MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CITY DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF FWISD'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, FWISD AGREES TO COOPERATE REASONABLY WITH CITY AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

23. LIABILITY. Each Party shall be solely responsible for its own actions or inaction and the actions or failure to act of its respective employees, agents, officers, officials, and contractors. Neither Party shall be responsible for the actions, errors, omissions, negligence, misfeasance, or malfeasance of the other Party or any employee, agent, officer, official, or contractor of the other Party.

IN WITNESS WHEREOF, the parties here have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**ACCEPTED AND AGREED:**

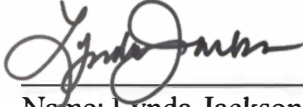
<p><b>CITY OF FORT WORTH:</b></p> <p>By:  Name: Fernando Costa Title: Assistant City Manager</p> <p>Date: Jan 6, 2023</p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By:  Name: Robert A. Alldredge, Jr. Title: Executive Assistant Chief</p> <p><b>ATTEST:</b></p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b></p> <p>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By:  Name: Jacob Lohse Title: Administrative Services Manager</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By:  Name: Taylor Paris Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> M&amp;C: N/A 1295: N/A</p>
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**Fort Worth Independent School District**

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_  
Name: Dr. Angélica Ramsey  
Title: Superintendent of Schools

Date: \_\_\_\_\_

By:   
Name: Lynda Jackson  
Title: Senior Attorney





Date: 01.12.2023

By: \_\_\_\_\_  
Name: Tobi Jackson  
Title: FWISD Board President

Date: \_\_\_\_\_

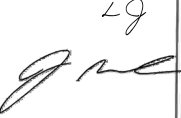
IN WITNESS WHEREOF, the parties here have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**ACCEPTED AND AGREED:**

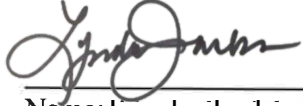
<p><b>CITY OF FORT WORTH:</b></p> <p>By: <u></u>  Name: Fernando Costa  Title: Assistant City Manager</p> <p>Date: <u>Nov 10, 2022</u></p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: <u>  <small>Robert Alldredge (Nov 10, 2022 12:13 CST)</small></u>  Name: Robert A. Alldredge, Jr.  Title: Executive Assistant Chief</p> <p><b>ATTEST:</b></p> <p>By: _____  Name: Jannette S. Goodall  Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b></p> <p>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u>  <small>Sasha Kane (Nov 4, 2022 15:57 CDT)</small></u>  Name: Sasha Kane  Title: Sr. Contract Compliance Specialist</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: <u></u>  Name: Taylor Paris  Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b>  <b>M&amp;C:</b>  1295:</p>
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**Fort Worth Independent School District**

**APPROVED AS TO FORM AND LEGALITY**

By:   
Name: Dr. Angélica Ramsey  
Title: Superintendent of Schools

Date: \_\_\_\_\_

By:   
Name: Lynda Jackson  
Title: Senior Attorney

Date: 01.12.2023

By: \_\_\_\_\_  
Name: Tobi Jackson  
Title: FWISD Board President

Date: \_\_\_\_\_

11-10-22

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY  
CONTRACT AMENDMENT BUDGET INCREASE FOR THE 2022-2023  
ADULT EDUCATION PROGRAM**

**BACKGROUND:**

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC RFP 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards. 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 solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2022 - 2023 year to ensure the students targets are met.

Estimated Cost of the FWISD Adult Education program for the 2022 - 2023 is \$2,222,901.40, which will be reimbursed as a subcontractor through this agreement. On November 7, 2022, FWISD received additional funding from Workforce Solutions of Tarrant County for the amount of \$515,724.49 to assist in building capacity to serve adult education students. The revised contract funding amounts, budget, and service targets to reflect updated funding levels.

<b>Description</b>	<b>BOE Date</b>	<b>Current Budget</b>	<b>Changes</b>	<b>Revised Budget</b>
Original Contract	07/01/2022	2,222,901.40	-	\$2,222,901.40
Budget Increase	11/07/2022	2,222,901.40	\$515,724.49	\$2,743,625.89

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2022 - 2023 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2022 - 2023 Adult Education Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2022-2023 Adult Education Program

**FUNDING SOURCE:**                    **Additional Details**

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

***Interlocal (IL) – Price Quote and IL Contract Summary Required***

**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:**

Cherie Washington



**Tarrant County Workforce Development Board  
Contract Amendment No. 1**

Program Contract No.: 22-SPC-AEL-004  
 Contract Period: July 1, 2022 thru June 30, 2023  
 Contractor Name: Fort Worth Independent School District

**Reason for the Amendment:**

To revise the contract funding amounts, budget, and service targets to reflect updated funding levels.

**Amendment to Current Contract:**

The contract is amended by:

1. Revising the contracted funding amounts as shown below:

<b>Funding Stream</b>	<b>Original Amounts</b>	<b>Change</b>	<b>Revised Amounts</b>
AEL Program Combined	2,140,886.04	515,724.49	2,656,610.53
Performance Fund (holdback)	49,572.36	N/A	8,621.28
Prof. Dev.	37,443.00	N/A	5,887.50
<b>Total</b>	<b>2,227,901.40</b>	<b>515,724.49</b>	<b>2,743,625.89</b>

\*AEL Program funds include AEFLA Fed, STATE funds, and TANF

2. Incorporating a revised contract line-item budget, as shown on Attachment A to this amendment, and

3. Incorporating revised customer service targets that replace those originally set forth in the contract Statement of Work, as follows:

<b>Service Category</b>	<b>Target</b>	<b>Change</b>	<b>Revised #</b>
AEL Combined Traditional	2405	NA	2405
Intensive	110	NA	110
IET	150	NA	150
<b>Total</b>	<b>2665</b>	<b>NA</b>	<b>2665</b>

**Effective Date:**

The effective date of this amendment is November 7, 2022.

**Approved:**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

\_\_\_\_\_  
Judy McDonald  
Executive Director

\_\_\_\_\_  
Dr. Angelica Ramsey  
Superintendent, Fort Worth ISD

*CWash*  
*12/16/22*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Workforce Solutions for Tarrant County AEL Grant**

**PY 22 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
<b>I. PERSONNEL - 6100</b>			
Salaries	664,555.20		664,555.20
Fringe Benefits @ 12.072% of Salaries	67,398.82		67,398.82
Pooled Staff Wages		1,270,000.00	1,270,000.00
Pooled Staff Fringe		170,289.28	170,289.28
Other ( Specify) Professional Development		37,443.00	37,443.00
<b>Personnel Subtotal</b>	<b>731,954.02</b>	<b>1,477,732.28</b>	<b>2,209,686.30</b>
<b>II. Professional and Contracted Services - 6200</b>			
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	19,000.00		19,000.00
Rent/Lease (Xerox/Pods)	12,676.00		12,676.00
<b>Professional and Contracted Services Subtotal</b>	<b>38,876.00</b>		<b>38,876.00</b>
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials	3,600.00	184,254.10	187,854.10
Postage			
Printing under 6200			
Computer Hardware		67,594.49	67,594.49
Testing Materials		35,800.00	35,800.00
Software Purchases		93,200.00	93,200.00
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
<b>Operations Subtotal</b>	<b>8,000.00</b>	<b>381,848.59</b>	<b>389,848.59</b>
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	41,215.00	62,800.00	104,015.00
Indirect Costs			
<b>Other Operating Expenses Subtotal</b>	<b>42,415.00</b>	<b>62,800.00</b>	<b>105,215.00</b>
<b>GRAND TOTAL</b>	<b>821,245.02</b>	<b>1,922,380.87</b>	<b>2,743,625.89</b>

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

<u>Cost Category / Line Item</u>	<u>Management &amp; Operations Funds Source Allocation</u>				<u>Education Services Fund Source Allocation</u>			
	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>
<b>I. PERSONNEL - 6100</b>								
<b>Personnel Subtotal</b>	731,954.02			731,954.02	1,440,289.28	37,443.00		1,477,732.28
<b>II. Professional and Contracted Services - 6200</b>								
1 6249 Maintenance	1,200.00			1,200.00				
2 6256 Tmobile	19,000.00			19,000.00				
3 6264 Xerox	4,676.00			4,676.00				
4 6267 Lease of Pods	8,000.00			8,000.00				
5 6299 Contracts Services/Printing	6,000.00			6,000.00				
<b>Professional and Contracted Subtotal</b>	38,876.00	-	-	38,876.00	-	-	-	-
<b>III. Supplies and Materials - 6300</b>								
1 6311 Fuel	900.00			900.00				
2 6399 Supplies/Materials	3,600.00			3,600.00	33,000.00		14,572.36	47,572.36
3 6321/6329 Textbooks & Reading Materials					116,681.74		20,000.00	136,681.74
4 6329 Software Licenses					93,200.00			93,200.00
5 6339 Test Materials					35,800.00			35,800.00
6 6396 Technology					52,594.49		15,000.00	67,594.49
7 6398 Furniture	3,500.00			3,500.00	1,000.00			1,000.00
<b>Operations Subtotal</b>	8,000.00	-	-	8,000.00	332,276.23	-	49,572.36	381,848.59
<b>IV. Other Operating Expenses - 6400</b>								
1 6411 OMR Staff Mileage Reimbursement	1,200.00			1,200.00				
2 6411 Travel	41,140.00			41,140.00	62,380.00			62,380.00
3 6495 Dues	75.00			75.00	420.00			420.00
4 enter line item name								
5 enter line item name								
<b>Other Operating Expenses Subtotal</b>	42,415.00	-	-	42,415.00	62,800.00	-	-	62,800.00
<b>TOTAL</b>	<b>821,245.02</b>	<b>-</b>	<b>-</b>	<b>821,245.02</b>	<b>2,140,706.04</b>	<b>37,443.00</b>	<b>49,572.36</b>	<b>1,922,380.87</b>

\* \* \* \* \*

# WORKFORCE SOLUTIONS

FOR TARRANT COUNTY

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
<b>Program Management and Operations</b>						
1	Director	Lewis, Nydia	46.05	40	48	88,416.00
2	Administrative Associate	Portales, Mayra	26.12	40	48	50,150.40
3	Coordinator, Quality Assurance	Whisonant, Amanda	35.03	40	48	67,257.60
4	Coordinator, PD	Bell, Dezman	36.94	40	48	70,924.80
5	Career Pathway Navigator	Miller, Patrice	35.03	40	48	67,257.60
6	Technician - TEAMS	Maldonado, Jose Angel	21.31	40	48	40,915.20
7	Technician - TEAMS	Montez, Leslie	18.92	40	48	36,326.40
8	Technician - TEAMS	Diaz Navarro, Carmen	18.92	40	48	36,326.40
9	Technician - TEAMS	Vacant	18.19	40	48	34,924.80
10	Specialist Workforce Integration	Vacant	26.04	40	48	49,989.00
11	Receptionist	Vacant	8.29	40	48	15,916.80
12	Warehouse	Vacant	10.00	30	48	14,400.00
<b>Program M &amp; O Subtotal</b>						<b>572,805.00</b>
<b>Education Services</b>						
1	Career Navigator	Johnson, Frankie	21.00	20	48	20,160.00
2	Teacher Facilitators	37 TF @ an average \$189 (6,993)	21.00	9	39	272,727.00
3	Teachers	90 @ an average \$126 (10,710)	21.00	6	39	442,260.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
<b>Education Services Subtotal</b>						<b>735,147.00</b>
<b>Total</b>						<b>1,307,952.00</b>

**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*

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**\*\*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.**

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**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

<b>Category</b>	<b>Line Item</b>	<b>Description</b>	<b>Amount</b>
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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	Utilities-Tmobile (hotspots/cell phones)	19,000.00
	6264	Copy machine for office - Xerox	4,676.00
	6267	Leaso of POD for storage	8,000.00
	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	42,415.00



**AEI Subcontract - Budget Narrative**

Sub-Contractor Name: Fort Worth ISD

Category	Line Item Name	Description	Amount
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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		58,340.87
6329	Instructional reading materials; to supplement IET's, Transitions and higher level skills		58,340.87
6329	Software License Burlington English & Essential Ed.		93,200.00
6339	Testing seat activation CASAS		35,800.00
6396	Technology		67,594.49
6398	Furniture		1,000.00
6399	Supplies		47,752.36
6411	Staff Development travel		62,800.00
			424,828.59

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

**CONTRACT NUMBER:** 22-SPC-AEL-004      **CONTRACT TYPE:** Cost Reimbursement  
**FUNDING SOURCE:**                      Adult Education and Literacy  
**CONTRACT PERIOD:**                      From July 1, 2022 To June 30, 2023  
**FUNDED PROJECT/PROGRAM:** Adult Education and Literacy Services  
**TOTAL FUNDING OBLIGATION NOT TO EXCEED:** \$2,222,901.40

<b>Adult Education and Literacy Funds Awarded</b>	\$2,222,901.40
<b>Total Contract Amount</b>	<b>\$2,222,901.40</b>

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><b>Workforce Solutions for Tarrant County</b></p> <p><b>Address:</b> <u>1320 S. University Drive, Suite 600</u></p> <p><b>City:</b> <u>Fort Worth, Texas 76107</u></p> <p><b>Contact:</b> <u>Ms. Jauneen Maldonado</u></p> <p><b>Phone:</b> <u>817-804-4225</u></p> <p><b>Fax:</b> <u>817-222-6323</u></p> <p><b>E-Mail:</b> <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p><b>Contractor:</b> <u>Fort Worth Independent School District</u></p> <p><b>Business Address:</b> <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p><b>Mailing Address:</b> <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p><b>Contact:</b> <u>Ms. Nydia Lewis</u></p> <p><b>Phone:</b> <u>817-815-7759</u></p> <p><b>Fax:</b> _____</p> <p><b>E-Mail:</b> <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**



Judy McDonald  
Executive Director

Date: 11-2-2022

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Dr. Angélica Ramsey  
Superintendent Fort Worth ISD

Date: Oct 26, 2022

**PART A**  
**GENERAL CONTRACT TERMS**

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

## GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 22-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, 2022 and shall terminate June 30, 2023 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 \$2,222,901.40. This funding is comprised of the following categories:

AEL Combined Program Funds:	\$2,140,886.04
Performance Funding	\$ 49,572.36
Professional Development:	<u>\$ 37,443.00</u>
Total:	<u>\$2,222,901.40</u>

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 I, *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, 83<sup>rd</sup> 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:**

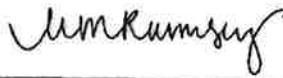
**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**



Judy McDonald  
Executive Director

Date: Nov. 2, 2022

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Angélica Ramsey  
Superintendent Fort Worth ISD

Date: Oct 26, 2022

**PART B**  
**LINE ITEM BUDGET**



**Workforce Solutions for Tarrant County A&L Grant**

**PY 22 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
<b>I. PERSONNEL - 6100</b>			
Salaries	572,805.00		572,805.00
Fringe Benefits @ 12.072% of Salaries	69,149.02		69,149.02
Pooled Staff Wages		1,393,738.55	1,393,738.55
Pooled Staff Fringe		154,765.83	154,765.83
Other (Specify) Professional Development		37,443.00	37,443.00
<b>Personnel Subtotal</b>	<b>641,954.02</b>	<b>1,585,947.38</b>	<b>2,227,901.40</b>
<b>ii. Professional and Contracted Services - 6200</b>			
Professional Services			
Partner Services			
Other Services - FWISD Maintenance /Printing	7,200.00		
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Mobile Phone/Wireless Services	19,000.00		
Rent/Lease (Xerox/Pods)	12,676.00		
<b>Professional and Contracted Services Subtotal</b>	<b>38,876.00</b>	-	-
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials	3,600.00	114,434.10	
Postage			
Printing under 6200			
Computer Hardware		41,870.00	
Testing Materials		35,800.00	
Software Purchases		63,200.00	
Software Usage Fees			
Other - (Specify) - Fuel for program van	900.00		
Other - (Specify) - Furniture - file cabinets, chairs, etc.	3,500.00	1,000.00	
<b>Operations Subtotal</b>	<b>8,000.00</b>	<b>256,304.10</b>	-
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		
Staff Travel	16,215.00	12,800.00	
Indirect Costs			
<b>Other Operating Expenses Subtotal</b>	<b>17,415.00</b>	<b>12,800.00</b>	-
<b>GRAND TOTAL</b>	<b>706,245.02</b>	<b>1,855,051.48</b>	<b>2,227,901.40</b>

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

<u>Cost Category / Line Item</u>	<u>Management &amp; Operations Funds Source Allocation</u>				<u>Education Services Fund Source Allocation</u>			
	<u>AEL</u>	<u>PD</u>	<u>Perf</u>	<u>Total</u>	<u>AEL</u>	<u>PD</u>	<u>Perf</u>	<u>Total</u>
	<u>Combined</u>		<u>Reserve</u>		<u>Combined</u>		<u>Reserve</u>	
<b>I. PERSONNEL - 6100</b>								
<b>Personnel Subtotal</b>	641,954.02			641,954.02	1,921,354.30	37,443.00		1,958,797.30
<b>II. Professional and Contracted Services - 6200</b>								
1 6249 Maintenance	1,200.00			1,200.00				
2 6256 Tmobile	19,000.00			19,000.00				
3 6264 Xerox	4,676.00			4,676.00				
4 6267 Lease of Pods	8,000.00			8,000.00				
5 6299 Contracts Services/Printing	6,000.00			6,000.00				
<b>Professional and Contracted Subtotal</b>	38,876.00	-	-	38,876.00	-	-	-	-
<b>III. Supplies and Materials - 6300</b>								
1 6311 Fuel	900.00			900.00				
2 6399 Supplies/Materials	3,600.00			3,600.00				
3 6321/6329 Textbooks & Reading Materials					33,000.00		14,752.36	47,752.36
4 6329 Software Licenses					46,681.74		20,000.00	66,681.74
5 6339 Test Materials					63,200.00			63,200.00
6 6396 Technology					35,800.00			35,800.00
7 6398 Furniture	3,500.00			3,500.00	26,870.00		15,000.00	41,870.00
<b>Operations Subtotal</b>	8,000.00	-	-	8,000.00	1,000.00			1,000.00
					206,551.74	-	49,752.36	256,304.10
<b>IV. Other Operating Expenses - 6400</b>								
1 6411 OMR Staff Mileage Reimbursement	1,200.00			1,200.00				
2 6411 Travel	16,140.00			16,140.00	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								
<b>Other Operating Expenses Subtotal</b>	17,415.00	-	-	17,415.00	12,800.00	-	-	12,800.00
<b>TOTAL</b>	706,245.02	-	-	706,245.02	2,140,706.04	37,443.00	49,752.36	2,227,901.40

(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	(G) = (D x E x F) Total Amount Charged to Contract
<b>Program Management and Operations</b>						
1	Director	Lewis, Nydia	46.05	40	48	88,416.00
2	Administrative Associate	Portales, Mayra	26.12	40	48	50,150.40
3	Coordinator, Quality Assurance	Whisonant, Amanda	35.83	40	48	67,257.60
4	Coordinator, PD	Bell, Dezman	36.94	40	48	70,924.80
5	Career Pathway Navigator	Miller, Patrice	35.03	40	48	67,257.60
6	Technician - TEAMS	Maldonado, Jose Angel	21.31	40	48	40,915.20
7	Technician - TEAMS	Montez, Leslie	18.92	40	48	36,326.40
8	Technician - TEAMS	Diaz Navarro, Carmen	18.92	40	48	36,326.40
9	Technician - TEAMS	Vacant	18.19	40	48	34,924.80
10	Specialist Workforce Integration	Vacant	26.04	40	48	49,989.00
11	Receptionist	Vacant	8.29	40	48	15,916.80
12	Warehouse	Vacant	10.00	30	48	14,400.00
<b>Program M &amp; O Subtotal</b>						<b>572,805.00</b>
<b>Education Services</b>						
1	Career Navigator	Johnson, Frankie	21.00	20	48	20,160.00
2	Teacher Facilitators	37 TF @ an average \$189 (6,993)	21.00	9	39	272,727.00
3	Teachers	90 @ an average \$126 (10,710)	21.00	6	39	442,260.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
<b>Education Services Subtotal</b>						<b>735,147.00</b>
<b>Total</b>						<b>1,307,952.00</b>

**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.**

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**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
----------	-----------	-------------	--------

*Program Management and Operations*

	<b>Sample</b>	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	Utilities-Tmobile (hotspots/cell phones)	19,000.00
	6264	Copy machine for office - Xerox	4,676.00
	6267	Leaso of POD for storage	8,000.00
	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	17,415.00

**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	26,937.88
6329		Instructional reading materials; to supplement IET's, Transitions and higher level skills	39,743.86
6329		Software License Burlington English & Essential Ed.	63,200.00
6339		Testing seat activation CASAS	35,800.00
6396		Technology	41,870.00
6398		Furniture	1,000.00
6399		Supplies	47,752.36
6411		Staff Development travel	12,800.00
			269,104.10

**PART C**  
**STATEMENT OF WORK**

**TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD  
2022 ADULT EDUCATION AND LITERACY SERVICE PLAN  
PLAN COVER SHEET**

**INFORMATION ABOUT PROPOSER**

<b>ORGANIZATION NAME:</b>	Fort Worth Independent School District
<b>PHYSICAL ADDRESS</b>	5701 Meadowbrook Drive
<b>CITY, STATE ZIP</b>	Fort Worth, Texas 76112
<b>CONTACT PERSON TELEPHONE/FAX EMAIL</b>	Dr. Cherie Washington Chief Student Support Service Main 817.814.2370 cherie.washington@fwisd.org
<b>TYPE OF ORGANIZATION</b>	Local School District
<b>FEDERAL EIN</b>	#17560016135000
<b>TEXAS STATE COMPTROLLER ID</b>	#17560016135000

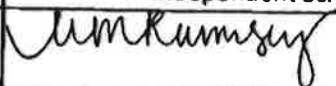
**INFORMATION ABOUT PLAN**

<b>SUMMARY OF PROPOSERS PRIMARY BUSINESS ACTIVITIES:</b>	Provide AEL services for Tarrant County
<b>TOTAL BUDGET AMOUNT:</b>	\$ 2,227,901.40
<b>DOES PLAN PROPOSE COLLABORATION OR JOINT VENTURE?</b>	Currently part of Tarrant County Adult Education & Literacy Consortium

**AUTHORIZATION FOR SUBMISSION**

<p><b>TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD 2022 ADULT EDUCATION AND LITERACY SERVICE PLAN COVER SHEET</b></p>
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TYPED NAME & TITLE OF AUTHORIZED SIGNATORY	Dr. Angélica Ramsey, Superintendent Fort Worth Independent School District
SIGNATURE & DATE	 Oct 26, 2022

**FWISD 2022-2023 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, 2022.**

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to provide the following services during the 2022-2023 year:

Total Number of Students Served 2665

- 2,405 Traditional
- 150 IET
- 110 Intensive

FWISD AEL in-person and remote classes will continue to provide traditional ABE/ASE, ESL, IET and Intensive services to students across Tarrant County. Our Workplace Literacy sites JC Penny, Gaylord Texans and TCU will continue to serve employees HSE and ESL needs. FWISD is currently working to add two additional workplace sites to increase our intensive goal. We also plan to add two new IET classes for the 2022-2023 program year. The Director and Performance Quality Assurance Coordinator will oversee; monitor to ensure that the 65% benchmark is met by December 31, 2022. 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 remote and in-person registration monthly or biweekly if needed. 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 October 1, 2022, however we have a part-time staff person assisting with follow-up duties.

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.

#### 8. 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 2022-2023 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.**

2019-2020 we expanded our IETs enrollment and added a new workplace location Hollingsworth with our traditional AEL classes. We enrolled 2,920 prior to COVID 19 with 2,397 participating. In April 2020 all our AEL classes became remote due to the pandemic, and we lost students due to remote learning. Students were not comfortable with virtual instruction only, and some didn't have technology to attend the class remotely. We were able to retain 1,261 students from March 2020-June 2020 attending remote classes. We completed the school year with 59 students receiving an IET through one of our training programs. Which included CNA 23 completions, CDL 29 completions, MOS 2 completions and Phlebotomy had 5 completions.

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.**

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 almost two years of experience in this position. She was a full-time adult education teacher that has 11 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 8 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 knowledge of AEL policy and procedures.*

**Professional Development Coordinator:** Oversees professional development providing equitable distribution of services to instructors and students. He will also be responsible for entering PD in TEAMS, while ensuring staff meet their PD requirement each year. He will be responsible for updating the site schedule for the call center. He has an education background of at least 7

years teaching and working in student support services on a campus level.

**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 served 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 11 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 15 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:**
  - 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.
  - 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

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### 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.



Oct 26, 2022

Signature

Date

Angélica M Ramsey, Ed.D. , Superintendent

Typed or Printed Name and Title of Authorized Representative

Fort Worth ISD

Organization

100 N University Drive

Address

Fort Worth, TX 76107

City, State, Zip Code



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS WESLEYAN UNIVERSITY TO PROVIDE ATHLETIC TRAINING STUDENTS FIELD AND CLINICAL EXPERIENCE**

**BACKGROUND:**

According to the Texas Department of Licensing and Regulating, “Athletic trainers provide a form of health care that includes preventing, recognizing, assessing, managing, treating, disposing of, and reconditioning athletic injuries.” Fort Worth ISD employs twenty-nine Texas-licensed athletic trainers to care for the health and safety of our student athletes. Prior to taking the Board Examination, athletic trainers are required to obtain diverse field or clinical experience beyond the collegiate athletic setting of the institution in which they attend as part of their degree plan and the educational process. Universities seek partnerships and affiliations with school districts to provide their athletic training students field experience in interscholastic athletic settings.

Arlington Heights High School has previously served as a location for field and clinical experience by university athletic training students. The campus veteran athletic trainer has previously and successfully served as a preceptor for Texas Wesleyan University’s and Abilene Christian University’s athletic training programs and students. Texas Wesleyan University again seeks to partner with Fort Worth ISD, specifically Arlington Heights High School, to foster the education of students enrolled in their Athletic Training program. The agreement is for the academic school year of 2022 - 2023 and involves no cost for services rendered or offered by either party.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Affiliation Agreement Between Fort Worth Independent School District and Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience
2. Decline to Approve Affiliation Agreement Between Fort Worth Independent School District and Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Affiliation Agreement Between Fort Worth Independent School District and Texas Wesleyan University to Provide Athletic Training Students Field and Clinical Experience

**FUNDING SOURCE:**      *Additional Details*

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Wesleyan University

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

*InterLocal (IL) – Price Quote and IL Contract Summary Required*

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

Arlington Heights High School

**RATIONALE:**

This agreement will allow Fort Worth ISD to promote learning through an external organization. Fort Worth ISD will provide the university athletic training students an educational experience not available in the locale of their university. Fort Worth ISD benefits by creating a potential pool of qualified athletic trainer applicants for any future vacancies.

**INFORMATION SOURCE:**

Jerry Moore

**TEXAS WESLEYAN UNIVERSITY**  
***Affiliated Site Agreement***  
**2022-2023 Academic School Year**  
**1 Student Each Semester**

This agreement is between Texas Wesleyan University hereafter referred to as the University and **Fort Worth Independent School District** referred to as the Clinical Site. The term of this (Print name of your company or organization) Agreement shall begin on August 1<sup>st</sup>, 2022 and end on May 31<sup>st</sup>, 2023; the 2022-2023 Academic School Year.

**I. PURPOSE AND DESCRIPTION**

The purpose of this agreement is established to provide a program of supervised clinical education for athletic training students of the University under the following terms and conditions. This program also provides an opportunity for students to become involved in early career exploration.

**II. TEXAS WESLEYAN UNIVERSITY RESPONSIBILITIES**

- A) The University will appoint a clinical coordinator to serve as liaison with the Clinical Site on matters relating to the student or this agreement.
- B) The clinical coordinator will work with the Clinical Site to develop positions, which meet the Clinical Site's staffing needs, as well as the personal, educational, and professional needs of students.
- C) The University shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous clinical education experiences. The University shall retain general responsibilities for content and methods of instruction, supervision, control, evaluation and related matters concerning the structure of the clinical education program and student admission to, dismissal from and participation in and faculty appointments to the clinical education program.
- D) The University shall inform the Clinical Site of the level of training the students have received prior to this placement. The University shall provide the Clinical Site with current information about its curriculum and clinical education goals.
- E) The University will require all participating Athletic Training students and University faculty members to carry health and professional liability insurance or the equivalent in amounts satisfactory to the Clinical Site and to provide evidence of such insurance upon request of the Clinical Site.
- F) The University will notify the student that he or she is responsible for:
  - 1) Respecting the confidentiality of information regarding patients and clients of the Clinical Site, and their records in accordance with the Clinical Site's policies and procedures.
  - 2) Adhering to the policies and procedures of the Clinical Site.
  - 3) Providing appropriate uniform where required.
  - 4) Arranging for his/her own transportation/parking.
  - 5) Immunizations where required.
  - 6) Background checks where required.
  - 7) Liability insurance where required.

### III. CLINICAL SITE RESPONSIBILITIES

- A) The Clinical Site shall provide a planned, supervised program of clinical education based on objectives compatible with those of the University.
- B) Qualified personnel will be provided by the Clinical Site to supervise the students directly during the clinical experience. The Clinical Site shall designate a staff member (the Clinical Site Coordinator) who will be responsible for working with the University and its faculty to coordinate and direct the clinical education program and the students' clinical experience.
- C) The Clinical Site agrees that all clinical preceptors must be physically present with students at all times and that students shall not take the place of professional staff.
- D) The Clinical Site agrees to have all certified athletic trainers responsible for supervising student's clinical education, satisfactorily complete a Clinical Preceptor Workshop that will be provided by the University.
- E) The Clinical Site Coordinator will provide an orientation to the students on the administrative policies, standards and practices, and of the Clinical Site. The Clinical Site will assume responsibility for actions of the students while they are under supervision during their clinical experience.
- F) The Clinical Site agrees to inform both the University and the student concerning the student's level of clinical growth and competence and to complete one or more evaluation reports on forms to be provided by the University. The evaluation process will be completed during a conference between the supervisor and the student.
- G) The Clinical Site will permit periodic inspection by the University and accrediting agencies of its facilities, documentation of calibrations and safety checks, emergency action plans, and exposure control measures.

### IV. MUTUAL RESPONSIBILITIES

- A) The parties will work together to maintain an environment of quality practical learning experiences and quality educational participation. At the insistence of either party a meeting or conference will be promptly held between the Clinical Site Coordinator and University Clinical Coordinator.
- B) It is mutually agreed that no person shall be subject to unlawful discrimination of race, color, religion, sex, national origin, age, veteran status, and/or disability in connection with the program.
- C) This Agreement may be modified by written amendment signed by duly authorized representatives of each party.
- D) Either party upon 60 days written notice may terminate this agreement without cause. Such termination shall not take effect, however, until the students already accepted for placement in the Program have completed their scheduled clinical training period.
- E) The University reserves the right to withdraw a student from the Clinical Site should the welfare of the student be compromised or if the facility does not maintain agreed upon conditions.
- F) The student will only be allowed to participate on site for a maximum of 350 hours.
- G) This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.
- H) If any portion of this Agreement, shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect."
- I) This Agreement is the final agreement of the parties; it supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties that relate to the subject matter of this Agreement."

This agreement shall be effective when all signatory authorities have signed and agreed upon responsibilities above.

**TEXAS WESLEYAN UNIVERSITY**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

*Signatory Authority for UNIVERSITY*

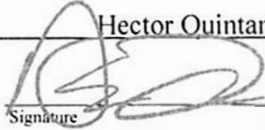
*Signatory Authority for AFFILIATED CLINICAL SITE*

Title: Provost/Vice President of Academic Affairs

Title: \_\_\_\_\_

Name: Hector Quintanilla, PhD, CPA

Name: \_\_\_\_\_

 8/1/22  
Signature Date

\_\_\_\_\_  
Signature Date

**ATHLETIC TRAINING PROGRAM**

**ARLINGTON HEIGHTS HIGH SCHOOL**

*Signatory Authority for ATP SITE*

Signatory Authority for AFFILIATED CLINICAL

Title: ATP Program Director

Title: PRINCIPAL

Name: Pamela Rast, PhD., LAT, ATC

Name: SARAH WEEKS


 7/12/2022  
Signature Date

 8/24/22  
Signature Date

*Preceptor Signature*

Title: ATHLETIC TRAINER

Name: KATHY MARTINO

 8/24/22  
Signature Date

**ATP Physical Address:**

Kinesiology Department  
Athletic Training Program  
1100 Collard Street  
Fort Worth, TX 76105

**Clinical Site Address:**

Arlington Heights High School (Fort Worth ISD)  
4501 West Freeway  
Fort Worth, TX 76107  
Main Phone: (817) 815-1000

Any questions regarding *athletic training education* please refer to:

**Pamela Rast, PhD, LAT, ATC** or  
ATP Director  
Department of Kinesiology  
Texas Wesleyan University  
1201 Wesleyan  
Fort Worth, Texas 76105  
817-531-4876  
[prast@txwes.edu](mailto:prast@txwes.edu)

**Christina Kelley, MA, LAT, ATC**  
ATP Coordinator of Clinical Education  
Department of Kinesiology  
Texas Wesleyan University  
1201 Wesleyan  
Fort Worth, Texas 76105  
817-531- 7526  
[cdkelly@txwes.edu](mailto:cdkelly@txwes.edu)

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:        **AUTHORIZE SUPERINTENDENT TO SIGN LETTER OF SUPPORT FOR FOREIGN-TRADE ZONE STATUS FOR TTI, INC. FOR INCLUSION IN SUBZONE EXPANSION APPLICATION****

**BACKGROUND:**

The District has been provided information regarding an application by Alliance Corridor, Inc., Grantee of Foreign-Trade Zone No. 196, for a Subzone Expansion Application, specifically Subzone 196A, on behalf of TTI, Inc. for Foreign-Trade Zone (FTZ) activation. The subzone expansion site is located at 4501 North Freeway, Fort Worth, Texas and is within the District's taxing jurisdiction. As part of the Subzone Expansion Application, TTI requests letters of support from various taxing jurisdictions for this FTZ designation. To date, Tarrant County and the City of Fort Worth have provided letters of support for this project; TTI is also requesting a similar letter from the District.

The District recognizes the importance of international trade in its community and understands that under Texas state law, activated Foreign-Trade Zones within the District may be able to access certain property tax exemptions as they relate to the District's ad valorem taxes. According to the company, "TTI continues to grow and expand in Fort Worth, which will initially provide an additional 10-20 new jobs and potentially up to 40, depending on demand trends. In addition to the real property, the facility will require approximately \$600,000 in equipment which will further directly and positively impact the tax revenue of each entity with which TTI is seeking concurrence for the FTZ. Based on global demand for its products and services, the FTZ will enable TTI to experience continued growth, add new jobs, expanded market share, and play an increasing role in the global supply chain for TTI and other customers." With the additional expansion, the company will expand its ability to house additional inventory that would be subject to ad valorem taxes. The inclusion of TTI's expansion site into the FTZ would cause this inventory to fall within the current FTZ area and federal exemption from taxation. Additionally, in the state of Texas, an additional freeport exemption further removes certain property from taxation. The difference between the two (2) would be the exemption that TTI would benefit from if the FTZ application is approved. Preliminary estimates indicate that it would be approximately 6% of the assessed valuation of the inventory on-hand.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Authorize Superintendent to Sign Letter of Support for Foreign-Trade Zone Status for TTI, Inc. for Inclusion in Subzone Expansion Application
2. Decline to Authorize Superintendent to Sign Letter of Support for Foreign-Trade Zone Status for TTI, Inc. for Inclusion in Subzone Expansion Application
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Authorize Superintendent to Sign Letter of Support for Foreign-Trade Zone Status for TTI, Inc. for Inclusion in Subzone Expansion Application

**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:**

Division of Business and Finance

**RATIONALE:**

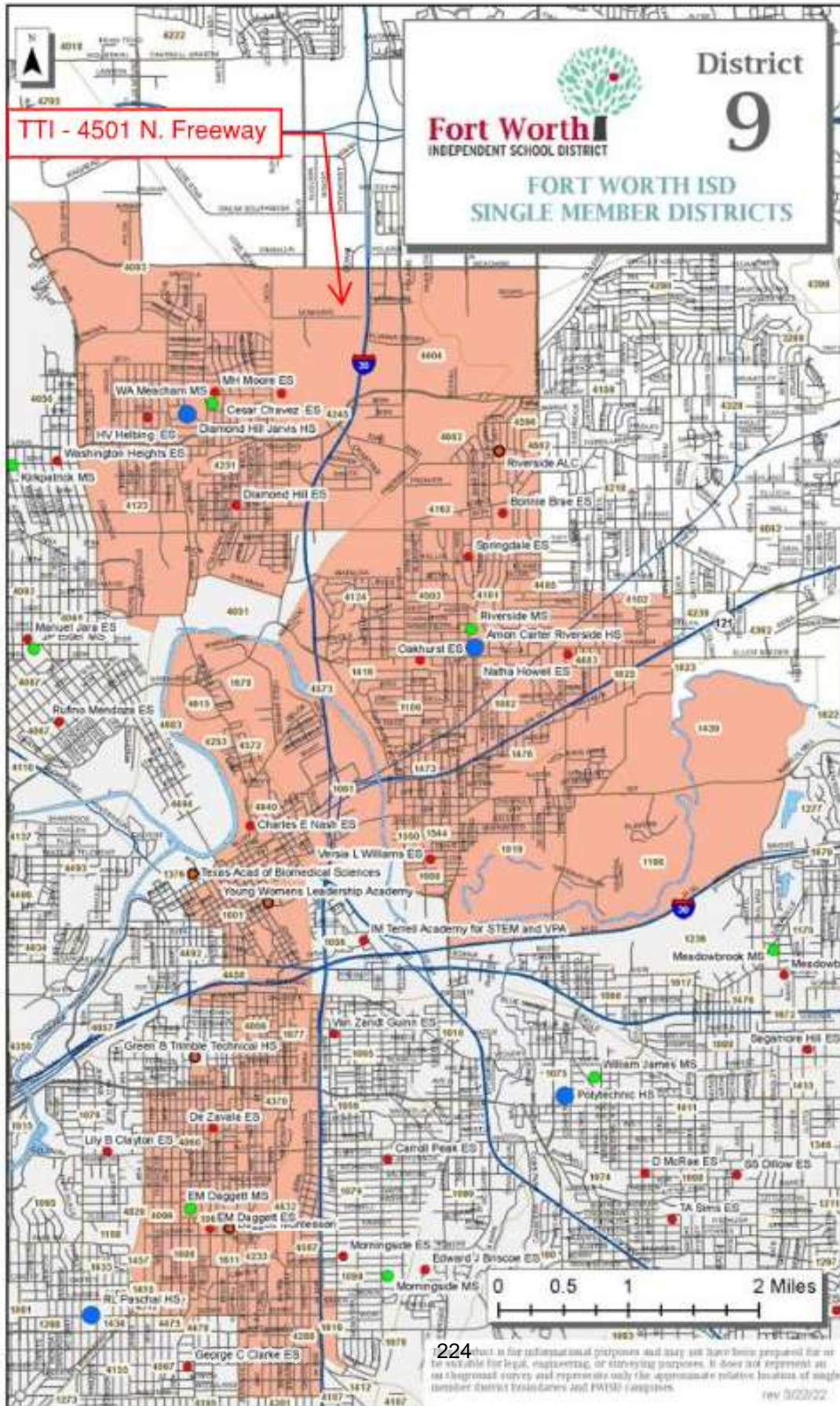
The Fort Worth Independent School District does not object to Foreign-Trade Zone (FTZ) status for TTI, Inc. at the aforementioned location, and is supportive of this FTZ designation.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



SITE LOCATION - FWISD DISTRICT 9



224 This map is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an as-built survey and represents only the approximate relative location of single member district boundaries and FWISD campuses.  
rev 0/2/22

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE RESOLUTION RECOGNIZING AND CELEBRATING THE UNITED WAY OF TARRANT COUNTY CENTENNIAL ANNIVERSARY**

**BACKGROUND:**

The United Way of Tarrant County’s mission is to provide leadership and harness resources to solve Tarrant County’s toughest social challenges. This organization employs strategies throughout the community that help families achieve financial stability, address health concerns, and send children to school with the emotional and material support that allows them to thrive. Fort Worth ISD has received multiple grants from United Way of Tarrant County to support childhood literacy programs and secondary initiatives that prepare students for college and careers.

November of 2022 marked 100 years the United Way of Tarrant County has evolved to meet the needs of the times for individuals world-wide including our students here in Fort Worth ISD.

**STRATEGIC GOAL:**

3 – Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary
2. Decline to Approve Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary

**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:**

The United Way of Tarrant County has a long history of investing in Fort Worth ISD and helping our students in meaningful ways.

**INFORMATION SOURCE:**

Karen Molinar

**BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RESOLUTION  
CELEBRATING THE UNITED WAY CENTENNIAL ANNIVERSARY**

**Whereas,** United Way of Tarrant County’s mission is to provide leadership and harness resources to solve Tarrant County’s toughest social challenges; and

**Whereas,** for 100 years has evolved to meet the needs of the times for individuals world-wide including our students here in Fort Worth ISD; and

**Whereas,** employs strategies throughout the community that help families achieve financial stability, address health concerns, and send children to school with the emotional and material support that allows them to thrive; and

**Therefore,** the Board of Trustees of the Fort Worth Independent School District does hereby resolve to recognize and celebrate the United Way of Tarrant County Centennial Anniversary throughout the District.

The Resolution being read, **MOTION** was made by \_\_\_\_\_, seconded by \_\_\_\_\_ that the Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary be passed, approved and adopted.

**FOR:** \_\_\_\_\_

**AGAINST:** \_\_\_\_\_

The above Resolution Recognizing and Celebrating the United Way of Tarrant County Centennial Anniversary was approved and adopted at a regular meeting that the Board of Education held on the 24<sup>th</sup> of January 2023.

\_\_\_\_\_  
Tobi Jackson, President  
Board of Education  
Fort Worth Independent School District

ATTEST:

\_\_\_\_\_  
Carin “CJ” Evans, Secretary  
Board of Education  
Fort Worth Independent School District

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT AUTHORIZING  
THE LEASE OF REAL PROPERTY AND MINERAL INTERESTS**

**BACKGROUND:**

There is current interest in the mineral interests on a plot of land the District owns. Because of the current price of natural gas, it is advisable for the Board to consider soliciting potential oil and gas leases for the said plot.

Minerals in land belonging to a district may be sold to any person. The sale must be authorized by a resolution adopted by majority vote of the Board. Education Code 11.153(a)–(b)

After the Board determines that it is advisable to lease land belonging to the District, it shall give notice of its intention to lease the land. After the adoption of a resolution authorizing the sale, the School Board President may execute an oil or gas lease or sell, exchange, or convey the minerals. The mineral deed or lease must recite the approval of the resolution of the Board authorizing the sale. Education Code 11.153(c)

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing the Lease of Real Property and Mineral Interests
2. Decline to Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing the Lease of Real Property and Mineral Interests
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution of the Board of Trustees of the Fort Worth Independent School District Authorizing the Lease of Real Property and Mineral Interests

**FUNDING SOURCE:**        **Additional Details**

Not Applicable

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

Not Applicable

**RATIONALE:**

By approving this resolution, the Board can solicit potential leases and select the vendor that would benefit the District.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**THE BOARD OF TRUSTEES OF  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING LEASE OF REAL PROPERTY AND MINERAL  
RIGHTS**

WHEREAS, Texas Education Code §11.153 requires that any sale of minerals must be authorized by a resolution adopted by a majority vote of the Board of Trustees of the Fort Worth Independent School District;

WHEREAS, The Board of Trustees of the Fort Worth Independent School District wishes to solicit proposals for an oil and gas lease at the following property:

**Property**

A 14.48-acre tract of land, more or less, out of the E. Wilburn Survey, A-1679 and the H. Covington Survey, A-256, Tarrant County, Texas, being the Westpark Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-26, Page 37 of the Plat Records of Tarrant County, Texas being more particularly described in that certain General Warranty Deed from Sharpstown Leasing Company, Ltd. to Fort Worth Independent School District recorded in Volume 13589, Page 148 of the Deed Records of Tarrant County, Texas.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees has determined that the Property and mineral rights should be advertised for lease pursuant to §71.005 of the Natural Resources Code, such that the Notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county;

RESOLVED that the Board of Trustees has determined that the Fort Worth ISD shall retain a royalty amount of all produced minerals at no less than 25% of the total (the "Royalty Amount");

RESOLVED, that the Board of Trustees has determined that the Property and mineral rights should be leased to the highest bidder who submits a sealed bid that is greater than or equal to the Royalty Amount;

RESOLVED, that the Board of Trustees authorizes the Superintendent to publish the notice of the proposed lease to the general public in a newspaper of general circulation in accordance with §71.005 of the Natural Resources Code, such that the notice shall be published once a week for three consecutive weeks in a newspaper published in the county and with general circulation in the county;

RESOLVED, that the Board of Trustees authorizes the Superintendent to receive sealed bids up to 14 days after the final publication date of the notice, at which time the bidding period will be closed;

RESOLVED, that the Board of Trustees authorizes the Superintendent to open the sealed bids at 5:00 p.m. on the 14th day after the final publication of the notice and to present said bids to the Board of Trustees;

RESOLVED, that it is hereby found, determined, and declared that sufficient written notice of the date, time, place, and subject of the meeting of the Board of Trustees of the Fort Worth Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves, and confirms such written notice and posting thereof.

Date: January \_\_\_\_, 2023

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
President - Board of Trustees  
Fort Worth Independent School District

ATTEST:

\_\_\_\_\_  
Secretary - Board of Trustees  
Fort Worth Independent School District



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF VIRTUAL JAPANESE LANGUAGE  
INSTRUCTION**

**BACKGROUND:**

The World Languages Institute (WLI) offers Japanese as one of the language pathways available to students. A vacancy materialized that jeopardized the continuity of the chosen language pathway of our students. In the fall, a blended – learning instructional model was installed that involved an in-person substitute teacher that speaks Japanese, and the accredited online Japanese classes provided through Proximity Learning. The model has worked to mitigate the lack of a certified teacher in the classroom while also providing quality Japanese language instruction to our students. A suitable candidate has not been identified for the Spring Semester; therefore, the model will be extended for the rest of this school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Virtual Japanese Language Instruction
2. Decline to Approve Purchase of Virtual Japanese Language Instruction
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Virtual Japanese Language Instruction

**FUNDING SOURCE:       *Additional Details***

Special Revenue                      282-11-6299-0VL-084-24-950-000417-22F32

**COST:**

\$33,728.24

**VENDOR:**

Proximity Learning, Inc.

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

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

World Language Institute

**RATIONALE:**

The support is needed to ensure the continuity of Japanese Language instruction at WLI.

**INFORMATION SOURCE:**

David Saenz

## CONSENT AGENDA ITEM

### BOARD MEETING

January 24, 2023

**TOPIC:**       **APPROVE FIRST READING - REVISIONS TO BOARD POLICIES  
CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL),  
FFAA(LOCAL) AND GBAA(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:**

- CDA(LOCAL): TASB-recommended revisions- House Bill 2706 allows investment of bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act and in accordance with relevant statutory provisions and the District’s local investment policy
- CQC(LOCAL): Unique provisions addressing acquisition and allocation of technology equipment and software, along with locally developed text addressing receipt of donated technology equipment, have been moved to this new policy from CQ(LOCAL) with no changes
- EHBB(LOCAL): House Bill 1525 removed the statutory requirement for a district to annually certify to the commissioner of education that the district’s gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students
- EI(LOCAL): Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester”
- FFAA(LOCAL): Standard TASB policy- recommended revisions address a UIL rule requiring students who are participating in marching band to receive a pre-participation physical in accordance with the schedule established by the UIL
- GBAA(LOCAL): Standard-TASB policy- Senate Bill 494 permits the Board of a district impacted by a catastrophe to temporarily suspend the Public Information Act

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve First Reading - Revisions to Board Policies CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL), FFAA(LOCAL) and GBAA(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL), FFAA(LOCAL) and GBAA(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Reading - Revisions to Board Policies CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL), FFAA(LOCAL) and GBAA(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 these policies will update the language as recommended by TASB and/or District personnel.

**INFORMATION SOURCE:**

Karen Molinar

**POLICY RECOMMENDATION SUMMARY PAGE FOR**  
**January 24, 2023 BOARD MEETING: 1st Reading**

- **CDA(LOCAL)**: TASB-recommended revisions- House Bill 2706 allows investment of bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act and in accordance with relevant statutory provisions and the District's local investment policy
- **CQC(LOCAL)**: Unique provisions addressing acquisition and allocation of technology equipment and software, along with locally developed text addressing receipt of donated technology equipment, have been moved to this new policy from CQ(LOCAL) with no changes
- **EHBB(LOCAL)**: House Bill 1525 removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students
- **EI(LOCAL)**: Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester"
- **FFAA(LOCAL)**: Standard TASB policy- recommended revisions address a UIL rule requiring students who are participating in marching band to receive a pre-participation physical in accordance with the schedule established by the UIL
- **GBAA(LOCAL)**: Standard-TASB policy- Senate Bill 494 permits the Board of a district impacted by a catastrophe to temporarily suspend the Public Information Act

**Investment Authority**

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, [including bond proceeds and pledged revenue to the extent allowed by law](#), in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.
6. No-load [mutual funds, except for bond proceeds, and no-load money market mutual funds](#), ~~and no-load mutual funds~~ as permitted by Government Code 2256.014.
7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
8. Public funds investment pools as permitted by Government Code 2256.016.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No indi-

vidual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and Maturity**

The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed five years from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done ~~monthly or~~ ~~monthly or~~ more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield. The District shall invest in maturities for a minimum period of one year, but not to exceed a period of five years.

Operating Funds



OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
<b>Custodial Agency Funds</b>	Investment strategies for custodial agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
<b>Debt Service Funds</b>	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.
<b>Capital Project Funds</b>	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations.
<b>Food Service Funds</b>	Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
<b>Internal Service Funds</b>	Investment strategies for internal service funds shall have as their primary objective sufficient liquidity to meet on a timely basis both short- and long-term cash flow requirements.
<b>Safekeeping and Custody</b>	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<b>Sellers of Investments</b>	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
<b>Soliciting Bids for CDs</b>	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
<b>Interest Rate Risk</b>	To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final

and weighted-average-maturity limits and diversification at fiscal year-end.

The District shall monitor interest rate risk using weighted average maturity and specific identification at fiscal year-end.

### **Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

### **Portfolio Report**

~~In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and activity shall be presented annually to the Board.~~

### **Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

### **Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

TECHNOLOGY RESOURCES  
EQUIPMENT

CQC  
(LOCAL)

**Allocations**

Technology shall be allocated to meet the requirements and guidelines of the District's technology plan. All acquisitions of technology, both hardware and software, shall be reviewed and coordinated by the division of technology and conform to the District's established technology acquisition standards. Exceptions to the standards shall be reviewed and approved by the District technology committee.

**Donations**

Technology donations shall be coordinated through the division of technology. Donations shall meet the approved minimum standards.

Although donated equipment may be configured to run on the District-wide area network, the division of technology shall not guarantee that all District-approved applications will run on donated equipment.

<b>Referral</b>	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent for any special testing or individual assessment conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
<b>Identification Criteria</b>	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
<b>Assessments</b>	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
<b>Selection</b>	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
<b>Notification</b>	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

<b>Reassessment</b>	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
<b>Transfer Students</b>	When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.
Interdistrict	[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]
Intradistrict	A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.
<b>Furloughs</b>	The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.  In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.
<b>Exit Provisions</b>	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

administrators, teachers, [school](#) counselors, students in the gifted and talented program, and the community.

### Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

### Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of Coursework Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only ~~half~~ ~~one semester~~ of a ~~two-semester~~ course and the combined grade for ~~both halves the two semesters~~ is lower than 70, the District shall award the student credit for the ~~half~~ ~~semester~~ with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

**Full Credit**

When a student's combined average for the two semesters of a course is 70 or higher, the student shall be awarded credit for both semesters even if the grade for one semester is below 70.

**Required Medical  
Clearance**  
~~UIL  
Participation~~

Prior to participating in a designated ~~A student desiring to participate in the~~ University Interscholastic League (UIL) ~~athletic~~ program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit ~~annually~~ a statement from ~~an authorized~~ a health-care provider ~~authorized under UIL rules~~ indicating that the student has been examined and ~~medically cleared~~ ~~is physically able~~ to participate in the ~~athletic~~ program.

**Additional Screening**

The District may provide additional screening as District and community resources permit.

**Referrals**

Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.

Notice of Lice

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.



**Charging for  
Personnel Time**

As authorized by law, the District shall charge a ~~requester~~requester for additional personnel time spent producing information for the ~~requester~~requester after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
1. 15 hours of time during a one-month period.

**Suspension of  
Public Information  
Act During  
Catastrophe**

2. In the event of a catastrophe, as defined by law, affecting the District, the Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the period of time permitted by law and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**January 24, 2023**

**TOPIC:        **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES  
DMD(LOCAL) AND FFB(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:**

- DMD(LOCAL): Policy recommended for deletion: Administrative details regarding professional meetings are not required in the Board, and the information will be added to DMD(REGULATION).
- FFB(LOCAL): New standard-TASB policy to address Senate Bill 11, which requires boards to adopt policy and procedures regarding threat assessment and safe and supportive teams.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading - Revisions to Board Policies DMD(LOCAL) and FFB(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 these policies will update the language as recommended by TASB and/or District personnel.

**INFORMATION SOURCE:**

Karen Molinar

**POLICY RECOMMENDATION SUMMARY PAGE FOR  
January 24, 2023 BOARD MEETING: 2nd Reading**

- **DMD(LOCAL):** Policy recommended for deletion: Administrative details regarding professional meetings are not required in Board, and the information will be added to DMD(REGULATION).
  
- **FFB(LOCAL):** New standard-TASB policy to address Senate Bill 11, which requires boards to adopt policy and procedures regarding threat assessment and safe and supportive teams.

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See DMA, DMC]

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent or designee may grant an employee who is an officer or committee member or an officially elected delegate of a District, state, or national professional education association/organization a maximum of two days per year of released time from his or her duties at no loss of pay, and one day per year of released time from his or her duties at loss of substitute's pay to attend a professional education association/organization workshop, conference, convention, meeting, or activity.~~

~~Employees who are not officially elected delegates, officers, or committee members of a professional education association/organization, or an employee who has already used three days (see above) may attend a professional education association/organization workshop, conference, convention, meeting or activity at the loss of a full day's pay.~~

~~The request for temporary absence from duty for professional reasons shall be made on Form 905 with an attached letter that explains how such released time shall benefit the District.~~

Superintendent  
Request

~~The Superintendent may request the attendance of members of the professional staff or other employees at additional meetings or conferences when such attendance has potential value for the District. Such employees shall attend these meetings at the District's expense and without loss of salary.~~

**Special Groups**

~~The Superintendent may approve the attendance of special groups of school employees at professional meetings or conventions in Fort Worth or nearby cities when such attendance would benefit the District. Such employees shall attend these meetings at their own expense except for the cost of a substitute if one is required.~~

Superintendent  
Approval

~~Requests and recommendations for the attendance of personnel at professional meetings shall be approved by the Superintendent or designee.~~

**Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required inservice purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval~~

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

~~shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that shall assist the District in improving the instructional program. [See DMD(REGULATION)]~~

**Professional Trips**

~~Within budgetary allocations, members of the central office administrative and supervisory staff may attend one professional meeting a year without loss of salary and with reasonable expenses paid by the District. [See DEE]~~

~~Also, within budgetary allocations, a quota of principals from the elementary division and a quota of principals from the secondary divisions may attend one state, regional or national meeting without loss of salary and with reasonable travel expenses paid by the District. A quota of assistant principals may attend one state meeting without loss of salary and with reasonable travel expenses paid by the District.~~

~~Local professional organizations may send one representative to one approved state, regional, or national meeting providing they pay the cost of a substitute. Travel expenses shall not be paid by the District.~~

~~Members of professional organizations who hold state or national offices of president or president elect may be away from their assignments to attend to the business of their offices providing they pay the cost of a substitute. Travel expenses shall not be paid by the District.~~

~~Official sponsors of approved school organizations may be absent from their duties to attend approved meetings without loss of salary. The teacher's replacement shall be furnished by the District.~~

~~Requests and recommendations for the attendance of personnel at professional meetings shall be approved by the Superintendent or designee.~~

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
DECEMBER 31, 2022**

**BACKGROUND:**

The 2022-2023 General Fund was initially adopted on June 28, 2022. During the month of December 31, 2022, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District Operations.

Once amendments have Board approval, they will be posted to the General Ledger.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Amendment for the Period Ended December 31, 2022
2. Decline to Approve Budget Amendment for the Period Ended December 31, 2022
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended December 31, 2022

**FUNDING SOURCE:        Additional Details**

General Fund                      Not Applicable

**COST:**

Not Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not a Purchase*

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

Campuses and Departments as necessary

**RATIONALE:**

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**General Fund  
Budget Amendment  
2022-2023**

	<b>Consolidated General Fund 2022-2023 Amended Budget 11/30/2022</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2022-2023 Amended Budget 12/31/2022</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	485,767,032	\$0	\$485,767,032
5800 State Revenue	260,945,145	0	260,945,145
5900 Federal Revenue	29,419,955	0	29,419,955
7900 Other Sources	3,000,000	0	3,000,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$779,132,132</b>	<b>\$0</b>	<b>\$779,132,132</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$457,646,808	(\$537,823)	\$457,108,985
12 Instruction Resources and Media Services	\$12,680,318	(\$7,358)	\$12,672,960
13 Curriculum and Instructional Staff Development	\$11,797,299	\$44,963	\$11,842,262
21 Instructional Administration	\$17,059,841	\$155,130	\$17,214,971
23 School Administration	\$52,191,333	\$32,160	\$52,223,493
31 Guidance and Counseling Services	\$48,106,255	\$94,526	\$48,200,781
32 Social Work Services	\$5,189,759	(\$30)	\$5,189,729
33 Health Services	\$11,804,353	\$0	\$11,804,353
34 Student Transportation	\$38,819,044	\$300,000	\$39,119,044
35 Food Services	\$645,192	\$3,400	\$648,592
36 Cocurricular/Extracurricular Activities	\$19,706,520	\$29,302	\$19,735,822
41 General Administration	\$23,931,242	\$132,560	\$24,063,802
51 Plant Maintenance and Operations	\$101,332,835	(\$455,789)	\$100,877,046
52 Security and Monitoring Services	\$14,035,648	\$0	\$14,035,648
53 Data Processing Services	\$32,132,144	\$90,064	\$32,222,208
61 Community Services	\$5,112,839	\$32,393	\$5,145,232
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,521,960	\$86,502	\$9,608,462
95 Payments to Juvenile Justice Alt Ed Program	\$97,629	\$0	\$97,629
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,000,000	\$0	\$3,000,000
<b>Total Budgeted Expenditures</b>	<b>\$867,811,019</b>	<b>\$0</b>	<b>\$867,811,019</b>
<b>Total Deficit</b>	<b>(\$88,678,887)</b>	<b>(\$0)</b>	<b>(\$88,678,887)</b>
Beginning Fund Balance (Audited)	351,232,352		351,232,352
Fund Balance-Ending (Unaudited)	<b>\$262,553,465</b>		<b>\$262,553,465</b>

December 31, 2022 Budget Amendment		Increase	Decrease	Net Effect
<b>Function</b>	<b>Expenses</b>			
11	Fund 199-transfer to several functions to provide funding for SB 1882 contract with Phalen for miscellaneous contracted services		350,164	
	Fund 199-transfer to function 31 for gifted and talented testing materials		92,000	
	Fund 199-transfer to a few functions to move funding around for upcoming summer school expense		54,200	
	Campus/Dept. normal course of District operations		41,459	
	<b>Overall effect on Function 11</b>	<b>0</b>	<b>537,823</b>	<b>(537,823)</b>
12	Campus/Dept. normal course of District operations		7,358	
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>7,358</b>	<b>(7,358)</b>
13	Campus/Dept. normal course of District operations	44,963		
		<b>44,963</b>	<b>0</b>	<b>44,963</b>
21	Fund 199-transfer from function 11 to provide funding for SB 1882 contract with Phalen for miscellaneous contracted services	119,358		
	Campus/Dept. normal course of District operations	35,772		
	<b>Overall effect on Function 21</b>	<b>155,130</b>	<b>0</b>	<b>155,130</b>
23	Campus/Dept. normal course of District operations	32,160		
	<b>Overall effect on Function 23</b>	<b>32,160</b>	<b>0</b>	<b>32,160</b>
31	Fund 199-transfer from function 11 for gifted and talent testing materials	92,000		
	Campus/Dept. normal course of District operations	2,526		
	<b>Overall effect on Function 31</b>	<b>94,526</b>	<b>0</b>	<b>94,526</b>
32	Campus/Dept. normal course of District operations		30	
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>30</b>	<b>(30)</b>
34	Fund 199-transfer from function 51 to provide additional funding for McKinney Vento student shuttle services	300,000		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 34</b>	<b>300,000</b>	<b>0</b>	<b>300,000</b>
35	Campus/Dept. normal course of District operations	3,400		
	<b>Overall effect on Function 35</b>	<b>3,400</b>	<b>0</b>	<b>3,400</b>
36	Campus/Dept. normal course of District operations	29,302		
	<b>Overall effect on Function 36</b>	<b>29,302</b>	<b>0</b>	<b>29,302</b>
41	Fund 199-transfer from function 11 to provide funding for SB 1882 contract with Phalen for miscellaneous contracted services	132,560		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 41</b>	<b>132,560</b>	<b>0</b>	<b>132,560</b>
51	Fund 199-transfer to function 34 to provide additional funding for McKinney Vento student shuttle services		300,000	
	Fund 198-transfer to function 81 for additional funding for roof replacement at Paschal HS.		111,802	
	Campus/Dept. normal course of District operations		43,987	
	<b>Overall effect on Function 51</b>	<b>0</b>	<b>455,789</b>	<b>(455,789)</b>
53	Fund 199-transfer from function 51 for the ServiceNow contract renewal	138,048		
	Campus/Dept. normal course of District operations		47,984	
	<b>Overall effect on Function 53</b>	<b>138,048</b>	<b>47,984</b>	<b>90,064</b>
61	Campus/Dept. normal course of District operations	32,393		
	<b>Overall effect on Function 61</b>	<b>32,393</b>	<b>0</b>	<b>32,393</b>
81	Fund 198-transfer from function 51 for additional funding for roof replacement at Paschal HS.	111,802		
	Campus/Dept. normal course of District operations		25,300	
	<b>Overall effect on Function 81</b>	<b>111,802</b>	<b>25,300</b>	<b>86,502</b>
	<b>Total</b>	<b>1,074,284</b>	<b>1,074,284</b>	<b>0</b>

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**SUMMARY OF 2022-2023 BUDGET AMENDMENTS  
CONSOLIDATED GENERAL FUND**



	ORIGINAL	ADD/ SUBTRACT	8/31/2022	ADD/ SUBTRACT	9/30/2022	ADD/ SUBTRACT	10/31/2022	ADD/ SUBTRACT	11/30/2022	ADD/ SUBTRACT	12/31/2022
<b>Revenue and Other Sources</b>											
5700 Local Revenue	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032
5800 State Revenue	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145
5900 Federal Revenue	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955
7900 Other Sources	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>779,132,132</b>	<b>\$ -</b>	<b>779,132,132</b>	<b>\$ -</b>	<b>779,132,132</b>	<b>\$ -</b>	<b>779,132,132</b>	<b>\$ -</b>	<b>779,132,132</b>
<b>Expenditures</b>											
11 Instruction	\$ 451,199,513	\$835,642	452,035,155	\$ 6,046,650	\$ 458,081,805	\$ (224,829)	\$ 457,856,976	\$ (210,168)	\$ 457,646,808	\$ (537,823)	\$ 457,108,985
12 Instructional Resources and Media Services	12,453,876	67,314	12,521,190	157,758	12,678,948	300	12,679,248	1,070	12,680,318	(7,358)	12,672,960
13 Curriculum and Instructional Staff Developme	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276	12,023	11,797,299	44,963	11,842,262
21 Instructional Administration	15,604,617	-	15,604,617	1,265,930	16,870,547	24,165	16,894,712	165,129	17,059,841	155,130	17,214,971
23 School Administration	52,130,748	-	52,130,748	25,801	52,156,549	32,433	52,188,982	2,351	52,191,333	32,160	52,223,493
31 Guidance and Counseling Services	48,301,359	-	48,301,359	(188,515)	48,112,844	(1,681)	48,111,163	(4,908)	48,106,255	94,526	48,200,781
32 Social Work Services	5,160,819	-	5,160,819	31,170	5,191,989	(1,000)	5,190,989	(1,230)	5,189,759	(30)	5,189,729
33 Health Services	11,801,053	-	11,801,053	500	11,801,553	300	11,801,853	2,500	11,804,353	-	11,804,353
34 Student Transportation	24,581,334	1,055,089	25,636,423	16,072,454	41,708,877	(80,000)	41,628,877	(2,809,833)	38,819,044	300,000	39,119,044
35 Food Services	472,192	-	472,192	4,000	476,192	169,000	645,192	-	645,192	3,400	648,592
36 Cocurricular/Extracurricular Activities	19,090,722	-	19,090,722	562,388	19,653,110	44,782	19,697,892	8,628	19,706,520	29,302	19,735,822
41 General Administration	23,664,497	-	23,664,497	90,400	23,754,897	(575)	23,754,322	176,920	23,931,242	132,560	24,063,802
51 Plant Maintenance and Operations	93,406,299	3,990,453	97,396,752	945,202	98,341,954	305,863	98,647,817	2,685,018	101,332,835	(455,789)	100,877,046
52 Security and Monitoring Services	12,966,454	-	12,966,454	1,068,694	14,035,148	-	14,035,148	500	14,035,648	-	14,035,648
53 Data Processing Services	25,719,627	6,729,553	32,449,180	(65,468)	32,383,712	(251,568)	32,132,144	-	32,132,144	90,064	32,222,208
61 Community Services	5,275,169	-	5,275,169	(27,870)	5,247,299	540	5,247,839	(135,000)	5,112,839	32,393	5,145,232
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	97,629	1,483,286	1,580,915	(72,329)	1,508,586	-	1,508,586	8,013,374	9,521,960	86,502	9,608,462
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	97,629	97,629	-	97,629	-	97,629	-	97,629
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
<b>Total Budgeted Expenditures</b>	<b>\$819,514,451</b>	<b>14,161,337</b>	<b>\$ 833,675,788</b>	<b>26,228,857</b>	<b>\$ 859,904,645</b>	<b>(0)</b>	<b>\$ 859,904,645</b>	<b>7,906,374</b>	<b>\$ 867,811,019</b>	<b>0</b>	<b>\$ 867,811,019</b>
Total Deficit	\$ (40,382,319)	(14,161,337)	\$ (54,543,656)	(26,228,857)	\$ (80,772,513)	0	\$ (80,772,513)	(7,906,374)	\$ (88,678,887)	(0)	\$ (88,678,887)
Fund Balance- Beginning (Audited)	351,232,352	-	351,232,352	-	351,232,352	-	351,232,352	-	351,232,352	-	351,232,352
<b>Fund Balance - Ending (Unaudited)</b>	<b>\$310,850,033</b>	<b>(\$14,161,337)</b>	<b>\$296,688,696</b>	<b>(\$26,228,857)</b>	<b>\$270,459,839</b>	<b>\$0</b>	<b>\$270,459,839</b>	<b>(\$7,906,374)</b>	<b>\$262,553,465</b>	<b>(\$0)</b>	<b>\$262,553,465</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE AMENDMENT WITH PROCEDEO GROUP JOINT VENTURE FOR ADDITIONAL BETTERMENT PROJECTS IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

In December 2022, the Board of Trustees approved a transfer of 2017 bond funds from administrative accounts to projects in order to fund the following:

- \$4,021,650 for minor remodel of auditoriums for the 14 comprehensive high schools. Generally, the scope is described as sound and lighting upgrades.
- \$5,000,000 for Dunbar betterment – Improvements to the main building, basketball gym, automotive area and site work.
- \$2,500,000 for Arlington Heights betterment - Locker room improvements.

The District seeks to continue its relationship with Procedeo to serve as the Owner Representative for these projects. Because of the nature of the contract with Procedeo for the 2017 bond, this final group of projects requires an addendum. Administration seeks approval of the proposed, fixed rate \$315,000 contract addendum to allow Procedeo to serve as the manager for these projects. Administration recommends this as the most cost-effective means of managing these projects, and the fixed rate provides both cost certainty and an overall rate that serves the District’s best interest.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Amendment with PROCEDEO Group for Additional Betterment Projects in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Amendment with PROCEDEO Group for Additional Betterment Projects in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Amendment with PROCEDEO Group for Additional Betterment Projects in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:**      *Additional Details*

CIP 2017    671-81-6629-A48-918-99-000-000000

**COST:**

Not-to-Exceed - \$315,000

**VENDOR:**

PROCEDEO Group Joint Venture

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

***Purchasing Support Documents Needed:***

*Bid – Bid Summary / Evaluation*

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

Capital Improvement Program

**RATIONALE:**

The additional Betterment Projects associated with the 2017 Capital Improvement Program will be managed to provide the best value to the District allowing the best use of District funds for design and construction.

**INFORMATION SOURCE:**

Joseph Coburn

## *Notice of Amendment Between Owner and Owner's Representative*

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**Project:**

Fort Worth ISD  
Facilities Condition Assessment

**Agreement Information:**

Created: November 15, 2017

**Notice Information:**

Notice: #001  
Date: January 24, 2023

**Owner:**

Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, TX 76107

**Owner's Representative:**

PROCEDEO Group Joint Venture  
200 Bailey Avenue, Suite 201  
Fort Worth, Texas 76107

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This Amendment is governed by all the terms and conditions of the contract referenced below which is hereby incorporated by reference.

**REFERENCE:**

Terms and conditions apply per the AIA-C171-2013 (referred to as "Program Manager Agreement") between Owner Representative PROCEDEO Group Joint Venture (PROCEDEO) and Owner Fort Worth Independent School District dated November 15, 2017, unless otherwise modified by this agreement.

**SUMMARY AND DESCRIPTION OF AMENDMENT ATTACHED HERETO:**

See attached proposal dated November 18, 2022, from PROCEDEO Group for additional scope of work for Betterment Projects in conjunction with the 2017 Capital Improvement Program.

**PRICE:**

Refer to attached proposal dated November 18, 2022, from PROCEDEO Group for the additional scope of work for Betterment Projects and the subsequent fee.

TOTAL AMOUNT FOR THIS AMENDMENT: \$315,000.00

**NOTICE TO PROCEED DATE FOR THE AMENDMENT:**

Upon issuance of a purchase order.

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**OWNER** *(Signature)*

Dr. Joseph Coburn,  
Interim Chief Officer Capital Improvement Program  
*(Printed name and title)*

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**OWNER'S REPRESENTATIVE** *(Signature)*

Barry Brock, President  
*(Printed name and title)*

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**OWNER** *(Signature)*

Dr. Angelica Ramsey, Superintendent of Schools



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR DIAMOND HILL-JARVIS HIGH SCHOOL CAFETERIA RENOVATION (CSP {COMPETITIVE SEALED PROPOSAL} #23-014) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 23-014) with the following schedule of events:

<b>Event</b>	<b>Date</b>
CSP Issued	October 26, 2022
Pre-Proposal Meeting	November 3, 2022
Proposals Due	November 18, 2022

On November 18, 2022, the District received six (6) CSPs from firms in response to the solicitation. Five (5) of the proposals submitted were deemed responsive and compliant with the CSP requirements. The five (5) proposals were evaluated and ranked as follows:

1. SDB Contracting Services
2. Morales Construction Services
3. TM Source Building Group, Inc.
4. Northridge Construction Group
5. The Crowther 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 General Contractor for Diamond Hill-Jarvis High School (CSP {Competitive Sealed Proposal} #23-014) in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Diamond Hill-Jarvis High School (CSP {Competitive Sealed Proposal} #23-014) in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Diamond Hill-Jarvis High School (CSP {Competitive Sealed Proposal} #23-014) in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:**

*Additional Details*

CIP 2017	671-81-6629-B39-004-99-000-004502.....\$1,000,000
	671-81-6629-B40-004-99-000-004502.....\$100,000

**COST:**

Not-to-Exceed - \$1,100,000

**VENDOR:**

To be Determined

**PURCHASING MECHANISM:**

*Bid/Proposal Statistics*

Bid Number: 23-014  
 Number of Bid/Proposals Received: 6  
 Number of Compliant Bid/Proposals Received: 5  
 Joint Venture Firms: 1  
 HUB Firms: 5

***Purchasing Support Documents Needed:***

Bid – Bid Summary / Evaluation

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

Capital Improvement Program  
Diamond Hills-Jarvis High School

**RATIONALE:**

In accordance with Board Policy CV(LOCAL), the Superintendent selected competitive sealed proposals 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:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE ADDITIONAL SPENDING AUTHORITY FOR FURNITURE, FIXTURES AND EQUIPMENT FOR SOUTH HILLS HIGH SCHOOL JOB #003-102 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for an addition/renovation at South Hills High School (Job #003-102 / RFQ {Request for Qualifications} #19-104) on July 16, 2019. The Furniture, Fixtures and Equipment (FF and E) for this project is purchased in phases as the addition/renovations in specific areas are completed. On July 21, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the South Hills High School addition/renovation project in an amount not-to-exceed of \$2,009,700. On October 25, 2022, the Board of Education authorized the purchase of additional furniture, fixtures, and equipment for the South Hills High School addition/renovation project in an amount not-to-exceed of \$140,000. During the final phases of construction, there are additional FF and E items needed to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures and Equipment for South Hills High School in an amount not-to-exceed of \$87,000.

FF and E budgets were originally based on a percentage of the overall project, and a Board document was approved with a not-to-exceed amount. In this instance, the budget was not quite enough to cover all spaces/rooms that will be renovated. We are requesting additional money from the project to be moved to the FF and E budget in order to purchase furniture for the welding labs that are to be renovated in the renovation and the Go Center that is to be renovated during the Betterment Project #003-503. The money will be pulled from areas within the existing project where additional expenses are not needed.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for South Hills High School Job #003-102 In Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for South Hills High School Job #003-102 In Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Spending Authority for Furniture, Fixtures & Equipment (FF&E) For South Hills High School Job #003-102 In Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:**                    *Additional Details*

CIP 2017	671-81-XXXX-B43-003-99-000-003102.....	\$69,000
	671-81-XXXX-B43-003-99-000-003503.....	\$18,000

**COST:**

Not-to-Exceed - \$87,000

**VENDOR:**

School Specialty – *RFP #19-005*

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

***Purchasing Support Documents Needed:***

*Bid – Bid Summary / Evaluation*

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

Capital Improvement Program  
South Hills High School

**RATIONALE:**

The purchase of FF and E is necessary for the addition and renovated spaces at South Hills High School in conjunction with the 2017 Capital Improvement Program.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE USE OF 2017 CAPITAL IMPROVEMENT PROGRAM FUNDS TO COMPLETE THE PASCHAL HIGH SCHOOL TURF AND TRACK REPLACEMENT PROJECT**

**BACKGROUND:**

On February 22, 2022, the Board of Trustees approved turf replacement and track resurfacing at four (4) fields, Farrington Field, Clark Stadium, Scarborough-Handley and Paschal High School.

As construction continues, the general contractor has found unforeseen conditions at Paschal High School and is unable to move forward with the project with the amount that was originally awarded to cover the expenses of the unforeseen scope of work. The general contractor has submitted a new proposal for the unforeseen conditions, they included an allowance for asphalt repairs, which is the subgrade under the top layer of the track, which cannot be visibly seen until the track surface is removed. Once the track surface was removed and the asphalt subgrade was exposed, the contractor could see the extensive damage that would exceed the allowance they included in the original proposal.

The original contract was for \$5,428,013, including contingency funds. The Capital Improvement Program is requesting an additional \$225,000 to cover the expenses incurred by the unforeseen conditions.

Please refer to the proposal that is attached for reference to the exact repairs the general contractor has proposed.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Use of 2017 Capital Improvement Program Funds to Complete the Paschal High School Turf and Track Replacement Project
2. Decline to Approve Use of 2017 Capital Improvement Program Funds to Complete the Paschal High School Turf and Track Replacement Project
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Use of 2017 Capital Improvement Program Funds to Complete the Paschal High School Turf and Track Replacement Project

**FUNDING SOURCE:**        *Additional Details*

CIP 2017                                671-81-6629-B39-XXX-99-000-000000

**COST:**

Not-to-Exceed - \$225,000

**VENDOR:**

Hellas Construction, Inc.

**PURCHASING MECHANISM:**

**Cooperative Agreement**

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 obtained through the 1 Government Procurement Alliance Contract #19-17PV-05. Supporting documentation is attached

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

Capital Improvement Program  
Paschal High School

**RATIONALE:**

To maintain the industry’s accepted level of turf field safety for the students of Fort Worth ISD, this project should move forward.

**INFORMATION SOURCE:**

Joseph Coburn



December 2, 2022

Chief of Staff  
Karen Molinar  
Fort Worth ISD  
100 N. University Drive, SW 212  
Fort Worth, TX 76107  
[karen.molinar@fwisd.org](mailto:karen.molinar@fwisd.org)

RE: FWISD – Paschal HS Track Change Order Proposal

**Hellas Construction, Inc.** is pleased to provide this Scope of Work Proposal for the above referenced project: purchase via 1GPA, 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #23-01DP– Athletic Surfaces, Appurtenances and Minor Structures.

### General Conditions

**Hellas** will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

### **PASCHAL HIGH SCHOOL PROPOSAL – Track Reconstruction**

**Hellas** scope of work:

1. Construction Entrance – Build a stabilized construction entrance off W. Lowden St. at the north end of the site.
2. Silt Fence – Install silt fence as required for disturbance operations.
3. Tree Protection – Protect trees near to work area.
4. Turf Protection - Install Geotextile fabric and sandbags to protect existing turf surface from damage during track replacement operations.
5. Demolition
  - a. Demo ~300 lineal feet of outside track curb on the east side of the track – haul off site for proper disposal.







- b. Demo ~2,263 square yards of asphalt at the track oval. D area asphalt to remain.
  - c. Demo ~244 square feet of concrete flatwork and flume concrete for access to track. Concrete to be rebuilt after construction access is no longer needed.
  - d. ***Excludes any irrigation demolition or reconstruction.***
6. Excavation | Grading
- a. Excavate existing aggregate base material below track asphalt. Stockpile aggregate outside the northeast corner of the track for reuse.
  - b. Moisture condition, grade and compact subgrade at track oval to proper planarity and density.
7. Track Curb – Construct ~300 lineal feet of 6"x 12" concrete curb reinforced with two (2) #4 rebar where outside track curb sections were removed.
8. Aggregate Base | Asphalt
- a. Haul existing flex base from stockpile area to track oval, place, grade and compact to proper planarity and density.
  - b. Provide and place ~2,263 square yards of Type D 2" HMAC at track oval.
9. Concrete - Form, pour, and finish ~244 square feet of concrete flatwork and concrete flume that were removed for project access.
10. Re-Grading Outside Track – At the east side of the track where the new concrete exterior track curb is replaced, provide imported material to form a 3-foot 2% sloped area outside the track. From the outside edge of this fill section, provide imported material to blend in with the existing slopes in this area.
11. Disturbed Areas – At all disturbed areas, regrade, supply, and install new sod.

**Base Proposal – Track Reconstruction**

**\$295,605.00**

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**EXCLUSIONS**

- 1. Any item of work not specifically listed above.
- 2. Any form of subgrade stabilization.
- 3. Any concrete work outside the scope of this proposal.
- 4. Any asphalt paving outside the scope of this proposal.
- 5. Any electrical work.
- 6. Any fence work.
- 7. Engineering.
- 8. Supply or installation of perimeter safety fencing
- 9. Site security
- 10. Any Allowances or Contingencies.
- 11. Taxes.
- 12. Permits.
- 13. Prevailing wages.



14. Any permits or fees, including any utility impact fees generated by construction improvements.
15. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
16. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

A handwritten signature in blue ink that reads "Jack Adams".

Jack Adams  
Vice President - Estimating

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH CADENCE  
McSHANE CONSTRUCTION CO., LLC FOR JOB #006-202 AND  
AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017  
CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Cadence McShane Construction Co., LLC for pre-construction services for Job #006-202 (CMAR {Construction manager at Risk} and RFQ {Request for Qualifications #19-102), Eastern Hills High School. On July 16, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included new science classrooms and labs. Common spaces were renovated to create collaboration spaces for learning and student interaction. Moderate renovations were applied to various locations within the school to meet the 21<sup>st</sup> century learning model. Renovations included reclaiming or repurposing space to support Career and Technical Education. There were minor renovations made to the existing Athletics facility.

Original Contract with Guaranteed Maximum Price:	\$39,423,750.00	Original Substantial Completion Date:	October 28, 2021
Final Deductive Change Order:	(\$912,384.18)	Substantial Completion Date Increased:	127 days
Final Contract Amount:	\$38,511,365.82	Final Substantial Completion Date:	March 4, 2022
Previously Paid:	(\$36,735,023.33)		
Final Payment Due:	\$1,774,084.99		

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Closeout Contract with Cadence McShane Construction Co., LLC for Job #006-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Cadence McShane Construction Co., LLC for Job #006-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Closeout Contract with Cadence McShane Construction Co., LLC for Job #006-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:**                      *Additional Details*

CIP 2017                                      671-00-2116-000-000-00-000-000000

**COST:**

\$1,774,084.99

**VENDOR:**

Cadence McShane Construction Co., LLC

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not a Purchase*

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

Capital Improvement Program  
Eastern Hills High School

**RATIONALE:**

Cadence McShane Construction Co., LLC has completed all work as required per the terms of their Contract for an addition and renovations at Eastern Hills High School. The work has been inspected by VLK Architects and the project has been accepted by the Capital Improvement Program Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH STEELE & FREEMAN, INC. FOR JOB #008-203 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On April 9, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Steele & Freeman, Inc., for pre-construction services for Job #008-203 (CMAR {Construction Manager at Risk} RFQ {Request for Qualifications} #19-098), North Side High School.

On June 11, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included an extensive renovation, which included common spaces that were renovated to create collaboration spaces for learning and student interaction. Moderate renovations were applied to various locations within the school to meet the twenty-first century learning model. Renovations also included reclaiming or repurposing space to support the Arts, Business/Marketing, Automotive, Health Sciences and Career and Technical Education.

On April 28, 2020, the Board of Education approved the authorization of Change Order No. 1 to add a new parking lot with a gravity retaining wall, fencing, hardscape, landscape and lighting.

Original Contract with Guaranteed Maximum Price:	\$25,203,231.00	Original Substantial Completion Date:	July 15, 2021
Change Order No. 1	\$946,763.00	New Substantial Completion Date:	August 9, 2021
Final Deductive Change Order:	(\$730,629.79)	Substantial Completion Date Increased:	369 Days
Final Contract Amount:	\$25,419,364.21	Final Substantial Completion Date:	August 12, 2022
Previously Paid:	(\$24,148,396.01)		
Final Payment Due:	\$1,236,213.20		

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Closeout Contract with Steele & Freeman, Inc., for Job #008-203 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Steele & Freeman, Inc., for Job #008-203 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout Contract with Steele & Freeman, Inc., for Job #008-203 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:**         **Additional Details**

CIP 2017                                 671-00-2116-000-000-00-000-000000

**COST:**

\$1,236,213.20

**VENDOR:**

Steele & Freeman, Inc.

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not a Purchase*

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

Capital Improvement Program  
North Side High School

**RATIONALE:**

Steele & Freeman, Inc., has completed all work as required per the terms of their Contract for an addition and renovations at North Side High School. The work has been inspected by WRA Architects, Inc., and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

**INFORMATION SOURCE:**

Joseph Coburn



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**       **CONSIDER AND TAKE ACTION TO RESCIND THE OCTOBER 25, 2022 ADOPTION OF “APPROVE PURCHASE OF EQUIPMENT AND SERVICES FOR FIRE ALARM REPLACEMENTS” AND APPROVE A NEW PURCHASE OF EQUIPMENT AND SERVICES FOR FIRE ALARM REPLACEMENTS**

**BACKGROUND:**

During the October 25, 2022 Board of Education meeting, the Board took action to approve a resolution entitled, “Approve Purchase of Equipment and Services for Fire Alarm Replacements”. The detail in the body of the agenda item incorrectly identified the vendor to be awarded. Due to this error, we are recommending the Board rescind the previous award. Secondly, we are requesting that the Board approve a new item awarding the contract to the correct vendor.

Fire alarm systems are essential operational equipment for schools. The fire alarm equipment at three (3) campuses is outdated and requires replacement. This request includes equipment, materials, and installation services for a complete fire safety system replacement at Jo Kelly School, Greenbriar Elementary, and Waverly Park Elementary.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Consider and Take Action to Rescind the October 25, 2022 Adoption of “Approve Purchase of Equipment and Services for Fire Alarm Replacements” and Approve a New Purchase of Equipment and Services for Fire Alarm Replacements
2. Decline to Consider and Take Action to Rescind the October 25, 2022 Adoption of “Approve Purchase of Equipment and Services for Fire Alarm Replacements” and Approve a New Purchase of Equipment and Services for Fire Alarm Replacements
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Consider and Take Action to Rescind the October 25, 2022 Adoption of “Approve Purchase of Equipment and Services for Fire Alarm Replacements” and Approve a New Purchase of Equipment and Services for Fire Alarm Replacements

**FUNDING SOURCE:**            **Additional Details**

TRE	198-51-6299-810-026-99-423-000000.....	\$61,625
	198-51-6299-810-134-99-423-000000.....	\$134,225
	198-51-6299-810-176-99-423-000000.....	\$135,145

**COST:**

\$330,995

**VENDORS:**

Texas Fire & Sound.....\$196,770  
Firetrol Protection Systems.....\$134,225

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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.

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

Texas Fire & Sound - *Buyboard Contract #654-21*  
Firetrol Protection Systems - *Buyboard Contract #654-21*

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

Jo Kelly School  
Greenbriar Elementary  
Waverly Park Elementary

**RATIONALE:**

This purchase provides the required fire safety equipment for this campus and correctly identifies the correct vendors.

**INFORMATION SOURCE:**

Marlon Shears

# TEXAS FIRE & SOUND

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833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Joe Kelly  
Proposal : 2206.9933.039  
Date : 11/29/2022

Texas Fire & Sound Buy Board Number: 654.21

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) ..... \$61,625.00**  
**Total Sum of Sixty-One Thousand Six Hundred Twenty-Five & 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 : Joe Kelly  
Proposal: 2206.9933.039  
Date : 11/29/2022

**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 : Joe Kelly  
 Proposal : 2206.9933.039  
 Date : 11/29/2022

**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](mailto:Txfsales03@txfs.us)  
 Direct: (972) 998-7614

<b>Client Company:</b> _____	<b>Company</b> : Texas Fire & Sound
<b>Client Signature:</b> _____	<b>Auth. TFS Officer:</b> _____
<b>Print Name</b> : _____	<b>Print Name</b> : _____
<b>Title</b> : _____ <b>Date:</b> _____	<b>Title Date</b> : _____ <b>Date:</b> _____
<p><small>THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE &amp; 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><b>TEXAS FIRE &amp; SOUND TERMS &amp; CONDITIONS APPLY (available on request)</b></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

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ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Waverly Park Elementary

Proposal : 2206.9933.037

Date : 11/29/2022

Texas Fire & Sound Buy Board Number : 654.21

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) ..... \$ 135,145.00**  
**Total Sum of One Hundred Thirty-Five Thousand One Hundred Forty-Five & 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 : Waverly Park Elementary  
Proposal: 2206.9933.037  
Date : 11/29/2022

**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.

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**This proposal is valid for (90) Ninety days from the date on this proposal.**



Project : Waverly Park Elementary  
 Proposal : 2205.9933.037  
 Date : 11/29/2022

**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.
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Sincerely,

**Dan Blanton**  
 Sr. Sales Account Manager  
 Email: [Txfsales03@txfs.us](mailto:Txfsales03@txfs.us)  
 Direct: (972) 998-7614

<b>Client Company:</b> _____	<b>Company</b> : Texas Fire & Sound
<b>Client Signature:</b> _____	<b>Auth. TFS Officer:</b> _____
<b>Print Name</b> : _____	<b>Print Name</b> : _____
<b>Title</b> : _____ <b>Date:</b> _____	<b>Title Date</b> : _____ <b>Date:</b> _____
<p><small>THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE &amp; 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><b>TEXAS FIRE &amp; SOUND TERMS &amp; CONDITIONS APPLY (available on request)</b></p>	

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## LINE CARD

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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

MX Holdings US,

## **FWISD Greenbriar Elementary School**

Proposal to Provide and Install an Addressable Voice Evacuation Fire Alarm System



**FIRETROL**  
Protection Systems

One Source *Fire* <sup>and</sup> *Security* Solutions



December 9, 2022

Fort Worth Independent School District  
100 N University Drive, Suite 300  
Fort Worth, Texas 76107  
Attn: Randy Loftin

**Project:** FWISD Greenbriar ES Fire Alarm System Upgrade  
1605 Grady Lee Street  
Fort Worth, Texas 76134  
**Proposal #43-22069 / BuyBoard Contract #654-21**

**Firetrol Protection Systems, Inc. (“Firetrol”) proposes the following scope of work:**

Firetrol is to provide the labor, design documents, submittals, permits and testing with the fire marshal as necessary for the installation of a voice evacuation fire alarm system that is required for a single story (E Occupancy) building. An addressable voice evacuation fire alarm system will be installed to replace the existing fire alarm system. This revised proposal is based on the site walk that was performed on June 23, 2022 with Randy Loftin and updated with price increases in the last six months.

**SUBJECT TO THE “ADDITIONAL TERMS AND CONDITIONS”** set forth hereinafter, Firetrol agrees to sell and provide, and Purchaser agrees to buy the materials and services necessary for performance of the above-described Work for the sum of:

**Voice Evacuation Fire Alarm System Upgrade**  
**\$134,225.00**  
**(Pricing includes sales or use tax, if applicable, BuyBoard Contract #654-21)**

**CLARIFICATIONS**

1. Proposal is valid for 90-days.
2. Payment terms are net 30-days.
3. Pricing includes sales or use tax, if applicable.
4. This proposal is based on a one-on-one replacement of existing fire alarm devices with Silent Knight and System Sensor devices. Any additional devices that may be required to bring the system up to today’s building, fire and safety codes will require additional monies.
5. This proposal includes the addition of System Sensor CO1224T Carbon Monoxide Detectors with the required SK-Monitor Module for each of the classrooms.
6. CAD files are to be provided by the owner or the owner’s agent at no cost to Firetrol.
7. Any changes or additions to the original design will require additional monies.
8. Dedicated 120vac power to the fire alarm panel, dampers, power supplies, doors of any kind, or drop downs are to be provided by the Electrical Contractor.
9. All fire alarm cable wiring shall be “free air” (by codes and standards).
10. This proposal provides a system where the battery calculations provide up to 24 hrs./15 min. standby time.
11. This proposal is only valid upon the approval of a Silent Knight 6820EVS fire alarm system by the owner’s agent, general contractor, or the engineer on record.
12. Firetrol will not be responsible for any additional equipment that the Local AHJ may ask for at any time that is not part of the original contract.
13. Design will be submitted to the AHJ for approval after receipt of signed Firetrol proposal or contract.
14. Expected approval from the AHJ is four (4) weeks after the date of submittal to the city.
15. Fire Alarm Communicator will be provided by FWISD as necessary.
16. Work to be completed per construction schedule agreed upon by both parties after receipt of a signed proposal or contract and approval of submittals from the AHJ.
17. Be advised that there is an above average lead times for materials. This is mainly due to delays in product manufacturing and in shipping.

**ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT**

- Includes submittals for permit, calculations, as-built drawings.
- *Includes the demolition and removal of the existing fire alarm system(s).*
- Includes lift / scaffold rentals as necessary.
- Includes inspections & testing.
- Includes City fees, permit fees, plan review fees.
- Includes Warranty of 1-year. Only New Materials are covered under Warranty.
- Includes software support for one year.

**ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT**

- Excludes any fire watch on premises during construction phase(s). This service is available at a negotiated rate and per separate contract as needed.
- Excludes any provision of or the installation of any security, HVAC, or fire door equipment.
- Owner is to provide the coordination and cover the cost of all third party engagements. Example: HVAC Contractors, Electrical Contractors, Elevator Contractors, etc.





## ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT CONTINUED

- *Excludes the provision and installation of components including, but not limited to HVAC shutdown, EPO devices, sound systems, security doors, magnetic locked doors, existing fire panels, power supplies, stairwell pressurization devices, or smoke control devices and/or the smoke control panel. These devices are to be provided and installed by others. Firetrol will make the necessary connection of these devices to the fire alarm system as required by code.*
- Excludes the provision or the connection to any phone line(s), internet or intranet systems or services.
- Excludes the provision or installation of any firefighter phones/jacks, signal repeaters and/or communication networks.
- *Excludes the provision or installation of DAS/BDA and Area of Rescue systems.*
- Excludes the provision or installation of any fire dampers, fire smoke dampers or damper closure relays. These items are to be provided and installed by others.
- Excludes the provision, installation and the powering of duct smoke detectors and shutdown relays for smoke or fire/smoke dampers. To be provided, installed and powered by others.
- *Excludes all trench work, fire putty pads, sleeving, concrete, coring, wall penetrations, ceiling work, fire caulking, painting, sanding, patching or sealing of a room. These items shall be the responsibility of the general contractor.*
- Excludes underground piping, fiber, conduit or pathways to be completed by others.
- Excludes relays, equipment, or installation of all building automation/control systems.
- Excludes Isolation modules.
- Excludes graphical workstations.
- Excludes printers.
- Excludes any provision of or the installation or the monitoring of any required Knox-Box.
- Excludes the monitoring of the fire alarm system. Firetrol, if requested by the general contractor or the owner’s agent, can provide this service for an additional fee. The majority of AHJs require that this service is in place prior to the final inspection being scheduled and performed.
- Excludes Building Information Modeling (BIM) Coordination and Modeling.
- Excludes Liquidated Damages.
- Excludes performance and payment bonds.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or concerns, please do not hesitate to contact me directly.

**Authorized Signature:** Brooke D. Carson  
 Brooke D. Carson– A&D Contract & Services  
 C: (214 ) 454-5493  
 O: (817) 740-1801  
 Email: bcarson@firetrol.net

I agree to the above scope of work, specifications, pricing, and terms and authorize Firetrol Protection Systems to complete the work as specified. I affirm that I am an authorized representative of the above company and have authority to sign this agreement.

**Accepted By:**

Signature	Date	Purchase Order #
Name (Please Print)	Title	

### CONFIDENTIALITY STATEMENT

***This proposal contains information that is confidential pertaining to Firetrol Protection and Owner/Contractor. It shall neither be duplicated nor disclosed to any person or persons outside of the respective companies without prior written consent and such information shall be permitted to become known only to such employees of the bidder and the purchaser as shall be deemed necessary to make an evaluation of the proposal and any agreement which may result therefrom.***



**CONSENT AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC: APPROVE ADDITIONAL USE OF 2017 CAPITAL IMPROVEMENT PROGRAM FUNDS FOR ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES FOR THE WESTPARK RELIEF ELEMENTARY IN BENBROOK VENTANA COMMUNITY**

**BACKGROUND:**

On April 14, 2020, the Board of Education approved basic design services of a new elementary school in the Ventana Benbrook area utilizing 2017 Capital Improvement Program Funds in an amount not-to-exceed of \$1,999,608.

The Capital Improvement Program is requesting an increase in the not to exceed amount for Architectural and Engineering Services for the Westpark Relief Elementary in Benbrook Ventana Community to align with the 2021 Architectural contracts.

Campus	Architect	Not to Exceed
Westpark Relief Elementary School in the Ventana Benbrook Area	Glenn Partners	\$2,295,048.16
<b>TOTAL</b>		<b>2,295,048.16</b>

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Use of 2017 Capital Improvement Program Funds for Architectural and Engineering Professional Services for the Westpark Relief Elementary in Benbrook Ventana Community
2. Decline to Approve Additional Use of 2017 Capital Improvement Program Funds for Architectural and Engineering Professional Services for the Westpark Relief Elementary in Benbrook Ventana Community
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Use of 2017 Capital Improvement Program Funds for Architectural and Engineering Professional Services for the Westpark Relief Elementary in Benbrook Ventana Community

**FUNDING SOURCE:**          *Additional Details*

CIP 2017    671-81-6629-B39-256-99-000-256-131

**COST:**

Not-to-Exceed \$2,295,046.16 for the duration of the 2017 Capital Improvement Program Funds for Westpark Relief Elementary School in Benbrook Ventana Community.

**VENDOR:**

Glenn Partners

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not a Purchase*

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

Capital Improvement Program

**RATIONALE:**

Architectural and Engineering Professional Services are necessary for the 2017 Capital Improvement Program Westpark Relief Elementary School in Benbrook Ventana Community. Approval of the additional funds for these services will enable the District to move forward the Westpark Relief Elementary School in Benbrook Ventana Community.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE ADOPTION OF RESOLUTION AND ORDER FOR MAY 6, 2023 ELECTION**

**BACKGROUND:**

The Texas Election Code requires the governing body of a political subdivision to order an election. The terms of service for four Fort Worth ISD Board members will expire in May of 2023. School Board members, from Single Member Districts Two, Three, Five and Six are to be elected in 2023 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Adoption of Resolution and Order for May 6, 2023 Election
2. Decline to Approve Adoption of Resolution and Order for May 6, 2023 Election
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Adoption of Resolution and Order for May 6, 2023 Election

**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:**

Board of Trustees/Division of Policy and Planning

**RATIONALE:**

The terms of the existing Board members are expiring in May of 2023 and an election must be held to determine who will serve as the Board member for Districts Two, Three, Five and Six.

**INFORMATION SOURCE:**

Karen Molinar

**RESOLUTION AND ORDER OF ELECTION  
BOARD OF EDUCATION  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

On this the 24<sup>th</sup> day of January, 2023, the Board of Education for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and among other proceedings had by said Board were the following;

**WHEREAS** on December 9, 2008, the Board of Education adopted a single member district plan which provided for nine single member districts; and

**WHEREAS**, a school Board member, from Single Member Districts Two, Three, Five and Six, is to be elected in 2023 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

**BE IT, RESOLVED AND HEREBY ORDERED**, that the Board of Education of the Fort Worth Independent School District, in accordance with the local and special laws of the Legislature of the State of Texas, the applicable general state laws and local policies and any federal court orders pertaining to the election of school trustees, does hereby adopt the following **ORDER OF ELECTION**.

**ORDER OF ELECTION**

**BE IT ORDERED** by the Board of Education of the Fort Worth Independent School District that on May 6, 2023, there shall be a general election for the purpose of electing four (4) members, to the Board of Education. One member shall be elected from Single Member District Two to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Three to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Five to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Six to serve a four (4) year term, or until a successor has been duly elected and qualified; and

**BE IT FURTHER ORDERED** that the member to be elected from Single Member District Two shall be elected by the qualified voters of Single Member District Two. The member to be elected from Single Member District Three shall be elected by the qualified voters of Single Member District Three. The member to be elected from Single Member District Five shall be elected by the qualified voters of Single Member District Five. The

member to be elected from Single Member District Six shall be elected by the qualified voters of Single Member District Six; and

**BE IT FURTHER ORDERED** that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is February 17, 2023; and

**BE IT FURTHER ORDERED** that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the Election's Officer, or her designee, not later than 5:00 p.m. on the 17<sup>th</sup> day of February, 2023; and

**BE IT FURTHER ORDERED** that on the first Saturday in May 2023, being the 6<sup>th</sup> day of May, 2023, the election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on (day to be determined by Tarrant County Elections). Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

**BE IT FURTHER ORDERED** that notice of said election shall be given by publishing the Election Order in a newspaper in the City of Fort Worth, and by posting notice of this **ORDER OF ELECTION** prior to March 1, 2023 on the bulletin board used for posting notices of meetings of the Fort Worth Independent School District. Notice has been posted, prior to May 6, 2022, so as to give notice of the opportunity to submit applications to be placed on the ballot as a candidate. Notice shall be published between the dates of April 6, 2023 and April 26, 2023 in accordance with Section 4.003, Texas Election Code; and

**BE IT FURTHER ORDERED** that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011. The web address is <https://www.tarrantcounty.com/en/elections.html?linklocation=supermenu&linkname=Elections>,

**BE IT, FURTHER RESOLVED, AND ORDERED** that the Board of Education of the Fort Worth Independent School District shall identify at a future regular meeting, the early voting hours and locations and the election day polling locations for this election.

Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the **May 6, 2023**, Fort Worth Independent School District Board member election and any run off, if necessary.

The above Resolution and Order being read, motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_ that this Resolution and Order above and foregoing be passed, approved and adopted.

**FOR:** \_\_\_\_\_ **AGAINST:** \_\_\_\_\_

The above Resolution and Order was voted on and adopted at a regular meeting that the Board of Education held on the 24<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Tobi Jackson, President  
Board of Education  
Fort Worth Independent School District

**ATTEST:**

\_\_\_\_\_  
Carin "CJ" Evans, Secretary  
Board of Education  
Fort Worth Independent School District

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**       **APPROVE RESOLUTION AND ORDER FOR ELECTION SERVICES FOR THE MAY 6, 2023 FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION ELECTION**

**BACKGROUND:**

In past elections the Board has contracted with the Tarrant County Elections Administration to oversee the assignment of polling sites, election equipment, judges, clerks, as well as the training of appropriate personnel, and other associated services. This has proven to be cost effective as well as more efficient than administering the election in-house.

Other entities or another entity will be sharing the May 6<sup>th</sup> election date including Tarrant County. This will lower the cost of what the Fort Worth ISD normally would pay for the administration of the election for Districts Two, Three, Five and Six.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Resolution and Order for Election Services for the May 6, 2023 Fort Worth ISD Board of Education Election
2. Decline to Approve Resolution and Order for Election Services for the May 6, 2023 Fort Worth ISD Board of Education Election
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution and Order for Election Services for the May 6, 2023 Fort Worth ISD Board of Education Election

**FUNDING SOURCE:**       *Additional Details*

General Fund                               199-41-6439-001-702-99-001-000000

**COST:**

The projected cost of this contract will be determined once all participating entities are identified and the computation of shared costs are made.

**VENDOR:**

Tarrant County Elections

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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

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

Board of Trustees/Division of Policy and Planning

**RATIONALE:**

Adoption of the Resolution to enter into a contract with Tarrant County Elections Administration would save the Fort Worth ISD funds by sharing the cost of equipment, personnel and expertise provided by Tarrant County Elections Administration with other public entities conducting elections May 6, 2023.

**INFORMATION SOURCE:**

Karen Molinar

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
RESOLUTION AND ORDER FOR ELECTION SERVICES**

**WHEREAS**, the Fort Worth Independent School District Board of Education has ordered a board member election to take place May 6, 2023, for Members to be elected from Single Member District Numbers Two, Three, Five and Six; and

**WHEREAS**, the Texas Election Code, Section 31.092, permits the Board of Education to enter into a contract with the Tarrant County Elections Administrator’s office for conducting and supervising the school board member election May 6, 2023 as well as any runoff; and

**WHEREAS**, by entering into a contract for election services with Tarrant County, the Fort Worth Independent School District will realize a reduction in expense in conducting said election should the Fort Worth Independent School District have conducted the election on its own;

**THEREFORE, BE IT ORDERED AND RESOLVED** by the Board of Education of the Fort Worth Independent School District:

1. That the Fort Worth Independent School District enters into a Joint Election Agreement with the Tarrant County Elections Administrator, to conduct the school board member election on behalf of the school district May 6, 2023, and that the terms of said contract shall be negotiated by the school district staff.
2. That the Board of Education of the Fort Worth Independent School District hereby authorize the Board President, Tobi Jackson, to enter into and sign said Joint Election Agreement on behalf of the Board of Education and the Fort Worth Independent School District.

Motion was made by \_\_\_\_\_, seconded by \_\_\_\_\_, that the resolution above and foregoing, be adopted.

**FOR:** \_\_\_\_\_                      **AGAINST:** \_\_\_\_\_

The above Resolution was voted on at a regular meeting of the Board of Education held on the 24<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Tobi Jackson, President  
Board of Education  
Fort Worth Independent School District

**ATTEST:**

\_\_\_\_\_  
Carin “CJ” Evans, Secretary  
Board of Education  
Fort Worth Independent School District

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE PURCHASE OF ZERO-TRUST NETWORK ACCESS SOLUTION**

**BACKGROUND:**

On September 28, 2022, the District published RFP #23-066 to identify a vendor(s) to provide a zero-trust network access solution. The proposals of seven (7) responding vendors were evaluated by a committee of Fort Worth ISD staff. The committee identified the proposal that will best meet the needs of the District. A zero-trust network access solution will enhance network security by continuously monitoring and validating that users and devices are in compliance before granting access to any District systems.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Zero-Trust Network Access Solution
2. Decline to Approve Purchase of Zero-Trust Network Access Solution
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Zero-Trust Network Access Solution

**FUNDING SOURCE:        Additional Details**

ESSER Fund                               282-53-6299-001-999-24-950-000346-22F32

**COST:**

\$455,504.74



**VENDOR:**

Carahsoft Technology Corporation

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

***Solicitation - Bid Summary / Evaluation***

Bid Number: 23-066

Number of Bid/Proposals Received: 7

Hub Firms: 2

Compliant Bids: 7

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

District - Wide

**RATIONALE:**

Implementation of zero trust security is the last major component within the District security framework. This platform will monitor access to all District network services, applications, and files, ensuring that every user and device meets the defined criteria for approved access to the District resource.

**INFORMATION SOURCE:**

Marlon Shears

# IBOSS PRICE QUOTATION



CARASOFT TECHNOLOGY CORP



CARASOFT TECHNOLOGY CORP  
 11493 SUNSET HILLS RD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
 WWW.CARASOFT.COM/IBOSS | IBOSS@CARASOFT.COM

**TO:** Marlon Shears  
 Chief Information Technology Officer  
 Fort Worth Independent School District  
 100 N University Dr  
 Fort Worth, TX 76107-1360 USA

**FROM:** Dean Froyen  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Rd.  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** marlon.shears@fwisd.org

**EMAIL:** Dean.Froyen@carahsoft.com

**PHONE:** (213) 393-3426

**PHONE:** (571) 662-4732

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 36380278  
**QUOTE DATE:** 10/24/2022  
**QUOTE EXPIRES:** 02/17/2023  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$455,504.74

**TOTAL QUOTE:** \$455,504.74



**IBOSS PRICE QUOTATION**  
**CARAHSOFT TECHNOLOGY CORP**



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 11493 SUNSET HILLS RD | SUITE 100 | RESTON, VIRGINIA 20190  
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 WWW.CARAHSOFT.COM/IBOSS | IBOSS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
<b>**To be paid in accordance with Schedule below. All payments, payment dates, and total amount due to Carahsoft must be documented, explicitly, on the Purchase Order. This offer is contingent on renewal of, at a minimum, the same level of service, subscription term, and product scope as modeled in the Quote line items specified above.**</b>						

Schedule:  
 Base Year: \$455,504.74  
 Renewal Option Year 1: \$448,054.88  
 Renewal Option Year 2: \$461,496.53  
 Renewal Option Year 3: \$475,341.42

**\*\*All iboss implementation services must be consumed within 60 days from the service start date \*\***

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:**        **APPROVE PURCHASE OF EQUIPMENT AND INSTALLATION SERVICES FOR PUBLIC ADDRESS SYSTEM REPLACEMENTS**

**BACKGROUND:**

The Public Address (PA) systems at schools are essential and vital for instant, scheduled, and emergency communication. The PA systems at nine (9) campuses have experienced mechanical failures attributed to age and there is a need to replace them.

A modern PA system will serve the campus level while also providing a District-wide solution for emergency communications with the ability to utilize remote devices. The solution will include the necessary hardware, cabling, installation, and five (5) years of support at each of these locations.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Equipment and Installation Services for Public Address System Replacements
2. Decline to Approve Purchase of Equipment and Installation Services for Public Address System Replacements
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Equipment and Installation Services for Public Address System Replacements

**FUNDING SOURCES:**        **Additional Details**

TRE	198-53-6299-001-XXX-99-423-000000
General Fund	199-53-6299-001-XXX-99-423-000000

**COST:**

\$1,991,850.80

**VENDOR:**

Southwest Networks

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

*Interlocal (IL) - Price Quote and IL Contract Summary Required*  
*DIR #CPO-4784*

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

DeZavala Elementary School  
Diamond Hill Elementary School  
S.S. Dillow Elementary School  
D. McRae Elementary School  
Western Hills Elementary School

David K. Sellars Elementary School  
Atwood McDonald Elementary School  
Clifford Davis Elementary School  
Seminary Hills Elementary School

**RATIONALE:**

Approval of this purchase provides critical safety and operational communication resources at these locations.

**INFORMATION SOURCE:**

Marlon Shears

Fort Worth Independent School District  
DeZavala Elementary School – Valcom Paging Project  
1419 College Ave.  
Fort Worth, TX 76104



01-10-2023

TX DIR# CPO-4784  
**BID #22269**

### Included in Statement of Work (per district standards)

Southwest Networks, Inc. has ensured that the following equipment are part of this SOW per the Fort Worth ISD (FWISD) Valcom Paging Systems Standard:

1. Valcom console
2. Admin Phones
3. Microphone
4. 2-sided speakers for hallways
5. IP speakers for external locations
6. Call Button covers included for classrooms
7. Rack mount PDU for each closet.
8. Rack mount UPS for each closet.
9. VE4022A IP lay-in speaker w/ talkback in admin offices instead of VL520's.
10. Call switch and volume control in all admin offices.
11. Demo and Removal of obsolete equipment and cabling.
12. Include Port Count and RU with Quotes (switch ports and RUs needed for Valcom)
13. Aruba Networking Switches:
  - Qty two (2) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - i. Qty two (2) Stacking cable
    - ii. Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
  - Qty two (2) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
    - i. Qty two (2) Stacking cable
    - ii. Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
14. On-site training for end users (two days)
15. 5-Year warranty on all Valcom equipment
16. SWN's proposal includes portable buildings and new wings (additions) to the school if appropriate.
17. SWN has included a map of the proposed solution that identifies the location and type of equipment throughout the building.

### Estimated Timeline for completion of Scope of Work:

1. Due to the worldwide supply chain issues; quotes are valid for 60 days.
2. Upon receipt of PO from the district, SWN estimates that orders from Valcom will take 60 to 90 days to fulfill.
3. SWN has been notified of very long lead times on Aruba equipment, possibly up to six months.
4. A typical Valcom installation will take Southwest Networks four weeks to install, two weeks for cabling and two weeks for equipment installation and programming.
  - SWN can accelerate the schedule estimate (provided all equipment is on hand) to meet district goals for installation.
5. SWN has the personnel to perform work at multiple sites concurrently.

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at DeZavala Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System. (Bill of Materials included in Appendix A)
2. Provide and install sixty-two (62) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install forty-five (45) CMP, Category 6 data cables to call switches with volume control, located inside the necessary classrooms and offices.
4. Provide and install eleven (11) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
5. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
6. Provide and install Category 6 patch cords 3' in length for closet device connections.
7. Provide and install Category 6 patch cords 7' in length for closet device connections.
8. Provide and install Category 6 patch cords 10' in length for end device connections.
9. Provide and install four (4), 12 power outlet, with a 15' long cord. One for each MDF/IDF closet.
10. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
11. Provide and configure one (1), Valcom Interactive Console (VE8091)
12. Provide and configure one (1), Valcom Desktop Microphone (V-400)
13. Provide and configure two (2), administration phones.
14. Provide two (2) days, on-site training to the end users at DeZavala Elementary School.
15. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
16. Provide and install four (4), Aruba Networking Switches for data closet connectivity within the main campus building.
17. Label all newly installed cables per the FWISD cabling standard.
18. Test results and project deliverables to be provided upon completion of the installation.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for DeZavala Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of sixty-two (62), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as nine (9) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the thirty-eight (38) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install six (6), 48-Port, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.



2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of sixty-two (62), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of sixty-two (62), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$210,523.27

- Cabling Materials: \$42,448.27
- Cabling Labor: \$22,418.36
- Valcom Materials: \$93,095.24
- Valcom Labor: \$25,000.00
- Aruba Materials: \$27,561.40

Quote is valid for Sixty (60) Days

**Appendix A**  
**Valcom Bill of Materials**

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
3	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
38	VL520BK-F	IP CLASSROOM SIGN/SPKR
2	VL550BK-F	IP LARGE SIGN/SPKR
9	VL-522	IP DOUBLE SIDED SIGN/SPKR
5	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
6	VIP-103AL-M	IP MARINE HORN
2	VIP-580A	IP SURFACE FLEX HORN
45	VE2973	IP CALL SWITCH W/ VC
2	V-9880	ANALOG SURFACE FLEXHORN
9	V-9022A	ANALOG 2X2 LAY-IN SPKR

<b>Closet Breakdown</b>			
CLOSET	RACK SPACE	SWITCH PORTS	SWITCHES NEEDED
1st Floor Bldg 1	Good	13	24 PORT W/POE+
1st Floor Bldg 4	Good	21	48 PORT W/POE+
Cafeteria Bldg 2	Good	3	24 PORT W/POE+
2nd Floor Bldg 1	to 3rd floor IDF	13	to 3rd floor IDF
3rd Floor Bldg 1	Good	8	48 PORT W/POE+
Gym Cabinet	Good	4	Use open ports on existing

## Fort Worth Independent School District

Diamond Hill Elementary School – Valcom Paging Project  
1850 Diamond Hill Dr.  
Fort Worth, TX 76133



01-10-2023

TX DIR# CPO-4784

**BID #21959**

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Diamond Hill Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install seventy-six (76) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install seventy-four (74) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install three (3), 12 power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure one (1), Valcom Interactive Console (VE8091)
11. Provide and configure one (1), Valcom Desktop Microphone (V-400)
12. Provide and configure two (2), administration phones.
13. Provide two (2) days, on-site training to the end users at Diamond Hill Elementary School.
14. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
15. Label all newly installed cables per the FWISD cabling standard.
16. Test results and project deliverables to be provided upon completion of the installation.
17. Provide and install three (3) Aruba Networking Switches:
  - o Qty one (1) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - Qty one (1) Stacking cable
    - Qty one (1) Aruba 10G SFP+ LC SR 300m OM3 MMF
  - o Qty two (2) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
    - Qty two (2) Stacking cable
    - Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
18. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
19. Project duration is expected to be three to four weeks.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Diamond Hill Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred fifty (150), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as nine (9) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty-one (51) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty (80), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty (80), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$215,741.97

- Cabling Materials: \$43,899.73
- Cabling Labor: \$24,150.00
- Valcom Materials: \$102,246.47
- Valcom Labor: \$25,000.00
- Aruba Materials: \$20,445.77

Quote is valid for Sixty (60) Days

Appendix A  
Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
2	VE8004BR	4 PORT AUDIO
2	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
51	VL520BK-F	IP CLASSROOM SIGN/SPKR
1	VL550BK-F	IP LARGE SIGN/SPKR
9	VL-522	IP DOUBLE SIDED SIGN/SPKR
7	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
4	VIP-103AL-M	IP MARINE HORN
0	VIP-580A	IP SURFACE FLEX HORN
59	VE2973	IP CALL SWITCH W/ VC
15	V-9022A	ANALOG 2X2 LAY-IN SPKR

Closet Breakdown			
CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	Add 2 post rack	48 PORT W/POE+	1
IDF C	Good	24 PORT W/POE+	1
IDF B	District to remove wire managers to make space	24 PORT W/POE+	1

Fort Worth Independent School District  
Dillow Elementary School – Valcom Paging Project  
4000 Avenue N  
Fort Worth, TX 76105



01-10-2023

TX DIR# CPO-4784  
**BID #21958**

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Dillow Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install seventy-four (74) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install seventy-five (75) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install three (3), 12 power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure one (1), Valcom Interactive Console (VE8091)
11. Provide and configure one (1), Valcom Desktop Microphone (V-400)
12. Provide and configure two (2), administration phones.
13. Provide two (2) days, on-site training to the end users at Dillow Elementary School.
14. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
15. Label all newly installed cables per the FWISD cabling standard.
16. Test results and project deliverables to be provided upon completion of the installation.
17. Provide and install three (3) Aruba Networking Switches:
  - o Qty two (2) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - Qty two (2) Stacking cable
    - Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
  - o Qty one (1) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
    - Qty one (1) Stacking cable
    - Qty one (1) Aruba 10G SFP+ LC SR 300m OM3 MMF
18. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
19. Project duration is expected to be three to four weeks.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Dillow Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred forty-nine (149), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as eight (8) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-five (45) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.



2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of ninety-one (91), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of ninety-one (91), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$211,061.82

- Cabling Materials: \$41,887.03
- Cabling Labor: \$23,750.00
- Valcom Materials: \$99,528.46
- Valcom Labor: \$25,000.00
- Aruba Materials: \$20,896.53

Quote is valid for Ninety (90) Days

Appendix A  
Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
1	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
45	VL520BK-F	IP CLASSROOM SIGN/SPKR
2	VL550BK-F	IP LARGE SIGN/SPKR
8	VL-522	IP DOUBLE SIDED SIGN/SPKR
6	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
5	VIP-103AL-M	IP MARINE HORN
4	VIP-580A	IP SURFACE FLEX HORN
57	VE2973	IP CALL SWITCH W/ VC
8	V-9880	ANALOG SURFACE FLEXHORN
10	V-9022A	ANALOG 2X2 LAY-IN SPKR

<b>Closet Breakdown</b>			
CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	Good	48 PORT W/POE+	1
IDF C	District to remove wire managers to make space	24 PORT W/POE+	1
IDF B	Good	48 PORT W/POE+	1

Fort Worth Independent School District  
McRae Elementary School – Valcom Paging Project  
3316 Avenue N  
Fort Worth, TX 76107



01-10-2023

TX DIR# CPO-4784  
**BID #22272**

### Included in Statement of Work (per district standards)

Southwest Networks, Inc. has ensured that the following equipment are part of this SOW per the Fort Worth ISD (FWISD) Valcom Paging Systems Standard:

1. Valcom console
2. Admin Phones
3. Microphone
4. 2-sided speakers for hallways
5. IP speakers for external locations
6. Call Button covers included for classrooms
7. Rack mount PDU for each closet.
8. Rack mount UPS for each closet.
9. VE4022A IP lay-in speaker w/ talkback in admin offices instead of VL520's.
10. Call switch and volume control in all admin offices.
11. Demo and Removal of obsolete equipment and cabling.
12. Include Port Count and RU with Quotes (switch ports and RUs needed for Valcom)
13. Aruba Networking Switches:
  - Qty four (4) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - i. Qty four (4) Stacking cable
    - ii. Qty four (4) Aruba 10G SFP+ LC SR 300m OM3 MMF
14. On-site training for end users (two days)
15. 5-Year warranty on all Valcom equipment
16. SWN's proposal includes portable buildings and new wings (additions) to the school if appropriate.
17. SWN has included a map of the proposed solution that identifies the location and type of equipment throughout the building.

### Estimated Timeline for completion of Scope of Work:

1. Due to the worldwide supply chain issues; quotes are valid for 60 days.
2. Upon receipt of PO from the district, SWN estimates that orders from Valcom will take 60 to 90 days to fulfill.
3. SWN has been notified of very long lead times on Aruba equipment, possibly up to six months.
4. A typical Valcom installation will take Southwest Networks four weeks to install, two weeks for cabling and two weeks for equipment installation and programming.
  - SWN can accelerate the schedule estimate (provided all equipment is on hand) to meet district goals for installation.
5. SWN has the personnel to perform work at multiple sites concurrently.

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at McRae Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System. (Bill of Materials included in Appendix A)
2. Provide and install eighty-seven (87) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install sixty-six (66) CMP, Category 6 data cables to call switches with volume control, located inside the necessary classrooms and offices.
4. Provide and install eight (8) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
5. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
6. Provide and install Category 6 patch cords 3' in length for closet device connections.
7. Provide and install Category 6 patch cords 7' in length for closet device connections.
8. Provide and install Category 6 patch cords 10' in length for end device connections.
9. Provide and install four (4), 12 power outlet with a 15' long cord. One for each MDF/IDF closet.
10. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
11. Provide and configure one (1), Valcom Interactive Console (VE8091)
12. Provide and configure one (1), Valcom Desktop Microphone (V-400)
13. Provide and configure two (2), administration phones.
14. Provide two (2) days, on-site training to the end users at McRae Elementary School.
15. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
16. Provide and install four (4), Aruba Networking Switches for closet connectivity within the main campus building.
17. Label all newly installed cables per the FWISD cabling standard.
18. Test results and project deliverables to be provided upon completion of the installation.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for McRae Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of eighty-seven (87), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as thirteen (13) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty-six (56) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty-seven (87), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty-seven (87), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$234,323.61

- Cabling Materials: \$44,217.29
- Cabling Labor: \$23,119.07
- Valcom Materials: \$113,524.76
- Valcom Labor: \$25,000.00
- Aruba Materials: \$28,462.49

Quote is valid for Sixty (60) Days

Appendix A  
Valcom Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
2	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
56	VL520BK-F	IP CLASSROOM SIGN/SPKR
1	VL550BK-F	IP LARGE SIGN/SPKR
12	VL-522	IP DOUBLE SIDED SIGN/SPKR
10	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
5	VIP-103AL-M	IP MARINE HORN
3	VIP-580A	IP SURFACE FLEX HORN
66	VE2973	IP CALL SWITCH W/ VC
0	V-9880	ANALOG SURFACE FLEXHORN
8	V-9022A	ANALOG 2X2 LAY-IN SPKR

Closet Breakdown			
CLOSET	RACK SPACE	SWITCH PORTS	SWITCHES NEEDED
MDF	Good	41	(2x) - 48 PORT W/POE+
IDF B	District to create space	22	48 PORT W/POE+
Addition IDF	Good	20	48 PORT W/POE+
2 Portables	Individual Cabinets	4	Use open ports on existing

Fort Worth Independent School District  
Western Hills Elementary School – Valcom Paging Project  
2605 Laredo  
Fort Worth, TX 76116



01-10-2023

TX DIR# CPO-4784  
**BID #22271**

### Included in Statement of Work (per district standards)

Southwest Networks, Inc. has ensured that the following equipment are part of this SOW per the Fort Worth ISD (FWISD) Valcom Paging Systems Standard:

1. Valcom console
2. Admin Phones
3. Microphone
4. 2-sided speakers for hallways
5. IP speakers for external locations
6. Call Button covers included for classrooms
7. Rack mount PDU for each closet.
8. Rack mount UPS for each closet.
9. VE4022A IP lay-in speaker w/ talkback in admin offices instead of VL520's.
10. Call switch and volume control in all admin offices.
11. Demo and Removal of obsolete equipment and cabling.
12. Include Port Count and RU with Quotes (switch ports and RUs needed for Valcom)
13. Aruba Networking Switches:
  - Qty three (3) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - i. Qty four (4) Stacking cable
    - ii. Qty four (4) Aruba 10G SFP+ LC SR 300m OM3 MMF
  - Qty one (1) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
14. On-site training for end users (two days)
15. 5-Year warranty on all Valcom equipment
16. SWN's proposal includes portable buildings and new wings (additions) to the school if appropriate.
17. SWN has included a map of the proposed solution that identifies the location and type of equipment throughout the building.



### Estimated Timeline for completion of Scope of Work:

1. Due to the worldwide supply chain issues; quotes are valid for 60 days.
2. Upon receipt of PO from the district, SWN estimates that orders from Valcom will take 60 to 90 days to fulfill.
3. SWN has been notified of very long lead times on Aruba equipment, possibly up to six months
4. A typical Valcom installation will take Southwest Networks four weeks to install, two weeks for cabling and two weeks for equipment installation and programming.
  - SWN can accelerate the schedule estimate (provided all equipment is on hand) to meet district goals for installation.
5. SWN has the personnel to perform work at multiple sites concurrently.

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Western Hills Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install one hundred and eight (108) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install eighty-four (84) CMP, Category 6 data cables to call switches with volume control, located inside the necessary classrooms and offices.
4. Provide and install fifteen (15) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
5. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
6. Provide and install Category 6 patch cords 3' in length for closet device connections.
7. Provide and install Category 6 patch cords 7' in length for closet device connections.
8. Provide and install Category 6 patch cords 10' in length for end device connections.
9. Provide and install four (4), 12 power outlet with a 15' long cord. One for each MDF/IDF closet.
10. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
11. Provide and configure one (1), Valcom Interactive Console (VE8091)
12. Provide and configure one (1), Valcom Desktop Microphone (V-400)
13. Provide and configure two (2), administration phones.
14. Provide two (2) days, on-site training to the end users at Western Hills Elementary School.
15. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
16. Provide and install four (4), Aruba Networking Switches for data closet connectivity.
17. Label all newly installed cables per the FWISD cabling standard.
18. Test results and project deliverables to be provided upon completion of the installation.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN and will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Western Hills Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred and eight (108), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as sixteen (16) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the seventy-four (74) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-

verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### **Patch Cords**

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of one hundred and eight (108), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of one hundred and eight (108), CMR, Category 6 patch cords, 10' in length for end device connections.

### **Testing and Documentation**

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### **Warranty**

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### **Project Pricing: \$265,416.79**

- **Cabling Materials: \$46,237.75**
- **Cabling Labor: \$26,000.00**
- **Valcom Materials: \$139,106.11**
- **Valcom Labor: \$25,000.00**
- **Aruba Materials: \$29,072.93**

**Quote is valid for Sixty (60) Days**

Appendix A  
Valcom Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
3	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
74	VL520BK-F	IP CLASSROOM SIGN/SPKR
1	VL550BK-F	IP LARGE SIGN/SPKR
15	VL-522	IP DOUBLE SIDED SIGN/SPKR
6	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
9	VIP-103AL-M	IP MARINE HORN
3	VIP-580A	IP SURFACE FLEX HORN
84	VE2973	IP CALL SWITCH W/ VC
0	V-9880	ANALOG SURFACE FLEXHORN
15	V-9022A	ANALOG 2X2 LAY-IN SPKR

<b>Closet Breakdown</b>			
CLOSET	RACK SPACE	SWITCH PORTS	SWITCHES NEEDED
Unit A Bldg	Good	24	48 PORT W/POE+
Gym IDF	Individual Cabinets	3	Use open ports on existing
Unit B Bldg	District to create space	52	(2x) - 48 PORT W/POE+
Addition IDF	Good	15	24 PORT W/POE+
8 Portables	Individual Cabinets	14	Use open ports on existing

Fort Worth Independent School District  
Sellars Elementary School – Valcom Paging Project  
4200 Dorsey St,  
Fort Worth, TX 76119



01-10-2023

TX DIR# DIR-CPO-4784

**BID #21582**

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Sellars Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System with UPS. (Bill of Materials included in Appendix A)
2. Provide and install eighty-three (83) CMP, Category 6 data cables to IP Speaker locations as defined on the SWN provided Valcom design drawings.
3. Provide and install seventy-three (73) CMP, Category 6 data cables to analog locations as defined on the SWN provided Valcom design drawings.
4. Provide and install seven (7) 48-port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install three (3) 12-port, power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure three (3), administration phones.
11. Provide and configure one (1), Valcom Interactive Console.
12. Provide and configure one (1) microphone for office announcements.
13. Provide and install one (1), CPI, 7', Standard Rack with cable management for the Valcom equipment.
14. Provide demolition and disposal of the existing paging equipment and cabling after cut-over to Valcom system.
15. Provide two (2) days, on-site training to the end users at Sellars Elementary School.
16. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
17. Label all newly installed cables per the FWISD cabling standard.
18. Test results and project deliverables to be provided upon completion of the installation.
19. Provide and install three (3) Aruba Networking Switches:
  - o Qty three (3) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - Qty three (3) Stacking cable
    - Qty three (3) Aruba 10G SFP+ LC SR 300m OM3 MMF
20. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
21. Project duration is expected to be three to four weeks.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom IP6K Communication / Notification Server with UPS.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Sellars Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of fifty-nine (59), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, offices, Cafeteria and gym, as well as thirteen (13) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. Southwest Networks, Inc. (SWN) shall furnish and install a total of twenty-seven (27), Category 6 cables, blue in color, to connect to the Valcom Analog speakers throughout the building. Locations for each are defined on the SWN provided design drawings.
3. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
4. For each of the fifty-seven (57) classroom/office locations SWN shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
5. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
6. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
7. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

## MDF/IDF Build-Out

1. SWN will provide and furnish one (1), CPI, 7' rack with cable management per FWISD specifications.
2. SWN will furnish and install seven (7), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.
3. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
4. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

## Patch Cords

1. Southwest Networks will furnish and install a total of ten (10) CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty-three (83), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty-three (83), CMR, Category 6 patch cords, 10' in length for end device connections.

## Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

## Demolition and Disposal

Southwest Networks, Inc. will remove and dispose of the existing PA system and cabling at Sellars Elementary School after the successful cut-over to the new Valcom system.

## Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom IP6K Communication / Notification Server as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$215,356.92

- Cabling Materials: \$46,532.30
- Cabling Labor: \$23,950.00
- Valcom Materials: \$98,526.53
- Valcom Labor: \$25,000.00
- Aruba Materials: \$21,346.89

Quote is valid for Sixty (60) Days

**Appendix A**  
**Valcom Bill of Materials**

Line	Qty	Product	Description
1	1	VE6025	Valcom IP6K Communication / Notification Server with UPS
2	2	VE8014BR	FXS STATION
3	2	VE8004BR	4 PORT AUDIO
4	3	V-C6124P	POWER SUPPLY
5	3	VEADP4	ADMIN PHONE
6	1	VE8091	INTERACTIVE CONSOLE
7	49	VL520BK-F	IP CLASSROOM SIGN/SPKR
8	2	VL550BK-F	IP LARGE SIGN/SPKR
9	13	VL-522	IP DOUBLE SIDED SIGN/SPKR
10	8	VIP-430A	IP SURFACE SPKR W/ TB
11	11	VIP-103AL-M	IP MARINE HORN
12	57	VE2973	IP CALL SWITCH W/ VC
13	2	V-9880	ANALOG SURFACE FLEXHORN
14	8	V-1052C	ANALOG SURFACE SPKR
15	6	V-9022A	ANALOG 2X2 LAY-IN SPKR
16	1	Valcom Warranty	5 Year Warranty, includes all Valcom components on this quote

**Appendix B**  
**Switch Port Count**

CLOSET	QTY	SWITCH	RACK SPACE
MDF	1	48 PORT W/POE+	GOOD
IDF-01	1	48 PORT W/POE+	INSTALL NEW 2 POST
NEW WING IDF	1	48 PORT W/POE+	GOOD



Fort Worth Independent School District  
Atwood McDonald Elementary School – Valcom Paging Project  
1850 Barron Lane  
Fort Worth, TX 76112



01-10-2023

TX DIR# CPO-4784  
BID #21693

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Atwood McDonald School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install eighty-six (86) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install seventy-one (71) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install two (2), 12 power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure one (1), Valcom Interactive Console (VE8091)
11. Provide and configure two (2), administration phones.
12. Provide and install three (3) Aruba Networking Switches:
  - Qty three (3) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch
  - Qty three (3) Stacking cable
  - Qty three (3) Aruba 10G SFP+ LC SR 300m OM3 MMF
13. Provide two (2) days, on-site training to the end users at Atwood McDonald Elementary School.
14. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
15. Label all newly installed cables per the FWISD cabling standard.
16. Test results and project deliverables to be provided upon completion of the installation.
17. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
18. Project duration is expected to be three to four weeks.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6025 (100 End Points) Enhanced Application Server Pro.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A)
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Atwood McDonald Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of eighty-six (86), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as eleven (11) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty (50) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install six (6), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified

and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty-six (86), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty-six (86), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$214,053.83

- Cabling Materials: \$51,980.27
- Cabling Labor: \$24,000.00
- Valcom Materials: \$91,726.53
- Valcom Labor: \$25,000.00
- Aruba Materials: \$21,346.89

Quote is valid for Sixty (60) Days

Appendix A  
Bill of Materials

Line	Qty	Product	Description
1	1	VE6025	Enhanced Application Server Pro (100 end points)
2	1	VE8014BR	Quad Network Station (FXS) Port (Rack Mnt)
3	3	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)
4	5	V-C6124P	Power Supply, 6 amp, Positive 24 VDC
5	2	VE8091	IP Interactive Console
6	1	V-400	Desk Microphone
7	1	V-9939C	Microphone Adapter
8	50	VL520BK-F	IP Speaker with Text, Flasher; Black Finish
9	2	VL550F	IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
10	11	VL522BK-F	Dual-Sided IP Speaker Display with Text, Flashers Black Finish
11	12	VIP-422A	IP 2X2 Lay-in Talkback Speaker
12	7	VIP-103AL-M	IP MARINE HORN
12	4	VIP-580A	IP SURFACE FLEX HORN
13	54	VE2973	IP CALL SWITCH W/ VC
14	3	V-9880	ANALOG SURFACE FLEXHORN
15	14	V-9022A	ANALOG 2X2 LAY-IN SPKR

CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	FWISD to create space	48 PORT W/POE+	2
IDF	Good	48 PORT W/POE+	1

Fort Worth Independent School District  
Seminary Hills Elementary School – Valcom Paging Project  
5037 Townsend Dr.  
Fort Worth, TX 76115



01-10-2023

TX DIR# CPO-4784  
**BID #22071**

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Seminary Hills Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install sixty-eight (68) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install sixty-seven (67) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install three (3), 12 power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure one (1), Valcom Interactive Console (VE8091)
11. Provide and configure one (1), Valcom Desktop Microphone (V-400)
12. Provide and configure two (2), administration phones.
13. Provide two (2) days, on-site training to the end users at Seminary Hills Elementary School.
14. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
15. Label all newly installed cables per the FWISD cabling standard.
16. Test results and project deliverables to be provided upon completion of the installation.
17. Provide and install three (3) Aruba Networking Switches:
  - o Qty one (1) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
    - Qty one (1) Stacking cable
    - Qty one (1) Aruba 10G SFP+ LC SR 300m OM3 MMF
  - o Qty two (2) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
    - Qty two (2) Stacking cable
    - Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
18. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
19. Project duration is expected to be three to four weeks.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Seminary Hills Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred thirty-five (135), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as nine (9) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-three (43) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of ninety-one (91), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of ninety-one (91), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$207,600.88

- Cabling Materials: \$41,976.16
- Cabling Labor: \$23,750.00
- Valcom Materials: \$96,428.95
- Valcom Labor: \$25,000.00
- Aruba Materials: \$20,445.77

Quote is valid for Sixty (60) Days

Appendix A  
Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
1	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
43	VL520BK-F	IP CLASSROOM SIGN/SPKR
2	VL550BK-F	IP LARGE SIGN/SPKR
9	VL-522	IP DOUBLE SIDED SIGN/SPKR
6	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
4	VIP-103AL-M	IP MARINE HORN
51	VE2973	IP CALL SWITCH W/ VC
16	V-9022A	ANALOG 2X2 LAY-IN SPKR

Closet Breakdown			
CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	Good	48 PORT W/POE+	1
MDF	Good	24 PORT W/POE+	1
IDF B Upstairs	Good	24 PORT W/POE+	1



Fort Worth Independent School District  
Davis Elementary School – Valcom Paging Project  
400 Campus Drive  
Fort Worth, TX 76119



01-10-2023

TX DIR# CPO-4784  
**BID #22270**

### Included in Statement of Work (per district standards)

Southwest Networks, Inc. has ensured that the following equipment are part of this SOW per the Fort Worth ISD (FWISD) Valcom Paging Systems Standard:

1. Valcom console
2. Admin Phones
3. Microphone
4. 2-sided speakers for hallways
5. IP speakers for external locations
6. Call Button covers included for classrooms
7. Rack mount PDU for each closet.
8. Rack mount UPS for each closet.
9. VE4022A IP lay-in speaker w/ talkback in admin offices instead of VL520's.
10. Call switch and volume control in all admin offices.
11. Demo and Removal of obsolete equipment and cabling.
12. Include Port Count and RU with Quotes (switch ports and RUs needed for Valcom)
13. Aruba Networking Switches:
  - Qty two (2) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA – 30W
    - i. Qty two (2) Stacking cable
    - ii. Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
14. On-site training for end users (two days)
15. 5-Year warranty on all Valcom equipment
16. SWN's proposal includes portable buildings and new wings (additions) to the school if appropriate.
17. SWN has included a map of the proposed solution that identifies the location and type of equipment throughout the building.

### Estimated Timeline for completion of Scope of Work:

1. Due to the worldwide supply chain issues; quotes are valid for 60 days.
2. Upon receipt of PO from the district, SWN estimates that orders from Valcom will take 60 to 90 days to fulfill.
3. A typical Valcom installation will take Southwest Networks four weeks to install, two weeks for cabling and two weeks for equipment installation and programming.
  - SWN can accelerate the schedule estimate (provided all equipment is on hand) to meet district goals for installation.
4. SWN has the personnel to perform work at multiple sites concurrently.

### Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Davis Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.  
(Bill of Materials included in Appendix A)
2. Provide and install eighty (80) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install sixty-five (65) CMP, Category 6 data cables to call switches with volume control, located inside the necessary classrooms and offices.
4. Provide and install sixteen (16) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
5. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
6. Provide and install Category 6 patch cords 3' in length for closet device connections.
7. Provide and install Category 6 patch cords 7' in length for closet device connections.
8. Provide and install Category 6 patch cords 10' in length for end device connections.
9. Provide and install two (2), 12 power outlet, with a 15' long cord. One for each MDF/IDF closet.
10. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
11. Provide and configure one (1), Valcom Interactive Console (VE8091)
12. Provide and configure one (1), Valcom Desktop Microphone (V-400)
13. Provide and configure two (2), administration phones.
14. Provide two (2) days, on-site training to the end users at Davis Elementary School.
15. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
16. Provide and install two (2), Aruba Networking Switches for data closet connectivity within the main campus building.
17. Label all newly installed cables per the FWISD cabling standard.
18. Test results and project deliverables to be provided upon completion of the installation.

## General Scope of Work

Southwest Networks, Inc. will provide labor and materials as outlined in the details below.

### Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Davis Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

### Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of eighty (80), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in the classroom, Library, Cafeteria, gym and office locations. Additionally, there are eleven (11), Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the fifty-four (54) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call switches with volume control, wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

### MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install two (2), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

### Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of eighty (80), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of eighty (80), CMR, Category 6 patch cords, 10' in length for end device connections.

### Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

### Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

### Project Pricing: \$217,771.71

- Cabling Materials: \$46,773.76
- Cabling Labor: \$23,727.36
- Valcom Materials: \$108,039.34
- Valcom Labor: \$25,000.00
- Aruba Materials: \$14,231.25

Quote is valid for Sixty (60) Days

Appendix A  
Valcom Bill of Materials

QTY	PART #	DESCRIPTION
1	VE6030-1	APPLICATION SERVER
1	VE8014BR	FXS STATION
1	VE8004BR	4 PORT AUDIO
2	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8091	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
54	VL520BK-F	IP CLASSROOM SIGN/SPKR
2	VL550BK-F	IP LARGE SIGN/SPKR
9	VL-522	IP DOUBLE SIDED SIGN/SPKR
9	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
6	VIP-103AL-M	IP MARINE HORN
0	VIP-580A	IP SURFACE FLEX HORN
65	VE2973	IP CALL SWITCH W/ VC
0	V-9880	ANALOG SURFACE FLEXHORN
16	V-9022A	ANALOG 2X2 LAY-IN SPKR

<b>Closet Breakdown</b>			
CLOSET	RACK SPACE	SWITCH PORTS	SWITCHES NEEDED
MDF	Good	66	(2x) - 48 PORT W/POE+
7 Portables	Individual Cabinets	14	Use open ports on existing

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**January 24, 2023**

**TOPIC:       APPROVE PURCHASE AND SALE AGREEMENT FOR THE SALE OF  
840 COOKS LANE, FORT WORTH, TEXAS 76120, EXCLUDING  
MINERAL INTERESTS**

**BACKGROUND:**

On May 12, 2020, the Board of Education (BOE), by Resolution, declared certain District-owned real property as surplus and no longer necessary for the operation of the school district. Pursuant to Chapter 272 of the Texas Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District, the District sought bids on this surplus property, evaluated all bids for best value to the District and, as a result of those efforts, obtained BOE approval of a Purchase and Sale Agreement pertaining to:

840 Cooks Lane, Fort Worth, TX – South of Lowery Road

Legal Description: Lot 2 of the Lowery Road School Site Subdivision of the City of Fort Worth, Tarrant County, Texas containing 24 acres of unimproved land, more or less.

The initial sale of the above property fell through when the purchaser backed out of the transaction prior to closing. Thereafter, on December 1, 2020 the City of Fort Worth, Texas, authorized the acquisition of this property for the amount identical to the BOE approved Purchase and Sale Agreement described above, together with the payment of closing costs. The Council further approved the dedication of this 24-acre site as parkland as an addition to the adjacent Cobblestone Park.

It recently came to the attention of both the City of Fort Worth and FWISD Administration that the parties inadvertently failed to finalize this sale. The sales proceeds were never transferred to FWISD and the property was never conveyed to the City of Fort Worth. As a result, the BOE are being asked to finalize this transaction by approving the Purchase and Sale Agreement attached in the sum of \$750,000 payable to FWISD, recognizing that the City of Fort Worth will pay an amount not to exceed \$12,000 in closing costs. The above property, when conveyed, would exclude the conveyance of any mineral interests owned by the District. Although interlocal agreements between local taxing authorities may be made for less than fair market value, the sale price is above the May 2020 appraised value of the property.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests
2. Decline to Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase and Sale Agreement for the Sale of 840 Cooks Lane, Fort Worth, Texas 76120, Excluding Mineral Interests

**FUNDING SOURCE:**            *Additional Details*

Not Applicable                      Not Applicable

**COST:**

All costs associated with the sale of 840 Cooks Lane, Fort Worth, Texas 76120 will be paid out of the closing of said property.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not Applicable*

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

Multiple Departments

**RATIONALE:**

Extensive work has been performed by Administration to determine real estate holdings no longer necessary for the operation of Fort Worth Independent School District. The property located at 840 Cooks Lane, Fort Worth, Texas 76120 has, by Resolution dated May 12, 2020, been declared surplus by the BOE. As a result, Administration is seeking the BOE to approve the attached Purchase and Sale Agreement in order to sell the property at 840 Cooks Lane, Fort Worth, Texas 76120. The sale of this property will be in compliance with Chapter 272 of the

Local Government Code and all other laws, regulations and policies required to be followed for the sale of real estate holdings by an Independent School District.

**INFORMATION SOURCE:**

Joseph Coburn



## CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE ("**Contract**") is made and entered into by and between the CITY OF FORT WORTH, TEXAS, a home rule Municipal Corporation of the State of Texas, acting by and through its duly authorized City Manager or Assistant City Manager ("**Purchaser**") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, acting by and through its Board of Trustees ("**Seller**"), as of the date on which this Contract is executed by the last to sign of Seller and Purchaser ("**Effective Date**").

### AGREEMENT

In consideration of the mutual covenants in this Contract, Seller and Purchaser agree as follows:

#### **Section 1. Sale and Purchase.**

(a) Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase and accept from Seller, on and subject to the terms and conditions set forth in this Contract approximately 24 acres of land, more or less, known as LOWERY ROAD SCHOOL SITE SUB Lot 2, Tarrant County, Texas (also known as 840 Cooks Lane, Fort Worth, Texas) (the "**Land**"), together with: (i) all buildings, fixtures, structures and improvements thereon; (ii) any strips or gores between the Land and all abutting properties; (iii) all roads, alleys, rights-of-way, easements, streets and ways adjacent to or serving the Land and rights of ingress and egress thereto, whether surface, subsurface or otherwise; (iv) any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land, to the centerline of such street, road or access way; (v) all of Seller's rights, titles and interest, if any, in and to all water rights or any kind or character pertaining to the Land; and (vi) all licenses, interests, and rights appurtenant to the Land. The Land and Items (i)-(vi) are collectively referred to as the "**Property**".

(b) Seller shall convey the Property to Purchaser free and clear of all liens, claims, easements, rights-of-way, reservations, restrictions, encroachments, tenancies, and any other encumbrances (collectively, the "**Encumbrances**") except the Encumbrances appearing in the Title Commitment and the Survey (hereinafter defined) that are not cured and that are subsequently waived pursuant to Section 3 ("**Permitted Encumbrances**").

(c) Notwithstanding anything to the contrary, Seller hereby retains and reserves from this conveyance (and the Property does not include) for itself, and its successors and assigns, any and all interest in any and all oil, gas, and other minerals in, on, or under the Land; provided, however, Seller hereby waives and relinquishes access to any use of the surface of the Property.

#### **Section 2. Independent Contract Consideration and Purchase Price.**

(a) Contemporaneously with the execution of this Contract, Purchaser delivers to Seller a check in the amount of \$50.00 ("**Independent Contract Consideration**") as independent consideration for Seller's execution, delivery, and performance of this Contract. This Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Contract, is non-refundable, and shall be retained by Seller notwithstanding any other provision of this Contract; however, upon Closing (as hereinafter defined), the Independent Contract Consideration shall be applied as a credit toward the Purchase Price (as hereinafter defined).

(b) The purchase price ("**Purchase Price**") for the Property, payable by Purchaser to Seller at Closing (as hereinafter defined), is Seven Hundred Fifty Thousand Dollars and 00/100 DOLLARS (\$750,000.00).

#### **Section 3. Title Commitment and Survey.** 352

(a) Within fifteen (15) business days after the Effective Date, Purchaser shall obtain at Purchaser's sole cost and expense, a Commitment for Title Insurance ("**Title Commitment**") from Alamo Title Company, 2900 S. Hulen Street, Suite 30, Fort Worth, Texas 76109, Telephone: 817-921-1215, Attention: Lavonne S. Keith, Escrow Officer (the "**Title Company**"). The Title Commitment shall be effective as of a date which is on or after the Effective Date, showing Seller as the record title owner of the Land, and shall show all Encumbrances and other matters, if any, relating to the Property. The Title Company shall also deliver contemporaneously with the Title Commitment legible copies of all documents referred to in the Title Commitment, including but not limited to, plats, reservations, restrictions, and easements.

(b) Purchaser may obtain a survey of the Property ("**Survey**") at Purchaser's sole cost and expense. The Survey shall consist of a plat and field notes describing the Property, prepared pursuant to a current on-the-ground staked survey performed by a registered public surveyor or engineer satisfactory to the Purchaser and Title Company. The Survey shall: (i) be certified to Purchaser, its successors and assigns, and Title Company; (ii) reflect the actual dimensions of and the total number of square feet within the Property net of any portion thereof lying within a publicly dedicated roadway or a utility easement; (iii) identify any rights-of-way, easements, or other Encumbrances by reference to applicable recording data; and (iv) include the Surveyor's registered number and seal and the date of the Survey. The description of the Property prepared as a part of the Survey will be used in all of the documents set forth in this Contract that require a legal description of the Property.

(c) Purchaser shall have a period of time ("**Title Review Period**") commencing on the Effective Date and ending fifteen (15) business days after the Effective Date in which to notify Seller in writing of any objections ("**Objections**") Purchaser has to any matters shown on the Title Commitment or the Survey.

(d) Seller shall have the option, but not the obligation, to remedy or remove all Objections (or agree irrevocably in writing to remedy or remove all such Objections at or prior to Closing) during the period of time (the "**Cure Period**") ending on the tenth business day after Seller's receipt of Purchaser's notice of such Objections. Except to the extent that Seller cures, or agrees in writing to cure, such Objections during the Cure Period, Seller shall be deemed to have elected not to cure such matters. If Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of any Objections (or agree irrevocably to do so at or prior to Closing) within the Cure Period, then either: (i) this Agreement may be terminated in its entirety by Purchaser by giving Seller written notice to such effect during the period of time (the "**Termination Period**") ending on the fifth (5<sup>th</sup>) business day following the end of the Cure Period, and the parties shall be released of further obligations under this Agreement; or (ii) any such Objections may be waived by or on behalf of Purchaser, with Purchaser to be deemed to have waived such Objections if notice of termination is not given within the Termination Period. Any title encumbrances or exceptions which are set forth in the Title Commitment or the Survey and to which Purchaser does not object within Title Review Period (or which are thereafter waived or deemed to be waived by Purchaser) shall be deemed to be permitted exceptions (the "**Permitted Exceptions**") to the status of Seller's title to the Property.

(e) Any other provision herein to the contrary notwithstanding, all Objections that Seller agrees in writing to cure at or prior to Closing (collectively, the "**Mandatory Cure Items**") shall be satisfied, cured or removed by Seller, at Seller's sole cost and expense, at or prior to Closing.

**Section 4. Due Diligence Documents.** Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser for Purchaser's review: (i) any and all tests, studies, and investigations relating to the Property, including, without limitation, any soil tests, engineering reports or studies, and any Phase I or other environmental audits, reports or studies of the Property; (ii) any and all information regarding condemnation notice(s), proceedings and awards affecting the Property; (iii) any existing survey(s) of the

Property; and (iv) all proposed or existing private covenants, conditions, and restrictions, of which the Property will be a part and any other private agreements affecting the use or development of the Property.

**Section 5. Tests.** Purchaser, at Purchaser's sole cost and risk, shall have the right to make inspections, surveys, test borings, soil analysis, and other tests, studies, and surveys, including without limitation, environmental and engineering tests, borings, analysis, and studies ("**Tests**"). Any Tests shall be conducted at Purchaser's sole expense. At the conclusion of the Tests, the Property will be restored by Purchaser, at Purchaser's sole expense, to at least a similar condition as before the Tests were conducted. In the event this transaction does not close for any reason whatsoever, the Purchaser shall release to the Seller any and all independent studies or results of Tests obtained during the Option Period (as defined below).

**Section 6. Option Period.**

(a) Notwithstanding anything to the contrary contained in this Contract, until sixty (60) days after the Effective Date ("**Option Period**"), the following is a condition precedent to Purchaser's obligations under this Contract:

Purchaser being satisfied in Purchaser's sole and absolute discretion that the Property is suitable for Purchaser's intended uses, including, without limitation, Purchaser being satisfied with the results of the Tests (defined in Section 5 above).

(b) If Purchaser is not satisfied in Purchaser's sole and absolute discretion as to the condition precedent described in Section 6(a) above, Purchaser may give written notice thereof to Seller on or before the end of the Option Period, whereupon this Contract shall terminate. Upon such termination, the Contract will terminate, and neither party shall have any further rights or obligations under this Contract.

(c) The provisions of this Section 6 control all other provisions of this Contract.

(d) The parties agree that the Option Period will not be extended upon expiration without a written amendment signed by both parties.

**Section 7. Closing Deadline.** The closing ("**Closing**") of the sale of the Property by Seller to Purchaser shall occur through the office of the Title Company on or before thirty (30) days after the expiration of the Option Period.

**Section 8. Closing.**

(a) At the Closing, all of the following shall occur, all of which are deemed concurrent conditions:

(1) Seller shall deliver or cause to be delivered to Purchaser the following:

(i) A Special Warranty Deed ("**Deed**"), fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title to the Property subject only to the Permitted Encumbrances, but containing a reservation of the mineral rights to the Seller, and including a use restriction subject to a right of reverter on behalf of Seller that the Property, for thirty (30) years from the date of conveyance by Seller to Purchaser, shall be occupied and used solely for: the purpose of operating a city park, operating recreational facilities or authorizing non-profit entities to do so, operating adult education or training facilities or authorizing non-profits to do so, operating art, music, or performing arts facilities, or authorizing non-profit entities to do so, operating a voting

location for local, state, or federal elections, or for operating or authorizing a non-profit to operate for any other purpose that benefits the public or public interests of persons and families living within the Fort Worth Independent School District as well as the citizens of the city of Fort Worth;

- (ii) A Non-Foreign Person Affidavit, in form and substance reasonably satisfactory to Purchaser, fully executed and acknowledged by Seller, confirming that Seller is not a foreign person or entity within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;
- (iii) Evidence of authority to consummate the sale of the Property as is contemplated in this Agreement or as Purchaser may reasonably request; and
- (iv) Any other instrument or document reasonably necessary for Title Company to issue the Owner Policy in accordance with Section 8(a)(3) below.

(2) Purchaser, at Purchaser's sole cost and expense, shall deliver or cause to be delivered to Seller through the Title Company federally wired funds or a certified or cashier's check or such other means of funding acceptable to Seller, in an amount equal to the Purchase Price, adjusted for closing costs and prorations.

(3) Title Company shall issue to Purchaser, at Purchaser's sole cost and expense, an Owner Policy of Title Insurance ("**Owner Policy**") issued by Title Company in the amount of the Purchase Price insuring that, after the completion of the Closing, Purchaser is the owner of indefeasible fee simple title to the Property, subject only to the Permitted Encumbrances, and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance; provided, however, the printed form survey exception shall be limited to "shortages in area," the printed form exception for restrictive covenants shall be deleted except for those restrictive covenants that are Permitted Encumbrances, there shall be no exception for rights of parties in possession, and the standard exception for taxes shall read: "Standby Fees and Taxes for the year of Closing and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership";

(4) Seller and Purchaser shall each pay their respective attorneys' fees.

(5) Purchaser shall pay all recording fees and any other closing costs as set forth by the Title Company.

(b) Purchaser will qualify for exemption from ad valorem taxation for the Property, and no ad valorem taxation shall accrue after the date of Closing. Seller, likewise, qualifies for exemption from ad valorem taxation for the Property and there should be no ad valorem taxes assessed on the period of time prior to Closing unless due to Purchaser's occupation, possession, and use of the Property prior to Closing.

(c) Upon completion of the Closing, Seller shall deliver possession of the Property to Purchaser, free and clear of all tenancies of every kind except those disclosed in the Permitted Encumbrances.

**Section 9. Seller's Representations.** Seller hereby represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, except as otherwise disclosed in written notice from Seller to Purchaser at or prior to Closing, that:

- (a) **Seller's Authority.** This Contract has been duly authorized by requisite action and is enforceable against Seller in accordance with its terms; neither the execution and delivery

of this Agreement nor the consummation of the sale provided for herein will constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or two which Seller may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, junction or decree issued against or binding upon Seller or the Property;

- (b) **No Pending Proceedings.** To the best of Seller's knowledge, there is no action, suit, proceeding, or claim affecting the Property or any portion thereof, or affecting Seller and relating to the ownership, operation, use, or occupancy of the Property, pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau o agency or other governmental entity and no such action, suit, proceeding or claim is threatened or asserted;
- (c) **Seller is Not a Foreign Person.** Seller is not a foreign person or entity as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and Purchaser is not obligated to withhold any portion of the Sales Price for the benefit of the Internal Revenue Service;
- (d) **No Insolvency Proceedings.** No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws is contemplated or has been filed by or against Seller or the Property, nor is any such action pending by or against Seller or the Property;
- (e) **Contract Obligations.** Except as otherwise disclosed in the Title Commitment, no lease, contract or agreement exists relating to the Property or any portion thereof.
- (f) **No Competing Rights. Except for other condemning authorities,** no person, firm, or entity, other than Purchaser, has any right to purchase, lease or otherwise acquire or possess the Property or any part thereof; however, Seller is not aware of any competing rights at this time;
- (g) **No Regulatory Violations.** To the best of Seller's knowledge, the Property is not in breach of any law, ordinance or regulation, or any order of any court or any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality wherever located, including, without limitation, those relating to environmental matters and hazardous waste, and no claim, action, suit or proceeding is pending or, to the best o Seller's knowledge and belief and after due inquiry, threatened against or affecting Seller or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency or entity wherever located, with respect to the Property or the Seller's present use and operation of the Property; and
- (h) **No Hazardous Materials.** To the best of Seller's knowledge: (i) there are no required federal, state, or local permits concerning or related to environmental protection and regulation for the Property; (ii) there is no pending action against Seller under any environmental law, regulation or ordinance and Seller has not received written notice of any such action or possible action; (iii) there is not now, nor has there been in the past, any release of hazardous substances on, over, at, from, into or onto any facility at the Property, as such terms are understood under the Comprehensive Environmental Response, Compensation and Liability Act; and (iv) Seller does not have actual knowledge of any environmental condition, situation or incident on, at or concerning the Property that could reasonably be expected to give rise to an action or to liability under any law, rule, ordinance or common law theory governing environmental protection.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Purchaser promptly in the event that Seller obtains knowledge of any change affecting any of such representations and warranties, in which event Purchaser shall be entitled to exercise the remedies set forth in Section 14 hereof. Until and unless Seller's  
840 Cooks Lane, Fort Worth, Texas

warranties and representations shall have been qualified and modified as appropriate by any such additional information provided by Seller to Purchaser, Purchaser shall continue to be entitled to rely on Seller's representations and warranties set forth in this Agreement, notwithstanding any contrary information resulting from any inspection or investigation made by or on behalf of Purchaser. All of Seller's representations and warranties, as so qualified and modified, shall survive Closing.

**Section 10. Seller's Covenants.**

- (a) **Updating of Information.** Seller acknowledges that Purchaser will rely upon the Title Commitment, Survey, Due Diligence documents, and other materials delivered by Seller to Purchaser hereunder to satisfy itself with respect to the condition and operation of the Property, and Seller agrees that, if Seller discovers that the information contained in any of the materials delivered to Purchaser hereunder is inaccurate or misleading in any respect, then Seller shall promptly notify Purchaser of such changes and supplement such materials.
- (b) **Prohibited Activities.** During the term of this Agreement, Seller shall not, without the prior written consent of Purchaser, which consent Purchaser shall have no obligation to grant and which consent, if granted, may be conditioned in such manner as Purchaser shall deem appropriate in the sole discretion of Purchaser: (i) grant any licenses, easements or other uses affecting any portions of the Property; (ii) permit any mechanic's or materialman's lien to attach to any portion of the Property; (iii) place or permit to be placed on, or remove or permit to be removed from, the Property any trees, buildings, structures or other improvements of any kind; or (iv) excavate or permit the excavation of the Property or any portion thereof.
- (c) **Cooperation in Permitting Activities.** During the term of this Agreement, Seller will cooperate with Purchaser in such manner and at such times as Purchaser may request in obtaining subdivision, zoning or rezoning, site plan development, building permit, and other approvals required for Purchaser's proposed use, including without limitation, signing such applications for such approvals and other instruments as may be required or authorizing Purchaser to sign such applications or instruments as Seller's agent or both. Purchaser shall bear the costs and expenses of obtaining all such approvals except for attorneys' fees that Seller may consider necessary in connection with reviewing such applications and instruments, which shall be borne solely by Seller.

**Section 11. Agents.** Seller and Purchaser each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party in connection with this transaction.

**Section 12. Closing Documents.** No later than three (3) business days prior to the Closing, Seller shall deliver to Purchaser copies of the closing documents (including but not limited to the Deed) for Purchaser's reasonable right of approval.

**Section 13. Notices.**

(a) Any notice under this Contract shall be in writing and shall be deemed to have been served if: (i) delivered in person to the address set forth below for the party to whom the notice is given, (ii) delivered in person at the Closing (if that party is present at the Closing), (iii) placed in the United States mail, return receipt requested, addressed to such party at the address specified below, or (iv) deposited into the custody of Federal Express Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below.

(b) The address of Buyer under this Contract is:

City of Fort Worth  
Property Management Department  
200 Texas Street  
Fort Worth, Texas 76102  
Attn: Roger Venables  
Telephone: 817-392-6334

With a copy to:  
Leann D. Guzman  
City Attorney's Office  
200 Texas Street  
Fort Worth, Texas 76102  
Telephone 817-392-7600

(c) The address of Seller under this Contract is:

Dr. Joseph Coburn, Chief of District Operations  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, Texas 76107  
Telephone 817-814-2650

With a copy to:  
Office of Legal Services  
100 N. University Dr.  
Fort Worth, Texas 76107  
Telephone: 817-814-1980

(d) From time to time either party may designate another address or phone number under this Contract by giving the other party advance written notice of the change.

**Section 14. Termination, Default, and Remedies.**

(a) If Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing for any reason other than termination of this Contract by Purchaser pursuant to a right so to terminate expressly set forth in this Contract or Seller's failure to perform Seller's obligations under this Contract, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Purchaser prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder.

(b) If: (1) Seller fails or refuses to timely consummate the sale of the Property pursuant to this Contract at Closing; (2) at the Closing any of Seller's representations, warranties, or covenants contained herein are not true or have been breached or modified; or (3) Seller fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Contract by Seller pursuant to a right so to terminate expressly set forth in this Contract or Purchaser's failure to perform Purchaser's obligations under this Contract, then Purchaser shall have the right to:

- (i) terminate this Contract by giving written notice thereof to Seller prior to or at the Closing and neither party hereto shall have any further rights or obligations hereunder; or
- (ii) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof.

**Section 15. Survival of Obligations.** To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations, and rights set forth herein shall not be deemed terminated at the time of the Closing, nor shall they merge into the various documents executed and delivered at the time of the Closing. All representations and warranties by Seller in this Agreement: (i) will expire two years after the Closing as to matters for which Purchaser has not provided written notice to Seller within such period of time; and (ii) will expire as to all matters specified in any such written notice to the extent that such matters are not resolved or made the subject of litigation instituted prior to the expiration of three years after the Closing.

**Section 16. Entire Contract.** This Contract (including the attached Exhibits) contains the entire contract between Seller and Purchaser, and no oral statements or prior written matter not specifically incorporated herein is of any force and effect. No modifications are binding on either party unless set forth in a document executed by that party.

**Section 17. Assigns.** This Contract inures to the benefit of and is binding on the parties and their respective legal representatives, successors, and assigns. Neither party may assign its interest under this Contract without the prior written consent of the other party.

**Section 18. Taking Prior to Closing.** If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Purchaser may, in Purchaser's sole discretion, either (i) terminate this Contract and neither party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

**Section 19. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 20. Performance of Contract.** The obligations under the terms of the Contract are performable in Tarrant County, Texas, and any and all payments under the terms of the Contract are to be made in Tarrant County, Texas.

**Section 21. Venue.** Venue of any action brought under this Contract shall be in Tarrant County, Texas if venue is legally proper in that County.

**Section 22. Severability.** If any provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 23. Business Days/Effective Date.** If the Closing or the day for performance of any act required under this Contract falls on a Saturday, Sunday, or legal holiday, then the Closing or the day for such performance, as the case may be, shall be the next following regular business day. The date on which the Title Company receipts a copy of the Contract is the "Effective Date."

**Section 24. Counterparts.** This Contract may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

**Section 25. Terminology.** The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract in any manner. Wherever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

**Section 26. Construction.** The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Contract or any amendments or exhibits to it.

**Section 27. Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall bear its own attorneys' fees.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]




This Contract is EXECUTED as of the Effective Date.

**SELLER:**  
**The Fort Worth Independent School District**

By: \_\_\_\_\_  
Tobi Jackson, President  
Fort Worth Independent School District  
Board of Education

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY AND FORM

  
\_\_\_\_\_  
Attorney Representing FWISD

**PURCHASER:**  
**CITY OF FORT WORTH, TEXAS**

By: \_\_\_\_\_  
Dana Burghdoff, Assistant City Manager

Attest:

\_\_\_\_\_  
City Secretary

M&C \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY AND FORM

\_\_\_\_\_  
Assistant City Attorney

By its execution below, Title Company agrees to perform its other duties pursuant to the provisions of this Contract.

TITLE COMPANY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACTION AGENDA ITEM  
BOARD MEETING  
January 24, 2023**

**TOPIC:       APPROVE 2023 - 2024 TRADITIONAL, INTERSESSIONAL, AND EARLY COLLEGE HIGH SCHOOL CALENDARS**

**BACKGROUND:**

Fort Worth ISD calendars are developed with input from various stakeholders including the District Advisory Committee (DAC) and District Employee Relations Council (DERC) on an annual basis. The recommended 2023-2024 Traditional, Intersessional (Alice Carlson and Jo Kelly), and Early College High School calendars meet the 75,600 minutes' state requirement. District calendars are designed to meet the instructional needs of Fort Worth ISD students. Testing dates, staff days, holidays, fall, winter, and spring breaks were considered and discussed when developing the calendars.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars
2. Decline to Approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars

**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, departments and community.

**RATIONALE:**

Approval of the 2023 - 2024 Traditional School, Intersessional (Alice Carlson and Jo Kelly), and Early College High School calendars will provide key information regarding the 2023-2024 school year for District staff, parents, students, and the Fort Worth ISD community.

**INFORMATION SOURCE:**

Karen Molinar

# DRAFT 12/14/2022 - DO NOT DISTRIBUTE

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### 2023-2024 TRADITIONAL CALENDAR

AUGUST 2023						
SU	M	TU	W	TH	F	SA
	July 31	1	2	3	4	5
NEW HIRE FWISD TEACHERS BEGIN 7/31/2023						
6	7	8	9	10	11	12
	PROF LRN	PROF LRN	TCHR PREP*	PROF LRN	TCHR PREP*	
13	14	15	16	17	18	19
	START FIRST DAY					
20	21	22	23	24	25	26
27	28	29	30	31		
14 STUDENT DAYS   19 TEACHER DAYS						

SEPTEMBER 2023							
SU	M	TU	W	TH	F	SA	
	Hispanic Heritage Month September 15 - October 15					1	2
					TCHR PREP*		
3	4	5	6	7	8	9	
	Labor Day					Saturday Learning Quest	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
					END 1 <sup>ST</sup> SIX WEEKS	Saturday Learning Quest	
24	25	26	27	28	29	30	
	START 2 <sup>ND</sup> SIX WEEKS						
19 STUDENT DAYS   20 TEACHER DAYS							

OCTOBER 2023						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
					Fall Break	
					FLEX	
8	9	10	11	12	13	14
	American Indian Heritage Day					Saturday Learning Quest
	FLEX					
15	16	17	18	19	20	21
22	23	24	25	26	27	28
					END 2 <sup>ND</sup> SIX WEEKS	Saturday Learning Quest
29	30	31				
	START 3 <sup>RD</sup> SIX WEEKS					
20 STUDENT DAYS   20 TEACHER DAYS						

NOVEMBER 2023						
SU	M	TU	W	TH	F	SA
Native American Heritage Month			1	2	3	4
5	6	7	8	9	10	11
	PROF LRN				Veteran's Day	Saturday Learning Quest
12	13	14	15	16	17	18
19	20	21	22	23	24	25
	THANKSGIVING BREAK					
26	27	28	29	30		
				Thanksgiving Day		
16 STUDENT DAYS   17 TEACHER DAYS						

DECEMBER 2023						
SU	M	TU	W	TH	F	SA
					1	2
						Saturday Learning Quest
3	4	5	6	7	8	9
	STAAR Testing English I and II • Algebra I • Biology • U.S. History					
10	11	12	13	14	15	16
				END FALL SEMESTER	TCHR PREP*	
17	18	19	20	21	22	23
	WINTER BREAK					
24	25	26	27	28	29	30
Christmas Eve	Christmas Day					
31	New Year's Eve					
10 STUDENT DAYS   11 TEACHER DAYS						

JANUARY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
	WINTER BREAK	TCHR PREP*	Students Return			Saturday Learning Quest
	New Year's Day	START SPRING SEMESTER				
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	Martin Luther King, Jr Day					Saturday Learning Quest
21	22	23	24	25	26	27
28	29	30	31			
20 STUDENT DAYS   21 TEACHER DAYS						

FEBRUARY 2024						
SU	M	TU	W	TH	F	SA
African American History Month				1	2	3
4	5	6	7	8	9	10
					END 4 <sup>TH</sup> SIX WEEKS	Saturday Learning Quest
11	12	13	14	15	16	17
	START 5 <sup>TH</sup> SIX WEEKS					
18	19	20	21	22	23	24
	PROF LRN					Saturday Learning Quest
25	26	27	28	29		
20 STUDENT DAYS   21 TEACHER DAYS						

MARCH 2024						
SU	M	TU	W	TH	F	SA
Women's History Month					1	2
						Saturday Learning Quest
3	4	5	6	7	8	9
10	11	12	13	14	15	16
	SPRING BREAK					
17	18	19	20	21	22	23
24	25	26	27	28	29	30
	César Chávez and Dolores Huerta				TELPAS END Good Friday	
31	Easter Day	FLEX				
15 STUDENT DAYS   15 TEACHER DAYS						

APRIL 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
						Saturday Learning Quest
7	8	9	10	11	12	13
					END 5 <sup>TH</sup> SIX WEEKS	
14	15	16	17	18	19	20
	START 6 <sup>TH</sup> SIX WEEKS	STAAR Testing - English I and II Grades 3-8 Reading Language Arts				
21	22	23	24	25	26	27
	STAAR Testing - Biology and U.S. History Grade 5 and 8 Science and Grade 8 Social Studies					Saturday Learning Quest
28	29	30				
22 STUDENT DAYS   22 TEACHER DAYS						

MAY 2024						
SU	M	TU	W	TH	F	SA
Asian/Pacific American Heritage Month			1	2	3	4
						Saturday Learning Quest
5	6	7	8	9	10	11
	STAAR Testing - Algebra I Grades 3-8 Mathematics					
12	13	14	15	16	17	18
19	20	21	22	23	24	25
				END LAST DAY	TCHR PREP*	
26	27	28	29	30	31	
	Memorial Day					
17 STUDENT DAYS   18 TEACHER DAYS						

JUNE 2024						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
	STAAR Testing - English I and II Algebra I • Biology • U.S. History					
			Juneteenth			
23	24	25	26	27	28	29
30						
173 STUDENT DAYS 184 + 3 (FLEX DAYS) = 187 TEACHER DAYS						

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
				Independence Day		
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			
173 STUDENT DAYS 184 + 3 (FLEX DAYS) = 187 TEACHER DAYS						

- DISTRICT HOLIDAY (SCHOOLS CLOSED)
- NO STUDENTS
- CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAY (NO STUDENTS)
- SEMESTER MILESTONE
- STATE TESTING

**SCHOOL HOURS:**  
 7:50 am - 2:30 pm Pre-Kindergarten  
 7:50 am - 3:20 pm Elementary School  
 9:00 am - 4:30 pm Middle School  
 8:15 am - 3:45 pm High School

- TEACHER FLEX DAYS:**
- Oct 6, 9 (Fall Break, American Indian Heritage)
  - Mar 25 (Chávez/ Huerta)
- STAFF DAYS (NO STUDENTS):**
- Aug 7, 8, 10 (Professional Learning)
  - Aug 9, 11 (Teacher Prep)
  - Sep 1 (Teacher Prep)
  - Nov 6 (Professional Learning)
  - Dec 15 (Teacher Prep)
  - Jan 2 (Teacher Prep)
  - Feb 19 (Professional Learning)
  - May 24 (Teacher Prep)



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

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(817) 814-2000 | www.fwisd.org

**DATES SUBJECT TO CHANGE**  
Fort Worth ISD Board Approval Pending

STAAR Testing [Texas Education Agency](https://www.pearsoned.com/txedu)  
Student Assessment Testing Calendar posted March 22, 2022.

# DRAFT 12/14/2022 - DO NOT DISTRIBUTE

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### 2023-2024 EARLY COLLEGE HIGH SCHOOL CALENDAR

AUGUST 2023						
SU	M	TU	W	TH	F	SA
	July 31	1	2	3	4	5
NEW HIRE FWISD TEACHERS BEGIN 7/31/2023						
6	7 PROF LRN	8 PROF LRN	9 TCHR PREP*	10 PROF LRN	11 TCHR PREP*	12
13	14 START FIRST DAY	15	16	17	18	19
20	21 TCC Classes Begin	22	23	24	25	26
27	28	29	30	31		
14 STUDENT DAYS   19 TEACHER DAYS						

SEPTEMBER 2023						
SU	M	TU	W	TH	F	SA
					1	2
Hispanic Heritage Month September 15 - October 15						
3	4 Labor Day	5	6	7	8	9 Saturday Learning Quest
10	11	12	13	14	15	16
17	18	19	20	21	22 END 1 <sup>ST</sup> SIX WEEKS	23 Saturday Learning Quest
24	25 START 2 <sup>ND</sup> SIX WEEKS	26	27	28	29	30
20 STUDENT DAYS   20 TEACHER DAYS						

OCTOBER 2023						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9 American Indian Heritage Day	10	11	12	13	14 Saturday Learning Quest
15	16	17	18	19	20	21
22	23	24	25	26	27 END 2 <sup>ND</sup> SIX WEEKS	28 Saturday Learning Quest
29	30 START 3 <sup>RD</sup> SIX WEEKS	31				
22 STUDENT DAYS   22 TEACHER DAYS						

NOVEMBER 2023						
SU	M	TU	W	TH	F	SA
Native American Heritage Month			1	2	3	4
5	6	7	8	9	10 Veteran's Day	11 Saturday Learning Quest
12	13	14	15	16	17	18
19	20	21	22	23	24	25
THANKSGIVING BREAK <small>Thanksgiving Day</small>						
26	27	28	29	30		
17 STUDENT DAYS   17 TEACHER DAYS						

DECEMBER 2023						
SU	M	TU	W	TH	F	SA
					1	2 Saturday Learning Quest
3	4	5	6	7	8	9
STAAR Testing English I and II • Algebra I • Biology • U.S. History						
10	11	12	13 TCC Classes End	14 END FALL SEMESTER	15 TCHR PREP*	16
17	18	19	20	21	22	23
WINTER BREAK						
24 Christmas Eve	25 Christmas Day	26	27	28	29	30
31 New Year's Eve						
10 STUDENT DAYS   11 TEACHER DAYS						

JANUARY 2024						
SU	M	TU	W	TH	F	SA
	1 WINTER BREAK <small>New Year's Day</small>	2 FLEX	3 FLEX	4 FLEX	5 TCHR PREP*	6 Saturday Learning Quest
7	8 Students Return	9	10	11	12	13
14	15 Martin Luther King, Jr Day	16 TCC Classes Begin	17	18	19	20 Saturday Learning Quest
21	22	23	24	25	26	27
28	29	30	31			
17 STUDENT DAYS   18 TEACHER DAYS						

FEBRUARY 2024						
SU	M	TU	W	TH	F	SA
African American History Month			1	2	3	
4	5	6	7	8	9 END 4 <sup>TH</sup> SIX WEEKS	10 Saturday Learning Quest
11	12 START 5 <sup>TH</sup> SIX WEEKS	13	14	15	16	17
18	19	20	21	22	23	24 Saturday Learning Quest
25	26	27	28	29		
21 STUDENT DAYS   21 TEACHER DAYS						

MARCH 2024						
SU	M	TU	W	TH	F	SA
Women's History Month						2 Saturday Learning Quest
3	4	5	6	7	8	9
10	11	12	13	14	15	16
SPRING BREAK						
17	18	19	20	21	22	23
24	25 Cesar Chavez and Dolores Huerta	26	27	28	29 TELPAS END Good Friday	30
31 Easter Day						
16 STUDENT DAYS   16 TEACHER DAYS						

APRIL 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6 Saturday Learning Quest
7	8	9	10	11	12 END 5 <sup>TH</sup> SIX WEEKS	13
14	15 START 6 <sup>TH</sup> SIX WEEKS	16	17	18	19	20
STAAR Testing - English I and II Grades 3-8 Reading Language Arts						
21	22	23	24	25	26	27 Saturday Learning Quest
STAAR Testing - Biology and U.S. History Grade 5 and 8 Science and Grade 8 Social Studies						
28	29	30				
22 STUDENT DAYS   22 TEACHER DAYS						

MAY 2024						
SU	M	TU	W	TH	F	SA
Asian/Pacific American Heritage Month			1	2	3	4 Saturday Learning Quest
5	6	7	8 TCC End	9	10	11
STAAR Testing - Algebra I Grades 3-8 Mathematics						
12	13	14	15	16	17	18
19	20	21	22	23 END LAST DAY	24 TCHR PREP*	25
26	27 Memorial Day	28	29	30	31	
17 STUDENT DAYS   18 TEACHER DAYS						

JUNE 2024						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
STAAR Testing - English I and II Algebra I • Biology • U.S. History <small>Juneteenth</small>						
23	24	25	26	27	28	29
30						
176 STUDENT DAYS 184 + 3 (FLEX DAYS) = 187 TEACHER DAYS						

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4 Independence Day	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			
176 STUDENT DAYS 184 + 3 (FLEX DAYS) = 187 TEACHER DAYS						

- DISTRICT HOLIDAY (SCHOOLS CLOSED)
- NO STUDENTS
- CLASSROOM TEACHER FLEX OPPORTUNITY
- STAFF DAY (NO STUDENTS)
- SEMESTER MILESTONE
- STATE TESTING

**SCHOOL HOURS:**  
8:00 am – 3:30 pm Early College High School

- 176 STUDENT DAYS  
184 + 3 (FLEX DAYS) = 187 TEACHER DAYS
- TEACHER FLEX DAYS:**
- Jan 2, 3, 4
- STAFF DAYS (NO STUDENTS):**
- Aug 7, 8, 10 (Professional Learning)
  - Aug 9, 11 (Teacher Prep)
  - Dec 15 (Teacher Prep)
  - Jan 5 (Teacher Prep)
  - May 24 (Teacher Prep)



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**DATES SUBJECT TO CHANGE**  
**Fort Worth ISD Board Approval Pending**

STAAR Testing [Texas Education Agency](https://www.pearsoned.com/txa)  
Student Assessment Testing Calendar posted March 22, 2022.

# DRAFT 12/14/2022 - DO NOT DISTRIBUTE FORT WORTH INDEPENDENT SCHOOL DISTRICT

## 2023-2024 INTERSESSIONAL CALENDAR FOR ALICE CARLSON AND JO KELLY

AUGUST 2023						
SU	M	TU	W	TH	F	SA
	July 31	1	2	3	4	5
NEW HIRE FWISD TEACHERS BEGIN 7/31/2023						
6	7	8	9	10	11	12
	PROF LRN	PROF LRN	TCHR PREP*	PROF LRN	TCHR PREP*	
13	14	15	16	17	18	19
	START FIRST DAY					
20	21	22	23	24	25	26
27	28	29	30	31		
14 STUDENT DAYS   19 TEACHER DAYS						

SEPTEMBER 2023						
SU	M	TU	W	TH	F	SA
					1	2
Hispanic Heritage Month September 15 - October 15					TCHR PREP*	
3	4	5	6	7	8	9
	Labor Day					Saturday Learning Quest
10	11	12	13	14	15	16
17	18	19	20	21	22	23
						Saturday Learning Quest
24	25	26	27	28	29	30
					INTERSESSION	
18 STUDENT DAYS   19 TEACHER DAYS						

OCTOBER 2023						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
INTERSESSION					Fall Break	
					FLEX	
8	9	10	11	12	13	14
	American Indian Heritage Day					Saturday Learning Quest
15	16	17	18	19	20	21
	FLEX					
22	23	24	25	26	27	28
						Saturday Learning Quest
29	30	31				
16 STUDENT DAYS   16 TEACHER DAYS						

NOVEMBER 2023						
SU	M	TU	W	TH	F	SA
Native American Heritage Month			1	2	3	4
5	6	7	8	9	10	11
	PROF LRN				Veteran's Day	Saturday Learning Quest
12	13	14	15	16	17	18
19	20	21	22	23	24	25
THANKSGIVING BREAK				Thanksgiving Day		
26	27	28	29	30		
16 STUDENT DAYS   17 TEACHER DAYS						

DECEMBER 2023						
SU	M	TU	W	TH	F	SA
					1	2
						Saturday Learning Quest
3	4	5	6	7	8	9
STAAR Testing English I and II • Algebra I • Biology • U.S. History						
10	11	12	13	14	15	16
				END FALL SEMESTER	TCHR PREP*	
17	18	19	20	21	22	23
WINTER BREAK						
24	25	26	27	28	29	30
Christmas Eve	Christmas Day					
31	New Year's Eve					
10 STUDENT DAYS   11 TEACHER DAYS						

JANUARY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
	WINTER BREAK	TCHR PREP*	Students Return			Saturday Learning Quest
	New Year's Day		START SPRING SEMESTER			
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	Martin Luther King, Jr Day					Saturday Learning Quest
21	22	23	24	25	26	27
28	29	30	31			
20 STUDENT DAYS   21 TEACHER DAYS						

FEBRUARY 2024						
SU	M	TU	W	TH	F	SA
African American History Month				1	2	3
4	5	6	7	8	9	10
						Saturday Learning Quest
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	PROF LRN					Saturday Learning Quest
25	26	27	28	29		
20 STUDENT DAYS   21 TEACHER DAYS						

MARCH 2024						
SU	M	TU	W	TH	F	SA
Women's History Month					1	2
						Saturday Learning Quest
3	4	5	6	7	8	9
INTERSESSION						
10	11	12	13	14	15	16
SPRING BREAK						
17	18	19	20	21	22	23
24	25	26	27	28	29	30
	César Chávez and Dolores Huerta				TELPAS END Good Friday	
31	Easter Day	FLEX				
10 STUDENT DAYS   10 TEACHER DAYS						

APRIL 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
						Saturday Learning Quest
7	8	9	10	11	12	13
14	15	16	17	18	19	20
STAAR Testing - English I and II Grades 3-8 Reading Language Arts						
21	22	23	24	25	26	27
STAAR Testing - Biology and U.S. History Grade 5 and 8 Science and Grade 8 Social Studies						
28	29	30				
22 STUDENT DAYS   22 TEACHER DAYS						

MAY 2024						
SU	M	TU	W	TH	F	SA
Asian/Pacific American Heritage Month				1	2	3
						Saturday Learning Quest
5	6	7	8	9	10	11
STAAR Testing - Algebra I Grades 3-8 Mathematics						
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
	Memorial Day					
22 STUDENT DAYS   22 TEACHER DAYS						

JUNE 2024						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
					END LAST DAY	
9	10	11	12	13	14	15
	TCHR PREP*					
16	17	18	19	20	21	22
STAAR Testing - English I and II Algebra I • Biology • U.S. History						
23	24	25	26	27	28	29
			Juneteenth			
30						
5 STUDENT DAYS   6 TEACHER DAYS						

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
				Independence Day		
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			
173 STUDENT DAYS						

173 STUDENT DAYS  
184 + 3 (FLEX DAYS) = 187 TEACHER DAYS

- DISTRICT HOLIDAY (SCHOOLS CLOSED) / INTERSESSION
- NO STUDENTS
- CLASSROOM TEACHER FLEX OPPORTUNITY
- PROFESSIONAL LEARNING/ PREP DAY (NO STUDENTS)
- SEMESTER MILESTONE
- STATE TESTING

**SCHOOL HOURS:**  
7:50 am - 3:15 pm Alice Carlson  
7:50 am - 3:20 pm Jo Kelly

- TEACHER FLEX DAYS:**
- Oct 6, 9 (Fall Break, American Indian Heritage)
  - Mar 25 (Chávez/ Huerta)

- STAFF DAYS (NO STUDENTS):**
- Aug 7, 8, 10 (Professional Learning)
  - Aug 9, 11 (Teacher Prep)
  - Sep 1 (Teacher Prep)
  - Nov 6 (Professional Learning)
  - Dec 15 (Teacher Prep)
  - Jan 2 (Teacher Prep)
  - Feb 19 (Professional Learning)
  - June 10 (Teacher Prep)



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

100 N. UNIVERSITY DRIVE, FORT WORTH, TX 76107  
(817) 814-2000 | www.fwisd.org

**DATES SUBJECT TO CHANGE**  
Fort Worth ISD Board Approval Pending

STAAR Testing [Texas Education Agency](https://www.pearsonvue.com/tx)  
Student Assessment Testing Calendar posted March 22, 2022.

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## 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 January 18, 2023, at 6:00 p.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**