# **Regular Meeting**

Notice is hereby given that on Tuesday, August 27, 2024, the Board of Education of the Fort Worth Independent School District will hold a Special Meeting beginning at 5:30 PM at the Fort Worth ISD District Service Center 7060 Camp Bowie Boulevard, Fort Worth, Texas. This special meeting will be live streamed and archived on the Fort Worth ISD's Live YouTube channel and on the FWISD Video on Demand site found on the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing and click the "CC" button. Live captioning is presently only available in English. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. 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 workshop 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 <u>Board of Education Webpage</u> 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 special meeting and may sign-up at the special meeting location until 5:20 PM. Individuals desiring to make a public comment by written statement may email <u>boardmeetings-</u> <u>publiccomment@fwisd.org</u> by 12:00 PM the day of the special meeting. Written statements will be shared with the Board of Trustees prior to the special meeting and will not be read aloud during the special meeting. Per policy <u>BED(LOCAL</u>) at all Special Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, May 13, 2024.

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

# SPECIAL MEETING AGENDA

# 1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM

2. **PLEDGES, VISION, AND MISSION** Led by the Paschal High School J.R.O.T.C. Cadets

# 3. **RECOGNITIONS**

- A. Recognition of Student Greeters
- B. SkillsUSA National Championship First Place Teams from Southwest High School
- 4. PUBLIC COMMENT
- 5. **PRESENTATION**

A. Master Facility Planning Study Update Presenter: Kellie Spencer, Deputy Superintendent

### 6. CALL PUBLIC HEARING TO ORDER

- A. Public Hearing for the Fort Worth Independent School District's 2022-2023 State Compensatory Education Results
- B. Public Comment to Discuss the Fort Worth Independent School District's 2022-2023 State Compensatory Education Results

### 7. CLOSE PUBLIC HEARING

### 8. CALL PUBLIC HEARING TO ORDER

- A. Public Hearing to Discuss the Proposed 2024-2025 Tax Rates
- B. Public Comment to Discuss the Proposed 2024-2025 Tax Rates

# 9. CLOSE PUBLIC HEARING

# 10. ACTION ITEM

- A. Accept the Certified Appraisal Roll for the Tax Year 2024 for the Fort Worth Independent School District
- B. Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate
- C. Approve Resolution Fixing and Levying School District Ad Valorem Taxes
- D. Approve an Agreement for the Purchase of Attendance Credit (Option 3) and Delegate Contractual Authority to the Superintendent

### 11. BOARD COMMITTEE REPORT

### **12. SUPERINTENDENT REPORT**

# 13. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

### 14. EXECUTIVE SESSION

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. Executive Director of Custodial Services
  - 2. Executive Director of Grants and Development

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

### 15. CONSENT AGENDA ITEMS

(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. June 25, 2024 Minutes
  - 2. July 16, 2024 Minutes
  - 3. July 23, 2024 Minutes
- B. Governance and Strategic Communications, Toni Cordova, Chief
  - 1. Approve Ratification of 2024-2025 Council of the Great City Schools Membership Fees
  - 2. Approve Ratification of Webhosting Services, Mass Communications System, Fort Worth Independent School District App and Teacher Communication Tool for the 2024-2025 School Year
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - 1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
    - a. Approve the Quarterly Investment Report for the Period: April 1, 2024-June 30, 2024
    - b. Approve the Annual Investment Report for the Period: July 1, 2023 June 30, 2024
    - c. Approve Resolution of the Annual Review of Investment Policies and Strategies
    - d. Approve Annual Time and Attendance Software Hosting
    - e. Approve Annual Maintenance Renewal for Time and Attendance Software
    - f. Approve Authorization to Negotiate and Enter into an Agreement for HHSC Medicaid Administrative Claiming (MAC)
    - g. Approve Contract with ESC Region 11 to Provide Every Student Succeeds Act (ESSA) Equitable Services to Private Nonprofit Schools
  - 2. Talent Management, Woodrow Bailey III, Chief Talent Officer
    - a. Approve and Award a Contract Renewal for an Absence Verification System
    - b. Approve Renewal of the Educational Professional Services Agreement with Teach For America
  - 3. Safety and Security, Daniel Garcia, Executive Director

- a. Approve Purchase and Installation of Perimeter Security Fencing for I.M. Terrell Academy
- b. Approve Renewal of Subscription Electronic Visitor Management System for District Campuses and Administrative Facilities
- 4. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - a. Approve Purchase of a Student Re-Engagement Program
  - b. Approve Memorandum of Understanding Between Fort Worth Independent School District and PreK Today
- D. Learning and Leading, Mohammed Choudhury, Deputy Superintendent
  - 1. Area #1, Charles Garcia, Area Superintendent
    - a. Approve 2024-2025 Advanced Placement Exam Fees
    - b. Approve Collegiate Assessment Curriculum
    - c. Approve Purchase of Career and Technical Education Data Collection and Analysis Program
    - d. Approve Purchase of Interim Assessments for Career and Technical Education
  - 2. Area #2, Dr. Gracie Guerrero, Area Superintendent
    - a. Approve Purchase of English Language Development Instructional Strategies for Secondary ESL Students and Professional Development for Administrative Staff and Teachers to Accelerate Students' English Language Proficiency for Secondary ESL Students
    - b. Approve Purchase of an Online English Language Development Platform for K-12 Emergent Bilingual Students to Enhance Their English Language Proficiency
  - 3. Area #3, Dr. Tamekia Brown, Area Superintendent
    - a. Approve Agreement Between the Fort Worth Independent School District and Leadership Fort Worth for Admission into the LeaderKids Program in the 2024-2025 School Year
    - b. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide Job Training for Special Needs Students
    - c. Approve Memorandum of Understanding Between Tarrant County Hospital District DBA JPS Health Network and FWISD to Provide Educational Services to In-Patient Students
    - d. Approve Memorandum of Understanding Between Cook Children's Health Care System and Fort Worth Independent School District
    - e. Approve Purchase of Software Licenses and Training for Special Education Staff

- E. Operations, Kellie Spencer, Deputy Superintendent
  - 1. Technology, Ramesh Krishnamurthy, Chief Information Officer
    - a. Approve Contract Renewal for Education Service Center Region 11 Instructional Solutions and Support for the 2024-2025 School Year
    - b. Approve Purchase of Google G-Suite for Education Enterprise License Renewal
    - c. Approve Ratification of Purchase of Network Server Storage for Virtual Server Environment
  - 2. Maintenance and Operations, David Guerra, Executive Director
    - a. Approve Purchase of Fire Extinguishers and Venthood System Inspection Services
    - b. Approve Purchase of Fire Sprinkler and Backflow System Inspection Services
  - 3. Transportation, Myron Wilson, Executive Director
    - a. Approve Authorization to Negotiate and Enter into Contracts for Alternative Shuttle Services

### 16. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
  - 1. Executive Director of Custodial Services
  - 2. Executive Director of Grants and Development
- C. Governance and Strategic Communications, Toni Cordova, Chief
  - 1. Approve Selection of a Delegate and an Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 28, 2024
- D. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - 1. Legal and District Records Management, Lynda Jackson, Senior Counsel
    - 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 Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - c. Approve Proposed Termination of Certain Term 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

- 2. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - a. Approve Ratification of the Ready to Learn In-School Campus Markets
  - b. Approve First Reading Revisions to Board Policies EFA (Local) and EFB (Local)
- E. Learning and Leading, Mohammed Choudhury, Deputy Superintendent
  - 1. Area #2, Dr. Gracie Guerrero, Area Superintendent
    - a. Approve Measure of Academic Progress Growth for Math, Reading, Science and Reading Fluency Progress Monitoring for the 2024-2025 School Year
- F. Operations, Kellie Spencer, Deputy Superintendent
  - 1. Technology, Ramesh Krishnamurthy, Chief Information Officer
    - a. Approve Authorization to Negotiate and Award Contract for Fiber, Wide Area Network Upgrade (E-Rate Eligible)
  - 2. Transportation, Myron Wilson, Executive Director
    - a. Approve Purchase of Student Transportation Management System
  - 3. Facility Planning and Rental, Mike Naughton, Executive Director
    - a. Approve Acquisition of Abstract 1133 Tract 1A01 of the James B. Martin Survey and Lots E, F, and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 5705 Meadowbrook Drive, 701 W. Jessamine Street and 2274 Hemphill Street at Current Market Value

Trustee Darr: The background information states that the current cost of these properties is in excess of what was previously approved by the Board. Questions:

- What was the previously approved price?
- What is the difference that the Board is being asked to approve?
- Why was the property not previously purchased at the lower price?

| 1 .  | Approved Dec<br>12, 2023 | Current<br>Appraisal | Difference |
|--|--------------------------|----------------------|------------|
| 701 W<br>Jessamine St<br>& 2274<br>Hemphill St | \$ 870,000               | \$ 980,000           | \$ 110,000 |
| 5705<br>Meadowbrook<br>Dr                      | \$ 310,000               | \$ 370,000           | \$ 60,000  |

# **Response:**

Per the resolution approved on December 12, final offers were presented to the property owners based on appraisal reports from May 2023. When these offers were not accepted, eminent domain proceedings were initiated. During the process we were advised that the age of our previous appraisals could be a concern at the August 2024 special commissioners hearing(s) regarding current fair market value. It was determined that refreshing the reports would help us provide up-to-date valuations as well as demonstrate our good faith to provide fair compensation for the acquisitions.

- b. Approve Acquisition of Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 Meadowbrook Drive
- 4. Capital Improvement Program, Kellie Spencer, Deputy Superintendent
  - a. Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program
  - b. Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Leonard Middle School in Conjunction with the 2021 Capital Improvement Program
  - c. Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program
  - Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Workforce-Based High School in Conjunction with the 2021 Capital Improvement Program
  - e. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program
  - f. Approve the Consolidation of McLean 6th and McLean Middle School
  - g. Consider and Take Action on a Resolution Modifying the List of Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith
  - Approve the Budgets and Adjustments Transferring Funds from McLean MS and McLean 6th Grade Projects and from Interest to McLean Consolidation to Accommodate Future Program Needs for the 2021 Bond Projects
  - Approve Termination of Previously Approved Architectural Services, Engineering Services, and Professional Services Contracts for W.P. McLean Middle School and 6th Grade, and Enter into New Contract for Architectural Services, Engineering Services, and Professional Services for McLean Consolidation in Conjunction with the 2021 Capital Improvement

Program, Contingent on Board Approval of Consolidation and Budget Transfer

G. Election of Board of Education Officers

# 17. ADJOURN (OTHER)

# STATE COMPENSATORY EDUCATION 2022-2023

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FORT WORTH INDEPENDENT SCHOOL DISTRICT

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**Department of Grants and Development** 

# 2022-2023 STATE COMPENSATORY EDUCATION REPORT Fort Worth INDEPENDENT SCHOOL DISTRICT

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### **ACRONYMS AND ABBREVIATIONS**

| ADA         | Average Daily Attendance                                    |
|-------------|---|
| Approaches+ | At or Above the Approaches Grade Level Standard on STAAR    |
| CIP         | Campus Improvement Plan                                     |
| DAEP        | Disciplinary Alternative Education Program                  |
| DIP         | District Improvement Plan                                   |
| EE          | Early Education   |
| EL          | English learner, formerly Limited English Proficiency (LEP) |
| EOC         | End-of-Course   |
| FTE         | Full-time Equivalent  |
| FWISD       | Fort Worth Independent School District                      |
| JJAEP       | Juvenile Justice Alternative Education Program              |
| KG          | Kindergarten  |
| PEIMS       | Public Education Information Management System              |
| РК          | Prekindergarten   |
| SCE         | State Compensatory Education                                |
| STAAR       | State of Texas Assessments of Academic Readiness            |
| TEA         | Texas Education Agency                                      |
| TEC         | Texas Education Code  |
| TxCHSE      | Texas Certificate of High School Equivalency                |
|             |   |

# **EXECUTIVE SUMMARY**

#### **Program Description**

The State Compensatory Education (SCE) program aims to lower dropout rates and enhance academic performance among students identified as being at risk of leaving school. It serves as a funding source to supplement instructional services and provide academic support to these students, in line with the criteria set by the state. Funds from the SCE are designated to support programs and services that address performance gaps on assessments required by the Texas Education Code. Additionally, these programs should work to reduce the differences in high school completion rates between at-risk students and their peers. For a campus to receive SCE funds, it must not only meet the state's criteria for the percentage of at-risk students but also have detailed plans for these services in the district or campus improvement plan.

SCE programs and services are legally required to supplement the regular education programs offered by districts, providing extra support specifically for at-risk students. This includes funding for program and student evaluations, instructional materials and equipment, other essential supplies for quality instruction, additional staff expenses, salaries for teachers of at-risk students, smaller class sizes, and individualized instruction. These requirements are detailed in Section 29.081 of the Texas Education Code, Subchapter C: Compensatory Education Programs.

Fort Worth ISD has several processes and procedures to ensure these allocations are used appropriately, including a guidebook and scheduled training. Campus and district improvement plans guide the hiring of staff and/or implementation of supplemental services and programs designed to reduce disparities.

#### **Program Cost and Funding Source**

The annual budget for SCE programs in the Fort Worth Independent School District (FWISD) for the 2022–2023 academic year was \$59,300,290.00. Following the fund use guidelines, at least 55 percent of the allocated funds were reserved for direct services. This is a planned allocation, not the final spending for the 2022–2023 period. The funds designated for state-funded compensatory education programs and services were based on the district's number of at-risk students. The final expenditures as of July 2023 can be found in Appendix B (page 12).

#### Highlights

- The district has a total of 72,781 students, with 55,642 (76.5%) identified as at-risk.
- Gender distribution is balanced, with a slight male majority in both the district (50.7%) and at-risk students (51.2%).
- Ethnic distribution shows a majority of Hispanic/Latino students, particularly among at-risk students (70.4% vs. 65.2% in the district).
- 39.1% of the district students are Emergent Bilingual (EB), but among at-risk students, this rises to 51.1%.
- At-risk student percentages vary by grade, with Pre-Kindergarten (PK) having the highest percentage (99.8%) and Early Education (EE) having the lowest (27.4%).
- The highest numbers of at-risk students are in grades 9 (82.5%) and 1 (84%).
- Emergent Bilingual students constitute 51.1% of the at-risk population.
- The percentage of EB students is highest in Early Education (80.7%) and lowest in grade 11 (42.8%).
- At-risk students consistently scored lower than their not-at-risk peers across all subjects and grades.
- The largest performance gaps are observed in Grade 8 Social Studies (-48.4 points) and Grade 7 Mathematics (-45.2 points).
- For STAAR EOC, significant gaps exist, particularly in English I EOC (-41.6 points) and Algebra I EOC (-35.9 points).

- Dropout rates have increased across all groups, with the district average nearly doubling from 2.9% in 2017-18 to 5% in 2021-22.
- Special Education students consistently had the highest dropout rates, reaching 6% in 2021-22.
- District Overall: The graduation rate steadily declined from 86.3% in 2017-18 to 81% in 2021-22, marking a drop of 5.3 percentage points.
- The graduation rate for SE students fluctuated slightly but overall decreased from 68.2% in 2017-18 to 64.5% in 2021-22, showing a decline of 3.7 percentage points.
- Economically Disadvantaged (ED) students experienced the most significant decline in graduation rates, dropping from 88% in 2017-18 to 79.8% in 2021-22, a decrease of 8.2 percentage points.
- The graduation rate for EB/EL students initially increased from 68.7% in 2017-18 to 76.1% in 2020-21, but then slightly declined to 74.8% in 2021-22. Despite the recent decline, this group saw an overall increase of 6.1 percentage points over the five-year period.

#### Purpose of the Evaluation Report

With more than 72,000 students, Fort Worth ISD enjoys a diverse student population and strong community partnerships. Under the leadership of the superintendent and the Board of Education, the District continues to redesign, transform, and revitalize Fort Worth ISD Schools. In Fort Worth, the District, community organizations, and individuals come together to listen and learn to improve student outcomes in every school in every zip code, including services to students at risk of failure, to prepare ALL students for success in college, career, and community leadership.

This report is prepared to meet the TEC §29.081 evaluation criteria for SCE-funded programs in FWISD. Its main goals are to (1) assess the impact of accelerated instruction on minimizing disparities in student outcomes on summative assessments and (2) outline the differences in high school graduation rates between at-risk and not-at-risk students.

To achieve these goals, the report analyzes FWISD's student population and evaluates the success of instructional programs in closing the performance gaps on the STAAR and STAAR EOC exams. It also tracks high school graduation rates among atrisk students and their counterparts over the last four years to identify progress in reducing these disparities. Additionally, the report examines how compensatory education funds were utilized, as specified in the District and Campus Improvement Plans, including budget allocations and expenditures.

#### State and District Criteria for Identification of At-Risk Students

The state outlines 15 criteria for identifying at-risk students in TEC §29.081. Appendix A (page 11) contains a complete list of state and district criteria.

# Method

#### **Data Collection**

Demographic data for students was sourced from the Public Education Information Management System (PEIMS) Fall 2023 snapshot. Student performance data for the 2022–2023 STAAR 3–8 and STAAR EOC assessments and indicators of at-risk status were obtained from FWISD Data Warehouse files.

#### Data Analysis

#### Analysis 1: Demographic Characteristics

Data from the fall 2022 PEIMS snapshot provided details on student demographics, program participation, classification, and grade levels among ADA-eligible students. Descriptive statistical methods were employed to highlight the contrasts between populations classified as at-risk and those not classified as at-risk.

#### Analysis 2: Programs and Services Funded by State Compensatory Education

District and campus improvement plans, and budget allocation details were thoroughly reviewed to assess Fort Worth Independent School District's (FWISD) State Compensatory Education funding and the specific programs and services it supported. For the 2022–2023 academic year, FWISD allocated \$59,300,290.00 towards SCE programs, determined by the number of at-risk students in the district. Final expenditure details as of July 2023 are available from FWISD's Budget Department, with specific program codes listed in Appendix B: Table 1 (page 12). State law mandates that these improvement plans outline comprehensive needs assessments, SCE fund allocations, aligned strategies, resource and staffing details, performance metrics, monitoring timelines, and evaluation criteria.

#### Analysis 3: STAAR Performance Grades 3–8

The latest STAAR 3–8 results from FWISD Data Warehouse student data files were utilized to assess the achievement disparity between at-risk and non-at-risk student groups. The analysis focused on student performance at the Approaches Grade Level standard, which is traditionally used by the Student Success Initiative as the baseline for grade promotion.

#### Analysis 4: STAAR EOC Performance

The latest STAAR EOC results from the FWISD Data Warehouse student data files were analyzed to highlight the achievement disparity between at-risk and non-at-risk student groups. Student performance is reported based on the Approaches Grade Level standard, the minimum standard necessary to fulfill graduation requirements.

#### Analysis 5: Graduation and Dropout Rates

The high school completion rate is determined by tracking a cohort of students who entered ninth grade for the first time in the 2018–2019 school year over a four-year period. According to Section 39.053 of the Texas Education Code, certain students are excluded from this cohort. At the end of the fourth year, each student in the cohort is categorized as either graduating, receiving a Texas Certificate of High School Equivalency (TxCHSE), continuing in a Texas public high school the following fall, or dropping out. This cohort serves as the basis for calculating graduation and dropout rates. Completion rates are reported with a one-year lag, meaning data is available for the classes of 2020, 2021, and 2022 but not yet available for 2023. The TEA provided Preliminary dropout data in an Annual Dropout Summary Report.

#### Results

#### **Result 1: Demographic Characteristics**

FWISD ISD had 72,783 students enrolled during the 2022–2023 school year, with 55,642 (76.5%) of these students identified as at–risk. Table 1 summarizes student at-risk data by gender, race/ethnicity, and emergent bilingual status.

|                        | Dist           | rict        | At-Ri               | sk   |  |  |  |  |
|------------------------|----------------|-------------|---------------------|------|--|--|--|--|
|                        | ( <i>N</i> =72 | ,781)       | ( <i>N</i> =55,642) |      |  |  |  |  |
|                        | n              | %           | n                   | %    |  |  |  |  |
| Gender                 |                |             |                     |      |  |  |  |  |
| Female                 | 35,871         | 49.3        | 27,177              | 48.8 |  |  |  |  |
| Male                   | 36,910         | 50.7        | 28,465              | 51.2 |  |  |  |  |
|                        | Ethr           | nicity      |                     |      |  |  |  |  |
| African American       | 14,738         | 20.2        | 10,886              | 19.6 |  |  |  |  |
| Hispanic/Latino        | 47,421         | 65.2        | 39,155              | 70.4 |  |  |  |  |
| White                  | 7,914          | 10.9        | 3,744               | 6.7  |  |  |  |  |
| Other                  | 2,708          | 3.7         | 1,857               | 3.3  |  |  |  |  |
|                        | Emergen        | t Bilingual |                     |      |  |  |  |  |
| Not Emergent Bilingual | 44,338         | 60.9        | 27199               | 48.9 |  |  |  |  |
| Emergent Bilingual     | 28,443         | 39.1        | 28,443              | 51.1 |  |  |  |  |

Source: FWISD student data file.

Note: Information from the district student data file may vary from the TAPR Report data.

#### Table 2. At-Risk Student Enrollment by Grade, 2022–2023

|       | District | At-I   | Risk |
|-------|----------|--------|------|
| Grade | Ν        | n      | %    |
| EE    | 321      | 88     | 27.4 |
| РК    | 4,410    | 4,401  | 99.8 |
| KG    | 4,799    | 2,908  | 60.6 |
| 1     | 5,160    | 4,335  | 84.0 |
| 2     | 5,207    | 4,076  | 78.3 |
| 3     | 5,054    | 3,775  | 74.7 |
| 4     | 5,084    | 3,465  | 68.2 |
| 5     | 5,219    | 4,006  | 76.8 |
| 6     | 4,626    | 3,777  | 81.6 |
| 7     | 5,048    | 3,985  | 78.9 |
| 8     | 5,358    | 4,308  | 80.4 |
| 9     | 7,246    | 5,981  | 82.5 |
| 10    | 5,863    | 4,658  | 79.4 |
| 11    | 4,909    | 3,280  | 66.8 |
| 12    | 4,477    | 2,599  | 58.1 |
| Total | 72,781   | 55,642 | 76.5 |

Source: FWISD student data file.

<u>Note</u>: Information from the district student data file may vary from the TAPR Report data.

**Table 2** shows that at-risk students range up to 99.8 percent in Pre-Kindergarten (PK), with an overall average of 76.5% across all grades. The percentage remains above 70% for most grades and decreases to 58.1 percent by grade 12. **Table 3** illustrates Emergent Bilingual (EB) students are the majority of at-risk students are in the lower grades, but as grades increase, a significant demographic shift occurs from middle school to high school, where non-EB students become the majority.

|       | Non-Emergent Bilingual |      | Emergent Bilir | ngual |
|-------|------------------------|------|----------------|-------|
| Grade | n                      | %    | п              | %     |
| EE    | 17                     | 19.3 | 71             | 80.7  |
| PK    | 2,689                  | 61.1 | 1,887          | 38.9  |
| KG    | 1,021                  | 35.1 | 1,712          | 64.9  |
| 1     | 2,368                  | 54.6 | 1,967          | 45.4  |
| 2     | 2,081                  | 51.1 | 1,995          | 48.9  |
| 3     | 1,747                  | 46.3 | 2,028          | 53.7  |
| 4     | 1,324                  | 38.2 | 2,141          | 61.8  |
| 5     | 1,753                  | 43.8 | 2,253          | 56.2  |
| 6     | 1,773                  | 46.9 | 2,004          | 53.1  |
| 7     | 1,801                  | 45.2 | 2,184          | 54.8  |
| 8     | 1,948                  | 45.2 | 2,360          | 54.8  |
| 9     | 2,931                  | 49.0 | 3,050          | 51.0  |
| 10    | 2,418                  | 51.9 | 2,240          | 48.1  |
| 11    | 1,877                  | 57.2 | 1,403          | 42.8  |
| 12    | 1,541                  | 55.8 | 1,148          | 44.2  |
| Total | 27,199                 | 48.9 | 28,443         | 51.1  |

Table 3. Number of At-Risk Students by Emergent Bilingual Status and Grade, 2022–2023

Source: FWISD student data file.

Note: Information from the district student data file may vary from the TAPR Report data.

#### **Result 2: Programs and Services Funded by State Compensatory Education**

In line with District and Campus Improvement Plans and state legislative guidelines, the district utilized SCE funds to support educationally disadvantaged and at-risk students through interventions, special programs, and targeted instructional strategies. The majority of these funds were allocated to staff salaries and instructional supplies. Key ongoing initiatives include:

- Gold Seal Early College High Schools: Graduates receive both a high school diploma and an associate degree from Tarrant County College.
- P-TECH (Pathways in Technology) Academies: Students earn a high school diploma, industry-recognized certifications, and an associate degree while gaining relevant work experience in high-demand job fields such as cybersecurity, medical, aviation, and more.
- Industry Partnerships: Over 40 companies and organizations, including American Airlines, Facebook, and UNT Health Science Center are committed to preparing students for college and career success.
- Pre-K and Kindergarten Programs: The district promotes and recruit's students through online registration drives, door-to-door visits, and social media ads.
- Mobile STEM Lab: The lab visits elementary and middle schools, providing interactive activities like robotics and 3D electronics to engage students in science, technology, engineering, and math, and introduces them to STEM-focused Gold Seal Programs and potential careers.

#### **Result 3: STAAR Grades 3–8 and STAAR EOC Performance**

**Table 4** illustrates the performance gaps between at-risk and not-at-risk students who scored at or above the Approaches Grade Level standard on both STAAR 3–8 assessments and STAAR EOC. At-risk students consistently scored lower than their not-at-risk peers across all subjects and grade levels, with gaps ranging from -45.2 points in seventh-grade mathematics to - 48.4 points in eighth-grade social studies. In STAAR EOC assessments, gaps ranged from -41.6 percentage points in English I EOC to -10.8 points in US History EOC.

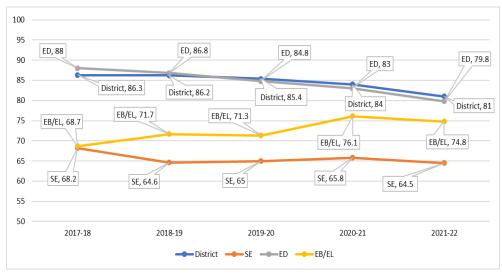
|                | At-Risk |       | Not At | -Risk | Diff. |       |  |
|----------------|---------|-------|--------|-------|-------|-------|--|
| Subject        | Grade   | n     | %      | n     | %     | %     |  |
| Reading        | 3       | 1,096 | 52.3   | 1,719 | 64.2  | -11.8 |  |
|                | 4       | 1,714 | 51.9   | 1,381 | 89.9  | -38.0 |  |
|                | 5       | 2,401 | 62.9   | 1,065 | 93.7  | -30.7 |  |
|                | 6       | 1,855 | 52.0   | 704   | 89.1  | -37.1 |  |
|                | 7       | 1,874 | 50.4   | 943   | 90.9  | -40.5 |  |
|                | 8       | 1,933 | 57.4   | 410   | 88.0  | -30.6 |  |
| English I EOC  |         | 3,345 | 49.0   | 1,253 | 90.6  | -41.6 |  |
| English II EOC |         | 3,206 | 53.8   | 1,258 | 93.9  | -40.0 |  |
| Mathematics    | 3       | 1,175 | 56.2   | 1,602 | 59.9  | -3.7  |  |
|                | 4       | 1,340 | 40.6   | 1,215 | 79.3  | -38.7 |  |
|                | 5       | 2,283 | 59.9   | 1,024 | 90.2  | -30.4 |  |
|                | 6       | 1,833 | 51.5   | 691   | 87.7  | -36.1 |  |
|                | 7       | 1,313 | 36.0   | 726   | 81.2  | -45.2 |  |
|                | 8       | 1,788 | 50.1   | 489   | 83.6  | -33.5 |  |
| Algebra I EOC  |         | 3,119 | 52.6   | 1,088 | 88.5  | -35.9 |  |
| Science        | 5       | 1,400 | 36.7   | 907   | 79.9  | -43.2 |  |
|                | 7       | 334   | 75.1   | 511   | 94.6  | -19.6 |  |
|                | 8       | 1,359 | 37.5   | 511   | 94.6  | -39.6 |  |
| Biology EOC    |         | 4,046 | 74.7   | 1,166 | 96.2  | -21.5 |  |
| Social Studies | 8       | 1,283 | 32.1   | 828   | 80.5  | -48.4 |  |
| US History EOC |         | 3,025 | 88.7   | 1,746 | 99.5  | -10.8 |  |

| Table 4. STAAR 3–8 and STAAR EOC Approaches + Rat | ates and Performance Gaps, 2022–2023 |
|---|--------------------------------------|
|---|--------------------------------------|

Source: FWISD District STAAR and STAAR EOC data files, 7/13/23. Note: Diff. = Difference between student groups.

#### **Result 4: Graduation and Dropout Rates**

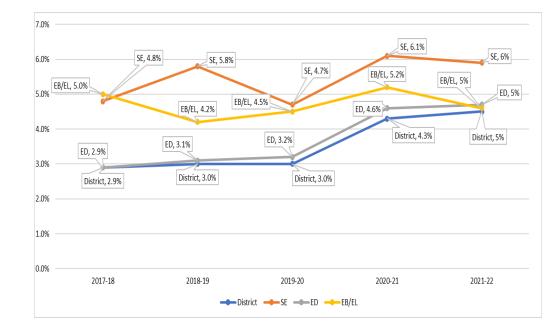
As shown in **Figure 1**, the district's graduation rate declined from 86.3% in 2017-18 to 81% in 2021-22, a decrease of 5.3 percentage points. In contrast, graduation rates for EB/EL students increased by 6.1 percentage points over the same period. Dropout rates rose across all groups, with the district average nearly doubling from 2.9% to 5%. Special Education students consistently had the highest dropout rates, reaching 6% in 2021-22, as illustrated in **Figure 2**.





Source: 2022-2023 Texas Academic Performance Report (TAPR).

Note: Graduation Rates for the 2022-2023 school year were not available and will be reflected on the 2023-2024 Texas Academic Performance Report (TAPR).



#### Figure 2. Annual Dropout Rates by Grades 9-12

Source: 2022-2023 Texas Academic Performance Report (TAPR).

Note: Dropout Rates for the 2022-2023 school year were not available and will be reflected on the 2023-2024 Texas Academic Performance Report (TAPR).

#### Appendix A Criteria for Identifying At-Risk Students

#### State Criteria

TEC §29.081 defines a student at risk of dropping out of school as each student who is under 21 years of age and who:

- 1. Was not advanced from one grade level to the next for one or more school years, except if the student did not advance from prekindergarten or kindergarten to the next grade level only as a result of the request of the student's parent;
- 2. Is in grades 7, 8, 9, 10, 11, or 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
- 3. Did not perform satisfactorily on an assessment instrument administered to the student under TEC Subchapter B, Chapter 39, and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
- 4. Is in pre-kindergarten, kindergarten, or grades 1, 2, or 3, and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
- 5. Is pregnant or is a parent;
- 6. Has been placed in an alternative education program in accordance with TEC §37.006 during the preceding or current school year;
- 7. Has been expelled in accordance with TEC §37.007 during the preceding or current school year;
- 8. Is currently on parole, probation, deferred prosecution, or other conditional release;
- 9. Was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
- 10. Is a student of emergent bilingual, as defined by TEC §29.052;
- 11. Is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
- 12. Is homeless;
- 13. Resided in the preceding school year, or resides in the current school year, in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster group home;
- 14. Has been incarcerated or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Section 1.07 of the Texas Penal Code;
- 15. Is enrolled in a school district or open-enrollment charter school, or a campus of a school district or open enrollment charter school, that is designated as a dropout recovery school under Section 39.0548.

| Appendix B  |
|---|
| SCE Allocations, Budgets, and Expenditures, 2022–2023 |

| Table 1: Summ | ary SCE Related Budget Allocation and Expenditure | es by Object Code | , 2022–2023      |                  |
|---------------|---|-------------------|------------------|------------------|
| OBJECT CODE   | OBJECT CODE DESCRIPTOR                            | BUDGET            | ACTUAL           | RESIDUAL         |
| 6100          | PAYROLL   | \$46,037,958.00   | \$ 39,652,487.39 | \$ 6,385,470.61  |
| 6200          | PROFESSIONAL AND CONTRACTED SERVICES              | \$ 4,200,370.00   | \$ 3,213,130.06  | \$ 987,239.94    |
| 6300          | SUPPLIES AND MATERIALS                            | \$ 8,794,466.00   | \$ 4,650,376.45  | \$ 4,144,089.55  |
| 6400          | OTHER OPERATING COSTS                             | \$ 260,496.00     | \$ 190,698.02    | \$ 69,797.98     |
| 6600          | FIXED ASSETS                                      | \$ 7,000.00       | \$ 230,307.00    | \$ (223,307.00)  |
| Grand Total   |   | \$ 59,300,290.00  | \$ 47,936,998.92 | \$ 11,363,291.08 |
| Courses Munic | Fiscal Veer 2022, 2022, Downloaded July 11, 2024  |                   |                  |                  |

Source: Munis, Fiscal Year 2022–2023; Downloaded July 11, 2024

| Table 2: Su | mmary SCE Related Budget Allocation and Expenditures by Function Code, 2022 | -20 | 23            |                     |                     |
|-------------|---|-----|---------------|---------------------|---------------------|
| FUNCTION    | CODE  |     | BUDGET        | ACTUAL              | RESIDUAL            |
| 11          | INSTRUCTION   | \$  | 42,417,749.00 | \$<br>34,254,605.23 | \$<br>8,163,143.77  |
| 12          | INSTRUCTIONAL RESOURCES AND MEDIA SERVICES                                  | \$  | 39,736.00     | \$<br>34,643.94     | \$<br>5,092.06      |
| 13          | CURRICULUM DEVELOPMENT AND INSTRUCTIONAL STAFF DEVELOPMENT                  | \$  | 1,218,520.00  | \$<br>1,008,351.45  | \$<br>210,168.55    |
| 21          | INSTRUCTIONAL LEADERSHIP  | \$  | 135,022.00    | \$<br>62,624.49     | \$<br>72,397.51     |
| 23          | SCHOOL LEADERSHIP   | \$  | 1,193,433.00  | \$<br>978,985.48    | \$<br>214,447.52    |
| 31          | GUIDANCE, COUNSELING, AND EVALUATION SERVICES                               | \$  | 7,646,569.00  | \$<br>6,206,709.59  | \$<br>1,439,859.41  |
| 32          | SOCIAL WORK SERVICES  | \$  | 3,844,879.00  | \$<br>2,863,993.95  | \$<br>980,885.05    |
| 33          | HEALTH SERVICES   | \$  | 96,148.00     | \$<br>84,197.88     | \$<br>11,950.12     |
| 34          | STUDENT (PUPIL) TRANSPORTATION  | \$  | -             | \$<br>-             | \$<br>-             |
| 35          | FOOD SERVICES   | \$  | -             | \$<br>-             | \$<br>-             |
| 36          | COCURRICULAR/EXTRACURRICULAR ACTIVITIES                                     | \$  | 1,000.00      | \$<br>493.50        | \$<br>506.50        |
| 41          | GENERAL ADMINISTRATION  | \$  | 92,775.00     | \$<br>77,818.10     | \$<br>14,956.90     |
| 51          | PLANT MAINTANANCE AND OPERATIONS  | \$  | 42.00         | \$<br>42.00         | \$<br>-             |
| 52          | SECURITY AND MONITORING SERVICES  | \$  | -             | \$<br>12,793.71     | \$<br>(12,793.71)   |
| 53          | DATA PROCESSING SERVICES  | \$  | -             | \$<br>-             | \$<br>-             |
| 61          | COMMUNITY SERVICES  | \$  | 2,516,788.00  | \$<br>2,343,612.60  | \$<br>173,175.40    |
| 95          | PAYMENTS TO JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM                  | \$  | 97,629.00     | \$<br>8,127.00      | \$<br>89,502.00     |
| Total       |   | \$  | 59,300,290.00 | \$<br>47,936,998.92 | \$<br>11,363,291.08 |
| Sourco: Mu  | nis Eiscal Vear 2022–2023: Downloaded July 11, 2024                         |     |               |                     |                     |

Source: Munis, Fiscal Year 2022–2023; Downloaded July 11, 2024

| Table 3: Summary SC | E Related Budget Allocation and Expenditures by Program Intent Code (PIC), 2022-2023 |                  |                  |                  |
|---------------------|--|------------------|------------------|------------------|
| PROGRAM INTENT C    | ODE  | BUDGET           | ACTUAL           | RESIDUAL         |
| 24                  | ACCELERATED INSTRUCTION  | \$42,370,370.00  | \$ 31,731,788.52 | \$ 10,638,581.48 |
| 26                  | NON-DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - AEP                                 | \$11,891,146.00  | \$ 11,413,806.33 | \$ 477,339.67    |
| 28                  | DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - DAEP BASIC SERVICES                     | \$ 2,714,313.00  | \$ 2,417,671.11  | \$ 296,641.89    |
| 29                  | DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - DAEP STATE                              | \$-              | \$-              | \$-              |
| 30                  | COMPENSATORY EDUCATION SUPPLEMENTAL COSTS  | \$ 2,324,461.00  | \$ 2,373,732.96  | \$ (49,271.96)   |
| 34                  | PRE-KINDERGARTEN-COMPENSATORY EDUCATION  | \$-              | \$-              | \$-              |
| Grand Total         |  | \$ 59,300,290.00 | \$ 47,936,998.92 | \$ 11,363,291.08 |
| · · · ·             | 1 X  |                  |                  |                  |

Source: Munis, Fiscal Year 2022–2023; Downloaded July 11, 2024

| Table 4: SCE                      |   |                  |                 |                   |
|-----------------------------------|---|------------------|-----------------|-------------------|
| <b>OBJECT CODE</b>                |   | CAMPUS           | CENTRAL         | TOTAL EXPENDITURE |
| 6100                              | PAYROLL   | \$ 37,879,694.60 | \$ 1,772,792.79 | \$ 39,652,487.39  |
| 6200                              | PROFESSIONAL AND CONTRACTED SERVICES              | \$ 2,544,098.41  | \$ 669,031.65   | \$ 3,213,130.06   |
| 6300                              | SUPPLIES AND MATERIALS                            | \$ 4,093,629.14  | \$ 556,747.31   | \$ 4,650,376.45   |
| 6400                              | OTHER OPERATING COSTS                             | \$ 127,432.08    | \$ 63,265.94    | \$ 190,698.02     |
| 6600                              | FIXED ASSETS                                      | \$ 223,312.00    | \$ 6,995.00     | \$ 230,307.00     |
| TOTAL EXPENDITURE \$44,868,166.23 |   |                  | \$ 3,068,832.69 | \$ 47,936,998.92  |
| Source: Mun                       | is, Fiscal Year 2022–2023; Downloaded July 11, 20 |                  |                 |                   |

| Table 5: SCE | Expenditures by Function Code and Organization Type, 2022–2023 |     |               |     |              |    |                  |
|--------------|--|-----|---------------|-----|--------------|----|------------------|
| Function Co  | des  |     | CAMPUS        |     | CENTRAL      | ТС | OTAL EXPENDITURE |
| 11           | INSTRUCTION  | \$3 | 33,459,385.79 | \$  | 795,219.44   | \$ | 34,254,605.23    |
| 12           | INSTRUCTIONAL RESOURCES AND MEDIA SERVICES                     | \$  | 34,643.94     | \$  | -            | \$ | 34,643.94        |
| 13           | CURRICULUM DEVELOPMENT AND INSTRUCTIONAL STAFF DEVELOPMENT     | \$  | 736,506.57    | \$  | 271,844.88   | \$ | 1,008,351.45     |
| 21           | INSTRUCTIONAL LEADERSHIP                                       | \$  | -             | \$  | 62,624.49    | \$ | 62,624.49        |
| 23           | SCHOOL LEADERSHIP  | \$  | 893,611.95    | \$  | 85,373.53    | \$ | 978,985.48       |
| 31           | GUIDANCE, COUNSELING, AND EVALUATION SERVICES                  | \$  | 5,130,860.09  | \$1 | 1,075,849.50 | \$ | 6,206,709.59     |
| 32           | SOCIAL WORK SERVICES   | \$  | 2,232,266.91  | \$  | 631,727.04   | \$ | 2,863,993.95     |
| 33           | HEALTH SERVICES  | \$  | 84,197.88     | \$  | -            | \$ | 84,197.88        |
| 34           | STUDENT (PUPIL) TRANSPORTATION                                 |     |               | \$  | -            | \$ | -                |
| 35           | FOOD SERVICES  | \$  | -             | \$  | -            | \$ | -                |
| 36           | COCURRICULAR/EXTRACURRICULAR ACTIVITIES                        | \$  | -             | \$  | 493.50       | \$ | 493.50           |
| 41           | GENERAL ADMINISTRATION   |     |               | \$  | 77,818.10    | \$ | 77,818.10        |
| 51           | PLANT MAINTANANCE AND OPERATIONS                               | \$  | 42.00         | \$  | -            | \$ | 42.00            |
| 52           | SECURITY AND MONITORING SERVICES                               | \$  | 12,793.71     | \$  | -            | \$ | 12,793.71        |
| 53           | DATA PROCESSING SERVICES                                       | \$  | -             | \$  | -            | \$ | -                |
| 61           | COMMUNITY SERVICES   | \$  | 2,283,857.39  | \$  | 59,755.21    | \$ | 2,343,612.60     |
| 95           | PAYMENTS TO JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM     | \$  | -             | \$  | 8,127.00     | \$ | 8,127.00         |
| TOTAL EXPE   | NDITURE  | \$4 | 44,868,166.23 | \$3 | 3,068,832.69 | \$ | 47,936,998.92    |
| Source: Mur  | is, Fiscal Year 2022–2023; Downloaded July 11, 2024            |     |               |     |              |    |                  |

| Table 6: SCE Expenditure | es by Program Intent Code and Organization Type, 2022–2023       |                  |                 |                   |
|--------------------------|--|------------------|-----------------|-------------------|
| PROGRAM INTENT           |  | CAMPUS           | CENTRAL         | TOTAL EXPENDITURE |
| 24                       | ACCELERATED INSTRUCTION  | \$ 29,265,864.60 | \$ 2,465,923.92 | \$ 31,731,788.52  |
| 26                       | NON-DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - AEP             | \$11,109,330.39  | \$ 304,475.94   | \$ 11,413,806.33  |
| 28                       | DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - DAEP BASIC SERVICES | \$ 2,169,920.11  | \$ 247,751.00   | \$ 2,417,671.11   |
| 29                       | DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM - DAEP STATE          | \$-              | \$ -            | \$-               |
| 30                       | COMPENSATORY EDUCATION SUPPLEMENTAL COSTS                        | \$ 2,323,051.13  | \$ 50,681.83    | \$ 2,373,732.96   |
| 34                       | PRE-KINDERGARTEN-COMPENSATORY EDUCATION                          | \$-              | \$-             | \$-               |
| TOTAL EXPENDITURE        |  | \$ 44,868,166.23 | \$ 3,068,832.69 | \$ 47,936,998.92  |
| Source: Munis Fiscal Ve  | ar 2022–2023: Downloaded July 11, 2024                           |                  |                 |                   |

Source: Munis, Fiscal Year 2022–2023; Downloaded July 11, 2024

#### Table 7: SCE Full-time Equivalents (FTEs), 2022-2023

| JOB DESCRIPTION                 | FULL TIME    | PART TIME    | TOTAL     |
|---------------------------------|--------------|--------------|-----------|
| ADMINISTRATIVE ASSISTANT        | 5            |              | 5         |
| ASSISTANT DIRECTOR              | 1            |              | 1         |
| ASSISTANT PRINCIPAL             | 1            |              | 1         |
| ASSISTANT PRINCIPALS            | 1            |              | 1         |
| CAMPUS MONITOR                  | 1            |              | 1         |
| CASE MANAGER                    | 6            |              | 6         |
| COORDINATOR                     | 2            |              | 2         |
| COUNSELOR                       | 5            |              | 5         |
| DATA CLERK                      | 2            |              | 2         |
| FORT WORTH AFTER SCHOOL         | 2            |              | 2         |
| HEALTH ASSOCIATE                | 1            |              | 1         |
| LIBRARY CLERK                   | 1            |              | 1         |
| PART TIME HOURLY                |              | 22           | 22        |
| PRINCIPAL                       | 4            |              | 4         |
| SCHOOL NURSE                    | 1            |              | 1         |
| SOCIAL WORKER                   | 9            |              | 9         |
| SPECIALIST                      | 111          |              | 111       |
| TEACHER                         | 494          |              | 494       |
| TEACHER ASSISTANT               | 22           |              | 22        |
| TOTAL                           | 669          | 22           | 691       |
| Source: Position Control, FY 20 | 22-2023; Dov | vnloaded Jul | y 2, 2024 |

# ACTION AGENDA ITEM BOARD MEETING August 27, 2024

# TOPIC:ACCEPT THE CERTIFIED APPRAISAL ROLL FOR THE TAX YEAR2024 FOR THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

# **BACKGROUND:**

The Chief Appraiser of the Tarrant County Appraisal District has certified and submitted the appraisal roll as approved by the Appraisal Review Board, for calendar year beginning January 1, 2024 and ending December 31, 2024, and has delivered to Wendy Burgess, Tarrant County Tax Assessor-Collector for the Fort Worth Independent School District, a statement of the total amount of appraised, assessed, and taxable value of property as of January 1, 2024. Also included is the value for properties under protest at the time of submission for the assessment rolls lying within the Fort Worth Independent School District.

Texas Tax Code §26.09(e) makes reference to the approval of the certified roll by the governing body. Based on guidance from Moak Casey, the District's consultant, it is recommended that the certified appraisal roll formally be accepted by the school district.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES**:

- 1. Accept the Certified Appraisal Roll for the Tax Year 2024 for the Fort Worth Independent School District
- 2. Decline to Accept the Certified Appraisal Roll for the Tax Year 2024 for the Fort Worth Independent School District
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Accept the Certified Appraisal Roll for the Tax Year 2024 for the Fort Worth Independent School District

# **FUNDING SOURCE:** <u>Additional Details</u>

No Cost

# COST:

No Cost

# **VENDOR:**

Not Applicable

# **PURCHASING MECHANISM:**

Not a Purchase

### **Purchasing Support Documents Needed:**

Not Applicable

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

All District Schools/Departments

# RATIONALE:

The Tax Code references the acceptance of the appraisal roll for the tax year being considered.

# **INFORMATION SOURCE**:

Carmen Arrieta-Candelaria, Chief Financial Officer



# Appraisal Roll Information Valuation Summary as of July 25, 2024 2024 Certified Property Information

I, Joe Don Bobbitt, Chief Appraiser for the Tarrant Appraisal District, to the best of my ability do solemnly swear that the attached is that portion of the appraisal roll for the Tarrant Appraisal District which lists property taxable by the above-named entity and constitutes their Certified Appraisal Roll.

| APPRAISED VALUE (Co | nsiders Value Caps) | >\$ <b>80,818,834,82</b> |  |  |  |  |
|---------------------|---------------------|--------------------------|--|--|--|--|
| Number of Accounts: | 526,867             |                          |  |  |  |  |

| Absolute Exemptions                | \$ 11,413,956,565 |
|------------------------------------|-------------------|
| Cases before ARB – Appraised Value | \$ 2,882,840,211  |
| Incompletes                        | \$ 2,460,520,171  |
| Partial Exemptions                 | \$ 9,231,293,347  |
| In Process                         | \$ 5,435,047      |

NET TAXABLE VALUE ------>\$ 54,824,789,480

Appraised Value minus Absolute Exemption amount, minus Cases before ARB amount, minus Incompletes, minus Partial Exemptions, minus the In Process accounts equals the Net Taxable Value.

Including suggested values to be used for pending ARB accounts (see page two), Incompletes (see page three) and In Process accounts (see page four).

Joe Don Bobbott

Joe Don Bobbitt, Chief Appraiser

Tarrant Appraisal District 2500 Handley Ederville Road - Fort Worth, Texas 76118 - 817.284.0024



# Appraisal Roll Information Valuation Summary as of July 25, 2024 2024 Appraisal Review Board Information

Section 25.01 (c) of the State Property Tax code directs the Chief Appraiser to prepare a list of all properties under protest with the Appraisal Review Board and pending disposition at the time of value roll certification.

The values below are from the ARB roll and are not included in the totals by the Chief Appraiser and represented on page 1 of this report.

# \$ 2,882,840,211

Total appraised value of properties under protest.

# \$ 2,171,726,653

Net taxable value of properties under protest.

# \$ 1,520,208,657

Estimated minimum taxable value for the same properties. This value should be added to the net taxable value on page one.

Tarrant Appraisal District 2500 Handley Ederville Road - Fort ₩orth, Texas 76118 - 817.284.0024



# Appraisal Roll Information Valuation Summary as of July 25, 2024 2024 Incomplete Property Information

Section 26.01(d) of the State Property Tax Code directs the Chief Appraiser to prepare a list of all properties that are not on the appraisal roll and not included on the ARB roll.

The values below are from the incomplete property listing and are not included in the totals by the Chief Appraiser and represented on page 1 of this report.

The value of incomplete properties are subject to change and are also subject to appeal before the Appraisal Review Board.

# \$ 2,460,520,171

Total appraised value of incomplete properties

# \$ 1,671,225,088

Net taxable value of properties under of incomplete properties.

# \$ 1,169,857,562

Estimated minimum taxable value for the same properties. This value should be added to the net taxable value on page one

Tarrant Appraisal District 2500 Handley Ederville Road - Fort Worth, Texas 76118 - 817.284.0024



# Appraisal Roll Information Valuation Summary as of July 25, 2024 2024 In Process Property Information

The values below are from In Process properties and are not included in the totals by the Chief Appraiser and represented on page 1 of this report.

\$ 5,435,047

Total appraised value of In Process properties

\$ 713,276

Estimated net taxable value of In Process properties. This value should be added to the net taxable value on page one.

Tarrant Appraisal District 2500 Handley Ederville Road - Fort Worth, Texas 76118 - 817.284.0024



### Tarrant Appraisal District FORT WORTH ISD 905 Totals for Roll Instance July Roll 2024

| Value Detail                 | Market Apprais |                | Counts  | Taxable        |
|------------------------------|----------------|----------------|---------|----------------|
| Real Estate Residential      | 42,385,799,242 | 38,488,466,205 | 154,642 | 30,059,910,970 |
| Real Estate Commercial       | 32,761,200,942 | 32,607,401,317 | 21,604  | 21,095,359,699 |
| Real Estate Industrial       | 575,885,112    | 574,441,205    | 366     | 563,205,766    |
| Personal Property Commercial | 7,332,286,956  | 7,332,286,956  | 14,632  | 5,994,323,709  |
| Personal Property Industrial | 1,685,928,561  | 1,685,928,561  | 285     | 835,383,594    |
| Mineral Lease Properties     | 125,654,898    | 125,493,040    | 334,643 | 115,453,222    |
| Agricultural Properties      | 243,259,065    | 4,817,537      | 695     | 4,817,537      |
| Total Value                  | 85,110,014,776 | 80,818,834,821 | 526,867 | 58,668,454,497 |
|                              |                |                |         |                |
| Pending Detail               | Market         | Appraised      | Counts  | Taxable        |
| Cases Before ARB             | 3,004,079,604  | 2,882,840,211  | 3,875   | 2,171,726,653  |
|                              |                |                |         |                |
| Incomplete Accounts          | 2,687,379,420  | 2,460,520,171  | 42,227  | 1,671,225,088  |
|                              |                |                |         |                |
|                              |                |                |         |                |
| In Process Accounts          | 5,439,341      | 5,435,047      | 835     | 713,276        |
| In Process Accounts          | 5,439,341      | 5,435,047      | 835     | 713,276        |

| Exemption Detail                                    | Market         | Exempt         | Counts  | Appraised      |
|---|----------------|----------------|---------|----------------|
| Absolute Public                                     | 6,318,417,299  | 6,313,344,376  | 5,371   | 6,313,498,076  |
| Absolute Charitable                                 | 3,187,847,441  | 3,186,875,778  | 826     | 3,186,935,704  |
| Absolute Miscellaneous                              | 72,859,980     | 71,876,902     | 30      | 72,658,802     |
| Absolute Religious & Private Schools                | 1,851,577,430  | 1,841,859,509  | 1,781   | 1,843,530,182  |
| Indigent Housing                                    | 0              | 0              | 0       | 0              |
| Nominal Value                                       | 6,522,006      | 6,522,006      | 84,427  | 6,522,006      |
| Disabled Vet 10-29%                                 | 69,304,376     | 992,270        | 213     | 60,954,461     |
| Disabled Vet 30-49%                                 | 50,184,866     | 1,062,500      | 152     | 45,684,088     |
| Disabled Vet 50-69%                                 | 65,879,770     | 1,938,316      | 209     | 59,115,810     |
| Disabled Vet 70-99%                                 | 603,204,331    | 21,393,794     | 2,010   | 535,867,725    |
| Disabled Vet 100%                                   | 345,434,316    | 207,465,079    | 1,012   | 316,136,161    |
| Surviving Spouse Disabled Vet 100%                  | 48,561,195     | 23,348,051     | 169     | 42,186,956     |
| Donated Disabled Vet                                | 0              | 0              | 0       | 0              |
| Surviving Spouse Donated Disabled Vet               | 216,319        | 23,117         | 1       | 133,117        |
| Surviving Spouse KIA Armed Service Member           | 270,178        | 149,553        | 1       | 264,553        |
| Transfer Base Value for SS Disable Vet              | 4,103,330      | 1,685,128      | 10      | 3,464,288      |
| Inventory   | 1,227,390,265  | 540,635,543    | 107     | 1,227,390,265  |
| Homestead State Mandated-General                    | 27,694,061,972 | 7,686,993,042  | 82,463  | 24,025,758,335 |
| Homestead State Mandated-Over 65                    | 10,840,754,714 | 253,902,435    | 32,101  | 9,264,679,612  |
| Homestead State Mandated-Disabled Person            | 286,825,963    | 8,746,210      | 1,374   | 224,330,552    |
| Homestead State Mandated-Disabled Person<br>Over 65 | 264,531,110    | 8,064,858      | 1,291   | 199,188,000    |
| Homestead Local Option-General                      | 0              | 0              | 0       | 0              |
| Homestead Local Option-Over 65                      | 0              | 0              | 0       | 0              |
| Homestead Local Option-Disabled Person              | 0              | 0              | 0       | 0              |
| Homestead Local Option-Disabled Person<br>Over 65   | 0              | 0              | 0       | 0              |
| Solar & Wind Powered Devices                        | 28,372,851     | 1,641,450      | 80      | 26,347,663     |
| Pollution control                                   | 186,218,384    | 3,647,122      | 42      | 186,218,384    |
| Community Housing Development                       | 65,643,730     | 65,643,730     | 7       | 65,643,730     |
| Childcare Facilities Exemption 11.36                | 0              | 0              | 0       | 0              |
| Abatements  | 0              | 0              | 0       | 0              |
| Historic Sites                                      | 0              | 0              | 0       | 0              |
| Foreign Trade Zone                                  | 75,874,249     | 36,741,441     | 3       | 75,874,249     |
| Misc Personal Property (Vehicles, etc.)             | 639,361,512    | 359,407,341    | 160     | 639,361,512    |
| Surviving Spouse of First Responder KLD             | 1,876,652      | 1,290,361      | 3       | 1,600,361      |
| Transfer Base Value SS KIA Armed Service<br>Member  | 0              | 0              | 0       | 0              |
| Transfer Base Value SS of First Responder<br>KLD    | 0              | 0              | 0       | 0              |
| Property Damaged by Disaster                        | 0              | 0              | 0       | 0              |
| Total Exemptions                                    |                | 20,645,249,912 | 213,843 |                |

| Deferrals              | Market     | Deferred   | Counts | Appraised  |
|------------------------|------------|------------|--------|------------|
| Ag Deferrals           | 2,555,380  | 2,537,387  | 7      | 17,993     |
| Scenic Deferrals       | 19,583,392 | 7,695,254  | 38     | 11,888,138 |
| Public Access Airports | 0          | 0          | 0      | 0          |
| Other Deferrals        | 0          | 0          | 0      | 0          |
| Total Deferrals        | 22,138,772 | 10,232,641 | 45     | 11,906,131 |

| New Exemptions                                      | Market      | Exempt      | Counts | Appraised   |
|---|-------------|-------------|--------|-------------|
| Absolute Public                                     | 140,447,435 | 140,447,435 | 11     | 140,447,435 |
| Absolute Charitable                                 | 8,021,923   | 8,021,923   | 16     | 8,021,923   |
| Absolute Miscellaneous                              | 65,801,500  | 65,019,600  | 2      | 65,801,500  |
| Absolute Religious & Private Schools                | 44,122,730  | 43,790,785  | 16     | 43,790,785  |
| Indigent Housing                                    | 0           | 0           | 0      | 0           |
| Nominal Value                                       | 0           | 0           | 0      | 0           |
| Disabled Vet 10-29%                                 | 3,793,422   | 55,000      | 11     | 3,740,104   |
| Disabled Vet 30-49%                                 | 6,646,281   | 142,500     | 19     | 6,374,133   |
| Disabled Vet 50-69%                                 | 8,745,889   | 250,000     | 25     | 8,323,168   |
| Disabled Vet 70-99%                                 | 43,522,535  | 1,403,968   | 122    | 42,167,835  |
| Disabled Vet 100%                                   | 10,660,645  | 7,007,339   | 33     | 10,442,497  |
| Surviving Spouse Disabled Vet 100%                  | 859,633     | 577,002     | 2      | 809,002     |
| Donated Disabled Vet                                | 0           | 0           | 0      | 0           |
| Surviving Spouse Donated Disabled Vet               | 0           | 0           | 0      | 0           |
| Surviving Spouse KIA Armed Service Member           | 0           | 0           | 0      | 0           |
| Transfer Base Value for SS Disable Vet              | 0           | 0           | 0      | 0           |
| Inventory   | 89,301,125  | 21,656,778  | 13     | 89,301,125  |
| Homestead State Mandated-General                    | 139,723,889 | 35,988,743  | 400    | 139,723,889 |
| Homestead State Mandated-Over 65                    | 230,556,173 | 5,610,023   | 644    | 207,044,057 |
| Homestead State Mandated-Disabled Person            | 5,769,341   | 130,000     | 24     | 5,258,366   |
| Homestead State Mandated-Disabled Person<br>Over 65 | 1,274,616   | 54,624      | 7      | 1,104,478   |
| Homestead Local Option-General                      | 0           | 0           | 0      | 0           |
| Homestead Local Option-Over 65                      | 0           | 0           | 0      | 0           |
| Homestead Local Option-Disabled Person              | 0           | 0           | 0      | 0           |
| Homestead Local Option-Disabled Person<br>Over 65   | 0           | 0           | 0      | 0           |
| Solar & Wind Powered Devices                        | 5,123,585   | 15          | 15     | 4,962,275   |
| Pollution control                                   | 0           | 0           | 0      | 0           |
| Community Housing Development                       | 0           | 0           | 0      | 0           |
| Childcare Facilities Exemption 11.36                | 0           | 0           | 0      | 0           |
| Abatements  | 0           | 0           | 0      | 0           |
| Historic Sites                                      | 0           | 0           | 0      | 0           |
| Foreign Trade Zone                                  | 0           | 0           | 0      | 0           |
| Misc Personal Property (Vehicles, etc.)             | 33,716,485  | 13,494,986  | 16     | 33,716,485  |
| Surviving Spouse of First Responder KLD             | 0           | 0           | 0      | 0           |
| Transfer Base Value SS KIA Armed Service<br>Member  | 0           | 0           | 0      | 0           |
| Transfer Base Value SS of First Responder<br>KLD    | 0           | 0           | 0      | 0           |
| Property Damaged by Disaster                        | 0           | 0           | 0      | 0           |
| Total New Exemptions                                |             | 343,650,721 | 1,376  |             |

| New Construction                     |                | New Value         | Counts  | Taxable         |
|--------------------------------------|----------------|-------------------|---------|-----------------|
| All Real Estate                      |                | 1,102,360,496     | 1,687   | 990,701,591     |
| New business in new improvement      |                | 2,564             | 2       | 0               |
| Total New Construction               |                | 1,102,363,060     | 1,689   | 990,701,591     |
| New Construction in Residential      |                | 342,894,110       | 1,541   | 314,704,722     |
| New Construction in Commercial       |                | 759,466,386       | 146     | 675,996,869     |
|                                      | Market         | Appraised         | Counts  | Taxable         |
| Annexation                           | 0              | 0                 | 0       | 0               |
| Deannexation                         | 0              | 0                 | 0       | 0               |
|                                      |                |                   |         |                 |
| Tax Ceiling                          | Market         | Taxable           | Counts  | Ceiling Amount  |
| Over 65                              | 10,826,988,380 | 5,928,184,627     | 32,062  | 26,966,279.00   |
| Disable Person                       | 285,733,086    | 94,820,199        | 1,371   | 455,645.00      |
| Disabled Person Over 65              | 264,531,110    | 76,597,536        | 1,291   | 708,466.00      |
| Total Ceilings                       | 11,377,252,576 | 6,099,602,362     | 34,724  | 28,130,390.00   |
| New Over 65 Ceilings                 | 351,746,143    | 0                 | 920     | 0.00            |
| New Disabled Person Ceilings         | 11,054,290     | 0                 | 47      | 0.00            |
| New Disabled Person Over 65 Ceilings | 312,981        | 0                 | 2       | 0               |
| Capped Accounts                      | Market         | Cap Loss          | Counts  | Appraised       |
| Cap Total                            | 19,621,449,624 | 3,668,355,917     | 60,829  | 15,953,093,707  |
| New Cap this Year                    | 1,272,689,095  | 111,288,806       | 2,505   | 1,161,400,289   |
| Circuit Breaker Total                | 1,716,466,175  | 264,679,821       | 6,430   | 1,451,786,354   |
| New Circuit Breaker this Year        | 1,716,466,175  | 264,679,821       | 6,430   | 1,451,786,354   |
| All Exemptions by Group              | Market         | Exempt            | Counts  | Appraised       |
| Residential                          | 27,809,020,240 | 8,300,719,811     | 83,598  | 24,140,571,481  |
| Commercial                           | 12,869,615,823 | 12,137,223,217    | 7,444   |                 |
| Industrial                           | 479,342,908    | 197,494,684       | 54      | 479,342,908     |
| Mineral Lease                        | 9,832,110      | 9,812,200         | 84,313  | 9,812,200       |
| Agricultural                         | 2,555,380      | 0                 | 0       | 17,993          |
| Exemption Total                      |                | 20,645,249,912    | 175,409 |                 |
|                                      | Market         | Exempt            | Counts  | Appraised       |
| Prorated Absolute                    | 6,084,514      | 4,200,216         | 23      | 6,084,514       |
| Multi-Prorated Absolute              | 0              | 0                 | 83      | 314,505,891     |
|                                      |                | Current Taxable   | Counts  | Appraised       |
| Value Loss - 25.25(d)                |                | 0                 | 0       | 0               |
|                                      | Average Market | Average Appraised | Counts  | Average Taxable |
| Averages for Value Single Family     | 295,902        | 267,816           | 132,977 | 206,084         |



| Exemption Type                                   | Certified<br>Loss | Count  | ARB Loss          | Count | Incomplete<br>Loss | Count | Total<br>Loss   | Count  |
|--|-------------------|--------|-------------------|-------|--------------------|-------|-----------------|--------|
| Abatements                                       | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Absolute Charitable                              | \$3,186,875,778   | 826    | \$66,548,575      | 45    | \$8,877,288        | 45    | \$3,262,301,641 | 916    |
| Absolute Miscellaneous                           | \$71,876,902      | 30     | \$165,730         | 4     | \$137,225          | 2     | \$72,179,857    | 36     |
| Absolute Public                                  | \$6,313,344,376   | 5,371  | \$154,818,448     | 24    | \$111,431,401      | 1,574 | \$6,579,594,225 | 6,969  |
| Absolute Religious & Private Schools             | \$1,841,859,509   | 1,781  | \$33,162,462      | 40    | \$13,162,754       | 62    | \$1,888,184,725 | 1,883  |
| Childcare Facilities Exemption 11.36             | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Community Housing Development                    | \$65,643,730      | 7      | \$0               | 0     | \$0                | 0     | \$65,643,730    | 7      |
| Disabled Vet 100%                                | \$207,465,079     | 1,012  | \$1,517,290       | 2     | \$1,120,940        | 3     | \$210,103,309   | 1,017  |
| Disabled Vet 10-29%                              | \$992,270         | 213    | \$15,000          | 3     | \$0                | 0     | \$1,007,270     | 216    |
| Disabled Vet 30-49%                              | \$1,062,500       | 152    | \$30,000          | 4     | \$0                | 0     | \$1,092,500     | 156    |
| Disabled Vet 50-69%                              | \$1,938,316       | 209    | \$30,000          | 3     | \$10,000           | 1     | \$1,978,316     | 213    |
| Disabled Vet 70-99%                              | \$21,393,794      | 2,010  | \$120,000         | 10    | \$24               | 1     | \$21,513,818    | 2,021  |
| Donated Disabled Vet                             | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Foreign Trade Zone                               | \$36,741,441      | 3      | \$0               | 0     | \$0                | 0     | \$36,741,441    | 3      |
| Historic Sites                                   | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Homestead Local Option-Disabled Person           | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Homestead Local Option-Disabled Person Over 65   | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Homestead Local Option-General                   | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Homestead Local Option-Over 65                   | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Homestead State Mandated-Disabled Person         | \$8,746,210       | 1,374  | \$111,708         | 17    | \$25,000           | 4     | \$8,882,918     | 1,395  |
| Homestead State Mandated-Disabled Person Over 65 | \$8,064,858       | 1,291  | \$20,000          | 2     | \$5,000            | 1     | \$8,089,858     | 1,294  |
| Homestead State Mandated-General                 | \$7,686,993,042   | 82,463 | \$73,163,510      | 761   | \$9,037,279        | 104   | \$7,769,193,831 | 83,328 |
| Homestead State Mandated-Over 65                 | \$253,902,435     | 32,101 | \$1,944,463       | 212   | \$185,408          | 24    | \$256,032,306   | 32,337 |
| Indigent Housing                                 | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Inventory  | \$540,635,543     | 107    | \$91,270,456      | 20    | \$199,220,052      | 63    | \$831,126,051   | 190    |
| Misc Personal Property (Vehicles, etc.)          | \$359,407,341     | 160    | \$5,750,910       | 4     | \$65,879,755       | 44    | \$431,038,006   | 208    |
| Nominal Value                                    | \$6,522,006       | 84,427 | \$667,818         | 56    | \$20,261           | 46    | \$7,210,085     | 84,529 |
| Pollution control                                | \$3,647,122       | 42     | \$600,030         | 3     | \$441,685          | 4     | \$4,688,837     | 49     |
| Property Damaged by Disaster                     | \$0               | 0      | \$0               | 0     | \$0                | 0     | \$0             | 0      |
| Solar & Wind Powered Devices                     | \$1,641,450       | 80     | 35 <sup>\$1</sup> | 1     | \$6,280,181        | 51    | \$7,921,632     | 132    |
| Surviving Spouse Disabled Vet 100%               | \$23,348,051      | 169    | \$0               | 0     | \$0                | 0     | \$23,348,051    | 169    |



# Entity Exemptions Report 2024 JULY ROLL

# 905 FORT WORTH ISD

| Exemption Type                                  | Certified<br>Loss | Count   | ARB Loss      | Count | Incomplete<br>Loss | Count | Total<br>Loss    | Count   |
|---|-------------------|---------|---------------|-------|--------------------|-------|------------------|---------|
| Surviving Spouse Donated Disabled Vet           | \$23,117          | 1       | \$0           | 0     | \$0                | 0     | \$23,117         | 1       |
| Surviving Spouse KIA Armed Service Member       | \$149,553         | 1       | \$0           | 0     | \$0                | 0     | \$149,553        | 1       |
| Surviving Spouse of First Responder KLD         | \$1,290,361       | 3       | \$0           | 0     | \$0                | 0     | \$1,290,361      | 3       |
| Transfer Base Value for SS Disable Vet          | \$1,685,128       | 10      | \$0           | 0     | \$0                | 0     | \$1,685,128      | 10      |
| Transfer Base Value SS KIA Armed Service Member | \$0               | 0       | \$0           | 0     | \$0                | 0     | \$0              | 0       |
| Transfer Base Value SS of First Responder KLD   | \$0               | 0       | \$0           | 0     | \$0                | 0     | \$0              | 0       |
| Subtotals ==>                                   | \$20,645,249,912  | 213,843 | \$429,936,401 | 1,211 | \$415,834,253      | 2,029 | \$21,491,020,566 | 217,083 |



#### 905 FORT WORTH ISD

| Exemption Type  | Certified<br>Loss | Count | ARB Loss | Count | Incomplete<br>Loss | Count | Total<br>Loss | Count |
|---|-------------------|-------|----------|-------|--------------------|-------|---------------|-------|
| Prorated Absolute (included in above Absolute categories) | \$4,200,216       | 23    | \$0      | 0     | \$694,125          | 11    | \$4,894,341   | 34    |

| Deferral Type    | Certified<br>Loss | Count | ARB Loss     | Count | Incomplete<br>Loss | Count | Total<br>Loss | Count |
|------------------|-------------------|-------|--------------|-------|--------------------|-------|---------------|-------|
| Ag Deferrals     | \$2,537,387       | 7     | \$19,329,493 | 40    | \$218,987,437      | 644   | \$240,854,317 | 691   |
| Scenic Deferrals | \$7,695,254       | 38    | \$0          | 0     | \$0                | 0     | \$7,695,254   | 38    |
| Subtotals ==>    | \$10,232,641      | 45    | \$19,329,493 | 40    | \$218,987,437      | 644   | \$248,549,571 | 729   |

| Entity Totals                |                  |
|------------------------------|------------------|
| Total Appraised *            | \$80,818,834,821 |
| Absolute Exempt              | \$11,413,956,565 |
| Cases Before ARB             | \$2,882,840,211  |
| Incompletes                  | \$2,460,520,171  |
| Partial Exemptions           | \$9,231,293,347  |
| In Process                   | \$5,435,047      |
| Calculated Net Taxable Value | \$54,824,789,480 |
|                              |                  |
| Total # of Accounts *        | 526,867          |

\* Only includes totals from Agricultural Properties, Mineral Lease Properties, Personal Property Commercial, Personal Property Industrial, Real Estate Commercial, Real Estate Industrial, and Real Estate Residential.



| Category   | Roll Status          | # of Accts | Market Value     | Appraised Value  | Taxable Value    | Ag Acreage  | Ag Deferred   | New Const.<br>Value |
|--|----------------------|------------|------------------|------------------|------------------|-------------|---------------|---------------------|
| A "Residential SingleFamily"                           | ARB                  | 1,715      | \$829,164,930    | \$745,917,168    | \$670,285,954    | 0.0000      | \$0           | \$23,039,126        |
| A "Residential SingleFamily"                           | Certified            | 133,186    | \$39,450,895,559 | \$35,713,293,670 | \$27,532,362,461 | 0.0000      | \$0           | \$419,047,187       |
| A "Residential S                                       | ingleFamily" Totals: | 134,901    | \$40,280,060,489 | \$36,459,210,838 | \$28,202,648,415 | 0.0000      | \$0           | \$442,086,313       |
| AC "Single Family Interim Use"                         | ARB                  | 5          | \$898,179        | \$897,165        | \$897,165        | 0.0000      | \$0           | \$0                 |
| AC "Single Family Interim Use"                         | Certified            | 69         | \$10,783,801     | \$10,522,622     | \$10,008,807     | 0.0000      | \$0           | \$0                 |
| AC "Single Family                                      | nterim Use" Totals:  | 74         | \$11,681,980     | \$11,419,787     | \$10,905,972     | 0.0000      | \$0           | \$0                 |
| B "MultiFamily Residential"                            | ARB                  | 136        | \$43,931,029     | \$40,515,446     | \$39,371,670     | 0.0000      | \$0           | \$0                 |
| B "MultiFamily Residential"                            | Certified            | 4,656      | \$1,284,538,163  | \$1,236,844,946  | \$1,199,148,537  | 0.0000      | \$0           | \$23,561,946        |
| B "MultiFamily   | Residential" Totals: | 4,792      | \$1,328,469,192  | \$1,277,360,392  | \$1,238,520,207  | 0.0000      | \$0           | \$23,561,946        |
| BC "MultiFamily Commercial"                            | ARB                  | 22         | \$84,900,237     | \$84,355,722     | \$84,355,722     | 0.0000      | \$0           | \$358,696           |
| BC "MultiFamily Commercial"                            | Certified            | 629        | \$7,696,482,832  | \$7,670,714,423  | \$7,605,582,072  | 0.0000      | \$0           | \$248,920,855       |
| BC "MultiFamily (                                      | Commercial" Totals:  | 651        | \$7,781,383,069  | \$7,755,070,145  | \$7,689,937,794  | 0.0000      | \$0           | \$249,279,551       |
| C1 "Vacant Land Residential"                           | ARB                  | 347        | \$44,436,355     | \$41,961,592     | \$41,906,610     | 0.0000      | \$0           | \$0                 |
| C1 "Vacant Land Residential"                           | Certified            | 9,393      | \$447,662,673    | \$432,632,883    | \$431,344,862    | 0.0000      | \$0           | \$121,539           |
| C1 "Vacant Land  | Residential" Totals: | 9,740      | \$492,099,028    | \$474,594,475    | \$473,251,472    | 0.0000      | \$0           | \$121,539           |
| C1C "Vacant Land Commercial"                           | ARB                  | 159        | \$45,155,865     | \$44,496,761     | \$44,496,761     | 0.0000      | \$0           | \$0                 |
| C1C "Vacant Land Commercial"                           | Certified            | 3,512      | \$372,903,131    | \$351,358,479    | \$351,334,479    | 0.0000      | \$0           | \$0                 |
| C1C "Vacant Land                                       | Commercial" Totals:  | 3,671      | \$418,058,996    | \$395,855,240    | \$395,831,240    | 0.0000      | \$0           | \$0                 |
| C2C<br>"CommercialLandWithImprovementValue"            | ARB                  | 40         | \$14,272,946     | \$14,207,205     | \$14,207,205     | 0.0000      | \$0           | \$0                 |
| C2C<br>"CommercialLandWithImprovementValue"            | Certified            | 659        | \$194,506,058    | \$192,015,431    | \$192,015,431    | 0.0000      | \$0           | \$1,063,593         |
| C2C "CommercialLandWithImprove                         | ementValue" Totals:  | 699        | \$208,779,004    | \$206,222,636    | \$206,222,636    | 0.0000      | \$0           | \$1,063,593         |
| D1 "Qualified Open Space Land"                         | ARB                  | 40         | \$19,484,851     | \$2,568,147      | \$2,568,147      | 4,775.6269  | \$19,329,493  | \$0                 |
| D1 "Qualified Open Space Land"                         | Certified            | 655        | \$223,774,214    | \$2,249,390      | \$2,249,390      | 15,100.5971 | \$221,524,824 | \$0                 |
| D1 "Qualified Open                                     | Space Land" Totals:  | 695        | \$243,259,065    | \$4,817,537      | \$4,817,537      | 19,876.2240 | \$240,854,317 | \$0                 |
| E "Rural Land (No Ag) and Improvements<br>Residential" | ARB                  | 1          | \$626,178        | \$413,012        | \$303,012        | 0.0000      | \$0           | \$0                 |

#### This report contains All Excluding Absolutes



| Category   | Roll Status                  | # of Accts | Market Value     | Appraised Value  | Taxable Value    | Ag Acreage | Ag Deferred | New Const.<br>Value |
|--|------------------------------|------------|------------------|------------------|------------------|------------|-------------|---------------------|
| E "Rural Land (No Ag) and Improvements<br>Residential" | Certified                    | 59         | \$31,708,160     | \$28,651,914     | \$25,161,914     | 0.0000     | \$0         | \$0                 |
| E "Rural Land (No Ag) and Improvements                 | Residential" Totals:         | 60         | \$32,334,338     | \$29,064,926     | \$25,464,926     | 0.0000     | \$0         | \$0                 |
| EC "Rural Land (No Ag) and Improvements<br>Commercial" | ARB                          | 3          | \$851,678        | \$851,678        | \$851,678        | 0.0000     | \$0         | \$0                 |
| EC "Rural Land (No Ag) and Improvements<br>Commercial" | Certified                    | 36         | \$1,679,348      | \$1,666,280      | \$1,666,280      | 0.0000     | \$0         | \$0                 |
| EC "Rural Land (No Ag) and Improver                    | nents Commercial"<br>Totals: | 39         | \$2,531,026      | \$2,517,958      | \$2,517,958      | 0.0000     | \$0         | \$0                 |
| F1 "Commercial"  | ARB                          | 409        | \$572,628,551    | \$560,057,495    | \$560,045,495    | 0.0000     | \$0         | \$62,357,632        |
| F1 "Commercial"  | Certified                    | 9,025      | \$12,242,814,989 | \$12,167,408,295 | \$12,166,790,248 | 0.0000     | \$0         | \$462,191,469       |
| F1 "C  | Commercial" Totals:          | 9,434      | \$12,815,443,540 | \$12,727,465,790 | \$12,726,835,743 | 0.0000     | \$0         | \$524,549,101       |
| F1C "VarX Billboards"                                  | Certified                    | 15         | \$5,773,807      | \$5,773,807      | \$5,773,807      | 0.0000     | \$0         | \$0                 |
| F1C "Var>  | K Billboards" Totals:        | 15         | \$5,773,807      | \$5,773,807      | \$5,773,807      | 0.0000     | \$0         | \$0                 |
| F1P "Billboards Personal Property"                     | Certified                    | 9          | \$137,091        | \$137,091        | \$133,656        | 0.0000     | \$0         | \$0                 |
| F1P "Billboards Person                                 | al Property" Totals:         | 9          | \$137,091        | \$137,091        | \$133,656        | 0.0000     | \$0         | \$0                 |
| F2 "Industrial"  | ARB                          | 14         | \$17,773,830     | \$17,746,988     | \$17,746,988     | 0.0000     | \$0         | \$0                 |
| F2 "Industrial"  | Certified                    | 340        | \$546,897,381    | \$545,480,316    | \$545,458,778    | 0.0000     | \$0         | \$1,851,264         |
| F2   | "Industrial" Totals:         | 354        | \$564,671,211    | \$563,227,304    | \$563,205,766    | 0.0000     | \$0         | \$1,851,264         |
| G1 "Oil, Gas and Mineral Reserve"                      | ARB                          | 272        | \$966,840        | \$959,000        | \$956,450        | 0.0000     | \$0         | \$0                 |
| G1 "Oil, Gas and Mineral Reserve"                      | Certified                    | 332,704    | \$119,418,648    | \$119,284,540    | \$114,496,772    | 0.0000     | \$0         | \$0                 |
| G1 "Oil, Gas and Mine                                  | ral Reserve" Totals:         | 332,976    | \$120,385,488    | \$120,243,540    | \$115,453,222    | 0.0000     | \$0         | \$0                 |
| J1 "Commercial Utility Water Systems"                  | Certified                    | 3          | \$17,731         | \$17,731         | \$17,731         | 0.0000     | \$0         | \$0                 |
| J1 "Commercial Utility Wat                             | er Systems" Totals:          | 3          | \$17,731         | \$17,731         | \$17,731         | 0.0000     | \$0         | \$0                 |
| J1C "VarX Utility Water Systems"                       | Certified                    | 3          | \$237,640        | \$237,640        | \$237,640        | 0.0000     | \$0         | \$0                 |
| J1C "VarX Utility Wat                                  | er Systems" Totals:          | 3          | \$237,640        | \$237,640        | \$237,640        | 0.0000     | \$0         | \$0                 |
| J2 "Commercial Utility Gas Companies"                  | ARB                          | 1          | \$100            | \$100            | \$100            | 0.0000     | \$0         | \$0                 |
| J2 "Commercial Utility Gas Companies"                  | Certified                    | 125        | \$7,019,946      | \$7,019,946      | \$7,019,946      | 0.0000     | \$0         | \$0                 |
| J2 "Commercial Utility Gas                             | Companies" Totals:           | 126        | \$7,020,046      | \$7,020,046      | \$7,020,046      | 0.0000     | \$0         | \$0                 |

#### This report contains All Excluding Absolutes



| Category   | Roll Status          | # of Accts | Market Value  | Appraised Value | Taxable Value | Ag Acreage | Ag Deferred | New Const.<br>Value |
|--|----------------------|------------|---------------|-----------------|---------------|------------|-------------|---------------------|
| J2C "VarX Utility Gas Companies"                       | Certified            | 1          | \$383,953,850 | \$383,953,850   | \$383,953,850 | 0.0000     | \$0         | \$0                 |
| J2C "VarX Utility Gas (                                | Companies" Totals:   | 1          | \$383,953,850 | \$383,953,850   | \$383,953,850 | 0.0000     | \$0         | \$0                 |
| J3 "Commercial Utility Electric Companies"             | Certified            | 293        | \$20,222,327  | \$20,222,327    | \$20,222,327  | 0.0000     | \$0         | \$0                 |
| J3 "Commercial Utility Electric (                      | Companies" Totals:   | 293        | \$20,222,327  | \$20,222,327    | \$20,222,327  | 0.0000     | \$0         | \$0                 |
| J3C "VarX Utility Electric Companies"                  | Certified            | 4          | \$539,592,450 | \$539,592,450   | \$539,592,450 | 0.0000     | \$0         | \$0                 |
| J3C "VarX Utility Electric (                           | Companies" Totals:   | 4          | \$539,592,450 | \$539,592,450   | \$539,592,450 | 0.0000     | \$0         | \$0                 |
| J4 "Commercial Utility Telephone<br>Companies"         | Certified            | 82         | \$27,962,331  | \$27,962,331    | \$27,962,331  | 0.0000     | \$0         | \$0                 |
| J4 "Commercial Utility Telephone (                     | Companies" Totals:   | 82         | \$27,962,331  | \$27,962,331    | \$27,962,331  | 0.0000     | \$0         | \$0                 |
| J4C "VarX Utility Telephone Companies"                 | ARB                  | 9          | \$64,010,500  | \$64,010,500    | \$64,010,500  | 0.0000     | \$0         | \$0                 |
| J4C "VarX Utility Telephone Companies"                 | Certified            | 110        | \$172,565,934 | \$172,565,934   | \$172,563,368 | 0.0000     | \$0         | \$0                 |
| J4C "VarX Utility Telephone (                          | Companies" Totals:   | 119        | \$236,576,434 | \$236,576,434   | \$236,573,868 | 0.0000     | \$0         | \$0                 |
| J4P "Personal Property Utility Telephone<br>Companies" | ARB                  | 1          | \$5,271       | \$5,271         | \$5,271       | 0.0000     | \$0         | \$0                 |
| J4P "Personal Property Utility Telephone<br>Companies" | Certified            | 24         | \$1,021,346   | \$1,021,346     | \$1,020,171   | 0.0000     | \$0         | \$0                 |
| J4P "Personal Property Utility Telephone (             | Companies" Totals:   | 25         | \$1,026,617   | \$1,026,617     | \$1,025,442   | 0.0000     | \$0         | \$0                 |
| J5 "Commercial Utility Railroads"                      | Certified            | 33         | \$957,040     | \$957,040       | \$957,040     | 0.0000     | \$0         | \$0                 |
| J5 "Commercial Utility                                 | y Railroads" Totals: | 33         | \$957,040     | \$957,040       | \$957,040     | 0.0000     | \$0         | \$0                 |
| J5C "VarX Utility Railroads"                           | Certified            | 4          | \$221,451,855 | \$221,451,855   | \$221,451,855 | 0.0000     | \$0         | \$0                 |
| J5C "VarX Utility                                      | y Railroads" Totals: | 4          | \$221,451,855 | \$221,451,855   | \$221,451,855 | 0.0000     | \$0         | \$0                 |
| J5P "Personal Property Utility Railroads"              | Certified            | 2          | \$1,231,063   | \$1,231,063     | \$297,216     | 0.0000     | \$0         | \$0                 |
| J5P "Personal Property Utility                         | y Railroads" Totals: | 2          | \$1,231,063   | \$1,231,063     | \$297,216     | 0.0000     | \$0         | \$0                 |
| J6 "Commercial Utility Pipelines"                      | Certified            | 12         | \$298,287     | \$298,287       | \$298,287     | 0.0000     | \$0         | \$0                 |
| J6 "Commercial Utility                                 | y Pipelines" Totals: | 12         | \$298,287     | \$298,287       | \$298,287     | 0.0000     | \$0         | \$0                 |
| J6C "VarX Utility Pipelines"                           | ARB                  | 1          | \$614,770     | \$614,770       | \$582,987     | 0.0000     | \$0         | \$0                 |
| J6C "VarX Utility Pipelines"                           | Certified            | 23         | \$70,269,570  | \$70,269,570    | \$69,827,885  | 0.0000     | \$0         | \$0                 |
| 16C "VarX Utilit                                       | y Pipelines" Totals: | 24         | \$70,884,340  | \$70,884,340    | \$70,410,872  | 0.0000     | \$0         | \$0                 |

#### This report contains All Excluding Absolutes



| Category                                      | Roll Status            | # of Accts | Market Value    | Appraised Value | Taxable Value   | Ag Acreage | Ag Deferred | New Const.<br>Value |
|---|------------------------|------------|-----------------|-----------------|-----------------|------------|-------------|---------------------|
| J7 "Commercial Utility Cable Companies"       | Certified              | 4          | \$1,117,780     | \$1,117,780     | \$1,117,780     | 0.0000     | \$0         | \$0                 |
| J7 "Commercial Utility Cable                  | Companies" Totals:     | 4          | \$1,117,780     | \$1,117,780     | \$1,117,780     | 0.0000     | \$0         | \$0                 |
| J7C "VarX Utility Cable Companies"            | Certified              | 16         | \$185,137,156   | \$185,137,156   | \$185,137,156   | 0.0000     | \$0         | \$0                 |
| J7C "VarX Utility Cable                       | Companies" Totals:     | 16         | \$185,137,156   | \$185,137,156   | \$185,137,156   | 0.0000     | \$0         | \$0                 |
| J8 "Commercial Utility Other"                 | Certified              | 2          | \$1,044,677     | \$1,044,677     | \$1,044,677     | 0.0000     | \$0         | \$0                 |
| J8 "Commercial U                              | Jtility Other" Totals: | 2          | \$1,044,677     | \$1,044,677     | \$1,044,677     | 0.0000     | \$0         | \$0                 |
| J8C "VarX Utility Other"                      | Certified              | 9          | \$36,433,840    | \$36,433,840    | \$36,433,840    | 0.0000     | \$0         | \$0                 |
| J8C "VarX L                                   | Jtility Other" Totals: | 9          | \$36,433,840    | \$36,433,840    | \$36,433,840    | 0.0000     | \$0         | \$0                 |
| L1 "Personal Property Tangible<br>Commercial" | ARB                    | 481        | \$417,983,477   | \$417,983,477   | \$375,475,401   | 0.0000     | \$0         | \$0                 |
| L1 "Personal Property Tangible<br>Commercial" | Certified              | 11,437     | \$3,620,282,076 | \$3,620,282,076 | \$3,002,072,113 | 0.0000     | \$0         | \$2,564             |
| L1 "Personal Property Tangible (              | Commercial" Totals:    | 11,918     | \$4,038,265,553 | \$4,038,265,553 | \$3,377,547,514 | 0.0000     | \$0         | \$2,564             |
| L1C "VarX Commercial"                         | ARB                    | 15         | \$5,785,746     | \$5,785,746     | \$5,785,746     | 0.0000     | \$0         | \$0                 |
| L1C "VarX Commercial"                         | Certified              | 1,569      | \$644,793,495   | \$644,793,495   | \$471,572,985   | 0.0000     | \$0         | \$0                 |
| L1C "VarX (                                   | Commercial" Totals:    | 1,584      | \$650,579,241   | \$650,579,241   | \$477,358,731   | 0.0000     | \$0         | \$0                 |
| L2 "Personal Property Tangible Industrial"    | ARB                    | 14         | \$280,189,822   | \$280,189,822   | \$230,043,249   | 0.0000     | \$0         | \$0                 |
| L2 "Personal Property Tangible Industrial"    | Certified              | 259        | \$824,684,507   | \$824,684,507   | \$600,550,678   | 0.0000     | \$0         | \$0                 |
| L2 "Personal Property Tangible                | e Industrial" Totals:  | 273        | \$1,104,874,329 | \$1,104,874,329 | \$830,593,927   | 0.0000     | \$0         | \$0                 |
| L2C "VarX Industrial"                         | Certified              | 5          | \$4,789,129     | \$4,789,129     | \$4,789,129     | 0.0000     | \$0         | \$0                 |
| L2C "Var                                      | X Industrial" Totals:  | 5          | \$4,789,129     | \$4,789,129     | \$4,789,129     | 0.0000     | \$0         | \$0                 |
| M1 "Mobile Home"                              | ARB                    | 1          | \$2,675         | \$2,675         | \$2,675         | 0.0000     | \$0         | \$0                 |
| M1 "Mobile Home"                              | Certified              | 2,501      | \$39,459,853    | \$39,450,823    | \$35,428,068    | 0.0000     | \$0         | \$1,823,764         |
| M1 "M   | obile Home" Totals:    | 2,502      | \$39,462,528    | \$39,453,498    | \$35,430,743    | 0.0000     | \$0         | \$1,823,764         |
| M2 "Personal Property Aircraft"               | ARB                    | 4          | \$10,603,000    | \$10,603,000    | \$5,641,436     | 0.0000     | \$0         | \$0                 |
| M2 "Personal Property Aircraft"               | Certified              | 93         | \$466,970,572   | \$466,970,572   | \$264,547,791   | 0.0000     | \$0         | \$0                 |
| M2 "Personal Prope                            | erty Aircraft" Totals: | 97         | \$477,573,572   | \$477,573,572   | \$270,189,227   | 0.0000     | \$0         | \$0                 |

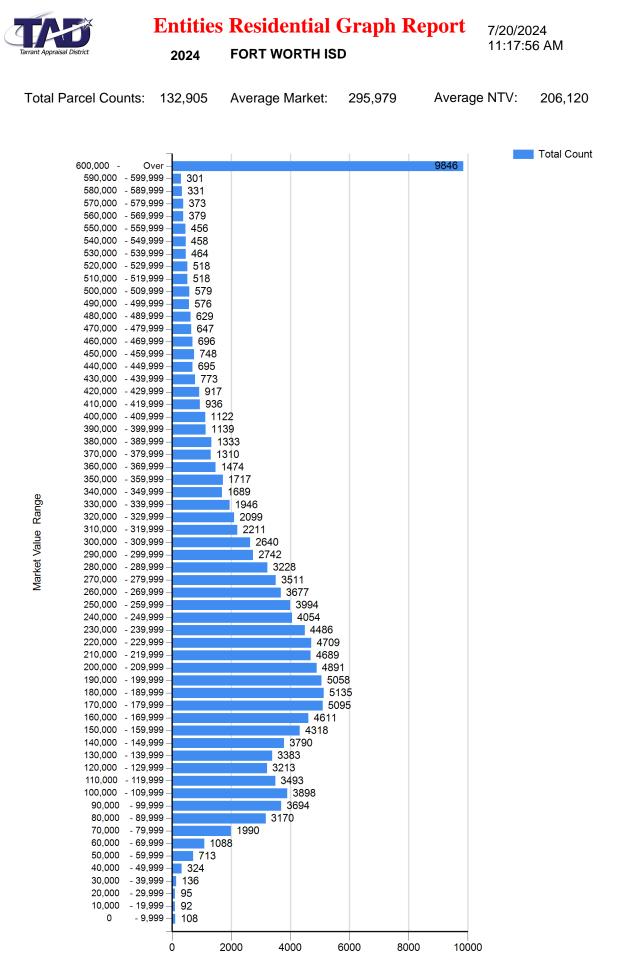
#### This report contains All Excluding Absolutes

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| Category                                | Roll Status          | # of Accts | Market Value     | Appraised Value  | Taxable Value    | Ag Acreage  | Ag Deferred   | New Const.<br>Value |
|---|----------------------|------------|------------------|------------------|------------------|-------------|---------------|---------------------|
| O "Residential Inventory"               | ARB                  | 66         | \$12,136,938     | \$12,136,938     | \$12,136,938     | 0.0000      | \$0           | \$0                 |
| O "Residential Inventory"               | Certified            | 1,192      | \$71,796,746     | \$70,706,947     | \$70,706,947     | 0.0000      | \$0           | \$0                 |
| O "Residentia                           | l Inventory" Totals: | 1,258      | \$83,933,684     | \$82,843,885     | \$82,843,885     | 0.0000      | \$0           | \$0                 |
| S "Personal Property Special Inventory" | ARB                  | 4          | \$49,493         | \$49,493         | \$49,493         | 0.0000      | \$0           | \$0                 |
| S "Personal Property Special Inventory" | Certified            | 530        | \$186,639,299    | \$186,639,299    | \$186,072,990    | 0.0000      | \$0           | \$0                 |
| S "Personal Property Specia             | l Inventory" Totals: | 534        | \$186,688,792    | \$186,688,792    | \$186,122,483    | 0.0000      | \$0           | \$0                 |
| X "Vacant Right of Way"                 | Certified            | 11         | \$15,506         | \$15,506         | \$15,506         | 0.0000      | \$0           | \$0                 |
| X "Vacant Ri                            | ght of Way" Totals:  | 11         | \$15,506         | \$15,506         | \$15,506         | 0.0000      | \$0           | \$0                 |
|   |                      |            |                  |                  |                  |             |               |                     |
|   | ARB Totals:          | 3,760      | \$2,466,473,261  | \$2,346,329,171  | \$2,171,726,653  | 4,775.6269  | \$19,329,493  | \$85,755,454        |
|   | Certified Totals:    | 513,294    | \$70,159,941,861 | \$66,006,901,264 | \$56,488,439,251 | 15,100.5971 | \$221,524,824 | \$1,158,584,181     |
| Ir                                      | complete Totals:     | 0          |                  |                  |                  | 0.0000      |               |                     |
| I                                       | n Process Totals:    | 0          |                  |                  |                  | 0.0000      |               |                     |
|   | Report Totals:       | 517,054    | \$72,626,415,122 | \$68,353,230,435 | \$58,660,165,904 | 19,876.2240 | \$240,854,317 | \$1,244,339,635     |

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## ACTION AGENDA ITEM BOARD MEETING August 27, 2024

## TOPIC:ACCEPT THE CALCULATIONS OF THE NO-NEW-REVENUE TAX<br/>RATE AND THE VOTER-APPROVAL TAX RATE

#### **BACKGROUND:**

Section 26.04 of the Property Tax Code requires that the no-new-revenue tax rate and the voterapproval tax rate be submitted to the Board of Trustees. Attached to this item is the 2024 NO-NEW-REVENUE RATE AND THE VOTER-APPROVAL TAX RATE IN FORT WORTH INDEPENDENT SCHOOL DISTRICT worksheet that lists this year's no-new revenue tax rate of \$1.026798/\$100 and this year's voter-approval tax rate of \$1.062400/\$100.

Also attached to this item is the 2024 Tax Rate Calculation Worksheet as signed by Carmen Arrieta-Candelaria, in her capacity as the District's Designated Officer. This worksheet is also posted as an appendage to the District's 2024-25 budget and submitted to the CAD and assessor-collector for posting on their website.

Based on a recommendation from Moak Casey, this item is also recommended to be accepted by the board of trustees as part of the tax adoption process.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate
- 2. Decline to Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost

#### COST:

No Cost

#### **VENDOR:**

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

#### **Purchasing Support Documents Needed:**

Not Applicable

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

All District Schools/Departments

#### RATIONALE:

Section 26.04 of the Property Tax Code requires that the no-new-revenue tax rate and the voterapproval tax rate be submitted to the Board of Trustees. Recommendation is to formally accept these calculations.

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

#### 2024 Tax Rate Calculation Worksheet

School Districts without Chapter 313 Agreements

Fort Worth Independent School District School District's Name

7060 Camp Bowie Blvd, Fort Worth TX, 76116 School District's Address, City, State, ZIP Code



(817) 814-2000 Phone (area code and number)

https://www.fwisd.org/

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-newrevenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for school districts without Chapter 313 agreements only. School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet .

All other taxing units should use Comptroller Form 50-856 Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease

| Line | No-New-Revenue Tax Rate Worksheet  | Amount/Rate       |
|------|--|-------------------|
| 1.   | <b>Prior year total taxable value</b> . Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). <sup>1</sup> | \$51,950,025,833  |
| 2.   | <b>Prior year tax ceilings.</b> Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>2</sup>   | \$5,666,824,820   |
| 3.   | Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.  | \$46,283,201,013  |
| 4.   | Prior year total adopted tax rate.   | \$1.062400 /\$100 |
| 5.   | Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.   |                   |
|      | A. Original prior year ARB values:       \$7,316,125,110         B. Prior year values resulting from final court decisions:       -       \$6,333,233,828         C. Prior year value loss. Subtract B from A. <sup>3</sup> -       -  | \$982,891,282     |
| 6.   | Prior year taxable value subject to an appeal under Chapter 42, as of July 25.  A. Prior year ARB certified value:   |                   |
|      | C. Prior year undisputed value. Subtract B from A. <sup>4</sup>  | \$0               |
| 7.   | Prior year Chapter 42-related adjusted values. Add Line 5 and 6.   | \$982,891,282     |
| 8.   | Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.  | \$47,266,092,295  |
| 9.   | Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year. Enter the prior year value of property in deannexed territory. <sup>5</sup>  | \$0               |

Tex. Tax Code §26 012(14) <sup>2</sup> Tex. Tax Code §26.012(14)

Tex. Tax Code §26.012(13)

<sup>4</sup> Tex. Tax Code §26.012(13) <sup>5</sup> Tex. Tax Code §26.012(15)

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division

For additional copies, visit: comptroller.texas.gov/taxes/property-tax 50-859 · 1-24/11

| ine | No-New-Revenue Tax Rate Worksheet  | Amount/Rate     |  |  |
|-----|--|-----------------|--|--|
| 10. | Prior year taxable value lost because property first qualified for an exemption in the current year. If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.  |                 |  |  |
|     | A. Absolute exemptions. Use prior year market value:       \$1,303,772         B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value:       \$64,714,200  |                 |  |  |
|     | C. Value loss. Add A and B. <sup>6</sup>   | \$66,017,97     |  |  |
| 11. | Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year.   |                 |  |  |
|     | A. Prior year market value   |                 |  |  |
|     | B. Current year productivity or special appraised value  | s               |  |  |
|     | C. Value loss. Subtract B from A.  |                 |  |  |
| 12. | Total adjustments for lost value. Add Lines 9, 10C and 11C.  | \$66,017,97     |  |  |
| 13. | Adjusted prior year taxable value. Subtract Line 12 from Line 8.   | \$47,200,074,32 |  |  |
| 14. | Adjusted prior year total levy. Multiply Line 4 by Line 13 and divide by \$100.  | \$501,453,59    |  |  |
| 15. | <b>Taxes refunded for years preceding the prior year.</b> Enter the amount of taxes refunded by the district for tax years preceding the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. <sup>8</sup>  | \$16,304,82     |  |  |
|     | Adjusted prior year levy with refunds. Add Line 14 and Line 15. 9  |                 |  |  |
| 16. | Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the<br>amount of taxes the governing body dedicated to the junior college district in the prior year from the result.  | \$517,758,41    |  |  |
| 17. | Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. <sup>10</sup>   |                 |  |  |
|     | A. Certified values. <sup>11</sup>   |                 |  |  |
|     | <b>B. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy  |                 |  |  |
|     | storage system property. – <u>\$0</u>  |                 |  |  |
|     | C. Total current year value. Subtract B from A.  | \$54,824,789,48 |  |  |
| 18. | Total value of properties under protest or not included on certified appraisal roll. <sup>12</sup>   |                 |  |  |
|     | A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. <sup>13</sup>  |                 |  |  |
|     | B. Current year value of properties not under protest or included on certified<br>appraisal roll. The chief appraiser gives school districts a list of those taxable<br>properties that the chief appraiser knows about but are not included in the appraisal roll<br>certification. These properties are also not on the list of properties that are still under<br>protest. On this list of properties, the chief appraiser includes the market value,<br>appraised value and exemptions for the preceding year and a reasonable estimate of<br>the market value, appraised value and exemptions for the current year. Use the lower<br>market, appraised or taxable value (as appropriate). Enter the total value not on the roll.<br><sup>14</sup> + \$1,169,857,562 |                 |  |  |
|     | +1,100,001,002   |                 |  |  |

 <sup>6</sup> Tex. Tax Code §26.012(15)

 <sup>7</sup> Tex. Tax Code §26.012(15)

 <sup>8</sup> Tex. Tax Code §26.012(13)

 <sup>9</sup> Tex. Tax Code §26.012(13)

 <sup>10</sup> Tex. Tax Code §26.012(13)

 <sup>11</sup> Tex. Tax Code §26.012(13)

 <sup>11</sup> Tex. Tax Code §26.012(14)

 <sup>11</sup> Tex. Tax Code §26.01(2) and (2)

 <sup>11</sup> Tex. Tax Code §26.01(c)

 <sup>14</sup> Tex. Tax Code §26.01(c)

 <sup>16</sup> Tex. Tax Code §26.01(d)

 <sup>16</sup> Tex. Tax Code §26.012(6)(B)

| 2024 | Tax Rate Calculation Worksheet – School Districts  | Form 50-859       |
|------|--|-------------------|
| Line | No-New-Revenue Tax Rate Worksheet  | Amount/Rate       |
| 19.  | Current year tax ceilings. Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. <sup>15</sup>   | \$6,099,602,362   |
| 20.  | Current year total taxable value. Add Lines 17C and 18C. Subtract Line 19.   | \$51,415,253,337  |
| 21.  | Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include<br>both real and personal property. Enter the current year value of property in territory annexed by the school<br>district.  | \$0               |
| 22.  | Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement. | \$990,701,591     |
| 23.  | Total adjustments to the current year taxable value. Add lines 21 and 22.  | \$990,701,591     |
| 24.  | Adjusted current year taxable value. Subtract line 23 from line 20.  | \$50,424,551,746  |
| 25.  | Current year NNR tax rate. Divide line 16 by line 24 and multiply by \$100.  | \$1.026798 /\$100 |

#### SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. 18

1. Maximum Compressed Tax Rate (MCR): A district's maximum compressed tax rate is defined as the tax rate for the current tax year per \$100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment.<sup>15</sup>

2. Enrichment Tax Rate: <sup>20</sup> A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than \$0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. <sup>21</sup>

3. Debt Rate: The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. 22

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. <sup>23</sup> Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the declaration without conducting an efficiency audit. <sup>24</sup>

Districts should review information from TEA when calculating their voter-approval tax rate.

| Line | Voter-Approval Tax Rate Worksheet   |                  | Amount/Rate       |
|------|---|------------------|-------------------|
| 26.  | Current year maximum compressed tax rate (MCR). TEA will publish compression rates statewide property value growth. Enter the school districts' maximum compressed rate base TEA. <sup>25</sup> |                  | \$0.616900 /\$100 |
| 27.  | Current year enrichment tax rate. Enter the greater of A and B. <sup>26</sup>   |                  | \$0.170000 /\$100 |
|      | A. Enter the district's prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f)   | \$0.17000 /\$100 |                   |
|      | B. \$0.05 per \$100 of taxable value  | \$0.05000 /\$100 |                   |

16 [Reserved for expansion]

[Reserved for expansion]

<sup>18</sup> Tex. Tax Code §26.08(n) <sup>19</sup> Tex. Edu. Code §48.2551(a)(3)

<sup>20</sup> Tex. Edu. Code §46.255 ((a)(3) <sup>20</sup> Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032 <sup>21</sup> Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)

22 Tex. Edu. Code §45.0021(a)

23 Tex. Edu. Code §11.184(b)

24 Tex. Edu. Code §11.184(b-1)

<sup>25</sup> Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
 <sup>26</sup> Tex. Tax Code §26.08(n)(2)

27 Tex. Edu. Code §45.003(d)

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| Voter-Approval Tax Rate Worksheet   |   |
|---|---|
| Current year maintenance and operations (M&O) tax rate. Add Lines 26 and 27.  | Amount/Rate   |
|   | \$0.786900 /\$10  |
| Note: M&O tax rate may not exceed the sum of \$0.17 and the district's maximum compressed rate. <sup>27</sup>   | · · · · · · · · · · · · · · · · · · ·   |
| <ul> <li>btal current year debt to be paid with property tax revenue.</li> <li>ebt means the interest and principal that will be paid on debts that: <ol> <li>Are paid by property taxes;</li> <li>Are scheduled for payment over a period longer than one year; and</li> <li>are not classified in the school district's budget as M&amp;O expenses.</li> </ol> </li> </ul>  |   |
| shalf of this school district, if those debts meet the four conditions above. Include only<br>nounts that will be paid from property tax revenue. Do not include appraisal district budget<br>ayments. If the governing body of a taxing unit authorized or agreed to authorize a bond,<br>arrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021,  |   |
| ter debt amount:  | a   |
| B. Subtract unencumbered fund amount used to reduce total debt.       -       \$12,359,206         C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment       -       \$12,359,206         For example.       -       -       \$12,359,206         C. Subtract state aid received for paying principal and interest on debt for facilities allotment program.       -       \$14,445,956 | <br><u>B</u>  |
| D. Adjust debt: Subtract B and C from A.  | \$141,649,023   |
| Certified prior year excess debt collections. Enter the amount certified by the collector. 29   | \$0   |
| Adjusted current year debt. Subtract line 30 from line 29D.   | \$141,649,023   |
| <b>urrent year anticipated collection rate.</b> If the anticipated rate in A is lower than actual rates in B, C and D, enter e lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three sars, enter the rate from A. Note that the rate can be greater than 100%. <sup>30</sup>  |   |
| A. Enter the current year anticipated collection rate certified by the collector. <sup>31</sup> 100.00%<br>B. Enter the 2023 actual collection rate 99.34%  | -   |
| C. Enter the 2022 actual collection rate  | -   |
| D. Enter the 2021 actual collection rate  | -   |
|   | bal current year debt to be paid with property tax revenue.         abt means the interest and principal that will be paid on debts that:         (1) Are paid by property taxes;         (2) Are scheduled for payment over a period longer than one year; and         (4) Are not classified in the school district's budget as M&O expenses.         Debt includes contractual payments to other school districts that have incurred debt on thalf of this school district, if those debts meet the four conditions above. Include only nounts that will be paid from property tax revenue. Do not include appraisal district budget syments. If the governing body of a taxing unit authorized or agreed to authorize a bond, arrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, rify if it meets the amended definition of debt before including it here. <sup>28</sup> ther debt amount:       \$168,454,185         B. Subtract unencumbered fund amount used to reduce total debt.       -         C. Subtract state aid received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program.       -         D. Adjust debt: Subtract B and C from A.       -       \$14,445,956         Certified prior year excess debt collections. Enter the amount certified by the collector. <sup>29</sup> -         Adjusted current year debt. Subtract line 30 from line 29D.       -       -         urrent year anticipated collection rate. If the anticipated rate in A is lower than actual rates in B, C and D, enter to lowers trate from B, C and |

|     | 100.00%  | 100.00%           |
|-----|--|-------------------|
| 33. | Current year debt adjusted for collections. Divide Line 31 by Line 32.<br>Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result. | \$141,649,023     |
| 34. | Current year total taxable value. Enter the amount on Line 20 of the No-New-Revenue Tax Rate Worksheet.  | \$51,415,253,337  |
| 35. | Current year debt rate. Divide Line 33 by Line 34 and multiply by \$100.   | \$0.275500 /\$100 |
| 36. | Current year voter-approval tax rate. Add Lines 28 and 35.<br>If the school district received distributions from an equalization tax imposed under former Chapter 18, Education<br>Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35. <sup>32</sup>  | \$1.062400 /\$100 |

#### SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

 <sup>28</sup> Tex. Tax Code §26.012(7)
 <sup>29</sup> Tex. Tax Code §§26.012(10) and 26.04(b)
 <sup>30</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)
 <sup>31</sup> Tex. Tax Code §26.04(b)
 <sup>32</sup> Tex. Tax Code §26.08(g) <sup>33</sup> Tex. Tax Code §26.045(d) <sup>34</sup> Tex. Tax Code §26.045(i)

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| 2024 | Tax Rate Calculation Worksheet – School Districts   | Form 50-859       |
|------|---|-------------------|
| Line | Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet   | Amount/Rate       |
| 37.  | Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. <sup>33</sup> The school district shall provide its tax assessor with a copy of the letter. <sup>34</sup> | \$0               |
| 38.  | Current year total taxable value. Enter the amount on Line 20 of the No-New-Revenue Tax Rate Worksheet.   | \$0               |
| 39.  | Additional rate for pollution control. Divide line 37 by line 38 and multiply by \$100.   | \$0.000000 /\$100 |
| 40.  | Current year voter-approval tax rate, adjusted for pollution control. Add line 36 and line 39.  | N/A               |

#### SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. 35 As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

| Line | Prior Year Disaster Adjustment Worksheet  | Amount/Rate       |
|------|---|-------------------|
| 41.  | Prior year adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.   | \$0.000000 /\$100 |
| 42.  | Prior voter-approval tax rate. If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet. | \$0.000000 /\$100 |
| 43.  | Increase in the prior year tax rate due to disaster (disaster pennies). Subtract Line 42 from Line 41.  | \$0.000000 /\$100 |
| 44.  | Current year voter-approval tax rate, adjusted for prior year disaster. Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).                                 | N/A               |
|      |   |                   |

#### SECTION 5: Total Tax Rate

| Indicate the applicable total tax rates as calculated above.   |                   |
|--|-------------------|
| No-New-Revenue Tax Rate.   | \$1.026798 /\$100 |
| Enter the current year NNR tax rate from Line 25.  |                   |
|  |                   |
| Voter-Approval Tax Rate  | \$1.062400 /\$100 |
| As applicable, enter the current year voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: | 36                |
|  |                   |

#### SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code.

| print<br>here | Carmen Arrieta-Candelaria, CFO                 |
|---------------|--|
| sign<br>here  | Printed Name of School District Representative |
|               | Printed Name of School District Representative |

08/05/2024 Date

<sup>36</sup> Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d) <sup>36</sup> Tex. Tax Code §26.04(c)

For additional copies, visit: comptroller.texas.gov/taxes/property-tax

## ACTION AGENDA ITEM BOARD MEETING August 27, 2024

## TOPIC:APPROVE RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT<br/>AD VALOREM TAXES

#### **BACKGROUND:**

The Fort Worth ISD Board of Trustees adopted the District's 2024-25 budgets at the June 11, 2024 Board meeting. The adopted budgets were developed with preliminary tax rates before the Certified Taxable Values from Tarrant Appraisal District (TAD) and information needed to calculate 2024 tax rates were available. Based on the certified values received from the TAD, administration is recommending the Board adopt a Maintenance and Operations Tax Rate of \$0.7869 and an Interest and Sinking Tax Rate of \$0.2755 for a Total Tax Rate of \$1.0624.

A revised Notice of Public Meeting on the proposed tax rates was advertised on August 16, 2024. Section 26.05(a) of the Property Tax Code requires the governing body to adopt a resolution setting tax rates to fund adopted budgets. Section 26.05(b) states, "A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget."

This year's proposed tax rate EXCEEDS the rate to maintain same level of maintenance & operations revenue & pay debt service. The vote to adopt the tax rate must be a record vote and must have at least 60 percent of the members of the governing body vote in favor of the resolution. This applies to all members and is not restricted to just members that are present.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### ALTERNATIVES:

- 1. Approve Resolution Setting the 2024-25 Tax Rates of \$0.7869 for Maintenance and Operations and \$0.2755 for Interest and Sinking
- 2. Decline to Approve Resolution Setting the 2024-25 Tax Rates of \$0.7869 for Maintenance and Operations and \$0.2755 for Interest and Sinking
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Resolution Setting the 2024-25 Tax Rates of \$0.7869 for Maintenance and Operations and \$0.2755 for Interest and Sinking. The motion should read as follows:

*I move that the property tax rate be increased by the adoption of a tax rate of \$1.0624, which is effectively a 3.47 percent increase in the tax rate.* 

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost

COST:

No Cost

#### **VENDOR:**

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

#### **Purchasing Support Documents Needed:**

Not Applicable

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

All District Schools/Departments

#### RATIONALE:

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2024-25 adopted budgets for the general fund and the debt service fund.

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

## §26.05(b) of the Property Tax Code Worksheet for Determination of Steps Required for Adoption of Tax Rate Fort Worth Independent School District

#### **Comparison of Total Tax Rates** (Motion Language & Supermajority Requirement)

| \$1.026798 |
|------------|
| \$1.062400 |
| \$0.035602 |
| 3.47%      |
| \$1.047200 |
| \$0.015200 |
|            |

#### **M&O Tax Increase in Current Year** (*Resolution/Web Posting Language*)

| 7. Last year's taxable value adjuste for court-ordered reductions.<br>Enter Line 8 of the No-New-Revenue Tax Rate Worksheet | \$47,266,092,295 |
|---|------------------|
| 8. Last year's M&O tax rate   | \$0.790400       |
| 9. M&O taxes refunded for years preceding prior tax year.   | \$16,304,820     |
| 10. Last year's M&O tax levy.<br>Multiply Line 7 times Line 8 and divide by 100. Then add Line 9.                           | \$389,896,014    |
| 11. This year's total taxable value.<br>Enter Line 20 of the NNR Worksheet.   | \$51,415,253,337 |
| 12. This year's proposed M&O tax rate   | \$0.786900       |
| 13. This year's M&O tax levy.<br>Multiply Line 11 times Line 12 and divide by 100.  | \$404,586,629    |
| 14. M&O Tax Increase (Decrease)<br>Subtract Line 10 from Line 13.   | \$14,690,615     |

#### **Comparison of M&O Tax Rates** (*Resolution/Web Posting Language*)

| 15. M&O rate to maintain<br>M&O NNR = M&O rate to maintain per Property Tax Code §26.012(18)(B) | \$0.771700 |
|---|------------|
| 16. This year's M&O rate minus M&O rate to maintain.<br><i>Subtract Line 15 from Line 12</i> .  | \$0.015200 |
| 17. Percentage increase/decrease.<br>Divide Line 15 by Line 13.                                 | 1.97%      |

Source: MoakCasey, LLC

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## §26.05(b) of the Property Tax Code <u>Worksheet for Determination of</u> <u>Steps Required for Adoption of Tax Rate</u> Fort Worth Independent School District

#### Raised M&O Taxes on a \$100,000 Home (Resolution/Web Posting Language)

| 18. Taxable Value on a \$100,000 Home   | \$100,000 |
|---|-----------|
| 19. Levy using last year's tax rate.<br>Line 17 divided by 100 multiplied by Line 8.  | \$790.40  |
| 20. Levy using this year's tax rate.<br>Line 17 divided by 100 multiplied by Line 12. | \$786.90  |
| 21. This year's M&O tax increase on a \$100,000 home.                                 | (\$3.50)  |
| 22. Percentage increase/decrease.   | -0.44%    |

Source: MoakCasey, LLC

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#### A RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES:

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

On this date, we, the Board of Trustees of the Fort Worth Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2024 at a total tax rate of \$1.0624, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7869 for the purpose of maintenance and operations, and

\$0.2755 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

# THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

## THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.97 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY -\$3.50.

Adopted this 27th day of August, 2024, by the Board of Trustees of Fort Worth Independent School District.

APPROVED:

ATTEST:

**Dr. Camille Rodriguez, Board President** Board of Education Fort Worth Independent School District **Anael Luebanos, Board Secretary** Board of Education Fort Worth Independent School District

## ACTION AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC:</u>** APPROVE AN AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT (OPTION 3 AGREEMENT) AND DELEGATE CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT

#### **BACKGROUND:**

Pursuant to Texas Education Code (TEC), §§48.257 and 49.004, Texas Education Agency (TEA) notified the District on July 15, 2024, that the District's Tier Two local share described by TEC, §48.266(a)(5)(B), will exceed the amount described by TEC, §48.202(a-1)(2), for school year 2024-25. This determination is commonly known as "recapture".

As established in TEC, §48.269, determinations for districts subject to recapture are based on estimates of enrollment for school year 2024-25 and estimated property values for tax year 2024. Because TEA does not yet have final state certified property values for tax year 2024, the agency is using 2023 state certified property values increased by 2.87%, in accordance with the 2024-25 General Appropriations Act. This estimate will change when final values are established.

In accordance with TEA guidelines, the District is required to inform the TEA of the District's intent to select an option from the five available to reduce the district's revenue level under TEC, Chapter 49. The Superintendent has advised TEA that it will select Option 3, which is the purchase of average daily attendance credit as provided by Subchapter D. The Agreement for the Purchase of Attendance Credit is required to exercise this option. The delegation of authority to the superintendent is also required.

TEA requires the following specific board minute language to be adopted when the board approves this item. Any deviations of the language will not be approved which could result in a delay of the approval of the contract. This language should be reflected in the minutes:

"For the 2024–2025 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)."

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### ALTERNATIVES:

- 1. Approve an Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent
- 2. Decline to Approve an Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve an Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and Delegate Contractual Authority to the Superintendent

**FUNDING SOURCE:** <u>Additional Details</u>

General Fund State Revenues

COST:

TEA Estimated \$9.4 million

#### **VENDOR:**

N/A

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Management and Budget Department

#### RATIONALE:

State law requires the approval of this agreement and delegation of authority in order to comply with TEA guidelines related to recapture.

#### **INFORMATION SOURCE**:

Carmen Arrieta-Candelaria, Chief Financial Officer

## Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2024-25 (the "school year").

The agreement is for <u>Fort Worth Independent</u> School District ("the district"), with a county-district number of 220905 \_\_\_\_\_, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement under Chapter 48 will be recalculated. If the district's state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Date: 08/27/2024

Signature of President, Board of Trustees

|   | Date: | 08/27/2024 |
|---|-------|------------|
| Signature of Secretary, Board of Trustees |       |            |
|   |       |            |
|   |       |            |
|   |       |            |
| Signature of Superintendent               |       |            |
|   |       |            |
| Dr. Angelica Ramsey                       |       |            |
|   | Date: | 08/27/2024 |
| Typed Name of Superintendent              |       |            |
|   |       |            |
|   |       |            |
|   | Date: |            |

Signature of Commissioner of Education or Designee

## REPORT ONLY AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC:</u>** BOARD COMMITTEE REPORT

#### **BACKGROUND:**

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

| Finance                         | <u>Facilities</u>         |
|---------------------------------|---------------------------|
| Quinton Phillips*               | Dr. Camille Rodriguez*    |
| Tobi Jackson                    | Tobi Jackson              |
| Anael Luebanos                  | Kevin Lynch               |
| Dr. Michael Ryan                | Dr. Michael Ryan          |
|                                 |                           |
| Legislative                     | Racial Equity             |
| Camille Rodriguez               | Quinton Phillips*         |
|                                 | Wallace Bridges           |
| After-School Coordinating Board | Roxanne Martinez          |
| Roxanne Martinez*               |                           |
| Quinton Phillips                | Safety and Security       |
| Wallace Bridges                 | Dr. Camille Rodriguez*    |
|                                 | Tobi Jackson              |
| Board Audit                     | Roxanne Martinez          |
| Anne Darr*                      | Dr. Michael Ryan          |
| Anael Luebanos                  |                           |
| Kevin Lynch                     | Educational Services      |
|                                 | Anne Darr*                |
| Policy                          | Wallace Bridges           |
| Wallace Bridges*                | Anael Luebanos            |
| Quinton Phillips                | Roxanne Martinez          |
| Anne Darr                       |                           |
|                                 | * 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.

#### **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

#### **Policy Committee:**

The Policy Committee met on Tuesday, July 30, 2024. In attendance were Trustees Wallace Bridges (Chair), Quinton Phillips, and Anne Darr. Also present were Dr. Angelica Ramsey, Kellie Spencer, Dr. Karen Molinar, Toni Cordova, Ramesh Krishnamurthy, Sid Pounds, Cindy Hernandez, and Cynthia Calderon.

#### Key Highlights:

The committee discussed neighboring School District Cell Phone policy changes that are being implemented for the upcoming school year. A discussion also took place on Local Policies FDA and FDB on inter and intra district transfers. The meeting concluded with a discussion regarding Local Policy GKD on non-school use of school facilities.

The next Policy Committee Meeting is scheduled for September 5, 2024.

#### **Facilities Committee:**

The Facilities Committee met on Thursday, August 1, 2024. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, Kevin Lynch, and Dr. Michael Ryan. Also present were Dr. Angélica M Ramsey, Kellie Spencer, Dr. Karen Molinar, Carmen Arrieta-Candelaria, Toni Cordova, Carl Alfred, Mike Naughton, and Vanessa Chavarria.

The Facilities Committee reconvened at a follow-up meeting on Wednesday, August 7, 2024. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, Kevin Lynch, and Dr. Michael Ryan. Also present were Kellie Spencer, Dr. Karen Molinar, Carmen Arrieta-Candelaria, Toni Cordova, Carl Alfred, Mike Naughton, and Vanessa Chavarria.

#### Key Highlights:

On Tuesday, June 25, 2024, Trustees elected to remove construction items from the agenda for campuses previously being considered for consolidation. Members of the Board Facilities Committee convened to discuss these consolidation opportunities on both August 1 and 7, 2024.

During the meetings, Trustees considered the Facility Master Plan study data presented during the July Regular Board Meeting and provided continued direction for moving forward with potential consolidations. Trustees indicated that the consolidation opportunity for McLean 6<sup>th</sup> Grade and McLean Middle School is to be presented for a vote at the Board Meeting on Tuesday, August 27, 2024. Opportunities for consolidation within the Polytechnic and North Side pyramids will be revisited in the month of September.

The next Facilities Committee meeting will be held on Tuesday, September 3, 2024.

#### **INFORMATION SOURCES:**

Dr. Angélica M. Ramsey, Superintendent Toni Cordova, Chief of Governance and Strategic Communications Kellie Spencer, Deputy Superintendent of Operations

## REPORT ONLY AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC:</u>** SUPERINTENDENT UPDATE

#### **BACKGROUND:**

I have several updates this month to share with our Board and community, including this report to add a level of transparency.

#### **STRATEGIC GOAL:**

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

#### **District/Community Events**

Since our last board meeting, I've actively participated in several impactful events:

- 1. **Keynote FWISD Leadership Summit** I had the pleasure of serving as the keynote speaker at this year's FWISD Leadership Summit. During this event, I addressed all principals and assistant principals, sharing our strategic plan and goals for a successful 2024-2025 school year.
- 2. President's Advisory Commission on Advancing Educational Equity, Excellence and Economic Opportunity for Hispanics – I recently attended a virtual meeting that highlighted exciting updates related to the White House's announcements regarding the new White House Initiative and President's Board of Advisors on Hispanic Serving Institutions, as well as discussions on college access and affordability.
- 3. **Texas PTA Superintendent Meeting** I attended this year's Texas PTA meeting for superintendents, where the focus was on identifying and prioritizing legislative priorities.
- 4. New Teacher Orientation I had the privilege of attending and speaking at our 2024 New Teacher Orientation. It was a wonderful opportunity to welcome all our new teachers to FWISD.
- 5. **Parent Shield** We held our monthly meeting with the members of Parent Shield to provide them with information and assistance.
- 6. North Texas Lead I attended this month's North Texas Lead meeting.
- 7. Tarrant County Back to School Roundup I was invited to attend and spoke at this year's Tarrant County Back to School Roundup. This is always a wonderful event to welcome back all students of Tarrant County.
- 8. Keynote TCU College Advising Corps. I had the honor of being asked to be the keynote at this year's TCU College Advising Corps Annual Partner Breakfast.
- 9. Convocation 2024 We held FWISD's first Convocation in many years. It was a wonderful event.
- 10. TSA Meeting I attended the Texas School Alliance meeting in Dallas.
- 11. LAN Welcome Back Event I was invited to speak at the LAN Welcome Back Event, and their enthusiasm was truly contagious. It was a fantastic way to kick off the new year.

- 12. **Potter House Event** I was invited to speak at this wonderful event at our TLC. Their back-to-school event is so important in supporting over 500 students and families across the DFW metroplex. They foster a spirit of collaboration, ensuring that students are well-equipped and ready for a successful academic year.
- 13. **FWISD Back to School Event** I attended the back-to-school event at La Gran Plaza, which provided a wonderful opportunity for families and students.
- 14. NTX 2050 Education & Workforce I attended the NTX 2050 Education and Workforce meeting in Irving.
- 15. Keynote Plant Fort Worth I was honored to be invited as the keynote speaker at this year's Plant Fort Worth event.
- 16. AASA Urban Summit I was invited to be part of a panel at this year's AASA Urban Summit. The Summit aims to bring together educational leaders to discuss and address the pressing challenges and opportunities facing our urban school districts..

These engagements reflect our commitment to fostering strong community relationships and ensuring the success of our students and schools within FWISD.

#### **INFORMATION SOURCE:**

Dr. Angélica M. Ramsey, Superintendent

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC</u>**: APPROVE BOARD OF EDUCATION MEETING MINUTES

#### **BACKGROUND**:

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

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

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

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

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

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Board of Education Meeting Minutes

#### **FUNDING SOURCE**

#### Additional Details

No Cost

Not Applicable

## COST:

None

### **VENDOR:**

Not Applicable

#### **PURCHASING MECHANISM**

Not a Purchase

## Purchasing Support Documents Needed:

Not Applicable

## PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

#### RATIONALE:

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

#### **INFORMATION SOURCE:**

Toni Cordova, Chief of Governance and Strategic Communications

#### MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on June 25, 2024.

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 June 25, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, 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 June 21, 2024 at 08:00 a.m.

/s/ Cynthia Calderon Coordinator Board of Education

#### **RETURN OF THE MEETING JUNE 25, 2024**

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 21, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on June 21, 2024.

/s/ Cynthia Calderon Coordinator Board of Education

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1 First Vice President Anne Darr, District 6 Second Vice President Roxanne Martinez, District 9 \*arrived at 5:37 p.m. School Board Secretary Anael Luebanos, District 8 \*arrived at 5:37 p.m. Trustee Tobi Jackson, District 2 \*arrived at 5:37 p.m. Trustee Wallace Bridges, District 4 Trustee Kevin Lynch, District 5 Trustee Dr. Michael Ryan, District 7

The following Staff Members were present:

Dr. Angélica M. Ramsey, Superintendent Dr. Karen Molinar, Deputy Superintendent Kellie Spencer, Deputy Superintendent Toni Cordova, Chief of Governance and Strategic Communications Carmen Arrieta-Candelaria, Chief Financial Officer Woodrow Bailey III, Chief Talent Officer Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2 Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3 Ramesh Krishnamurthy, Chief Technology Officer

#### 1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM

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

#### 2. PLEDGES, VISION, AND MISSION

Cesar Padilla, Coordinator of Communications, led the pledges, vision and mission statements.

#### 3. <u>PUBLIC COMMENT</u>

Speakers:

- Jamere Thomas
- Destiny Alvarez
- Randy Jordan
- Mark Fulmer

- Bob Willoughby
- Caroline James
- Roseann Clark
- Anne Navarrette
- Joshua Moore
- Rosalie Escobedo
- Wanda McKinney
- Amanda Inay
- Sabrina Ball
- Reed Bilz
- Doreen Geiger
- Melanie Watson
- Trenace Dorsey-Hollins
- Ashley Tolliver
- Charles Bilz
- Amie Super
- Donna Collins
- Meredith Bowman
- Melinda Akowski
- Gale Smith
- Conner Weller
- Katie Leadbetter
- Mia Navarrette

#### 4. PRESENTATIONS

#### 4.A. End of the Year Academic Achievements

Dr. Angélica M. Ramsey, Superintendent of Schools, gave *the End of Year Academic Achievements* presentation.

#### 5. BOARD COMMITTEE REPORT

No questions or comments were made.

#### 6. <u>SUPERINTENDENT REPORT</u>

Anne Darr gave a comment and asked a question.

Dr. Angélica M. Ramsey, Superintendent of Schools, gave a response regarding Anne Darr's question.

#### 7. <u>COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT</u> <u>ACTIVITIES AND ANNOUNCEMENTS</u>

Anne Darr made comments.

Dr. Camille Rodriguez made comments.

Dr. Angélica M. Ramsey, Superintendent of Schools, read the Proclamation for Mr. Robert Hughes.

68 The meeting was recessed to move into Executive Session at 7:16 p.m.

#### 8. <u>EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas</u> <u>Government Code Chapter §551.</u>

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

8.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)

8.B.1 Executive Director of Maintenance Services

8.B.2. Deputy Superintendent of Learning and Leading

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

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

The meeting was reconvened at 8:37 p.m.

- 9. <u>CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent</u> -<u>Agenda" means that all items ap pearing herein are adopted by one single motion, unless a</u> member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)
  - 9.A. Board of Education Meeting Minutes

9.A.1. May 14, 2024 Minutes

9.A.2. May 28, 2024 Minutes

9.B. Governance and Strategic Communications, Toni Cordova, Chief

9.B.1. Approve Ratification of Rental Audio and Visual Equipment and Services for the 2023-2024 High School Graduations at Texas Christian University and Wilkerson Greines

9.C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

9.C.1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

9.C.1.a. Amend THRIVE North Texas Agreement for OD Wyatt's Resiliency Skills Program and Grocery Store

9.C.1.b. Approve Final Budget Amendment for Fiscal Year 2023-2024

9.C. 2. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

9.C.2.a. Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services Boschool-Aged Resettled Refugee Students

9.C.2.b. Approve Memorandum of Understanding with Art of Living, Inc.

9.C.2.c. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers

9.C.2.d. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial- Service Providers for the 2024-2025 School Year

9.C.2.e. Approve the Purchase of the School Choice Module for the 2024-25 School Year

9.C.2. f. Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School

9.D. Learning and Leading Service Networks

9.D.1. Service Network #2, Charles Garcia, Associate Superintendent

9.D.1.a. Approve 2024 Texas Success Initiative Assessment 2.0 Testing Units

9.D.1.b. Approve Purchase of AP Science Instructional Materials

9.D.1.c. Approve Purchase of a 3-Year District Subscription for Digital Teaching and Assessment Software

9.D.1.d. Approve Purchase of State Adopted Mathematics Instructional Materials

9.D.2. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent

9.D.2.a. Approve Memorandum of Understanding Between Fort Worth Independent School District and The Center for Transforming Lives

9.D.2.b. Approve Memorandum of Understanding Between Fort Worth Independent School District and Lisa's Little Angels Learning Center

9.D.2.c. Approve Memorandum of Understanding Between Fort Worth Independent School District and YMCA of Metropolitan Fort Worth

9.D.2.d. Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program

9.D.2.e. Approve Purchase of State Adopted Instructional Materials for the Pre-Kindergarten Program

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

9.D.3.a. Approve Agreement Between Fort Worth Independent School District and Child Care Associates for Child Care Services for the 2024-2025 School Year

9.D.3.b. Approve Purchase for New Early Childhood Special Education Classroom Furniture

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9.D.3.c. Approve Purchase of Instructional Training for Dyslexia Teachers to Ensure Instructional Alignment Across the District 9.D.3.d. Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students

9.D.3.e. Approve Payment of MTSS (Multi-Tiered System of Supports) Online Documentation Platform

9.D.3. f. Approve Contract to Provide Mentorship/Programming for FWISD Girls on Social Skills, Mental Health Support, and College and Career Readiness

9.D.3. g. Approve One-Year Renewal with Provider for Student Progress Platform for Academic Management Services

9.D.3. h. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center for the Term of One Year, Ending with the 2024-2025 School Year

9.D.3. i. Approve Memorandum of Understanding to Purchase Continuation of Training for Dyslexia Teachers (Year 2)

9.D.3. j. Approve Memorandum of Understanding for Children Participating in Preschool Programs

9.D.3. k. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Tarrant County Juvenile Justice Alternative Education Program for the 2024-2025 School Year

9.D.3.1. Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus

9.D.3.m. Approve Memorandum of Understanding (MOU) Between Cook Children's Medical Center and Fort Worth Independent School District

9.E. Operations, Kellie Spencer, Deputy Superintendent

9.E.1. Technology, Ramesh Krishnamurthy, Chief Information Officer

9.E.1.a. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities

9.E.1.b. Approve Wireless Cellular Voice, Data and Hotspot Services and Equipment for the 2024-2025 School Year

9.E.1.c. Approve Renewal of Annual Maintenance and Support Services for the Student Information System

9.E.1.d. Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for 2024-2025 School Year

9.E.1.e. Approve Renewal of Identity Management and Single Sign on Portal

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9.E.1.f. Approve Renewal of Unified Communications Session Management and Long Distance Services for the 2024-2025 School Year

9.E.1.g. Approve Ratification for Renewal of Help Desk Call Center Software

9.E.1.h. Approve Ratification for Renewal of Disaster Recovery Managed Services

9.E.1.i. Approve Ratification Purchase of Renewal Licenses for Wi-Fi Routers for the School Bus Wi-Fi Program and Backup Routers

9.E.1.j. Approve Ratification of Renewal of Microsoft Enrollment for Education Solutions (EES) Program

9.E.2. Operations, Carl Alfred, Senior Officer Operations

9.E.2.a. Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service

9.E.2.b. Approve Rental of Custodial Supplies

9.E.2.c. Approve Cell Service Contract for Use with Global Positioning Systems for District Buses and Vehicles

9.E.2.d. Approve Ratification to Pay (HVAC) Heating, Ventilation, and Air Conditioning Rentals

9.E.2.e. Approve Ratification of (HVAC) Heating, Ventilation, and Air Conditioning Repairs at Wilkerson Greines Activity Center

9.E.2.f. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School

9.E.2.g. Approve Gas Line Testing Services and Repairs for Campuses

9.E.2.h. Approve Fire Alarm System Replacement at Sagamore Hill Elementary and Worth Heights Elementary

9.E.3. Child Nutrition, Pamela Watson, Executive Director

9.E.3.a. Approve Software Maintenance Services Used by the Child Nutrition Services Department

9.E.4. Facility Planning and Rental, Mike Naughton, Executive Director

9.E.4.a. Approve Authorization to Negotiate and Enter into Various Joint Use Agreements Between the Fort Worth Independent School District and the City of Fort Worth for the Use of Multiple City and District-Owned Properties

9.E.4.b. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp

9.E.5. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

72

9.E.5.a. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for McLean Middle School Renovations in

Conjunction with the 2021 Capital Improvement Program

9.E.5.b. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for the Pre-Construction Services for McLean 6th Grade Center Renovations in Conjunction with the 2021 Capital Improvement Plan

9.E.5. c. Approve the Closeout of the Contract with SDB Contracting Services, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

Trustee Dr. Michael Ryan requested to pull consent agenda items 9.D.3.f., 9.E.5.a., and 9.E.5.b.

Trustee Anne Darr abstained from agenda item 9.D.3.j.

Trustee Kevin Lynch requested to pull consent items 9.C.2.a. – 9.C.2.f.

Motion was made by Trustee Tobi Jackson, seconded by Trustee Dr. Michael Ryan, to approve and accept Consent Agenda items excluding 9.D.3.f., 9.E.5.a., 9.E.5.b., 9.C.2.a., 9.C.2.b., 9.C.2.c., 9.C.2.d., 9.C.2.e., and 9.C.2.f.

The motion was unanimously approved 8-0.

#### 10. ACTION ITEMS

10.A Item/Items Removed from Consent Agenda

Agenda Item 9.C.2.a. Approve Memorandum of Understanding to Provide Educational and Counseling-Related Services to School-Aged Resettled Refugee Students

Motion was made by Trustee Anne Darr, seconded by Trustee Anael Luebanos.

The motion was unanimously approved 8-0.

Agenda Item 9.C.2.b. Approve Memorandum of Understanding with Art of Living, Inc.

Motion was made by Trustee Anne Darr, seconded by Trustee Kevin Lynch.

Before action was taken Trustee Dr. Michael Ryan had a question.

Trustee Tobi Jackson abstained from voting on Agenda Item 9.C.2.b. Approve Memorandum of Understanding with Art of Living, Inc.

The motion was approved 7-0 with Trustee Tobi Jackson abstaining.

Agenda Item 9.C.2.c. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers

Motion was made by Trustee Anne Darr, seconded by Trustee Tobi Jackson.

The motion was unanimously approved 8-0.

Agenda Item 9.C.2.d. Approve Authorization for Fort Worth After School (FWAS) to EnterRequisitionsfor Provision of Partial-Service Providers for the 2074-2025 School YearRequisitions

Motion was made by Trustee Anne Darr, seconded by Trustee Roxanne Martinez.

Before action was taken, Trustee Kevin Lynch made an alternate motion to *Approve Authorization for* Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year, excluding Girls Inc. from the providers list.

Vote was taken on new main motion.

Motion was made by Trustee Kevin Lynch, seconded by Trustee Dr. Michael Ryan.

New main motion failed 2-6.

Yes: Kevin Lynch and Dr. Michael Ryan

No: Roxanne Martinez, Tobi Jackson, Dr. Camille Rodriguez, Anne Darr, Anael Luebanos, and Wallace Bridges

The original motion was presented by Dr. Camille Rodriguez, *Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2024-2025 School Year.* 

Motion was made by Trustee Anne Darr, seconded by Trustee Roxanne Martinez.

The motion was approved 6-1 with Trustee Tobi Jackson abstaining.

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

No: Kevin Lynch

Abstain: Tobi Jackson

Agenda Item 9.C.2.e. Approve the Purchase of the School Choice Module for the 2024-25 School Year

Motion was made by Trustee Dr. Michael Ryan, seconded by Trustee Tobi Jackson.

The motion was unanimously approved 8-0.

Agenda Item 9.C.2.f. Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School

Motion was made by Trustee Dr. Camille Rodriguez, seconded by Trustee Wallace Bridges.

The motion was approved 7-0 with Trustee Tobi Jackson abstaining.

Agenda Item 9.D.3.f. Approve Contract to Provide Mentorship/Programming for FWISD Girls on Social Skills, Mental Health Support, and College and Career Readiness

Motion was made by Trustee Anne Darr, seconded by Trustee Roxanne Martinez.

Before action was taken, Trustee Dr. Michael Ryan made a comment.

Before action was taken, Trustee Roxanne Martinez made a comment.

The motion was approved 7-1.

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

No: Kevin Lynch

Agenda Item 9.E.5.a. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for McLean Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Trustee Anne Darr, seconded by Trustee Anael Luebanos.

Before action was taken, Trustee Dr. Michael Ryan made an alternate motion to table Agenda Item 9.E.5.a. *Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for McLean Middle School Renovations in Conjunction with the 2021 Capital Improvement Program* 

Vote was taken on new alternate motion.

Motion was made by Trustee Dr. Michael Ryan, seconded by Trustee Kevin Lynch.

New motion was approved 6-2.

Yes: Kevin Lynch, Anael Luebanos, Dr. Camille Rodriguez, Tobi Jackson, Roxanne Martinez and Dr. Michael Ryan.

No: Wallace Bridges, Anne Darr

New Agenda Item *To Table Agenda* Item 9.E.5.*a. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for McLean Middle School Renovations in Conjunction with the 2021 Capital Improvement Program* 

Motion was approved 6-2.

Yes: Kevin Lynch, Anael Luebanos, Dr. Camille Rodriguez, Tobi Jackson, Roxanne Martinez and Dr. Michael Ryan

No: Wallace Bridges, Anne Darr

Agenda Item 9.E.5.a. was tabled by the Board.

Agenda Item 9.E.5.b. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for the Pre-Construction Services for McLean 6th Grade Center Renovations in Conjunction with the 2021 Capital Improvement Plan

Before action was taken, Trustee Dr. Michael Ryan moved to table Agenda Item 9.E.5.b. *Approve Authorization to Enter into a Contract with a Construction Manager At Risk for the Pre-Construction Services for McLean 6th Grade Center Renovations in Conjunction with the 2021 Capital Improvement Plan* 

Motion to table agenda item 9.E.5.b. was made by Dr. Michael Ryan, seconded by Trustee Tobi Jackson

Motion was approved 6-2.

Yes: Kevin Lynch, Anael Luebanos, Dr. Camille Rodriguez, Tobi Jackson, Roxanne Martinez, and Dr. Michael Ryan

No: Wallace Bridges, Anne Darr

Agenda Item 9.E.5.b. was tabled by the Board.

10.B Personnel

10.B.1. Executive Director of Maintenance Services

Motion was made by Tobi Jackson, seconded by Roxanne Martinez

The motion was unanimously approved 8-0.

Dr. Angélica Ramsey introduced the new Executive Director of Maintenance Services, David Guerra.

10.B.2. Deputy Superintendent of Learning and Leading

Motion was made by Anne Darr, seconded by Wallace Bridges

The motion was unanimously approved 8-0.

Dr. Angélica Ramsey introduced the new Deputy of Learning and Leading, Mohammed Choudhury.

10.C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

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

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

No action was taken.

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

No action was taken.

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

No action was taken.

10.C.1.d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certificate Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

10.C.2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

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10.C.2.<u>a.</u> Approve Resolution Between Fort Worth Independent School District and <u>TASB</u> Energy Cooperative

Motion was made by Dr. Camille Rodriguez, seconded by Wallace Bridges.

The motion was approved unanimously 8-0.

10.C.2.b. <u>Approve the Purchase of Property, Boiler and Machinery, Terrorism</u> (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and <u>UIL Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay</u> <u>Deductibles</u>

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

Before action was taken, Kevin Lynch had a question.

The motion was approved unanimously 8-0.

10.C.3. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

10.C.3.<u>a. Approval of the 2024-2025 Budget for the Leadership Academy Network/</u> <u>Texas Wesleyan University Management Team</u>

Motion was made by Tobi Jackson, seconded by Anael Luebanos.

Before action was taken, Kevin Lynch made an alternate motion to table Agenda Item Approval of the 2024-2025 Budget for the Leadership Academy Network/ Texas Wesleyan University Management Team

The alternate motion was made by Kevin Lynch, seconded by Dr. Michael Ryan.

Before action was taken, Tobi Jackson asked a question.

Vote was taken on new alternate motion.

New alternate motion failed 7-1.

Yes: Kevin Lynch

No: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Roxanne Martinez, Tobi Jackson, and Wallace Bridge

Vote was taken on original motion for Agenda Item Approval of the 2024-2025 Budget for the Leadership Academy Network/ Texas Wesleyan University Management Team

Before motion was made Tobi Jackson made a comment.

Before motion was made Kevin Lynch made a comment.

Original motion was approved 6-2.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Roxanne Martinez, Tobi Jackson and Wallace Bridges.77

No: Dr. Michael Ryan and Kevin Lynch

10.C.3. <u>b. Approve Authorization for Fort Worth After School (FWAS)</u> to Enter Requisitions for Provision of Full-Service Providers for the 2024-2025 School Year

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

The motion was approved 7-0 with Trustee Tobi Jackson abstaining.

10.D. Learning and Leading Service Networks

10.D.1 Service Network #4, Dr. Tamekia Brown, Associate Superintendent

10.D.1. <u>a. Approve Authorization to Negotiate and Award Contracts for Professional</u> <u>Consulting Services to Support Instructional Excellence and Leadership</u>

Motion was made Anael Luebanos, seconded by Wallace Bridges.

Before action was take Anne Darr had a question.

The motion was unanimously approved 8-0.

10.D.1. <u>b. Approve Contract Renewal for Contracted Student Support Services</u>, <u>Case Management</u>, and Wraparound Services for the 2024-2025 School Year

Motion was made by Wallace Bridges, seconded by Tobi Jackson.

The motion was unanimously approved 8-0.

10.E. Operations, Kellie Spencer, Deputy Superintendent

10.E.1. Operations, Carl Alfred, Senior Officer Operations

10.E.1. <u>a. Approve Lawn Mowing Services for Campuses and Non-Instructional Facilities</u>

Motion was made by Dr. Michael Ryan, seconded by Kevin Lynch.

The motion was unanimously approved 8-0.

10.E.1.<u>b. Approve Purchase of Warehouse Supplies</u>

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

The motion was unanimously approved 8-0.

10.E.1.c. Approve Purchase of Operations Parts, Supplies, Equipment, and Contracted Services

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

The motion was unanimously approved 8-0.

10.E.1.d. Approve LED Lighting Conversion for High Schools

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

Before action was taken, Tobi Jackson had a question.

The motion was unanimously approved 8-0.

10.E.2. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

10.E.2.<u>a.</u> Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Applied Learning Academy Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Wallace Bridges.

The motion was approved 6-2.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Roxanne Martinez, and Wallace Bridges.

No: Dr. Michael Ryan and Tobi Jackson

10.E.2.<u>b.</u> Approve Authorization to <u>Negotiate with a Construction Manager At Risk for</u> <u>a GMP Amendment(s) for Construction Services for Monnig Middle School in</u> <u>Conjunction with the 2021 Capital Improvement Program</u>

Motion was made by Dr. Camille Rodriguez, seconded by Wallace Bridges.

The motion was approved 6-2.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Kevin Lynch, Roxanne Martinez, and Wallace Bridges.

No: Dr. Michael Ryan and Tobi Jackson

10.E.3. Athletics, Jimmy Calderon, Executive Director

10.E.3.a. Approve Purchase of Athletics Uniforms, Supplies, Equipment, and Contracted Services

Motion was made by Tobi Jackson, seconded by Anne Darr.

The motion was unanimously approved 8-0.

10.E.4. Transportation, Myron Wilson, Executive Director

10.E.4.a. Approve Purchase of Fleet Parts, Supplies, and Contracted Services

Motion was made by Dr. Michael Ryan, seconded by Tobi Jackson.

The motion was unanimously **ap**proved 8-0.

# 10.F. Approve Waiver of Provision of Board Policy CW (LOCAL) Related to the Naming or Renaming of District Facilities

No action was taken.

#### 11. ADJOURN (OTHER)

The meeting was adjourned at 9:25 p.m.

/s/ Cynthia Calderon Board of Education

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

#### MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on July 16, 2024.

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

#### MEETING NOTICE FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 16, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on July 11, 2024 at 03:00 p.m.

/s/ Cynthia Calderon Coordinator Board of Education

#### RETURN OF THE MEETING JULY 16, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 11, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on July 11, 2024.

/s/ Cynthia Calderon Coordinator Board of Education

<u>The following Board Members were present:</u> School Board President Dr. Camille Rodriguez, District 1 First Vice President Anne Darr, District 6 Second Vice President Roxanne Martinez, District 9 School Board Secretary Anael Luebanos, District 8 Trustee Tobi Jackson, District 2 Trustee Quinton Phillips, District 3 Trustee Wallace Bridges, District 4 Trustee Kevin Lynch, District 5 Trustee Dr. Michael Ryan, District 7

<u>The following Staff Members were present:</u> Dr. Angélica M. Ramsey, Superintendent Toni Cordova, Chief of Governance and Strategic Communications

#### 1. <u>5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM</u>

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

- 2. <u>PUBLIC COMMENT</u>
  - 1. Amanda Inay
  - 2. Dr. Michael Bell
  - 3. Mike Cee
  - 4. Estella Williams
  - 5. Amie Super
  - 6. Janie Ginn

The meeting was recessed to move to Executive Session at 5:51 p.m.

# 3. <u>EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.</u>

- 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)
  - 1. Superintendent's Evaluation/Contract
- C. Security Implementation (Texas Government §551.076)
- D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 10:40 p.m.

#### 4. <u>ACTION ITEMS</u>

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

Motion was made by Tobi Jackson to move to approve the Superintendents Evaluation and contract as discussed in closed session, seconded by Dr. Camille Rodriguez.

The motion was approved 5-4.

- Yes: Roxanne Martinez, Anael Luebanos, Quinton Phillips, Kevin Lynch, and Tobi Jackson.
- No: Dr. Camille Rodriguez, Anne Darr, Wallace Bridges, and Dr. Michael Ryan.

#### 5. <u>ADJOURN</u>

The meeting was adjourned at 10:41 p.m.

/s/ Cynthia Calderon Coordinator Board of Education

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

#### MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on July 23, 2024.

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

#### MEETING NOTICE FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on July 23, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 5:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on July 18, 2024 at 5:00 p.m.

/s/ Cynthia Calderon Coordinator Board of Education

#### RETURN OF THE MEETING JULY 23, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 18, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on July 18, 2024.

/s/ Cynthia Calderon Coordinator Board of Education

<u>The following Board Members were present:</u> School Board President Dr. Camille Rodriguez, District 1 Second Vice President Roxanne Martinez, District 9 School Board Secretary Anael Luebanos, District 8 \*Arrived at 5:33 p.m. Trustee Tobi Jackson, District 2 \*Arrived at 5:33 p.m. Trustee Quinton Phillips, District 3 Trustee Wallace Bridges, District 4 Trustee Dr. Michael Ryan, District 7

The following administrators were present: Dr. Angélica M. Ramsey, Superintendent Dr. Karen Molinar, Deputy Superintendent Kellie Spencer, Deputy Superintendent Toni Cordova, Chief of Governance and Strategic Communications Carmen Arrieta-Candelaria, Chief Financial Officer Ramesh Krishnamurthy, Chief Technology Officer Woodrow Bailey, Chief Talent Officer Dr. Charles Garcia, Associate Superintendent Dr. Gracie Guerrero, Associate Superintendent Dr. Tamekia Brown, Associate Superintendent Lynda Jackson, General Counsel

#### 1. <u>5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM</u>

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

#### 2. PLEDGES, VISION, AND MISSION

Jessica Becerra, Communications Coordinator, led the pledges, vision and mission.

#### 3. <u>PUBLIC COMMENT</u>

Speakers: Bob Willoughby Randy Jordan Carolyn James Amanda Inay Reed Bilz Linda Miller KP Tatum Hollie Plemons Michael Bell Amie Super Steven Poole Charles Bilz

#### 4. PRESENTATIONS

4.a. Fort Worth ISD Strategic Plan 2024-2029 Presentation Presenter: Dr. Karen Molinar, Deputy Superintendent, Administrative Services

Deputy Superintendent, Dr. Karen Molinar, gave the Fort Worth ISD Strategic Plan 2024-2029 Presentation.

4.b. <u>Master Facility Planning Study - Middle School Update</u> <u>Presenter: Kellie Spencer, Deputy</u> <u>Superintendent, District Operations</u>

Tracy Richter, Vice President of Planning services at HPM, gave a presentation on the *Master Facility Planning Study-Middle School Update* 

#### 5. <u>REPORTS</u>

5.a. <u>Public Notice of Federal Grant Applications Submitted between April 1, 2024 and June 30, 2024</u>
 Presenter: Carmen Arrieta-Candelaria, Chief Financial Officer

No questions or comments were made.

#### 6. <u>BOARD COMMITTEE REPORT</u>

No questions or comments were made.

7. <u>SUPERINTENDENT REPORT</u>

No questions or comments were made.

#### 8. <u>COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT</u> <u>DISTRICT ACTIVITIES AND ANNOUNCEMENTS</u>

Trustees made comments.

The meeting was recessed to move into Executive Session at 8:21 p.m.

9. <u>EXECUTIVE SESSION The Board will convene in closed session as authorized by</u> the Texas Government Code Chapter §551.

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

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

- 9.B.1. Executive Director of Learning and Leading
- 9.C. Security Implementation (Texas Government Code §551.076)
- 9.D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 9:07 p.m.

- 10. <u>CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the</u> <u>"Consent Agenda" means that all items appearing herein are adopted by one single</u> <u>motion, unless a member of the Board requests that such item be removed from the</u> <u>"Consent Agenda" and voted upon separately.)</u>
  - 10.A. Board of Education Meeting Minutes

10.A.1. June 11, 2024 Minutes

10.B. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

- 10.B.1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer 10.B.1.a. Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2024-2025 School Year
- 10.B.2. Talent Management, Woodrow Bailey III, Chief Talent Officer

10.B.2.a. Approve Agreement Between Fort Worth ISD and Texas Tech University For the Principal Fellows Program

10.B.3. Safety and Security, Daniel Garcia, Executive Director

10.B.3.a. Approve Purchase of Physical Security Equipment, Licensing, and Services10.B.3.b. Approve Ratification of Security Patrol Service Provider for

District Campuses and Administrative Facilities

10.B.4. Accountability and Data Quality, Dr. Karen Molinar, Deputy Superintendent

10.B.4.a. Approve Purchase of Online Assessment Item Bank10.B.4.b. Approve Purchase of Assessment Coordination Software10.B.4.c. Approve Renewal of Eduphoria Strive and Aware, and RelatedServices

10.B.5. Leadership Academy Networks, Dr. Karen Molinar, Deputy Superintendent

10.B.5.a. Approve Purchase of Online Learning Resources and Professional Development for Leadership Academy Network Schools for the 2024-2025 School Year

10.B.6. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

10.B.6.a. Approve the Contract for a Data Governance Platform with K12 Service Navigator

10.C. Learning and Leading Service Networks

10.C.1. Service Network #2, Charles Garcia, Associate Superintendent

10.C.1. a. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
10.C.1. b. Approve Purchase of Cybersecurity Curriculum
10.C.1. c. Approve Purchase of Music Software Subscriptions
10.C.1.d. Approve Purchase of Music Instructional Materials
10.C.1. e. Approve Purchase of Art Instructional Materials and **Professional Learning** 

10.C.1. f. Approve Software System to Create, Monitor, and Evaluate Campus Improvement Plans and District Improvement Plans 10.C.1.g. Approve the Agreement Between the AVID Center and Fort Worth Independent School District for the 2024-2025 School Year 10.C.1.h. Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Related to Data Sharing

10.C.1.i. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College for Traditional Dual Credit Programs

10.C1.j. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources

10.C1.k. Approve Renewal Agreement Addendum to the MOU Between FWISD and Service Provider for the P-TECH Academy at Eastern Hills High School

10.C.2. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent

10.C.2.a. Approve Renewal for the Purchase of the Curriculum Support Services Package TEKS Resource Subscription Through Region 11 for the 2024-2025 School Year

10.C.2.b. Approve Purchase of Supplementary Literacy Instructional Supports and Progress Monitoring Tool for Spanish Bilingual/ Dual Language Programming

10.C.2.c. Authorization to Purchase State Adopted Social Studies I Instructional Materials

10.C.2.d. Approve Contract for the Professional Development of District Leaders

10.C.3. Service Network #4, Dr. Tamekia Brown, Associate Superintendent

10.C.3.a. Approve Application for General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)

10.C.3.b. Approve Contract For Social-Emotional Learning and Academic Curriculum to Increase Development For Students in Specialized Classrooms

10.C.3.c. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities 10.C.3.d. Approve Contract with Service Provider to Provide Mentoring and Other Support Services for the FWISD My Brother's Keeper & My Sister's Keeper (MBK/MSK) Student Leadership Programs for 2024-2025 10.C.3. e. Approve Memorandum of Understanding Between ESC Region 11 and Fort Worth Independent School District for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics 10.C.3. f. Approve Purchase of Nonviolent Crisis Intervention and De-Escalating Training

10.D. Operations, Kellie Spencer, Deputy Superintendent

10.D.1.Technology, Ramesh Krishnamurthy, Chief Information Officer

10.D.1.a. Approve Ratification for Renewal of Semperis Active Directory (AD) Backup Software
10.D.1.b. Approve Ratification for Purchase of Additional Device Licenses for Mosyle Mobile Device Management Software
10.D.1.c. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

10.D.2.Facility Planning and Rental, Mike Naughton, Executive Director

10.D.2.a. Approve Agreement with University United MethodistChurch for Visitor Parking for Paschal High School10.D.2.b. Approve Month-To-Month Parking Lease Agreement with210 East 7th Street for Young Women's Leadership Academy

10.D.3. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

10.D.3.a. Approve Budgets and Transfer of Funds Within the 2021 Capital Improvement Program

Dr. Michael Ryan requested to pull Agenda Item 10.C.3.d. *Approve Contract with Service Provider to Provide Mentoring and Other Support Services for the FWISD My Brother's Keeper* & *My Sister's Keeper (MBK/MSK) Student Leadership Programs for 2024-2025* from Consent Agenda.

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan, to Approve and Accept Consent Agenda except for item 10.C.3.d.

The motion was unanimously approved.

11. ACTION ITEMS

11.A. Item/Items Removed from Consent Agenda

Agenda Item 10.C.3.d. Approve Contract with Service Provider to Provide Mentoring and Other Support Services for the FWISD My Brother's Keeper & My Sister's Keeper (MBK/MSK) Student Leadership Programs for 2024-2025

Motion was made by Quinton Phillips, seconded by Roxanne Martinez.

Before action was taken, Tobi Jackson, Dr. Michael Ryan, Wallace Bridges, Quinton Phillips made comments and asked questions.

The motion was approved.

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

No: Dr. Michael Ryan

11.B. Personnel

11.B.1. Executive Director of Learning and Leading

No action was taken.

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

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

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

No action was taken.

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

No action was taken.

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

No action was taken.

11.C.1.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

No action was taken.

11.C.2. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

11C.2.a. Approve the Fort Worth ISD 5 Year Strategic Plan

Motion was made by Quinton Phillips, seconded by Dr. Camille Rodriguez.

Before action was taken, Quinton Phillips, Wallace Bridges, Roxanne Martinez, Dr. Camille Rodriguez, and Roxanne Martinez made comments.

The motion failed.

Yes: Quinton Phillips and Dr. Camille Rodriguez

No: Anael Luebanos, Dr. Michael Ryan, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

11.D. Learning and Leading Service Networks

11.D.1. Service Network #1, Christine Renteria, Interim Associate Superintendent

11.D.1.a. Approve the Purchase of School Supplies for Elementary Schools for the 2024-2025 School Year

Motion was made by Tobi Jackson, seconded by Wallace Bridges.

The motion was unanimously approved.

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

11.D.2.a. Approve OnRamps Agreement for the 2024-2025 School Year

Motion was made by Tobi Jackson, seconded by Wallace Bridges.

The motion was unanimously approved.

11.D.2.<u>b.</u> Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement

Motion was made by Anael Luebanos, seconded by Tobi Jackson.

The motion was unanimously approved.

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

11.D.3.a. Approve the 2024-2025 Student Code of Conduct

Motion was made by Tobi Jackson, seconded by Dr. Camille Rodriguez.

Before action was taken, Dr. Michael Ryan and Anael Luebanos made comments.

The motion was unanimously approved.

11.D.3.<u>b.</u> Approve Authorization to Negotiate and Award for Contracted Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for Students with Special Needs

Motion was made by Anael Luebanos, seconded by Dr. Michael Ryan.

The motion was unanimously approved.

11.E. Operations, Kellie Spencer, Deputy Superintendent

11.E.1.District Operations, Mike Naughton, Executive Director

11.E.1.<u>a.</u> Approve Board Resolution and Contract of Sale to Purchase Lot <u>2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County,</u> <u>Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116</u>

Motion was made by Dr. Michael Ryan, seconded by Quinton Phillips.

The motion was unanimously approved.

11.E.1.<u>b.</u> Approve Board Resolution and Contract of Sale to Purchase Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan.

The motion was unanimously approved.

11.E.1.<u>c. Approve Board Resolution and Contract of Sale to Purchase Lot</u> <u>5 Block 22 of Ryan's Southeast Addition, an Addition to the City of Fort</u> <u>Worth, Tarrant County, Texas, Known as 1356 E. Robert Street, Fort</u> <u>Worth, Texas 76104</u>

Motion was made by Anael Luebanos, seconded by Tobi Jackson.

The motion was unanimously approved.

#### 11.E.2. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

11.E.2.<u>a.</u> Approve Authorization to Enter Into a Contract for Job Order Contract General Contracting Services for Applied Learning Academy in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anael Luebanos, seconded by Dr. Michael Ryan.

The motion was unanimously approved.

11.E.2.<u>b.</u> Approve Authorization to Enter Into a Contract for Job Order Contract General Contracting Services for Trimble Technical High School in Conjunction with the 2017 Capital Improvement Program

Motion was made by Quinton Phillips, seconded by Tobi Jackson.

The motion was unanimously approved.

#### 12. ADJOURN

The meeting was adjourned at 9:45 p.m.

/s/ Cynthia Calderon Coordinator Board of Education

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

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **TOPIC:** APPROVE RATIFICATION OF 2024-2025 COUNCIL OF THE GREAT CITY SCHOOLS MEMBERSHIP FEES

#### **BACKGROUND:**

Fort Worth ISD is currently a member of the Council of the Great City Schools (CGCS). The Council of the Great City Schools (CGCS) brings together 78 of the nation's largest urban public school systems in a coalition dedicated to the improvement of education for children in the urban areas. The Council and its member school districts work to help our students meet the highest standards and become successful and productive members of society. Membership in the CGCS provides access to programs to boost academic performance, improve professional development and strengthen leadership, governance, and management.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### ALTERNATIVES:

- 1. Approve Ratification of 2024-2025 Council of the Great City Schools Membership Fees
- 2. Decline to Approve Ratification of 2024-2025 Council of the Great City Schools Membership Fees

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of 2024-2025 Council of the Great City Schools Membership Fees

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

General Fund 199-41-6495-001

#### COST:

\$55,077

#### VENDOR(S)/PROVIDER(S):

Council of the Great City Schools

#### **PURCHASING MECHANISM:**

Sole Source

#### **Purchasing Support Documents Needed:**

Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit

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

District-Wide

#### RATIONALE:

Membership in the CGCS provides access to programs to boost academic performance, improve professional development and strengthen leadership, governance, and management.

#### **INFORMATION SOURCE:**

Toni Cordova, Chief of Strategic Communications and Governance

#### Invoice No. 10-40029-24



Council of the Great City Schools 1331 Pennsylvania Avenue, N.W., Suite 1100N Washington, D.C. 20004 (202) 393-2427 E.I.N. 36-2481232

Bill To: Dr. Angélica Ramsey Superintendent Fort Worth Independent School District 100 North University Drive, SW-207 Ft.Worth, TX 76107-1360

#### \* \* INVOICE \* \*

| Date      | Description   | Amount Due  |
|-----------|---|-------------|
| 5/15/2024 | FY 2024-2025 Membership Dues  | \$55,077.00 |
|           | Due on or before July 1, 2024   |             |
|           | ACH Transfer is the Preferred Payment method<br>Account Name: Council of the Great City Schools<br>Account Number: 6622369194<br>Type of Account: Checking<br>ABA Number: 063107513<br>Bank Name: Wells Fargo |             |
|           | TOTAL :   | \$55,077.00 |
|           | Please remit check to the address   |             |

Please remit check to the address above

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE RATIFICATION OF WEBHOSTING SERVICES, MASS COMMUNICATIONS SYSTEM, FORT WORTH INDEPENDENT SCHOOL DISTRICT APP AND TEACHER COMMUNICATION TOOL FOR THE 2024-2025 SCHOOL YEAR

#### **BACKGROUND:**

Fort Worth ISD currently uses Active Internet Technologies, operating as Finalsite, to facilitate telephone, text, email, and mobile application messages for emergency communications, daily attendance, and general announcements. This robust mass communication system is widely utilized by FWISD schools and administrators.

The Teacher Communications tool is a dedicated communication system specifically designed for teachers, functioning similarly to the mass communication system utilized by administrators. It empowers teachers to send regular or pre-made messages via email, text, and, if enabled by the District, direct phone messages to students and parents. These messages are conveniently categorized into teacher-specific sections and can be targeted to specific students based on the message subject. Additionally, teachers have the flexibility to create their own personalized messages.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

1. Approve Ratification of Webhosting Services, Mass Communications System, Fort Worth Independent School District App and Teacher Communication Tool for the 2024-2025 School Year

2. Decline to Approve Ratification of Webhosting Services, Mass Communications System, Fort Worth Independent School District Ap and Teacher Communication Tool for the 2024-2025 School Year

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of Webhosting Services, Mass Communications System, Fort Worth Independent School District Ap and Teacher Communication Tool for the 2024-2025 School Year

#### **FUNDING SOURCE:** <u>Additional Details</u>

General Fund 199-53-6249-10

### COST:

\$345,500

#### VENDOR(S)/PROVIDER(S):

Active Internet Technologies, LLC, dba Finalsite

#### **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 contract. Pricing obtained through The Interlocal Purchasing System TIPS/TAPS Contract 220701. The recommended vendor is listed above.

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

District-Wide

#### RATIONALE:

Finalsite services play a crucial role in supporting and enhancing the District's commitment to fostering family and community engagement through timely and relevant communication. By leveraging Finalsite's comprehensive communication platforms, Fort Worth ISD effectively reaches students, families, staff, and community members across various channels. These platforms include the District's mass messaging system, as well as dedicated systems for campuses and teachers, an emergency notification system, and the widely utilized Fort Worth ISD mobile app. The mobile app, with over 100,000 downloads, is an important tool for information, catering to the expectations and needs of our community.

#### **INFORMATION SOURCE:**

Toni Cordova, Chief of Communications

#### Exhibit A

♦ FINALSITE

## Invoice #: INV066767 Date: 7/1/2024 Payment Terms: Upon receipt Due Date: 7/1/2024 PO#: TIPS Contract 23015

#### **Bill To**

Fort Worth Independent School District Accounts Payable Department 100 N. University Suite NW Fort Worth TX 76107-1300 United States

#### Ship To

Fort Worth Independent School District 100 N University Dr Fort Worth TX 76107-1300 United States

| Description   | Coverage Start Date | Coverage End Date | Qty         | Amount       |
|---|---------------------|-------------------|-------------|--------------|
| Reliable mass notification system for<br>sending messages via voice, text, email,<br>push notification, website announcement,<br>website alert, and social media. | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Custom, branded mobile app with access to<br>student information, news, calendars, social<br>media, notifications, and other vital school<br>information.         | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Teacher to parent communication tool (app)  | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Weglot Advanced 5M (20 languages)   | 7/1/2024            | 6/30/2025         | 1           | Included     |
| LDAPS/Active Directory Integration  | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Cloud Storage 1 TB  | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Forms - Unlimited Forms   | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Blogs - Unlimited   | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Composer - Unlimited Editors  | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Core Communications Platform - Blackboard<br>WCM Conversion   | 7/1/2024            | 6/30/2025         | 1           | Included     |
| Advanced Search   | 7/1/2024            | 6/30/2025         | 1           | Included     |
| CMS Discount  | 7/1/2024            | 6/30/2025         | 1           | Included     |
|   |                     |                   | Subtotal    | \$345,500.00 |
|   |                     |                   | Tax Total   | \$0.00       |
|   |                     |                   | Total       | \$345,500.00 |
|   |                     |                   | Amount Paid | \$0.00       |
|   |                     |                   | Amount Due  | \$345,500.00 |

Please make all checks payable to Active Internet Technologies, LLC.

Remittance Address: Active Internet Technologies PO Box 783838 Philadelphia, PA 19178-3838 **For Courier Deposits (Fed Ex, UPS, etc.):** Active Internet Technologies LLC Attn: Lockbox 783838 Wells Fargo Bank MAC Y1372-045 2005 Market Street, 5th Floor Philadelphia, PA 19103-7042

#### Wire/ACH Instructions:

Bank: Wells Fargo Bank NA Bank Add: PO Box 63020, San Francisco, CA 94163 ABA: 121000248 / SWIFT ID: WFBIUS6S Account Name: Active Internet Technologies LLC Account Number: 4095186292

#### 800-592-2469 Ext.1008 accounting@finalsite.com

We appreciate your confidence in us and our products. Please visit us online at www.finalsite.com

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: APRIL 1, 2024 – JUNE 30, 2024

#### **BACKGROUND:**

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period April 1, 2024 – June 30, 2024, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period April 1, 2024 – June 30, 2024, totaled \$17,135,397. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

1. Approve the Quarterly Investment Report for the Period: April 1, 2024 – June 30, 2024.

2. Decline to Approve the Quarterly Investment Report for the Period: April 1, 2024 – June 30, 2024.

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve the Quarterly Investment Report for the Period: April 1, 2024 – June 30, 2024.

#### FUNDING SOURCE:Additional Details

No Cost Not Applicable

COST:

No Cost.

#### VENDOR(S)/PROVIDER(S):

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Division of Business and Finance

#### RATIONALE:

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

#### **INFORMATION SOURCE:**

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

# Quarterly Investment Report April 1, 2024 – June 30, 2024

Ms. Carmen Arrieta-Candelaria, CPA Chief Financial Officer

Ms. Maria Chavez Comptroller Ms. Tonya D. Wright Treasurer



#### FORT WORTH INDEPENDENT SCHOOL DISTRICT **Quarterly Investment Report** 04/01/2024-06/30/2024

#### **Investment Officer's Certification**

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

#### Total Rate of Return: 5.56% Interest Earned During the Period: \$17,135,397 Interest Earned Fiscal Year to Date: \$59,710.830

| Portfolio Name                         | Face Amount/Shares | Market Value     | Book Value       | % of Portfolio | YTM @ Cost | Days To Maturity |
|--|--------------------|------------------|------------------|----------------|------------|------------------|
| Agency Campus Funds                    | 35,016.21          | 35,016.21        | 35,016.21        | 0.00           | 5.43       | 1                |
| Campus Activity Fund                   | 5,872,479.34       | 5,872,479.34     | 5,872,479.34     | 0.49           | 5.43       | 1                |
| CIP-2017 Bond Fund                     | 40,433,004.29      | 40,433,004.29    | 40,433,004.29    | 3.36           | 5.42       | 1                |
| CIP-2021 Bond Fund                     | 696,443,683.44     | 696,443,683.44   | 696,443,683.44   | 57.87          | 5.45       | 7                |
| Food Service Fund                      | 30,234,840.14      | 30,234,840.14    | 30,234,840.14    | 2.51           | 5.43       | 1                |
| General Operating Fund                 | 377,481,307.62     | 377,481,307.62   | 377,481,307.62   | 31.37          | 5.42       | 3                |
| Interest & Sinking   Debt Service Fund | 47,840,829.48      | 47,840,829.48    | 47,840,829.48    | 3.98           | 5.39       | 17               |
| Real Estate Proceeds                   | 4,223,022.51       | 4,223,022.51     | 4,223,022.51     | 0.35           | 5.41       | 1                |
| Scholarships                           | 892,338.32         | 910,387.31       | 913,572.43       | 0.08           | 5.37       | 120              |
| Student Activity Funds                 | 10,470.40          | 10,470.40        | 10,470.40        | 0.00           | 5.43       | 1                |
| Total / Average                        | 1,203,466,991.75   | 1,203,485,040.74 | 1,203,488,225.86 | 100.00         | 5.44       | 6                |

Cormen Quite - Candelani 07/24/24 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer Date Tonya D.Wright 7/23/2024 Date

Maria Chavez

7/23/2024

Ms. Maria Chavez, Comptroller

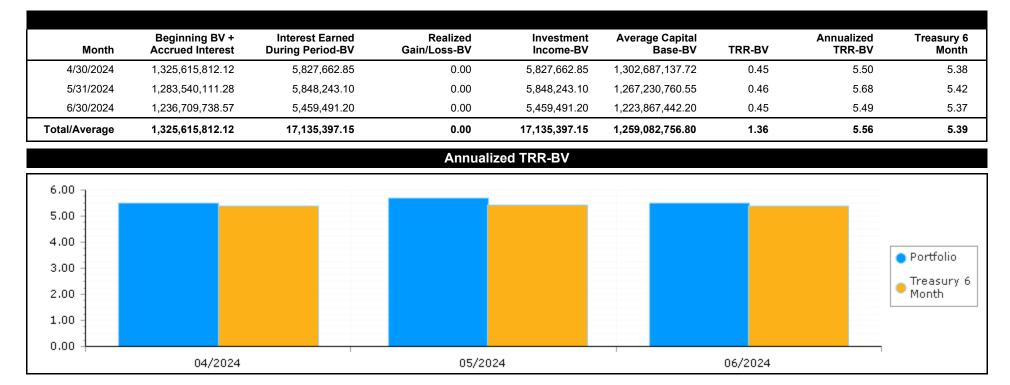
Date

Ms. Tonya D. Wright, Treasurer

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

Begin Date: 4/30/2024, End Date: 6/30/2024



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

**All Portfolios** 

Begin Date: 3/31/2024, End Date: 6/30/2024

| Security Sector Allocation       |   |                             |                                    |   |  |
|----------------------------------|---|-----------------------------|------------------------------------|---|--|
| Security Sector                  | Book Value<br>3/31/2024   | % of Portfolio<br>3/31/2024 | Book Value<br>6/30/2024            | % of Portfolio<br>6/30/2024   |  |
| Corporate                        | 63,300,000.00   | 4.78                        | 64,407,000.00                      | 5.35  |  |
| Local Government Investment Pool | 1,257,123,060.30  | 94.93                       | 1,135,252,178.22                   | 94.33   |  |
| Money Market                     | 3,757,404.16  | 0.28                        | 3,805,601.64                       | 0.32  |  |
| Mutual Fund                      | 23,446.00   | 0.00                        | 23,446.00                          | 0.00  |  |
| Total / Average                  | 1,324,203,910.46  | 100.00                      | 1,203,488,225.86                   | 100.00  |  |
| Portfolio Holdings as            | Portfolio Holdings as of 3/31/2024  |                             | Portfolio Holdings as of 6/30/2024 |   |  |
|                                  | <ul> <li>4.78%-Corporate</li> <li>94.93%-Local Governm</li> <li>0.28%-Money Market</li> <li>0%-Mutual Fund</li> </ul> |                             |                                    | 5.35%-Corporate<br>94.33%-Local Governm<br>0.32%-Money Market<br>0%-Mutual Fund |  |

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

**All Portfolios** 

Begin Date: 3/31/2024, End Date: 6/30/2024

| Security Type Allocation         |  |                             |                                 |                               |  |
|----------------------------------|--|-----------------------------|---------------------------------|-------------------------------|--|
| Security Type                    | Book Value<br>3/31/2024  | % of Portfolio<br>3/31/2024 | Book Value<br>6/30/2024         | % of Portfolio<br>6/30/2024   |  |
| Corporate Bond                   | 63,300,000.00  | 4.78                        | 64,407,000.00                   | 5.35                          |  |
| Local Government Investment Pool | 1,257,123,060.30   | 94.93                       | 1,135,252,178.22                | 94.33                         |  |
| Money Market                     | 3,757,404.16   | 0.28                        | 3,805,601.64                    | 0.32                          |  |
| Mutual Fund                      | 23,446.00  | 0.00                        | 23,446.00                       | 0.00                          |  |
| Total / Average                  | 1,324,203,910.46   | 100.00                      | 1,203,488,225.86                | 100.00                        |  |
| Portfolio Holdings a             | Portfolio Holdings as of 3/31/2024                                     |                             | ortfolio Holdings as of 6/30/20 | 024                           |  |
|                                  | <ul> <li>4.78%-Corporate Bond</li> <li>94.93%-Local Governm</li> </ul> |                             |                                 | <b>9</b> 5.35%-Corporate Bond |  |

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

All Portfolios

Begin Date: 3/31/2024, End Date: 6/30/2024

| Maturity Range Allocation |  |                             |                            |   |  |  |
|---------------------------|--|-----------------------------|----------------------------|---|--|--|
| Maturity Range            | Market Value<br>3/31/2024  | % of Portfolio<br>3/31/2024 | Market Value<br>6/30/2024  | % of Portfolio<br>6/30/2024   |  |  |
| 0-1 Month                 | 1,260,880,464.46   | 95.22                       | 1,154,057,779.86           | 95.89   |  |  |
| 1-3 Months                | 10,000,000.00  | 0.76                        | 38,300,000.00              | 3.18  |  |  |
| 3-6 Months                | 53,300,000.00  | 4.03                        | 0.00                       | 0.00  |  |  |
| 9-12 Months               | 0.00   | 0.00                        | 11,107,000.00              | 0.92  |  |  |
| N/A                       | 20,415.72  | 0.00                        | 20,260.88                  | 0.00  |  |  |
| Total / Average           | 1,324,200,880.18   | 100.00                      | 1,203,485,040.74           | 100.00  |  |  |
| Portfolio Holding         | gs as of 3/31/2024   |                             | Portfolio Holdings as of 6 | /30/2024  |  |  |
|                           | ● 95.22%-0-<br>● 0.76%-1-3<br>● 4.03%-3-6<br>● 0%-9-12 M<br>● 0%-N/A | M                           |                            | <ul> <li>95.89%-0-1 M</li> <li>3.18%-1-3 M</li> <li>0%-3-6 M</li> <li>0.92%-9-12 M</li> <li>0%-N/A</li> </ul> |  |  |

## Fort Worth Independent School District

Distribution by Issuer - Market Value

All Portfolios

|                          | Issuer A   | llocation                   |                              |   |
|--------------------------|--|-----------------------------|------------------------------|---|
| Issuer                   | Market Value<br>3/31/2024  | % of Portfolio<br>3/31/2024 | Market Value<br>6/30/2024    | % of Portfolio<br>6/30/2024   |
| FICA                     | FICA 3,757,404.16  |                             | 3,805,601.64                 | 0.32  |
| LOGIC                    | 503,789,694.97   | 38.04                       | 451,123,827.05               | 37.48   |
| Nationwide-Highmark Bond | 20,415.72  | 0.00                        | 20,260.88                    | 0.00  |
| PFM Asset Managment      | 8,155,456.76   | 0.62                        | 7,765,824.85                 | 0.65  |
| Public Trust Advisors    | 397,761,904.15   | 30.04                       | 403,196,875.01               | 33.50   |
| Texas CLASS              | 196,758,299.46   | 14.86                       | 200,437,995.39               | 16.65   |
| TexPool                  | 33,045,752.02  | 2.50                        | 23,449,128.01                | 1.95  |
| TexStar                  | 117,611,952.94   | 8.88                        | 49,278,527.91                | 4.09  |
| TEXTERM                  | 63,300,000.00  | 4.78                        | 64,407,000.00                | 5.35  |
| Total / Average          | 1,324,200,880.18   | 100.00                      | 1,203,485,040.74             | 100.00  |
| Portfolio Holdings a     | s of 3/31/2024   | Р                           | ortfolio Holdings as of 6/30 | )/2024  |
|                          | <ul> <li>0.28%-FICA</li> <li>38.04%-LOGIC</li> <li>0%-Nationwide-Highma</li> <li>0.62%-PFM AssetMana</li> <li>30.04%-Public Trust</li> <li>14.86%-Texas CLASS</li> <li>2.5%-TexPool</li> <li>8.88%-TexStar</li> <li>4.78%-TEXTERM</li> </ul> |                             |                              | <ul> <li>0.32%-FICA</li> <li>37.48%-LOGIC</li> <li>0%-Nationwide-Highma</li> <li>0.65%-PFM AssetMana</li> <li>33.5%-Public TrustA</li> <li>16.65%-Texas CLASS</li> <li>1.95%-TexPool</li> <li>4.09%-TexStar</li> <li>5.35%-TEXTERM</li> </ul> |

## Fort Worth Independent School District

## Distribution by Issuer - Market Value

## General Operating Fund

|                       | Issuer A  | llocation                   |                                |   |
|-----------------------|---|-----------------------------|--------------------------------|---|
| Issuer                | Market Value<br>3/31/2024   | % of Portfolio<br>3/31/2024 | Market Value<br>6/30/2024      | % of Portfolio<br>6/30/2024   |
| FICA                  | 3,757,404.16  | 0.76                        | 3,805,601.64                   | 1.01  |
| LOGIC                 | 177,539,074.61  | 36.00                       | 137,777,516.26                 | 36.50   |
| PFM Asset Managment   | 80,855.51   | 0.02                        | 81,953.05                      | 0.02  |
| Public Trust Advisors | 20,014,987.62   | 4.06                        | 20,288,470.00                  | 5.37  |
| Texas CLASS           | 122,332,113.02  | 24.81                       | 130,766,979.85                 | 34.64   |
| TexPool               | 33,045,752.02   | 6.70                        | 23,449,128.01                  | 6.21  |
| TexStar               | 116,384,214.17  | 23.60                       | 41,311,658.81                  | 10.94   |
| TEXTERM               | 20,000,000.00   | 4.06                        | 20,000,000.00                  | 5.30  |
| Total / Average       | 493,154,401.11  | 100.00                      | 377,481,307.62                 | 100.00  |
| Portfolio Holdings as | of 3/31/2024  | P                           | ortfolio Holdings as of 6/30/2 | 2024  |
|                       | <ul> <li>0.76%-FICA</li> <li>36%-LOGIC</li> <li>0.02%-PFM AssetMana</li> <li>4.06%-Public TrustA</li> <li>24.81%-Texas CLASS</li> <li>6.7%-TexPool</li> <li>23.6%-TexStar</li> <li>4.06%-TEXTERM</li> </ul> |                             |                                | <ul> <li>1.01%-FICA</li> <li>36.5%-LOGIC</li> <li>0.02%-PFM AssetMana</li> <li>5.37%-Public Trust A</li> <li>34.64%-Texas CLASS</li> <li>6.21%-TexPool</li> <li>10.94%-TexStar</li> <li>5.3%-TEXTERM</li> </ul> |

## Fort Worth Independent School District Distribution by Issuer - Market Value

## Interest & Sinking | Debt Service Fund

|                         | Issuer A   | llocation                   |                                  |   |
|-------------------------|--|-----------------------------|----------------------------------|---|
| Issuer                  | Market Value<br>3/31/2024  | % of Portfolio<br>3/31/2024 | Market Value<br>6/30/2024        | % of Portfolio<br>6/30/2024   |
| LOGIC                   | 70,013.07  | 0.17                        | 70,964.75                        | 0.15  |
| PFM Asset Managment     | 7,094.60   | 0.02                        | 7,190.91                         | 0.02  |
| Public Trust Advisors   | 11,006,593.75  | 26.97                       | 11,156,986.52                    | 23.32   |
| Texas CLASS             | 10,200,245.75  | 24.99                       | 10,338,818.20                    | 21.61   |
| TexStar                 | 1,227,738.77   | 3.01                        | 7,966,869.10                     | 16.65   |
| TEXTERM                 | 18,300,000.00  | 44.84                       | 18,300,000.00                    | 38.25   |
| Total / Average         | 40,811,685.94  | 100.00                      | 47,840,829.48                    | 100.00  |
| Portfolio Holdings as o | of 3/31/2024   | Po                          | ortfolio Holdings as of 6/30/202 | 24  |
|                         | <ul> <li>0.17%-LOGIC</li> <li>0.02%-PFM AssetMana</li> <li>26.97%-Public Trust</li> <li>24.99%-Texas CLASS</li> <li>3.01%-TexStar</li> <li>44.84%-TEXTERM</li> </ul> |                             |                                  | 0.15%-LOGIC<br>0.02%-PFM AssetMana<br>23.32%-Public Trust<br>21.61%-Texas CLASS<br>16.65%-TexStar<br>38.25%-TEXTERM |

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

|                       | Issuer A   | llocation                   |                                 |   |
|-----------------------|--|-----------------------------|---------------------------------|---|
| Issuer                | Market Value<br>3/31/2024  | % of Portfolio<br>3/31/2024 | Market Value<br>6/30/2024       | % of Portfolio<br>6/30/2024   |
| LOGIC                 | 321,744,597.85   | 42.74                       | 309,052,323.53                  | 41.94   |
| PFM Asset Managment   | 8,067,506.65   | 1.07                        | 7,676,589.54                    | 1.04  |
| Public Trust Advisors | 366,740,322.78   | 48.72                       | 371,751,418.49                  | 50.45   |
| Texas CLASS           | 31,241,688.19  | 4.15                        | 22,596,356.17                   | 3.07  |
| TEXTERM               | 25,000,000.00  | 3.32                        | 25,800,000.00                   | 3.50  |
| Total / Average       | 752,794,115.47   | 100.00                      | 736,876,687.73                  | 100.00  |
| Portfolio Holdings as | of 3/31/2024   | Pe                          | ortfolio Holdings as of 6/30/20 | 24  |
|                       | <ul> <li>42.74%-LOGIC</li> <li>1.07%-PFM AssetMana</li> <li>48.72%-Public Trust</li> <li>4.15%-Texas CLASS</li> <li>3.32%-TEXTERM</li> </ul> |                             |                                 | 41.94%-LOGIC<br>1.04%-PFM AssetMana<br>50.45%-Public Trust<br>3.07%-Texas CLASS<br>3.5%-TEXTERM |

| Description                    | Face Amount /  | Settlement Date | Cost Value     | Market Price | Market Value     | % Portfolio     | Credit Rating | Days To Call/Maturity |
|--------------------------------|----------------|-----------------|----------------|--------------|------------------|-----------------|---------------|-----------------------|
| CUSIP                          | Shares         | YTM @ Cost      | Book Value     | YTM @ Market | Accrued Interest | Unre. Gain/Loss | Credit Rating | Duration To Maturity  |
| Agency Campus Funds            |                |                 |                |              |                  |                 |               |                       |
| Texas CLASS LGIP               |                | 11/5/2021       | 35,016.21      | 100.00       | 35,016.21        | 0%              | NR            | 1                     |
| TXCLASS0011                    | 35,016.21      | 5.43            | 35,016.21      | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 35,016.21      |              | 35,016.21        | 0%              |               | 1                     |
| Sub Total Agency Campus Funds  | 35,016.21      | 5.43            | 35,016.21      | 5.43         |                  | 0.00            |               | 0                     |
| Campus Activity Fund           |                |                 |                |              |                  |                 |               |                       |
| Texas CLASS LGIP               |                | 5/31/2010       | 5,872,479.34   | 100.00       | 5,872,479.34     | 0.49%           | S&P-AA+       | 1                     |
| TXCLASS0005                    | 5,872,479.34   | 5.43            | 5,872,479.34   | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 5,872,479.34   |              | 5,872,479.34     | 0.49%           |               | 1                     |
| Sub Total Campus Activity Fund | 5,872,479.34   | 5.43            | 5,872,479.34   | 5.43         |                  | 0.00            |               | 0                     |
| CIP-2017 Bond Fund             |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP                     |                | 5/2/2018        | 11,802,517.09  | 100.00       | 11,802,517.09    | 0.98%           | NR            | 1                     |
| LOGIC13006                     | 11,802,517.09  | 5.41            | 11,802,517.09  | 5.41         |                  | 0.00            | NR            | C                     |
| PFM Asset Managment LGIP       |                | 11/23/2022      | 7,617,954.01   | 100.00       | 7,617,954.01     | 0.63%           | NR            | 1                     |
| PFM-1265-05                    | 7,617,954.01   | 5.43            | 7,617,954.01   | 5.43         |                  | 0.00            | NR            | C                     |
| Texas CLASS LGIP               |                | 5/4/2018        | 21,012,533.19  | 100.00       | 21,012,533.19    | 1.75%           | NR            | 1                     |
| TXCLASS0009                    | 21,012,533.19  | 5.43            | 21,012,533.19  | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 40,433,004.29  |              | 40,433,004.29    | 3.36%           |               | 1                     |
| Sub Total CIP-2017 Bond Fund   | 40,433,004.29  | 5.42            | 40,433,004.29  | 5.42         |                  | 0.00            |               | 0                     |
| CIP-2021 Bond Fund             |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP                     |                | 9/7/2022        | 297,249,806.44 | 100.00       | 297,249,806.44   | 24.7%           | NR            | 1                     |
| LOGIC13008                     | 297,249,806.44 | 5.41            | 297,249,806.44 | 5.41         |                  | 0.00            | NR            | C                     |
| PFM Asset Managment LGIP       |                | 11/23/2022      | 58,635.53      | 100.00       | 58,635.53        | 0%              | NR            | 1                     |
| PFM-1265-06                    | 58,635.53      | 5.43            | 58,635.53      | 5.43         |                  | 0.00            | NR            | 0                     |
| Public Trust Advisors LGIP     |                | 6/5/2023        | 371,751,418.49 | 100.00       | 371,751,418.49   | 30.89%          | NR            | 1                     |
| SPP-0001                       | 371,751,418.49 | 5.47            | 371,751,418.49 | 5.47         |                  | 0.00            | NR            | C                     |

| Description<br>CUSIP         | Face Amount /<br>Shares | Settlement Date<br>YTM @ Cost | Cost Value<br>Book Value | Market Price<br>YTM @ Market | Market Value<br>Accrued Interest | % Portfolio<br>Unre. Gain/Loss | Credit Rating<br>Credit Rating | Days To Call/Maturity<br>Duration To Maturity |
|------------------------------|-------------------------|-------------------------------|--------------------------|------------------------------|----------------------------------|--------------------------------|--------------------------------|---|
| Texas CLASS LGIP             | Silares                 | 2/27/2023                     | 1,583,822.98             | 100.00                       | 1,583,822.98                     | 0.13%                          | NR                             | Duration to Maturity                          |
| TXCLASS0012                  | 1,583,822.98            | 5.43                          | 1,583,822.98             | 5.43                         | 1,363,622.96                     | 0.00                           | NR                             | 0   |
| TEXTERM 5.31 6/9/2025        |                         | 6/14/2024                     | 10,800,000.00            | 100.00                       | 10,800,000.00                    | 0.9%                           | NR                             | 344   |
| TEXTERM1265-066              | 10,800,000.00           | 5.31                          | 10,800,000.00            | 5.31                         | 25,488.00                        | 0.00                           | NR                             | 0.94  |
| TEXTERM 5.84 7/12/2024       |                         | 10/19/2023                    | 15,000,000.00            | 100.00                       | 15,000,000.00                    | 1.25%                          | None                           | 12  |
| TEXTERM1265-063              | 15,000,000.00           | 5.84                          | 15,000,000.00            | 5.84                         | 613,200.00                       | 0.00                           | None                           | 0.03  |
|                              |                         |                               | 696,443,683.44           |                              | 696,443,683.44                   | 57.87%                         |                                | 7   |
| Sub Total CIP-2021 Bond Fund | 696,443,683.44          | 5.45                          | 696,443,683.44           | 5.45                         | 638,688.00                       | 0.00                           |                                | 0.02  |
| Food Service Fund            |                         |                               |                          |                              |                                  |                                |                                |   |
| Texas CLASS LGIP             |                         | 2/14/2012                     | 30,234,840.14            | 100.00                       | 30,234,840.14                    | 2.51%                          | S&P-AA+                        | 1   |
| TXCLASS0002                  | 30,234,840.14           | 5.43                          | 30,234,840.14            | 5.43                         |                                  | 0.00                           | NR                             | 0   |
|                              |                         |                               | 30,234,840.14            |                              | 30,234,840.14                    | 2.51%                          |                                | 1   |
| Sub Total Food Service Fund  | 30,234,840.14           | 5.43                          | 30,234,840.14            | 5.43                         |                                  | 0.00                           |                                | 0   |
| General Operating Fund       |                         |                               |                          |                              |                                  |                                |                                |   |
| FICA MM                      |                         | 2/8/2016                      | 3,805,601.64             | 100.00                       | 3,805,601.64                     | 0.32%                          | NR                             | 1   |
| FICA9057-GO                  | 3,805,601.64            | 5.23                          | 3,805,601.64             | 5.23                         |                                  | 0.00                           | NR                             | 0   |
| LOGIC LGIP                   |                         | 4/30/2004                     | 137,777,516.26           | 100.00                       | 137,777,516.26                   | 11.45%                         | NR                             | 1   |
| LOGIC13001                   | 137,777,516.26          | 5.41                          | 137,777,516.26           | 5.41                         |                                  | 0.00                           | NR                             | 0   |
| PFM Asset Managment LGIP     |                         | 7/18/2022                     | 81,953.05                | 100.00                       | 81,953.05                        | 0.01%                          | NR                             | 1   |
| PFM-1265-03                  | 81,953.05               | 5.43                          | 81,953.05                | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| Public Trust Advisors LGIP   |                         | 3/27/2024                     | 20,288,470.00            | 100.00                       | 20,288,470.00                    | 1.69%                          | NR                             | 1   |
| SPP-0002                     | 20,288,470.00           | 5.47                          | 20,288,470.00            | 5.47                         |                                  | 0.00                           | NR                             | 0   |
| Texas CLASS LGIP             |                         | 5/31/2010                     | 130,766,979.85           | 100.00                       | 130,766,979.85                   | 10.87%                         | S&P-AA+                        | 1   |
| TXCLASS0001                  | 130,766,979.85          | 5.43                          | 130,766,979.85           | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| TexPool LGIP                 |                         | 6/30/2010                     | 23,449,128.01            | 100.00                       | 23,449,128.01                    | 1.95%                          | S&P-AA+                        | 1   |
| TEXPOOL00001                 | 23,449,128.01           | 5.31                          | 23,449,128.01            | 5.31                         |                                  | 0.00                           | NR                             | 0   |

| Description   | Face Amount /  | Settlement Date | Cost Value     | Market Price | Market Value     | % Portfolio     | Credit Rating | Days To Call/Maturity |
|---|----------------|-----------------|----------------|--------------|------------------|-----------------|---------------|-----------------------|
| CUSIP   | Shares         | YTM @ Cost      | Book Value     | YTM @ Market | Accrued Interest | Unre. Gain/Loss | Credit Rating | Duration To Maturity  |
| TexStar LGIP  |                | 5/31/2010       | 41,311,658.81  | 100.00       | 41,311,658.81    | 3.43%           | S&P-AA+       | 1                     |
| TEXSTAR11110  | 41,311,658.81  | 5.31            | 41,311,658.81  | 5.31         |                  | 0.00            | NR            | 0                     |
| TEXTERM 5.85 8/9/2024                               |                | 8/15/2023       | 20,000,000.00  | 100.00       | 20,000,000.00    | 1.66%           | NR            | 40                    |
| TEXTERM1265-032                                     | 20,000,000.00  | 5.85            | 20,000,000.00  | 5.85         | 1,036,750.00     | 0.00            | NR            | 0.11                  |
|   |                |                 | 377,481,307.62 |              | 377,481,307.62   | 31.38%          |               | 3                     |
| Sub Total General Operating Fund                    | 377,481,307.62 | 5.42            | 377,481,307.62 | 5.42         | 1,036,750.00     | 0.00            |               | 0.01                  |
| Interest & Sinking   Debt Service Fund              |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP  |                | 12/2/2014       | 70,964.75      | 100.00       | 70,964.75        | 0.01%           | NR            | 1                     |
| LOGIC13003  | 70,964.75      | 5.41            | 70,964.75      | 5.41         |                  | 0.00            | NR            | 0                     |
| PFM Asset Managment LGIP                            |                | 7/21/2022       | 7,190.91       | 100.00       | 7,190.91         | 0%              | NR            | 1                     |
| PFM-1265-04   | 7,190.91       | 5.43            | 7,190.91       | 5.43         |                  | 0.00            | NR            | 0                     |
| Public Trust Advisors LGIP                          |                | 3/28/2024       | 11,156,986.52  | 100.00       | 11,156,986.52    | 0.93%           | NR            | 1                     |
| SPP-0003  | 11,156,986.52  | 5.47            | 11,156,986.52  | 5.47         |                  | 0.00            | NR            | 0                     |
| Texas CLASS LGIP                                    |                | 5/31/2010       | 10,338,818.20  | 100.00       | 10,338,818.20    | 0.86%           | S&P-AA+       | 1                     |
| TXCLASS0003   | 10,338,818.20  | 5.43            | 10,338,818.20  | 5.43         |                  | 0.00            | NR            | 0                     |
| TexStar LGIP  |                | 5/31/2010       | 7,966,869.10   | 100.00       | 7,966,869.10     | 0.66%           | S&P-AA+       | 1                     |
| TEXSTAR33330  | 7,966,869.10   | 5.31            | 7,966,869.10   | 5.31         |                  | 0.00            | NR            | 0                     |
| TEXTERM 5.34 8/12/2024                              |                | 3/1/2024        | 18,300,000.00  | 100.00       | 18,300,000.00    | 1.52%           | NR            | 43                    |
| TEXTERM1265-045                                     | 18,300,000.00  | 5.34            | 18,300,000.00  | 5.34         | 325,740.00       | 0.00            | NR            | 0.12                  |
|   |                |                 | 47,840,829.48  |              | 47,840,829.48    | 3.98%           |               | 17                    |
| Sub Total Interest & Sinking   Debt Service<br>Fund | 47,840,829.48  | 5.39            | 47,840,829.48  | 5.39         | 325,740.00       | 0.00            |               | 0.05                  |
| Real Estate Proceeds                                |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP  |                | 11/4/2020       | 4,223,022.51   | 100.00       | 4,223,022.51     | 0.35%           | NR            | 1                     |
| LOGIC13007  | 4,223,022.51   | 5.41            | 4,223,022.51   | 5.41         |                  | 0.00            | NR            | 0                     |
|   |                |                 | 4,223,022.51   |              | 4,223,022.51     | 0.35%           |               | 1                     |
| Sub Total Real Estate Proceeds                      | 4,223,022.51   | 5.41            | 4,223,022.51   | 5.41         |                  | 0.00            |               | 0                     |
| Scholarships  |                |                 | 11             | 5            |                  |                 |               |                       |

| Description                      | Face Amount /    | Settlement Date | Cost Value       | Market Price | Market Value     | % Portfolio     | Credit Rating | Days To Call/Maturity |
|----------------------------------|------------------|-----------------|------------------|--------------|------------------|-----------------|---------------|-----------------------|
| CUSIP                            | Shares           | YTM @ Cost      | Book Value       | YTM @ Market | Accrued Interest | Unre. Gain/Loss | Credit Rating | Duration To Maturity  |
| Nationwide-Highmark Bond         |                  | 4/19/2002       | 23,446.00        | 9.16         | 20,260.88        | 0%              | NR            |                       |
| HIGHMARK857                      | 2,211.89         |                 | 23,446.00        |              |                  | -3,185.12       | NR            |                       |
| PFM Asset Managment LGIP         |                  | 6/25/2024       | 91.35            | 100.00       | 91.35            | 0%              | NR            | 1                     |
| PFM-1265-07                      | 91.35            | 5.43            | 91.35            | 5.43         |                  | 0.00            | NR            | 0                     |
| Texas CLASS LGIP                 |                  | 4/24/2014       | 583,035.08       | 100.00       | 583,035.08       | 0.05%           | S&P-AA+       | 1                     |
| TXCLASS0008                      | 583,035.08       | 5.43            | 583,035.08       | 5.43         |                  | 0.00            | NR            | 0                     |
| TEXTERM 5.27 6/12/2025           |                  | 6/27/2024       | 307,000.00       | 100.00       | 307,000.00       | 0.03%           | NR            | 347                   |
| TEXTERM1265-07                   | 307,000.00       | 5.27            | 307,000.00       | 5.27         | 134.82           | 0.00            | NR            | 0.95                  |
|                                  |                  |                 | 913,572.43       |              | 910,387.31       | 0.08%           |               | 120                   |
| Sub Total Scholarships           | 892,338.32       | 5.37            | 913,572.43       | 5.37         | 134.82           | -3,185.12       |               | 0.33                  |
| Student Activity Funds           |                  |                 |                  |              |                  |                 |               |                       |
| Texas CLASS LGIP                 |                  | 11/5/2021       | 10,470.40        | 100.00       | 10,470.40        | 0%              | NR            | 1                     |
| TXCLASS0010                      | 10,470.40        | 5.43            | 10,470.40        | 5.43         |                  | 0.00            | NR            | 0                     |
|                                  |                  |                 | 10,470.40        |              | 10,470.40        | 0%              |               | 1                     |
| Sub Total Student Activity Funds | 10,470.40        | 5.43            | 10,470.40        | 5.43         |                  | 0.00            |               | 0                     |
|                                  |                  |                 | 1,203,488,225.86 |              | 1,203,485,040.74 | 100.00%         |               | 6                     |
| TOTAL PORTFOLIO                  | 1,203,466,991.75 | 5.44            | 1,203,488,225.86 | 5.44         | 2,001,312.82     | -3,185.12       |               | 0.01                  |

# 4. Quarterly Investment Report-6-30-2024

**Final Audit Report** 

2024-07-24

| Created:        | 2024-07-23                                   |
|-----------------|--|
| Ву:             | Tonya Wright (tonya.wright@fwisd.org)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAuGeRD2eevnfTJxpyq9e4UfK0lK0e7mis |
|                 |  |

## "4. Quarterly Investment Report-6-30-2024" History

- Document created by Tonya Wright (tonya.wright@fwisd.org) 2024-07-23 - 8:26:50 PM GMT- IP address: 216.200.134.62
- Document emailed to Maria Chavez (maria.chavez@fwisd.org) for signature 2024-07-23 - 8:28:29 PM GMT
- Email viewed by Maria Chavez (maria.chavez@fwisd.org) 2024-07-23 - 8:28:33 PM GMT- IP address: 54.212.31.184
- Document e-signed by Maria Chavez (maria.chavez@fwisd.org) Signature Date: 2024-07-24 - 0:56:17 AM GMT - Time Source: server- IP address: 216.200.134.62
- Document emailed to Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) for signature 2024-07-24 0:56:19 AM GMT
- Email viewed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) 2024-07-24 - 0:56:23 AM GMT- IP address: 54.212.31.184
- Document e-signed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) Signature Date: 2024-07-24 - 3:00:08 PM GMT - Time Source: server- IP address: 216.200.134.62

Agreement completed.
 2024-07-24 - 3:00:08 PM GMT

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE THE ANNUAL INVESTMENT REPORT FOR THE PERIOD: JULY 1, 2023 – JUNE 30, 2024

## **BACKGROUND:**

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2023 – June 30, 2024, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2023 – June 30, 2024, totaled \$59,710,830. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Approve the Annual Investment Report for The Period: July 1, 2023 June 30, 2024.
- 2. Decline to Approve the Annual Investment Report for The Period: July 1, 2023 June 30, 2024.
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve the Annual Investment Report for The Period: July 1, 2023 – June 30, 2024.

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost Not Applicable

## COST:

No Cost.

## VENDOR(S)/PROVIDER(S):

Not Applicable

## **PURCHASING MECHANISM:**

Not a Purchase

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

Division of Business and Finance

## RATIONALE:

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

## **INFORMATION SOURCE:**

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

# Annual Investment Report July 1, 2023 – June 30, 2024

Ms. Carmen Arrieta-Candelaria, CPA Chief Financial Officer

Ms. Maria Chavez Comptroller Ms. Tonya D. Wright Treasurer



#### FORT WORTH INDEPENDENT SCHOOL DISTRICT Annual Investment Report 07/01/2023- 06/30/2024

#### Investment Officer's Certification

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

Total Rate of Return: 5.60% Interest Earned During the Period: \$59,710,830 Interest Earned Fiscal Year to Date: \$59,710,830

| Portfolio Name                         | Face Amount/Shares | Market Value     | Book Value       | % of Portfolio | YTM @ Cost | Days To Maturity |
|--|--------------------|------------------|------------------|----------------|------------|------------------|
| Agency Campus Funds                    | 35,016.21          | 35,016.21        | 35,016.21        | 0.00           | 5.43       | 1                |
| Campus Activity Fund                   | 5,872,479.34       | 5,872,479.34     | 5,872,479.34     | 0.49           | 5.43       | 1                |
| CIP-2017 Bond Fund                     | 40,433,004.29      | 40,433,004.29    | 40,433,004.29    | 3.36           | 5.42       | 1                |
| CIP-2021 Bond Fund                     | 696,443,683.44     | 696,443,683.44   | 696,443,683.44   | 57.87          | 5.45       | 7                |
| Food Service Fund                      | 30,234,840.14      | 30,234,840.14    | 30,234,840.14    | 2.51           | 5.43       | 1                |
| General Operating Fund                 | 377,481,307.62     | 377,481,307.62   | 377,481,307.62   | 31.37          | 5.42       | 3                |
| Interest & Sinking   Debt Service Fund | 47,840,829.48      | 47,840,829.48    | 47,840,829.48    | 3.98           | 5.39       | 17               |
| Real Estate Proceeds                   | 4,223,022.51       | 4,223,022.51     | 4,223,022.51     | 0.35           | 5.41       | 1                |
| Scholarships                           | 892,338.32         | 910,387.31       | 913,572.43       | 0.08           | 5.37       | 120              |
| Student Activity Funds                 | 10,470.40          | 10,470.40        | 10,470.40        | 0.00           | 5.43       | 1                |
| Total / Average                        | 1,203,466,991.75   | 1,203,485,040.74 | 1,203,488,225.86 | 100.00         | 5.44       | 6                |

Corrandomity-ComMania07/24/24Ms. Carmen Arrieta-Candelaria, Chief Financial OfficerDateTonya D.Wright7/23/2024Ms. Tonya D. Wright, TreasurerDate

Maria Chavez

7/23/2024

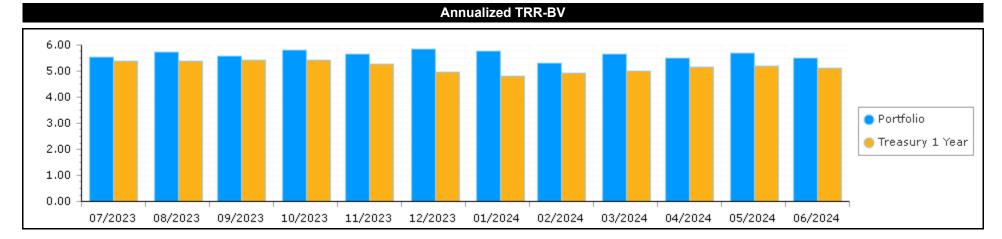
Ms. Maria Chavez, Comptroller

Date

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

| Month         | Beginning BV +<br>Accrued Interest | Interest Earned<br>During Period-BV | Realized<br>Gain/Loss-BV | Investment<br>Income-BV | Average Capital<br>Base-BV | TRR-BV | Annualized<br>TRR-BV | Treasury 1<br>Year |
|---------------|------------------------------------|-------------------------------------|--------------------------|-------------------------|----------------------------|--------|----------------------|--------------------|
| 7/31/2023     | 1,064,719,379.77                   | 4,732,471.83                        | 0.00                     | 4,732,471.83            | 1,054,659,707.32           | 0.45   | 5.52                 | 5.37               |
| 8/31/2023     | 1,031,259,580.77                   | 4,651,463.01                        | 0.00                     | 4,651,463.01            | 1,000,669,924.94           | 0.46   | 5.72                 | 5.37               |
| 9/30/2023     | 978,968,417.73                     | 4,363,168.15                        | 0.00                     | 4,363,168.15            | 965,023,626.87             | 0.45   | 5.56                 | 5.44               |
| 10/31/2023    | 959,346,752.10                     | 4,322,457.43                        | 0.00                     | 4,322,457.43            | 916,111,508.22             | 0.47   | 5.81                 | 5.42               |
| 11/30/2023    | 898,864,684.41                     | 4,040,609.97                        | 0.00                     | 4,040,609.97            | 882,303,586.50             | 0.46   | 5.64                 | 5.28               |
| 12/31/2023    | 888,002,006.70                     | 4,307,526.58                        | 0.00                     | 4,307,526.58            | 910,863,707.88             | 0.47   | 5.83                 | 4.96               |
| 1/31/2024     | 975,470,136.02                     | 4,874,456.55                        | 0.00                     | 4,874,456.55            | 1,043,014,005.93           | 0.47   | 5.76                 | 4.79               |
| 2/29/2024     | 1,108,312,637.01                   | 5,033,347.70                        | 0.00                     | 5,033,347.70            | 1,162,850,700.62           | 0.43   | 5.32                 | 4.92               |
| 3/31/2024     | 1,365,401,747.96                   | 6,249,931.69                        | 0.00                     | 6,249,931.69            | 1,362,108,858.66           | 0.46   | 5.65                 | 4.99               |
| 4/30/2024     | 1,325,615,812.12                   | 5,827,662.85                        | 0.00                     | 5,827,662.85            | 1,302,687,137.72           | 0.45   | 5.50                 | 5.14               |
| 5/31/2024     | 1,283,540,111.28                   | 5,848,243.10                        | 0.00                     | 5,848,243.10            | 1,267,230,760.55           | 0.46   | 5.68                 | 5.19               |
| 6/30/2024     | 1,236,709,738.57                   | 5,459,491.20                        | 0.00                     | 5,459,491.20            | 1,223,867,442.20           | 0.45   | 5.49                 | 5.11               |
| Total/Average | 1,064,719,379.77                   | 59,710,830.06                       | 0.00                     | 59,710,830.06           | 1,066,690,590.55           | 5.60   | 5.60                 | 5.17               |



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

#### **All Portfolios**

|                                  | Security Sec  | ctor Allocation             |                               |  |
|----------------------------------|---|-----------------------------|-------------------------------|--|
| Security Sector                  | Book Value<br>6/30/2023   | % of Portfolio<br>6/30/2023 | Book Value<br>6/30/2024       | % of Portfolio<br>6/30/2024  |
| Certificate Of Deposit           | 8,100,072.68  | 0.76                        | 0.00                          | 0.00   |
| Corporate                        | 53,181,893.12   | 5.00                        | 64,407,000.00                 | 5.35   |
| Local Government Investment Pool | 988,315,631.49  | 92.95                       | 1,135,252,178.22              | 94.33  |
| Money Market                     | 3,614,055.77  | 0.34                        | 3,805,601.64                  | 0.32   |
| Mutual Fund                      | 23,446.00   | 0.00                        | 23,446.00                     | 0.00   |
| US Agency                        | 9,994,962.70  | 0.94                        | 0.00                          | 0.00   |
| Total / Average                  | 1,063,230,061.76  | 100.00                      | 1,203,488,225.86              | 100.00   |
| Portfolio Holdings               | as of 6/30/2023   | Р                           | ortfolio Holdings as of 6/30/ | 2024   |
|                                  | <ul> <li>0.76%-Certificate Of</li> <li>5%-Corporate</li> <li>92.95%-Local Governm</li> <li>0.34%-Money Market</li> <li>0%-Mutual Fund</li> <li>0.94%-US Agency</li> </ul> |                             |                               | <ul> <li>0%-Certificate OfDe</li> <li>5.35%-Corporate</li> <li>94.33%-Local Governm</li> <li>0.32%-Money Market</li> <li>0%-Mutual Fund</li> <li>0%-US Agency</li> </ul> |

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

All Portfolios

|                                  | Security Ty             | pe Allocation               |                         |                             |
|----------------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|
| Security Type                    | Book Value<br>6/30/2023 | % of Portfolio<br>6/30/2023 | Book Value<br>6/30/2024 | % of Portfolio<br>6/30/2024 |
| Compound CD                      | 8,100,072.68            | 0.76                        | 0.00                    | 0.00                        |
| Corporate Bond                   | 53,181,893.12           | 5.00                        | 64,407,000.00           | 5.35                        |
| FHLB Bond                        | 5,000,737.21            | 0.47                        | 0.00                    | 0.00                        |
| FNMA Bond                        | 4,994,225.49            | 0.47                        | 0.00                    | 0.00                        |
| Local Government Investment Pool | 988,315,631.49          | 92.95                       | 1,135,252,178.22        | 94.33                       |
| Money Market                     | 3,614,055.77            | 0.34                        | 3,805,601.64            | 0.32                        |
| Mutual Fund                      | 23,446.00               | 0.00                        | 23,446.00               | 0.00                        |
| Total / Average                  | 1,063,230,061.76        | 100.00                      | 1,203,488,225.86        | 100.00                      |
|                                  |                         |                             |                         |                             |

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

All Portfolios

|                 | Maturity R  | ange Allocation             |                                 |   |
|-----------------|---|-----------------------------|---------------------------------|---|
| Maturity Range  | Market Value<br>6/30/2023   | % of Portfolio<br>6/30/2023 | Market Value<br>6/30/2024       | % of Portfolio<br>6/30/2024   |
| 0-1 Month       | 1,002,924,925.26  | 94.33                       | 1,154,057,779.86                | 95.89   |
| 1-3 Months      | 17,001,893.12   | 1.60                        | 38,300,000.00                   | 3.18  |
| 3-6 Months      | 35,167,788.50   | 3.31                        | 0.00                            | 0.00  |
| 9-12 Months     | 8,100,072.68  | 0.76                        | 11,107,000.00                   | 0.92  |
| N/A             | 20,437.84   | 0.00                        | 20,260.88                       | 0.00  |
| Total / Average | 1,063,215,117.40  | 100.00                      | 1,203,485,040.74                | 100.00  |
| Portfolio Hol   | ldings as of 6/30/2023  |                             | Portfolio Holdings as of 6/30/2 | 2024  |
|                 | <ul> <li>94.33%-0-1 M</li> <li>1.6%-1-3 M</li> <li>3.31%-3-6 M</li> <li>0.76%-9-12 M</li> <li>0%-N/A</li> </ul> |                             |                                 | <ul> <li>95.89%-0-1 M</li> <li>3.18%-1-3 M</li> <li>0%-3-6 M</li> <li>0.92%-9-12 M</li> <li>0%-N/A</li> </ul> |

## Fort Worth Independent School District

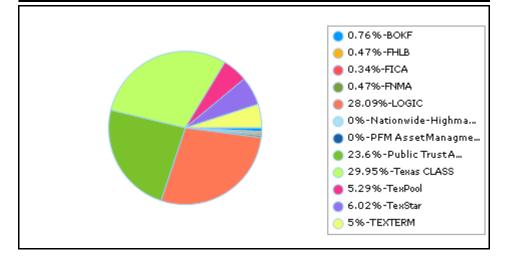
## **Distribution by Issuer - Market Value**

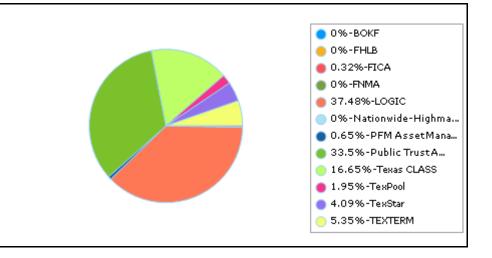
**All Portfolios** 

Begin Date: 6/30/2023, End Date: 6/30/2024

| Issuer Allocation        |                           |                             |                           |                             |  |  |  |  |  |
|--------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|--|--|--|--|--|
| Issuer                   | Market Value<br>6/30/2023 | % of Portfolio<br>6/30/2023 | Market Value<br>6/30/2024 | % of Portfolio<br>6/30/2024 |  |  |  |  |  |
| BOKF                     | 8,100,072.68              | 0.76                        | 0.00                      | 0.00                        |  |  |  |  |  |
| FHLB                     | 4,987,788.50              | 0.47                        | 0.00                      | 0.00                        |  |  |  |  |  |
| FICA                     | 3,614,055.77              | 0.34                        | 3,805,601.64              | 0.32                        |  |  |  |  |  |
| FNMA                     | 4,995,238.00              | 0.47                        | 0.00                      | 0.00                        |  |  |  |  |  |
| LOGIC                    | 298,654,010.42            | 28.09                       | 451,123,827.05            | 37.48                       |  |  |  |  |  |
| Nationwide-Highmark Bond | 20,437.84                 | 0.00                        | 20,260.88                 | 0.00                        |  |  |  |  |  |
| PFM Asset Managment      | 27,184.91                 | 0.00                        | 7,765,824.85              | 0.65                        |  |  |  |  |  |
| Public Trust Advisors    | 250,943,947.50            | 23.60                       | 403,196,875.01            | 33.50                       |  |  |  |  |  |
| Texas CLASS              | 318,415,626.69            | 29.95                       | 200,437,995.39            | 16.65                       |  |  |  |  |  |
| TexPool                  | 56,254,233.91             | 5.29                        | 23,449,128.01             | 1.95                        |  |  |  |  |  |
| TexStar                  | 64,020,628.06             | 6.02                        | 49,278,527.91             | 4.09                        |  |  |  |  |  |
| TEXTERM                  | 53,181,893.12             | 5.00                        | 64,407,000.00             | 5.35                        |  |  |  |  |  |
| Total / Average          | 1,063,215,117.40          | 100.00                      | 1,203,485,040.74          | 100.00                      |  |  |  |  |  |

#### Portfolio Holdings as of 6/30/2023





Portfolio Holdings as of 6/30/2024

## Fort Worth Independent School District

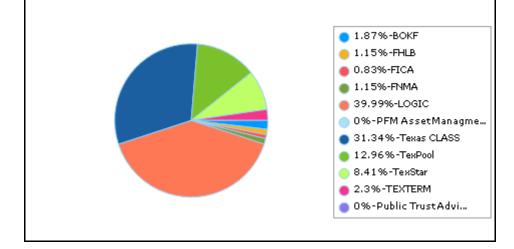
## **Distribution by Issuer - Market Value**

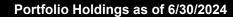
## **General Operating Fund**

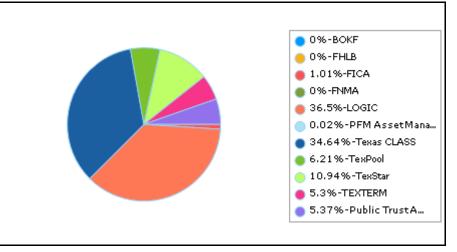
Begin Date: 6/30/2023, End Date: 6/30/2024

| Issuer Allocation     |                           |                             |                           |                             |  |  |  |  |
|-----------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|--|--|--|--|
| Issuer                | Market Value<br>6/30/2023 | % of Portfolio<br>6/30/2023 | Market Value<br>6/30/2024 | % of Portfolio<br>6/30/2024 |  |  |  |  |
| BOKF                  | 8,100,072.68              | 1.87                        | 0.00                      | 0.00                        |  |  |  |  |
| FHLB                  | 4,987,788.50              | 1.15                        | 0.00                      | 0.00                        |  |  |  |  |
| FICA                  | 3,614,055.77              | 0.83                        | 3,805,601.64              | 1.01                        |  |  |  |  |
| FNMA                  | 4,995,238.00              | 1.15                        | 0.00                      | 0.00                        |  |  |  |  |
| LOGIC                 | 173,600,271.41            | 39.99                       | 137,777,516.26            | 36.50                       |  |  |  |  |
| PFM Asset Managment   | 4,026.55                  | 0.00                        | 81,953.05                 | 0.02                        |  |  |  |  |
| Texas CLASS           | 136,069,225.84            | 31.34                       | 130,766,979.85            | 34.64                       |  |  |  |  |
| TexPool               | 56,254,233.91             | 12.96                       | 23,449,128.01             | 6.21                        |  |  |  |  |
| TexStar               | 36,532,429.35             | 8.41                        | 41,311,658.81             | 10.94                       |  |  |  |  |
| TEXTERM               | 10,001,893.12             | 2.30                        | 20,000,000.00             | 5.30                        |  |  |  |  |
| Public Trust Advisors | 0.00                      | 0.00                        | 20,288,470.00             | 5.37                        |  |  |  |  |
| Total / Average       | 434,159,235.13            | 100.00                      | 377,481,307.62            | 100.00                      |  |  |  |  |

#### Portfolio Holdings as of 6/30/2023







## Fort Worth Independent School District Distribution by Issuer - Market Value

## Interest & Sinking | Debt Service Fund

|                       | Issuer A   | llocation                   |                                  |   |
|-----------------------|--|-----------------------------|----------------------------------|---|
| Issuer                | Market Value<br>6/30/2023  | % of Portfolio<br>6/30/2023 | Market Value<br>6/30/2024        | % of Portfolio<br>6/30/2024   |
| LOGIC                 | 10,988,294.06  | 15.38                       | 70,964.75                        | 0.15  |
| PFM Asset Managment   | 19,319.88  | 0.03                        | 7,190.91                         | 0.02  |
| Texas CLASS           | 16,749,660.96  | 23.45                       | 10,338,818.20                    | 21.61   |
| TexStar               | 27,488,198.71  | 38.49                       | 7,966,869.10                     | 16.65   |
| TEXTERM               | 16,180,000.00  | 22.65                       | 18,300,000.00                    | 38.25   |
| Public Trust Advisors | 0.00   | 0.00                        | 11,156,986.52                    | 23.32   |
| Total / Average       | 71,425,473.61  | 100.00                      | 47,840,829.48                    | 100.00  |
| Portfolio Holdings as | of 6/30/2023   | P                           | ortfolio Holdings as of 6/30/202 | 4   |
|                       | <ul> <li>15.38%-LOGIC</li> <li>0.03%-PFM AssetMana</li> <li>23.45%-Texas CLASS</li> <li>38.49%-TexStar</li> <li>22.65%-TEXTERM</li> <li>0%-Public TrustAdvi</li> </ul> |                             |                                  | 0.15%-LOGIC<br>0.02%-PFM AssetMana<br>21.61%-Texas CLASS<br>16.65%-TexStar<br>38.25%-TEXTERM<br>23.32%-Public Trust |

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

|                       | Issuer A  | llocation                   |                           |   |
|-----------------------|---|-----------------------------|---------------------------|---|
| Issuer                | Market Value<br>6/30/2023   | % of Portfolio<br>6/30/2023 | Market Value<br>6/30/2024 | % of Portfolio<br>6/30/2024   |
| LOGIC                 | 101,337,958.21  | 19.76                       | 309,052,323.53            | 41.94   |
| PFM Asset Managment   | 3,838.48  | 0.00                        | 7,676,589.54              | 1.04  |
| Public Trust Advisors | 250,943,947.50  | 48.93                       | 371,751,418.49            | 50.45   |
| Texas CLASS           | 133,553,702.11  | 26.04                       | 22,596,356.17             | 3.07  |
| TEXTERM               | 27,000,000.00   | 5.26                        | 25,800,000.00             | 3.50  |
| Total / Average       | 512,839,446.30  | 100.00                      | 736,876,687.73            | 100.00  |
|                       | <ul> <li>19.76%-LOGIC</li> <li>0%-PFM AssetManagme</li> <li>48.93%-Public Trust</li> <li>26.04%-Texas CLASS</li> <li>5.26%-TEXTERM</li> </ul> |                             |                           | 41.94%-LOGIC<br>1.04%-PFM AssetMana<br>50.45%-Public Trust<br>3.07%-Texas CLASS<br>3.5%-TEXTERM |

| Description                    | Face Amount /  | Settlement Date | Cost Value     | Market Price | Market Value     | % Portfolio     | Credit Rating | Days To Call/Maturity |
|--------------------------------|----------------|-----------------|----------------|--------------|------------------|-----------------|---------------|-----------------------|
| CUSIP                          | Shares         | YTM @ Cost      | Book Value     | YTM @ Market | Accrued Interest | Unre. Gain/Loss | Credit Rating | Duration To Maturity  |
| Agency Campus Funds            |                |                 |                |              |                  |                 |               |                       |
| Texas CLASS LGIP               |                | 11/5/2021       | 35,016.21      | 100.00       | 35,016.21        | 0%              | NR            | 1                     |
| TXCLASS0011                    | 35,016.21      | 5.43            | 35,016.21      | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 35,016.21      |              | 35,016.21        | 0%              |               | 1                     |
| Sub Total Agency Campus Funds  | 35,016.21      | 5.43            | 35,016.21      | 5.43         |                  | 0.00            |               | 0                     |
| Campus Activity Fund           |                |                 |                |              |                  |                 |               |                       |
| Texas CLASS LGIP               |                | 5/31/2010       | 5,872,479.34   | 100.00       | 5,872,479.34     | 0.49%           | S&P-AA+       | 1                     |
| TXCLASS0005                    | 5,872,479.34   | 5.43            | 5,872,479.34   | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 5,872,479.34   |              | 5,872,479.34     | 0.49%           |               | 1                     |
| Sub Total Campus Activity Fund | 5,872,479.34   | 5.43            | 5,872,479.34   | 5.43         |                  | 0.00            |               | 0                     |
| CIP-2017 Bond Fund             |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP                     |                | 5/2/2018        | 11,802,517.09  | 100.00       | 11,802,517.09    | 0.98%           | NR            | 1                     |
| LOGIC13006                     | 11,802,517.09  | 5.41            | 11,802,517.09  | 5.41         |                  | 0.00            | NR            | C                     |
| PFM Asset Managment LGIP       |                | 11/23/2022      | 7,617,954.01   | 100.00       | 7,617,954.01     | 0.63%           | NR            | 1                     |
| PFM-1265-05                    | 7,617,954.01   | 5.43            | 7,617,954.01   | 5.43         |                  | 0.00            | NR            | C                     |
| Texas CLASS LGIP               |                | 5/4/2018        | 21,012,533.19  | 100.00       | 21,012,533.19    | 1.75%           | NR            | 1                     |
| TXCLASS0009                    | 21,012,533.19  | 5.43            | 21,012,533.19  | 5.43         |                  | 0.00            | NR            | C                     |
|                                |                |                 | 40,433,004.29  |              | 40,433,004.29    | 3.36%           |               | 1                     |
| Sub Total CIP-2017 Bond Fund   | 40,433,004.29  | 5.42            | 40,433,004.29  | 5.42         |                  | 0.00            |               | 0                     |
| CIP-2021 Bond Fund             |                |                 |                |              |                  |                 |               |                       |
| LOGIC LGIP                     |                | 9/7/2022        | 297,249,806.44 | 100.00       | 297,249,806.44   | 24.7%           | NR            | 1                     |
| LOGIC13008                     | 297,249,806.44 | 5.41            | 297,249,806.44 | 5.41         |                  | 0.00            | NR            | C                     |
| PFM Asset Managment LGIP       |                | 11/23/2022      | 58,635.53      | 100.00       | 58,635.53        | 0%              | NR            | 1                     |
| PFM-1265-06                    | 58,635.53      | 5.43            | 58,635.53      | 5.43         |                  | 0.00            | NR            | 0                     |
| Public Trust Advisors LGIP     |                | 6/5/2023        | 371,751,418.49 | 100.00       | 371,751,418.49   | 30.89%          | NR            | 1                     |
| SPP-0001                       | 371,751,418.49 | 5.47            | 371,751,418.49 | 5.47         |                  | 0.00            | NR            | C                     |

| Description<br>CUSIP         | Face Amount /<br>Shares | Settlement Date<br>YTM @ Cost | Cost Value<br>Book Value | Market Price<br>YTM @ Market | Market Value<br>Accrued Interest | % Portfolio<br>Unre. Gain/Loss | Credit Rating<br>Credit Rating | Days To Call/Maturity<br>Duration To Maturity |
|------------------------------|-------------------------|-------------------------------|--------------------------|------------------------------|----------------------------------|--------------------------------|--------------------------------|---|
| Texas CLASS LGIP             |                         | 2/27/2023                     | 1,583,822.98             | 100.00                       | 1,583,822.98                     | 0.13%                          | NR                             | 1   |
| TXCLASS0012                  | 1,583,822.98            | 5.43                          | 1,583,822.98             | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| TEXTERM 5.31 6/9/2025        |                         | 6/14/2024                     | 10,800,000.00            | 100.00                       | 10,800,000.00                    | 0.9%                           | NR                             | 344   |
| TEXTERM1265-066              | 10,800,000.00           | 5.31                          | 10,800,000.00            | 5.31                         | 25,488.00                        | 0.00                           | NR                             | 0.94  |
| TEXTERM 5.84 7/12/2024       |                         | 10/19/2023                    | 15,000,000.00            | 100.00                       | 15,000,000.00                    | 1.25%                          | None                           | 12  |
| TEXTERM1265-063              | 15,000,000.00           | 5.84                          | 15,000,000.00            | 5.84                         | 613,200.00                       | 0.00                           | None                           | 0.03  |
|                              |                         |                               | 696,443,683.44           |                              | 696,443,683.44                   | 57.87%                         |                                | 7   |
| Sub Total CIP-2021 Bond Fund | 696,443,683.44          | 5.45                          | 696,443,683.44           | 5.45                         | 638,688.00                       | 0.00                           |                                | 0.02  |
| Food Service Fund            |                         |                               |                          |                              |                                  |                                |                                |   |
| Texas CLASS LGIP             |                         | 2/14/2012                     | 30,234,840.14            | 100.00                       | 30,234,840.14                    | 2.51%                          | S&P-AA+                        | 1   |
| TXCLASS0002                  | 30,234,840.14           | 5.43                          | 30,234,840.14            | 5.43                         |                                  | 0.00                           | NR                             | 0   |
|                              |                         |                               | 30,234,840.14            |                              | 30,234,840.14                    | 2.51%                          |                                | 1   |
| Sub Total Food Service Fund  | 30,234,840.14           | 5.43                          | 30,234,840.14            | 5.43                         |                                  | 0.00                           |                                | 0   |
| General Operating Fund       |                         |                               |                          |                              |                                  |                                |                                |   |
| FICA MM                      |                         | 2/8/2016                      | 3,805,601.64             | 100.00                       | 3,805,601.64                     | 0.32%                          | NR                             | 1   |
| FICA9057-GO                  | 3,805,601.64            | 5.23                          | 3,805,601.64             | 5.23                         |                                  | 0.00                           | NR                             | 0   |
| LOGIC LGIP                   |                         | 4/30/2004                     | 137,777,516.26           | 100.00                       | 137,777,516.26                   | 11.45%                         | NR                             | 1   |
| LOGIC13001                   | 137,777,516.26          | 5.41                          | 137,777,516.26           | 5.41                         |                                  | 0.00                           | NR                             | 0   |
| PFM Asset Managment LGIP     |                         | 7/18/2022                     | 81,953.05                | 100.00                       | 81,953.05                        | 0.01%                          | NR                             | 1   |
| PFM-1265-03                  | 81,953.05               | 5.43                          | 81,953.05                | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| Public Trust Advisors LGIP   |                         | 3/27/2024                     | 20,288,470.00            | 100.00                       | 20,288,470.00                    | 1.69%                          | NR                             | 1   |
| SPP-0002                     | 20,288,470.00           | 5.47                          | 20,288,470.00            | 5.47                         |                                  | 0.00                           | NR                             | 0   |
| Texas CLASS LGIP             |                         | 5/31/2010                     | 130,766,979.85           | 100.00                       | 130,766,979.85                   | 10.87%                         | S&P-AA+                        | 1   |
| TXCLASS0001                  | 130,766,979.85          | 5.43                          | 130,766,979.85           | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| TexPool LGIP                 |                         | 6/30/2010                     | 23,449,128.01            | 100.00                       | 23,449,128.01                    | 1.95%                          | S&P-AA+                        | 1   |
| TEXPOOL00001                 | 23,449,128.01           | 5.31                          | 23,449,128.01            | 5.31                         |                                  | 0.00                           | NR                             | 0   |

| Description<br>CUSIP                                | Face Amount /<br>Shares | Settlement Date<br>YTM @ Cost | Cost Value<br>Book Value | Market Price<br>YTM @ Market | Market Value<br>Accrued Interest | % Portfolio<br>Unre. Gain/Loss | Credit Rating<br>Credit Rating | Days To Call/Maturity<br>Duration To Maturity |
|---|-------------------------|-------------------------------|--------------------------|------------------------------|----------------------------------|--------------------------------|--------------------------------|---|
| TexStar LGIP  |                         | 5/31/2010                     | 41,311,658.81            | 100.00                       | 41,311,658.81                    | 3.43%                          | S&P-AA+                        | 1   |
| TEXSTAR11110  | 41,311,658.81           | 5.31                          | 41,311,658.81            | 5.31                         |                                  | 0.00                           | NR                             | 0   |
| TEXTERM 5.85 8/9/2024                               |                         | 8/15/2023                     | 20,000,000.00            | 100.00                       | 20,000,000.00                    | 1.66%                          | NR                             | 40  |
| TEXTERM1265-032                                     | 20,000,000.00           | 5.85                          | 20,000,000.00            | 5.85                         | 1,036,750.00                     | 0.00                           | NR                             | 0.11  |
|   |                         |                               | 377,481,307.62           |                              | 377,481,307.62                   | 31.38%                         |                                | 3   |
| Sub Total General Operating Fund                    | 377,481,307.62          | 5.42                          | 377,481,307.62           | 5.42                         | 1,036,750.00                     | 0.00                           |                                | 0.01  |
| Interest & Sinking   Debt Service Fund              |                         |                               |                          |                              |                                  |                                |                                |   |
| LOGIC LGIP  |                         | 12/2/2014                     | 70,964.75                | 100.00                       | 70,964.75                        | 0.01%                          | NR                             | 1   |
| LOGIC13003  | 70,964.75               | 5.41                          | 70,964.75                | 5.41                         |                                  | 0.00                           | NR                             | 0   |
| PFM Asset Managment LGIP                            |                         | 7/21/2022                     | 7,190.91                 | 100.00                       | 7,190.91                         | 0%                             | NR                             | 1   |
| PFM-1265-04   | 7,190.91                | 5.43                          | 7,190.91                 | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| Public Trust Advisors LGIP                          |                         | 3/28/2024                     | 11,156,986.52            | 100.00                       | 11,156,986.52                    | 0.93%                          | NR                             | 1   |
| SPP-0003  | 11,156,986.52           | 5.47                          | 11,156,986.52            | 5.47                         |                                  | 0.00                           | NR                             | 0   |
| Texas CLASS LGIP                                    |                         | 5/31/2010                     | 10,338,818.20            | 100.00                       | 10,338,818.20                    | 0.86%                          | S&P-AA+                        | 1   |
| TXCLASS0003   | 10,338,818.20           | 5.43                          | 10,338,818.20            | 5.43                         |                                  | 0.00                           | NR                             | 0   |
| TexStar LGIP  |                         | 5/31/2010                     | 7,966,869.10             | 100.00                       | 7,966,869.10                     | 0.66%                          | S&P-AA+                        | 1   |
| TEXSTAR33330  | 7,966,869.10            | 5.31                          | 7,966,869.10             | 5.31                         |                                  | 0.00                           | NR                             | 0   |
| TEXTERM 5.34 8/12/2024                              |                         | 3/1/2024                      | 18,300,000.00            | 100.00                       | 18,300,000.00                    | 1.52%                          | NR                             | 43  |
| TEXTERM1265-045                                     | 18,300,000.00           | 5.34                          | 18,300,000.00            | 5.34                         | 325,740.00                       | 0.00                           | NR                             | 0.12  |
|   |                         |                               | 47,840,829.48            |                              | 47,840,829.48                    | 3.98%                          |                                | 17  |
| Sub Total Interest & Sinking   Debt Service<br>Fund | 47,840,829.48           | 5.39                          | 47,840,829.48            | 5.39                         | 325,740.00                       | 0.00                           |                                | 0.05  |
| Real Estate Proceeds                                |                         |                               |                          |                              |                                  |                                |                                |   |
| LOGIC LGIP  |                         | 11/4/2020                     | 4,223,022.51             | 100.00                       | 4,223,022.51                     | 0.35%                          | NR                             | 1   |
| LOGIC13007  | 4,223,022.51            | 5.41                          | 4,223,022.51             | 5.41                         |                                  | 0.00                           | NR                             | 0   |
|   |                         |                               | 4,223,022.51             |                              | 4,223,022.51                     | 0.35%                          |                                | 1   |
| Sub Total Real Estate Proceeds                      | 4,223,022.51            | 5.41                          | 4,223,022.51             | 5.41                         |                                  | 0.00                           |                                | 0   |
| Scholarships  |                         |                               | 13                       | 32                           |                                  |                                |                                |   |

| Description                      | Face Amount /    | Settlement Date | Cost Value       | Market Price | Market Value     | % Portfolio     | Credit Rating | Days To Call/Maturity |
|----------------------------------|------------------|-----------------|------------------|--------------|------------------|-----------------|---------------|-----------------------|
| CUSIP                            | Shares           | YTM @ Cost      | Book Value       | YTM @ Market | Accrued Interest | Unre. Gain/Loss | Credit Rating | Duration To Maturity  |
| Nationwide-Highmark Bond         |                  | 4/19/2002       | 23,446.00        | 9.16         | 20,260.88        | 0%              | NR            |                       |
| HIGHMARK857                      | 2,211.89         |                 | 23,446.00        |              |                  | -3,185.12       | NR            |                       |
| PFM Asset Managment LGIP         |                  | 6/25/2024       | 91.35            | 100.00       | 91.35            | 0%              | NR            | 1                     |
| PFM-1265-07                      | 91.35            | 5.43            | 91.35            | 5.43         |                  | 0.00            | NR            | 0                     |
| Texas CLASS LGIP                 |                  | 4/24/2014       | 583,035.08       | 100.00       | 583,035.08       | 0.05%           | S&P-AA+       | 1                     |
| TXCLASS0008                      | 583,035.08       | 5.43            | 583,035.08       | 5.43         |                  | 0.00            | NR            | 0                     |
| TEXTERM 5.27 6/12/2025           |                  | 6/27/2024       | 307,000.00       | 100.00       | 307,000.00       | 0.03%           | NR            | 347                   |
| TEXTERM1265-07                   | 307,000.00       | 5.27            | 307,000.00       | 5.27         | 134.82           | 0.00            | NR            | 0.95                  |
|                                  |                  |                 | 913,572.43       |              | 910,387.31       | 0.08%           |               | 120                   |
| Sub Total Scholarships           | 892,338.32       | 5.37            | 913,572.43       | 5.37         | 134.82           | -3,185.12       |               | 0.33                  |
| Student Activity Funds           |                  |                 |                  |              |                  |                 |               |                       |
| Texas CLASS LGIP                 |                  | 11/5/2021       | 10,470.40        | 100.00       | 10,470.40        | 0%              | NR            | 1                     |
| TXCLASS0010                      | 10,470.40        | 5.43            | 10,470.40        | 5.43         |                  | 0.00            | NR            | 0                     |
|                                  |                  |                 | 10,470.40        |              | 10,470.40        | 0%              |               | 1                     |
| Sub Total Student Activity Funds | 10,470.40        | 5.43            | 10,470.40        | 5.43         |                  | 0.00            |               | 0                     |
|                                  |                  |                 | 1,203,488,225.86 |              | 1,203,485,040.74 | 100.00%         |               | 6                     |
| TOTAL PORTFOLIO                  | 1,203,466,991.75 | 5.44            | 1,203,488,225.86 | 5.44         | 2,001,312.82     | -3,185.12       |               | 0.01                  |

# Annual Investment Report-ending 6-30-2024

Final Audit Report

2024-07-24

| Created:        | 2024-07-23                                   |
|-----------------|--|
| By:             | Tonya Wright (tonya.wright@fwisd.org)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAIqJuFfHJxTuizavM1Z6sVQ9dJIvTH5-E |
|                 |  |

## "Annual Investment Report-ending 6-30-2024" History

- Document created by Tonya Wright (tonya.wright@fwisd.org) 2024-07-23 - 8:30:59 PM GMT- IP address: 216.200.134.62
- Document emailed to Maria Chavez (maria.chavez@fwisd.org) for signature 2024-07-23 - 8:32:00 PM GMT
- Email viewed by Maria Chavez (maria.chavez@fwisd.org) 2024-07-23 - 8:32:03 PM GMT- IP address: 54.212.31.184
- Document e-signed by Maria Chavez (maria.chavez@fwisd.org) Signature Date: 2024-07-24 - 0:57:01 AM GMT - Time Source: server- IP address: 216.200.134.62
- Document emailed to Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) for signature 2024-07-24 0:57:02 AM GMT
- Email viewed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) 2024-07-24 - 0:57:05 AM GMT- IP address: 54.212.31.184
- Document e-signed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) Signature Date: 2024-07-24 - 3:01:46 PM GMT - Time Source: server- IP address: 216.200.134.62
- Agreement completed.
   2024-07-24 3:01:46 PM GMT

Adobe Acrobat Sign

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE RESOLUTION OF THE ANNUAL REVIEW OF INVESTMENT POLICIES AND STRATEGIES

#### **BACKGROUND:**

As required by Texas Government Code §2256.005 and Board Policy CDA(LEGAL), the District's investment policies and strategies must be reviewed annually. Any changes made to either the investment policy or investment strategies must be documented in writing.

This year, staff recommends adding the Assistant Comptroller to the designated Investment Officers in order to allow for an additional officer to make investment decisions in the absence of other Investment Officers. All investment decisions require at least two Investment Officers to sign off before a transaction is executed. This addition, as well as the policies and strategies recommended, were developed with the assistance of TASB Policy Services, meet all of the District's investment needs, and are in compliance with the Public Funds Investment Act, as contained in Chapter 2256 of the Texas Government Code.

For disclosure and transparency purposes, Ms. Carmen Arrieta-Candelaria, Chief Financial Officer, was elected to the Texas CLASS Investment Pool (TCIF) Board of Trustees in April 2022 and re-elected in April 2024 for an additional two-year term. TCIF is overseen by the Board of Trustees which is comprised of active members of the pool and elected by the participants. Any municipality, county, school district, or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate is eligible to participate in the TCIF. Ms. Arrieta-Candelaria has filed the necessary FORM CIS – Conflict of Interest Statement with the Procurement Services Department. Additional information regarding the TCIF can be obtained at https://www.texasclass.com.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES**:

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

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Resolution of the Annual Review of Investment Policies and Strategies

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost Not Applicable

## COST:

No Cost

## VENDOR(S)/PROVIDER(S):

Not Applicable

## **PURCHASING MECHANISM:**

Not a Purchase

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

Division of Business and Finance

## RATIONALE:

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

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

## RESOLUTION INVESTMENT POLICIES AND STRATEGIES BOARD OF EDUCATION BOARD MEETING: AUGUST 27, 2024 FORT WORTH INDEPENDENT SCHOOL DISTRICT

On this 27<sup>th</sup> day of August, 2024, the Board of Education (BOE) for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and;

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

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

**WHEREAS**, the District last reviewed its investment policies and strategies as contained in CDA (Legal and Local) on August 22, 2023; and

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

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

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

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

**NOW, THEREFORE, BE IT IS FURTHER RESOLVED** that the below list of qualified investment brokers are approved to engage in investment transactions for the district. All investment brokers recommended are licensed to sell and transact business in the State of Texas

and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

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

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

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

## **PASSED AND ADOPTED** this 27<sup>th</sup> day of August, 2024.

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

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

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on August 27, 2024.

Dr. Camille Rodriguez, President Board of Education

**ATTEST:** 

Anael Luebanos, Secretary Board of Education

## CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## **TOPIC:** APPROVE ANNUAL TIME AND ATTENDANCE SOFTWARE HOSTING

## **BACKGROUND:**

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

Kronos hosting enables the District to utilize the timekeeping software applications in a managed cloud environment providing enhanced security to ensure business continuity during potential malware attacks. This service period is from September 28, 2024 through September 27, 2025.

## **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES**:

- 1. Approve Annual Time and Attendance Software Hosting
- 2. Decline to Approve Annual Time and Attendance Software Hosting
- 3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Annual Time and Attendance Software Hosting

## **FUNDING SOURCE:** Additional Details

General Fund 199-41-6299-412

## COST:

\$252,427.98

## VENDOR(S)/PROVIDER(S):

Kronos Incorporated, A UKG Company

## **PURCHASING MECHANISM:**

Competitive Solicitation

Solicitation Statistics Fort Worth ISD RFP Number: 17-023 Number of Responses received: 5 HUB Firms: 0 Compliant Responses: 5

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

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

All Campuses and Administrative Offices

## RATIONALE:

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

## **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer



#### **Support Services Quote** Page 1 of 3

|                                  |             | Quote Type:<br>Customer:    | Subscription<br>FORT WORTH ISD                           |
|----------------------------------|-------------|-----------------------------|--|
| Payment Terms:                   | Net 30 Days | Solution ID:<br>Contract #: | 6028286<br>1171077 S01-APR-24                            |
| Currency:<br>Customer PO Number: | USD         | Date:<br>Prepared by:       | 01-APR-2024<br>Jeana Spivak / US PublicSector4 - Hosting |
|                                  |             |                             |  |

FORT WORTH INDEPENDENT SCHOOL DISTRICT Ship To: FORT WORTH ISD Bill To: 7060 CAMP BOWIE BLVD FORT WORTH TX 76116-7119 FORT WORTH TX 76102 UNITED STATES UNITED STATES

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

## **CONTRACT SUMMARY**

1850 I M TERRELL WAY

Contract Period: 28-SEP-2024 - 27-SEP-2025

| Description               | Support Services | Estimated Tax | Subtotal   |
|---------------------------|------------------|---------------|------------|
| Software Support Services | 252,427.98       | 0.00          | 252,427.98 |
| Total                     | 252,427.98       | 0.00          | 252,427.98 |

Annualized Contract Value: 252,427.98

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

## **IMPORTANT NOTES**

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

| FORT WORTH INDEPENDENT SCHOOL<br>DISTRICT | UKG KRONOS SYSTEMS LLC |
|---|------------------------|
| Signature:                                | Signature:             |
| Name:                                     | Name:                  |
| Title:                                    | Title:                 |
| Date:                                     | Date:                  |





| Payment<br>Currency<br>Custome |   | Quote Type:SubscriptionCustomer:FORT WORTH ISDSolution ID:6028286Contract #:1171077 S01-APR-24Date:Prepared by:Jeana Spivak / US PublicSector4 - Hosting |
|--------------------------------|---|--|
| Bill To:                       | FORT WORTH INDEPENDENT SCHOOL DISTRICT<br>7060 CAMP BOWIE BLVD<br>FORT WORTH TX 76116-7119<br>UNITED STATES | Ship To: FORT WORTH ISD<br>1850 I M TERRELL WAY<br>FORT WORTH TX 76102<br>UNITED STATES  |
| Contact:<br>Email:             | ACCOUNTS PAYABLE<br>accountspayables@fwisd.org  |  |
|                                | COSTMARE  |  |

## SOFTWARE SUPPORT SERVICES

| Line | Support Service<br>Level  | Covered Product                   | License<br>Count | Start Date  | End Date    | Duration (days) |
|------|---|-----------------------------------|------------------|-------------|-------------|-----------------|
| 1    | Cloud Hosting Add<br>UKG Enterprise<br>Archive Fee Per<br>Month | KRONOS ENTERPRISE ARCHIVE V8      | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 2    | Cloud Hosting WFC<br>Add Non Prod Per<br>Month                  | WORKFORCE TIMEKEEPER V8           | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 3    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | KSS TOOL, ATTESTATION TOOL KIT V8 | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 4    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | KSS TOOL,FT-PT ANALYSIS REPORT V8 |                  | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 5    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE ATTENDANCE V8           | 13,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 6    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE EMPLOYEE V8             | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 7    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE INTEGRATION MANAGER V8  | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 8    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE LEAVE V8                | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 9    | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE MANAGER V8              | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 10   | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE MOBILE EMPLOYEE V8      | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 11   | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE MOBILE MANAGER V8       | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 12   | Cloud Hosting WFC<br>Base Fee per<br>Month                      | WORKFORCE TIMEKEEPER V8           | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 13   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month              | KSS TOOL, ATTESTATION TOOL KIT V8 | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |



# Support Services Quote Page 3 of 3

| Line | Support Service<br>Level                           | Covered Product                   | License<br>Count | Start Date  | End Date    | Duration (days) |
|------|--|-----------------------------------|------------------|-------------|-------------|-----------------|
| 14   | Per Month  | KSS TOOL,FT-PT ANALYSIS REPORT V8 |                  | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 15   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE ATTENDANCE V8           | 13,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 16   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE EMPLOYEE V8             | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 17   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE INTEGRATION MANAGER V8  | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 18   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE LEAVE V8                | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 19   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE MANAGER V8              | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 20   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE MOBILE EMPLOYEE V8      | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 21   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE MOBILE MANAGER V8       | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 22   | Cloud Hosting WFC<br>Per Employee Fee<br>Per Month | WORKFORCE TIMEKEEPER V8           | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |

|                           | Support<br>Services | Estimated Tax | Subtotal   |
|---------------------------|---------------------|---------------|------------|
| Software Support Services | 252,427.98          | 0.00          | 252,427.98 |



# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE ANNUAL MAINTENANCE RENEWAL FOR TIME AND ATTENDANCE SOFTWARE

#### **BACKGROUND:**

On November 15, 2016, the board approved the purchase of our current Time and Attendance Software. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the ERP timekeeping module and the District's Time and Attendance clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees. The service period is from September 28, 2024 through September 27, 2025.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Approve Annual Maintenance Renewal for Time and Attendance Software
- 2. Decline to Approve Annual Maintenance Renewal for Time and Attendance Software
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Annual Maintenance Renewal for Time and Attendance Software

| <b>FUNDING SOURCE:</b> | Additional Details  |
|------------------------|---|
| General Fund           | 199-41-6399-412 (\$231,576.53)<br>199-41-6249-412 (\$37,848.77) |

#### COST:

\$269,425.30

#### VENDOR(S)/PROVIDER(S):

Kronos Incorporated, A UKG Company

#### **PURCHASING MECHANISM:**

Competitive Solicitation

Solicitation Statistics Fort Worth ISD RFP Number: 17-023 Number of Responses received: 5 HUB Firms: 0 Compliant Responses: 5

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

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

All Campuses and Administrative Offices

# RATIONALE:

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

#### **INFORMATION SOURCE**:

Carmen Arrieta-Candelaria, Chief Financial Officer



#### **Support Services Quote** Page 1 of 2

100 N UNIVERSITY DR SUITE 140-H

|                     |             | Quote Type:  | Renewal                         |
|---------------------|-------------|--------------|---------------------------------|
|                     |             | Customer:    | FORT WORTH ISD                  |
|                     |             | Solution ID: | 6028286                         |
| Payment Terms:      | Net 30 Days | Contract #:  | 1171077 R01-APR-24              |
| Currency:           | USD         | Date:        | 01-APR-2024                     |
| Customer PO Number: |             | Prepared by: | Jeana Spivak / US PublicSector4 |
|                     |             |              |                                 |

FORT WORTH INDEPENDENT SCHOOL DISTRICT Ship To: FORT WORTH ISD Bill To: 7060 CAMP BOWIE BLVD FORT WORTH TX 76116-7119 FORT WORTH TX 76107-1360 UNITED STATES UNITED STATES

Contact: ACCOUNTS PAYABLE Email: accountspayables@fwisd.org

# **CONTRACT SUMMARY**

Contract Period: 17-AUG-2024 - 27-SEP-2025

| Description                | Support Services | Estimated Tax | Subtotal   |
|----------------------------|------------------|---------------|------------|
| Software Support Services  | 221,590.91       | 0.00          | 221,590.91 |
| Equipment Support Services | 37,848.77        | 0.00          | 37,848.77  |
| Educational Services       | 9,985.62         | 0.00          | 9,985.62   |
| Total                      | 269,425.30       | 0.00          | 269,425.30 |

Annualized Contract Value: 269,413.91

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

#### **IMPORTANT NOTES**

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

| FORT WORTH INDEPENDENT SCHOOL<br>DISTRICT | UKG KRONOS SYSTEMS LLC |
|---|------------------------|
| Signature:                                | Signature:             |
| Name:                                     | Name:                  |
| Title:                                    | Title:                 |
| Date:                                     | Date:                  |
|   |                        |



| Payment<br>Currency<br>Custome |   | Quote Type:RenewalCustomer:FORT WORTH ISDSolution ID:6028286Contract #:1171077 R01-APR-24Date:Prepared by:Jeana Spivak / US PublicSector4 |
|--------------------------------|---|---|
| Bill To:                       | FORT WORTH INDEPENDENT SCHOOL DISTRICT<br>7060 CAMP BOWIE BLVD<br>FORT WORTH TX 76116-7119<br>UNITED STATES | Ship To: FORT WORTH ISD<br>100 N UNIVERSITY DR SUITE 140-H<br>FORT WORTH TX 76107-1360<br>UNITED STATES                                   |
| Contact:<br>Email:             | ACCOUNTS PAYABLE<br>accountspayables@fwisd.org  |   |
|                                |   |   |

# SOFTWARE SUPPORT SERVICES

| Line | Support Service<br>Level | Covered Product                    | License<br>Count | Start Date  | End Date    | Duration (days) |
|------|--------------------------|------------------------------------|------------------|-------------|-------------|-----------------|
| 1    | Gold                     | KRONOS ENTERPRISE ARCHIVE V8       | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 2    | Gold                     | KSS TOOL, ATTESTATION TOOL KIT V8  | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 3    | Gold                     | KSS TOOL, FT-PT ANALYSIS REPORT V8 |                  | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 4    | Gold                     | WORKFORCE ATTENDANCE V8            | 13,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 5    | Gold                     | WORKFORCE EMPLOYEE V8              | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 6    | Gold                     | WORKFORCE INTEGRATION MANAGER V8   | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 7    | Gold                     | WORKFORCE LEAVE V8                 | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 8    | Gold                     | WORKFORCE MANAGER V8               | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 9    | Gold                     | WORKFORCE MOBILE EMPLOYEE V8       | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 10   | Gold                     | WORKFORCE MOBILE MANAGER V8        | 1,100            | 28-SEP-2024 | 27-SEP-2025 | 365             |
| 11   | Gold                     | WORKFORCE TIMEKEEPER V8            | 15,000           | 28-SEP-2024 | 27-SEP-2025 | 365             |

|                           | Support<br>Services | Estimated Tax | Subtotal   |  |
|---------------------------|---------------------|---------------|------------|--|
| Software Support Services | 221,590.91          | 0.00          | 221,590.91 |  |
|                           |                     |               |            |  |

#### **EQUIPMENT SUPPORT SERVICES**

| Line | Support Service<br>Level       | Covered Product          | Quantity | Start Date  | End Date    | Duration (days) |
|------|--------------------------------|--------------------------|----------|-------------|-------------|-----------------|
| 1    | Equipment Service<br>Pack Only | Data Collection: InTouch | 1        | 17-AUG-2024 | 27-SEP-2025 | 407             |
| 2    | Equipment Service<br>Pack Only | Data Collection: InTouch | 287      | 28-SEP-2024 | 27-SEP-2025 | 365             |

|                            | Support<br>Services | Estimated Tax | Subtotal  |  |
|----------------------------|---------------------|---------------|-----------|--|
| Equipment Support Services | 37,848.77           | 0.00          | 37,848.77 |  |
|                            |                     |               |           |  |

#### EDUCATIONAL SERVICES

| Line Support S                | Lovered P | roduct License Count | Start Date  | End Date    | Duration (days) |
|-------------------------------|-----------|----------------------|-------------|-------------|-----------------|
| 1 Ed Services<br>Subscription |           |                      | 28-SEP-2024 | 27-SEP-2025 | 365             |

|                      | Support<br>Services | Estimated Tax | Subtotal |
|----------------------|---------------------|---------------|----------|
| Educational Services | 9,985.62            | 0.00          | 9,985.62 |



# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

### **TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR HHSC MEDICAID ADMINISTRATIVE CLAIMING (MAC)

## **BACKGROUND:**

The school-based Medicaid Administrative Claiming (MAC) program provides Texas school districts the opportunity to obtain reimbursement for certain costs related to health administrative activities that support the Medicaid program. In order for the cost to be allowable and reimbursable under Medicaid, the activities must be found to be necessary for the proper and efficient administration under the Texas Medicaid State Plan, and must adhere to applicable requirements as defined in State and Federal law.

School districts can be reimbursed for certain medical and health-related activities such as outreach services delivered to students within the District, regardless of whether the student is Medicaid eligible or not, and without any impact on other similar services the student may receive outside the District. Outreach services may be provided to a student or their family and may include activities such as coordinating, referring, or assisting the student/family in accessing needed medical/health or mental care services.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

1. Approve authorization to negotiate and enter into an agreement for HHSC Medicaid Administrative Claiming (MAC).

2. Decline to Approve authorization to negotiate and enter into an agreement for HHSC Medicaid Administrative Claiming (MAC).

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve authorization to negotiate and enter into an agreement for HHSC Medicaid Administrative Claiming (MAC).

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost Not Applicable

COST:

No Cost

# VENDOR(S)/PROVIDER(S):

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

District-wide

#### RATIONALE:

Revenue generated from MAC claims is dedicated to the provision of health services and may be used to enhance, improve, and/or expand the level and quality of health/medical services provided to all students within the district. All MAC expenditures which are subject to reimbursement are Title XIX funds.

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC:</u>** APPROVE CONTRACT WITH ESC REGION 11 TO PROVIDE EVERY STUDENT SUCCEEDS ACT (ESSA) EQUITABLE SERVICES TO PRIVATE NONPROFIT SCHOOLS

#### **BACKGROUND:**

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

Fort Worth ISD contracts with ESC Region 11 to act as the fiscal agent for the district set-aside funds for private and non-profit schools. This includes handling negotiations with the PNPs, assisting with student identifications, ensuring all federal guidelines are followed, processing all financial requests, and reporting to Fort Worth ISD at the end of the year.

ESC Region 11 contract is to be effective September 1, 2024 and should end August 31, 2025. The total contract amount is \$675,592 which includes the required ESSA set asides for private non-profit schools. Administration costs for 2024-2025 should not exceed \$86,625.

#### STRATEGIC GOAL:

1 - Increase Student Achievement

#### **ALTERNATIVES**:

1. Approve Shared Services Agreement with ESC Region 11 to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

2. Decline to approve Shared Services Agreement with ESC Region 11 to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Shared Services Agreement with ESC Region 11 to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

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

Special Revenue Provide the Fund, Function, Object, and Owner Code 211-21-6239-510 255-21-6239-528 263-21-6239-590

# COST:

2024-2025 Required Set-Aside NOT TO EXCEED:Title I, Part A\$370,156Title II, Part A\$229,149Title III, Part A\$3,312

2024-2025Region 11 Administration of Programs:Title I, Part A\$52,500Title II, Part A\$21,000Title III, Part A\$13,125

#### VENDOR(S)/PROVIDER(S):

ESC Region 11

# **PURCHASING MECHANISM:**

Interlocal Agreement

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

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

#### RATIONALE:

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

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

#### **INFORMATION SOURCE**:

Carmen Arrieta-Candelaria, Chief Financial Officer



### FORT WORTH ISD Contract Summary for

#### **Instructional Services Cooperative Title I, Part**

#### A, Private/Non-Profit Services v7

Enrollment Period: 09/01/2024 - 08/31/2025

Last Year Enrollment: 71060

Do you wish to sign up for the Instructional Services Title I, Part A, Private/Non-Profit Services Contract? If yes, please enter the number of private/non-profit students in the box on the right

| Answer | Price       |
|--------|-------------|
| 832.00 | \$52,500.00 |
|        |             |
|        |             |
|        |             |
|        | \$52,500.00 |

Total:



## FORT WORTH ISD Contract Summary for

#### Instructional Services Cooperative Title II, Part A

#### Private/Non-Profit Services v4

#### Enrollment Period: 09/01/2024 - 08/31/2025

#### Last Year Enrollment: 71060

Do you wish to sign up for the Instructional Services SSA Title II Private/Non-Profit Services Contract? If yes, please enter the number of private/non-profit campuses the box on the right.

| Answer |       | Price       |
|--------|-------|-------------|
|        | 20.00 | \$21,000.00 |
|        |       |             |
|        |       |             |
|        |       |             |
|        |       | \$21,000.00 |

Total:



### FORT WORTH ISD Contract Summary for

#### Instructional Services Cooperative Title III, Private/Non-Profit

#### Services v7

#### Enrollment Period: 09/01/2024 - 08/31/2025

#### Last Year Enrollment: 71060

Do you wish to sign up for the Instructional Services SSA Title III Private/Non-Profit Services Contract? If yes, please enter the number of English Language Learners and immigrant students attending the private/non-profit in the box on the right.

| Answer |        | Price       |
|--------|--------|-------------|
|        | 120.00 | \$13,125.00 |
|        |        |             |
|        |        |             |
|        |        |             |
|        |        | ¢12 125 00  |
|        |        | \$13,125.00 |

Total:



## Instructional Services Cooperative Title I, Part A Private/Non-Profit Services Contract 2024-2025

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2024, on either the district or ESC Region 11. If this contract pricing is based on enrollment, the previous year's PEIMS enrollment snapshot submission number from October will be used to determine pricing. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

#### Instructional Services Cooperative Title I, Part A Private/Non-Profit Services

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the Title I, Part A Cooperative Contract for Private/Non-Profit Services:

#### **ESC Region 11 Responsibilities**

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private and non-profit schools and provide the required services to the private and non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified ESC personnel sufficient to assist the LEA with Title I private, non-profit obligations.
- Provide the LEA with:
  - Location and identification of economically disadvantaged students residing in the district but attending PNP schools.
  - Data for grant applications and compliance reports, as necessary.
- Coordinate direct services to private, nonprofit schools as required by Title I, including:
  - Ongoing negotiation of services to identified students.
  - Development of a personal academic plan for identified students in the targeted PNP program.
    - Accessing allowable services such as tutoring, equipment, and materials.
- Act as liaison/purchasing agent for the district Title I set-aside funds, including tracking and controlling inventory placed in PNP schools.



Instructional Services Cooperative Title I, Part A Private/Non-Profit Services Contract 2024-2025

#### **District Responsibilities**

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- Submit district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside/allocation amount based on the formula used for all students in the district.
- Retain student set-aside funds for the grant period.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable third-party service provider.
- Coordinate with ESC Region 11 to pick up ordered materials or schedule delivery through the ESC. There will be a fee of \$0.67 per mile and \$36 per hour for the driver.

#### **ESC Region 11 Contact**

Director of Instructional Support (817) 740-7636



# **Price List**

| Title I Students | Fee      |
|------------------|----------|
| 1 – 20           | \$7,875  |
| 21 - 50          | \$10,500 |
| 51 - 100         | \$15,750 |
| 101 – 199        | \$31,500 |
| 200 - 499        | \$42,000 |
| 500 +            | \$52,500 |



#### EDGAR, General, and Fiscal Guidelines

In accordance with federal EDGAR guidelines, please check each statement, sign at the bottom, and submit this sheet with each 2024-25 reimbursement request:

| I | guarantee and verify that the equipment and material we are purchasing with these funds |
|---|---|
| i | re used in accordance with all rules and guidelines of the grant.                       |

- I guarantee and verify that my district will label all equipment and materials purchased with grant funds.
- I guarantee and verify that I have an inventory on file in the district of all equipment and materials purchased with grant funds and that inventory can be produced for audit purposes.
- I guarantee and verify that I have not purchased the same materials or equipment this year or within the past two school years with state or local funds in accordance with federal regulations.
- I guarantee and verify that I will keep and use these materials and equipment within my appropriate programs until they are no longer viable for use. If the asset is worthless, broken, etc., it may not be transferred to another program. An approved form must be completed and submitted to TEA requesting approval to "dispose" of the asset. A copy of this form must be submitted to ESC Region 11 as the fiscal agent for the SSA.

Signature \_\_\_\_\_

Printed Name

District \_\_\_\_\_



# Instructional Services Cooperative Title II, Part A Private/Non-Profit Services Contract 2024-2025

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2024, on either the district or ESC Region 11. If this contract pricing is based on enrollment, the previous year's PEIMS enrollment snapshot submission number from October will be used to determine pricing. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

#### Instructional Services Cooperative Title II, Part A Private/Non-Profit Services

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the Title II, Part A Cooperative Contract for Private/Non-Profit Services:

#### **ESC Region 11 Responsibilities**

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private and non-profit schools and provide the required services to the private and non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified ESC personnel sufficient to assist the LEA with Title II private, non-profit obligations.
- Provide the LEA with:
  - Location and identification of private schools desiring to take part in Title II services.
  - Data for grant applications and compliance reports, as necessary.
- Coordinate direct services to private, nonprofit schools as required by Title II, including:
  - Direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  - Arrange travel and registration to other requested and allowable professional development.
- Act as liaison/purchasing agent for the district Title II set-aside funds, including tracking and controlling inventory as appropriately placed in PNP.



Instructional Services Cooperative Title II, Part A Private/Non-Profit Services Contract 2024-2025

#### **District Responsibilities**

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- Submit district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside/allocation amount based on the formula used for all students in the district.
- Retain student set-aside funds for the grant period.
- Provide a contact for program communication and inventory control.
- Coordinate with ESC Region 11 to pick up ordered materials or schedule delivery through the ESC. There will be a fee of \$0.67 per mile and \$36 per hour for the driver.

#### **ESC Region 11 Contact**

Director of Instructional Support (817) 740-7636



# Instructional Services Cooperative Title II, Part A Private/Non-Profit Services Contract 2024-2025

# **Price List**

| PNP Campuses in District | Fee      |
|--------------------------|----------|
| 1-3                      | \$5,250  |
| 4-6                      | \$7,875  |
| 7 – 10                   | \$10,500 |
| 11 – 15                  | \$15,750 |
| 16 – 20                  | \$21,000 |
| 21 +                     | \$26,250 |



#### EDGAR, General, and Fiscal Guidelines

In accordance with federal EDGAR guidelines, please check each statement, sign at the bottom, and submit this sheet with each 2024-25 reimbursement request:

| I guarantee an | nd verify that the equipment and materi | al we are purchasing with these funds |
|----------------|---|---------------------------------------|
| are used in ac | ccordance with all rules and guidelines | of the grant.                         |

- I guarantee and verify that my district will label all equipment and materials purchased with grant funds.
- I guarantee and verify that I have an inventory on file in the district of all equipment and materials purchased with grant funds and that inventory can be produced for audit purposes.
  - I guarantee and verify that I have not purchased the same materials or equipment this year or within the past two school years with state or local funds in accordance with federal regulations.
- I guarantee and verify that I will keep and use these materials and equipment within my appropriate programs until they are no longer viable for use. If the asset is worthless, broken, etc., it may not be transferred to another program. An approved form must be completed and submitted to TEA requesting approval to "dispose" of the asset. A copy of this form must be submitted to ESC Region 11 as the fiscal agent for the SSA.

Signature \_\_\_\_\_

Printed Name

District \_\_\_\_\_



# Instructional Services Cooperative Title III, Private/Non-Profit Services Contract 2024-2025

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2024, on either the district or ESC Region 11. If this contract pricing is based on enrollment, the previous year's PEIMS enrollment snapshot submission number from October will be used to determine pricing. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

#### Instructional Services Cooperative Title III Private/Non-Profit Services

The Instructional Services Division offers the following services and discounts to school districts/ charter schools that sign the Title III Cooperative Contract for Private/NonProfit Services:

#### **ESC Region 11 Responsibilities**

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private and non-profit schools and provide the required services to the private and non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified ESC personnel sufficient to assist the LEA with Title III private, non-profit obligations.
- Provide the LEA with:
  - Location and identification of private schools desiring to take part in Title III services.
  - Data for grant applications and compliance reports, as necessary.
- Coordinate direct services to private, nonprofit schools as required by Title III, including:
  - Direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  - Arrange travel and registration to other requested and allowable professional development.
- Act as liaison/purchasing agent for the district Title III set-aside funds, including tracking and controlling inventory as appropriately placed in PNP.



## **District Responsibilities**

- Provide ESC Region 11 with a list of known PNP schools.
- Identify Els and maintain test scores.
- Provide ESC Region 11 with a list of identified students.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- Submit district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside/allocation amount based on the formula used for all students in the district.
- Retain student set-aside funds for the grant period.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.
- If applicable, coordinate with ESC Region 11 to pick up ordered materials or schedule delivery through the ESC. There will be a fee of \$0.67 per mile and \$36 per hour for the driver.

**ESC Region 11 Contact** 

Director of Instructional Support (817) 740-7636



# **Price List**

| PNP EL and Immigrant Students | Fee      |
|-------------------------------|----------|
| 1 – 10                        | \$3,150  |
| 11 – 50                       | \$4,725  |
| 51 - 100                      | \$7,875  |
| 101 +                         | \$13,125 |



# Instructional Services Cooperative Title III, Private/Non-Profit Services Contract 2024-2025

#### EDGAR, General, and Fiscal Guidelines

In accordance with federal EDGAR guidelines, please check each statement, sign at the bottom, and submit this sheet with each 2024-25 reimbursement request:

- I guarantee and verify that the equipment and material we are purchasing with these funds are used in accordance with all rules and guidelines of the grant.
- I guarantee and verify that my district will label all equipment and materials purchased with grant funds.
- I guarantee and verify that I have an inventory on file in the district of all equipment and materials purchased with grant funds and that inventory can be produced for audit purposes.
- I guarantee and verify that I have not purchased the same materials or equipment this year or within the past two school years with state or local funds in accordance with federal regulations.
- I guarantee and verify that I will keep and use these materials and equipment within my appropriate programs until they are no longer viable for use. If the asset is worthless, broken, etc., it may not be transferred to another program. An approved form must be completed and submitted to TEA requesting approval to "dispose" of the asset. A copy of this form must be submitted to ESC Region 11 as the fiscal agent for the SSA.

Signature \_\_\_\_\_

Printed Name

District \_\_\_\_\_

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE AND AWARD CONTRACT RENEWAL FOR AN ABSENCE VERIFICATION SYSTEM

#### **BACKGROUND:**

The absence verification system allows all District employees to report their absences and helps secure substitutes for those positions that require them. The verification system is also used for daily, monthly, and yearly absence reports, for verification purposes and the data is imported into the payroll system. Renewal options will be at the sole discretion of the District.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Approve and Award Contract Renewal for an Absence Verification System
- 2. Decline to Approve and Award Contract Renewal for an Absence Verification System
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve and Award Contract Renewal for an Absence Verification System

# FUNDING SOURCE: Additional Details

General Fund 199-41-6399-105

#### COST:

\$82,119.53

#### VENDOR(S)/PROVIDER(S):

PowerSchool

#### **PURCHASING MECHANISM:**

Competitive Solicitation

#### **Procurement Support Documents Needed:**

**Bid/Proposal Statistics** 

Bid Number: 16-058 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 44.03 l (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:

Approval for the Absence Verification System, SmartFind, and Absence Verification System will provide the District with an accurate method of reporting, recording, and verifying absences District - wide as well as acquiring substitutes for positions requiring such.

#### **INFORMATION SOURCE:**

Woodrow W. Bailey III, Chief Talent Officer, Talent Management

Docusign Envelope ID: D798E2D2-AAD5-4447-8D4D-B6B5D545C82F

| Sales Quote - This is Not An Invoice                  | Remit Email: christine.morton@powerschool.cor<br>Quote Date: 9-JUL-2024<br>Quote #: Q-855758-2 |
|---|--|
|   |  |
| Prepared By: Kristin Padilla                          | Customer Contact: Woodrow Bailey   |
| Customer Name: Fort Worth Independent School District | Title: CTO   |
| Contract Term: 12 Months                              | Address: 100 N. University Drive   |
| Start Date: 1-AUG-2024                                | City: Fort Worth   |
| End Date: 31-JUL-2025                                 | State/Province: Texas  |
| Billing Frequency: Annually                           | Zip Code: 76107  |
|   |  |

| Product Description  | Quantity | Unit | Extended Price |
|--|----------|------|----------------|
| Initial Term 1-AUG-2024 - 31-JUL-2025<br>License and Subscription Fees |          |      |                |
| SmartFind Express NonSub Eligible                                      | 1.00     | Each | USD 5,792.96   |
| SmartFind Express Sub Eligible   | 1.00     | Each | USD 76,326.57  |

License and Subscription Totals: USD 82,119.53

| Quote Total |                          |                          |
|-------------|--------------------------|--------------------------|
|             | Initial Term             | 1-AUG-2024 - 31-JUL-2025 |
|             | Amount To Be<br>Invoiced | USD 82,119.53            |

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.pewerschool.com/MSA\_Mar2024/, as may be amended...

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

30

Li Iband .

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 23-OCT-2023

PO Number: \_\_\_\_\_

Fort Worth Independent School District

DocuSigned by: Signature: Woodrow Bailey -6A944FD84050490...

Printed Name: Woodrow Bailey Job Title: Chief of Talent Management Date: 23-Jul-2024

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE RENEWAL OF THE EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT WITH TEACH FOR AMERICA

#### **BACKGROUND:**

Closely analyzing the District's teacher recruiting pipelines and partnerships and to ensure that the District is able to place the most effective teacher in all Fort Worth ISD (FWISD) classrooms is a critical priority of the Division of Talent Management. As such, the Division developed a partnership with a proven provider recognized for their work in recruiting, selecting, training and supporting teachers specifically for the needs of urban schools.

Teach for America (TFA) rigorously recruits from the nation's top universities and provides intensive training and support to place recently graduated leaders in high-need classrooms. Additionally, TFA has developed a comprehensive support model to ensure these teachers are able to drive meaningful impacts. The District is recommending renewing the partnership with Teach for America for an additional cohort for the 2024 - 2025 school year. The cohort is a two (2) year commitment ending in the 2025 - 2026 school year.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

 Approve Renewal of the Educational Professional Services Agreement with Teach for America
 Decline to Approve Renewal of the Educational Professional Services Agreement with Teach for America

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of the Educational Professional Services Agreement with Teach for America

#### FUNDING SOURCE: Additional Details

General Fund 199-41-6299-105

#### COST:

\$152,000

#### VENDOR(S)/PROVIDER(S):

Teach For America

#### **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 Educational Purchasing Cooperative of North Texas Contract, Dallas ISD RFP #KH-206016. The recommended vendor is listed above.

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

District-Wide

#### RATIONALE:

The identified partnership provides access to a critical talent pipeline of teacher talent specifically recruited, trained and supported to accelerate student achievement in urban classrooms. Moreover, this pipeline will predominantly focus on traditionally hard-to-staff content areas and levels (i.e. bilingual, secondary math and science). The District recommends maintaining the relationship with TFA for the 2024 - 2025 school year by sponsoring twenty-five (25) new cohort members for a two (2) year commitment and 18 continuing cohort members completing year two (2). The District will re-evaluate the agreement at a later time.

#### **INFORMATION SOURCE:**

Woodrow Bailey III, Chief Talent Officer

#### DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated, 2024 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 707 W. Vickery Blvd, Suite 102, Fort Worth, TX 76104 and the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas ("School District") (each individually "a Party" and collectively "the Parties").

#### RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training, and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, the Fort Worth Independent District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

#### AGREEMENT

# I. TEACHER CANDIDATE RECRUITMENT, SELECTION, AND HIRING: School District Responsibilities:

#### A. <u>Hiring Commitment</u>.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") (the "Agreed Number") but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement.
- ii. Teach For America and School District will collaborate each subsequent year of this Agreement to develop a proposal for the percentage of the number of Teachers that will be hired in a specific certification area in the upcoming academic year, if any. Specifically, the Parties hereby agree to make reasonable best efforts to ensure that the distribution of Teachers hired under this Agreement is as follows with respect to the subject areas identified below:
  - a. Elementary Bilingual Education
  - b. Elementary General Education
  - c. Core Subjects 4-8 Generalist
  - d. Secondary ELAR
  - e. Secondary Math
  - f. Secondary Science
- iii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the School District eligibility requirements.

- iv. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource, or teacher's aide positions.
- v. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not be required to provide any religious instruction.
- vi. To the extent reasonably practicable and within School District's sole discretion, School District will employ two or more Teachers per individual Partner School. This is with the understanding that this is not a requirement, but rather a goal whenever possible.
- vii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, the school's student population must be considered high poverty relative to the overall student population, or a school in which fifty percent of more of the school's student population receives free or reduced lunch. School District agrees that it will not place Teach For America Teachers at any for-profit schools within School District.
- B. Hiring Process.
  - i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established School District hiring practices.
  - ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
  - iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary categories of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.
- C. <u>Candidate Recruitment and Selection</u>. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- D. <u>Commitment to Diversity</u>. Teach For America is committed to the following: "Teach For America seeks to enlist our nation's most promising future leaders in the movement to eliminate education inequity, and we know these leaders will be diverse in ethnicity, race, and economic background. Their places on the political spectrum and their religious beliefs will be similarly varied, and we

seek individuals of all genders and sexual orientations, regardless of physical disabilities. Maximizing the diversity of our organization is important so that we can benefit from the talent and energy of all those who can contribute to our effort, and also to increase the opportunity for engagement in the circles of influence in our tremendously diverse society. Moreover, we seek to be diverse because we aspire to serve as a model of the fairness and equality of opportunity we envision for our nation."

- E. <u>Pre-Service Training</u>. Prior to entering the classroom, all Teachers will undergo preservice training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.
- F. <u>Certification Status</u>. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

#### II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

#### A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.
- v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).
- B. <u>Compensation of Teachers</u>. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.
- C. <u>Reductions in Force</u>. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to

terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

- D. <u>Compliance with Anti-Harassment and Non-Discrimination Regulations</u>. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. School District's policies can be located online at: <u>http://pol.tasb.org/PolicyOnline?key+1101</u>
- E. <u>Prohibited Activities and AmeriCorps Service Requirements</u>. School District acknowledges that Teachers serving at School District schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found in attached Attachment A but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.
  - i. School District will not require Teachers to engage in any Prohibited Activities. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds
  - ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers. See Exhibit A.
- F. Professional Development and On-Line Data Storage Services.
  - i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services during the Teachers first two (2) years in the classroom (the "Professional Development Services"). If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services, Teach For America may provide on-line data storage services, including the transfer and storage of identifiable student information on Teach For America's software and servers.
  - ii. To facilitate the provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
  - **iii.** Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and in compliance with the

student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as, **Attachment B** to this Agreement, and only for the purposes for which disclosure was made.

- G. Certification and Credentialing Services.
  - i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this Agreement.
  - ii. Teach For America shall not be responsible for and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record. In such an instance, School District shall not be liable for any payment to Teach For America for such a Teacher under this Agreement.

#### III. GENERAL PROVISIONS

- A. Fees-for-Service.
  - i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this Agreement. All payments for fees shall be in the form of a check delivered to Teach For America or a wire transfer to an account designated by Teach For America in writing.
  - ii. With respect to each Teacher whose employment by School District is to commence in the 2024-2025 academic year, School District shall pay Teach For America an annual amount of \$4000 for each year in which such Teacher is employed by School District, up to two (2) years from the date such employment is to commence. Teach For America agrees to waive the cost for up to [5] five first year Teach For America teachers.

|            | Contribution | Qty.  | Total     |   |
|------------|--------------|-------|-----------|---|
| First Year | \$4,000      | 20-25 | \$60,000  | - |
| Teacher    |              |       | \$80,000  |   |
| Second     | \$4,000      | 18    | \$72,000  |   |
| Year       |              |       |           |   |
| Teacher    |              |       |           |   |
| TOTAL      |              |       | \$132,000 | - |
|            |              |       | \$152,000 |   |

a. Total Not to Exceed Cost Breakdown:

- B. **Teach** for America shall provide a prorated refund to School District for any Teacher that the School District paid the annual fee that does not complete the full school year with the School District.
- C. <u>Invoicing and Payment</u>. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, <u>provided</u> that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America. Invoices will be paid in accordance with the Texas Prompt Payment Act.

- D. <u>Term</u>. The term of this Agreement will cover all Teachers whose employment begins with the School District during the 2024-2025 and 2025-2026 academic years. This Agreement will expire on the last school day of the 2025-2026 academic year.
- E. <u>Termination</u>. This Agreement may be terminated as follows:
  - i. at any time by mutual written agreement of the Parties;
  - ii. by either Party, upon thirty (30) days' prior written notice to the other Party, <u>provided</u> that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
  - iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. <u>Survivability and Effect of Termination</u>. In the event of the expiration or termination of this Agreement, this Agreement shall become void, with the exception that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.
- G. <u>No Warranty</u>. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America.
- H. <u>Indemnification</u>. Teach For America shall indemnify and hold harmless District and its officers, directors, employees and agents (the "Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which School District may become subject arising out of a breach of this Agreement by Teach for America, except to the extent such Losses result from the willful misconduct or gross negligence of School District.
- I. <u>Limitation of Liability</u>. To the extent allowed by law and without waiver of any immunity or defense, neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; <u>provided</u> that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after twelve (12) months of the expiration or termination of this Agreement, whichever is earliest.
- J. <u>Surveys</u>. [Reserved]
- K. <u>Amendment/Modification/Extension</u>. Any amendment, modification, extension must be in writing and signed by each Party.
- L. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts (including by electronic transmission).

- M. <u>Governing Law</u>. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Texas,
- N. <u>Severability</u>. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- O. <u>Notices</u>. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.
- P. <u>Waiver</u>. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.
- Q. <u>Authority</u>. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

#### FORT WORTH ISD:

| Name:    | Woodrow Bailey           |  |
|----------|--------------------------|--|
| Title:   | Chief Talent Officer     |  |
| Address: | 7060 Camp Bowie Blvd.    |  |
|          | Fort Worth, TX, 76116    |  |
| Email:   | woodrow.bailey@fwisd.org |  |

#### **TEACH FOR AMERICA:**

| Name:    | Bibi Yasmin Katsev              |  |
|----------|---------------------------------|--|
| Title:   | Executive Director              |  |
|          |                                 |  |
| Address: | 3000 Pegasus Park Drive #1045   |  |
|          | Dallas, Texas 75247             |  |
| Email:   | bibi.katsev@teachforamerica.org |  |

#### With a copy to:

Office of Legal Services Fort Worth Independent School District 7060 Camp Bowie Blvd. Fort Worth, TX 76116

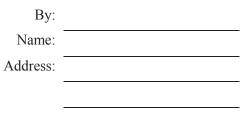
#### With an electronic copy to:

| Name:  | TFA Legal Affairs                    |
|--------|--------------------------------------|
| Email: | LegalAffairs@teachforamerica.org     |
|        | *Send only notices related to breach |
|        | of contract and indemnity.           |

#### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

# Fort Worth Independent School District



### **Teach For America**

| By: Belzymin fapo |  |
|-------------------|--|
|-------------------|--|

Name: Bibi Yasmin Katsev

Title: Executive Director

Address: 3000 Pegasus Park Drive, #1045

Dallas, Texas 75247

### **Teach For America**

### **Contract Owner Attestation:**

□ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form. □ This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name:

Title:

# EXHIBIT A

# TEACHFORAMERICA AmeriCorps

# 2024-2025 AmeriCorps Member Principal Verification Form

As the school leader with direct oversight of the Teach For America AmeriCorps member listed below, or a school district administrator with access to employment records, I certify that the AmeriCorps member listed below completed the 2024-2025 school year with the placement school listed, serving in a full-time capacity, teaching and participating in other activities required of faculty. In addition, I certify that the AmeriCorps member below did not engage in any activity that is illegal under local, state, or federal law, that pose a significant safety risk to others, or in any specified unallowable activities AmeriCorps-prohibited activities listed in the cover letter, which preceded this form.

| Placement School:   |
|---|
| AmeriCorps Member (Full Name):  |
| Hours Completed:  |
| My signature below confirms the nature of completion of service for the 2024-2025 year, as described above. |

School Leader/Administrator Printed Name

Title

Signature

Date

### <u>ATTACHMENT A</u> <u>AMERICORPS PROHIBITED ACTIVITIES</u>

# Citations: 45CFR § 2520.65 -

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

a. Attempting to influence legislation;

b. Organizing or engaging in protests, petitions, boycotts, or strikes;

c. Assisting, promoting, or deterring union organizing;

d. Impairing existing contracts for services or collective bargaining agreements;

e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or

operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

h. Providing a direct benefit to-

i. A business organized for profit;

ii. . A labor union;

iii. partisan political organization;

iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;

i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

j. Providing abortion services or referrals for receipt of such services; and

k. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE PURCHASE AND INSTALLATION OF PERIMETER SECURITY FENCING FOR IM TERREL ACADEMY

# **BACKGROUND:**

The Texas Administrative Code (19 TAC §61.1031) was amended to require security fencing around portions of school properties to create a secure and safe environment for students and staff. This is part of a multi-component effort to improve security at instructional facilities involving exterior doors, impact-resistant glass film and non-scalable fencing. Fencing installation at IM Terrell Academy will allow students and staff to move around the property and between buildings safely within secured property borders.

Replacing the existing ornamental fencing and installing security fencing is a significant part of providing a safe learning environment for the students and staff at IM Terrell Academy during school and extracurricular activities. The fencing will also allow staff to enter and exit the buildings before and after school hours safely.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES**:

1. Approve Purchase and Installation of Perimeter Security Fencing for IM Terrell Academy

2. Decline to Approve Purchase and Installation of Perimeter Security Fencing for IM Terrell Academy

3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase and Installation of Perimeter Security Fencing for IM Terrell Academy

| FUNDING SOURCE: | <u>Additional Details</u> |
|-----------------|---------------------------|
| Special Revenue | 429-52-6629-390-24837     |

# COST:

Not to exceed \$ 98,971.56

# VENDOR(S)/PROVIDER(S):

Viking Fence Co., Garland Texas

# **PURCHASING MECHANISM:**

Cooperative Agreement TIPS 210205

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

Operations Safety & Security IM Terrell Academy

# RATIONALE:

The existing ornamental fencing at IM Terrell Academy does not meet TEA safety standards and does not provide a safe and secure environment for students and staff. This project includes the removal of the ornamental fence and the installation of an eight-foot non-scalable security fence around the school buildings. This will prevent persons from trespassing on the property and allow students and staff to move around the property and between buildings safely within secured property borders.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



Project Name

Address / Cross St. City State / Zip Site Telephone Email

TIPS

Dallas Branch 2975 Industrial Lane Garland, TX 75041 (972) 293-1265

IM Terrell FWISD - 8

210205

#### Viking Fence Co., Ltd.

| Date       | Estimate #          |
|------------|---------------------|
| 5/22/2024  | 1                   |
| Estimator  | Ben Chaires         |
| Email      | ben@vikingfence.com |
| Cell Phone | 469-222-7330        |

|   |  | Qty  | Unit Price  | Total Amount |
|---|--|------|-------------|--------------|
|   | Furnish labor, materials, equipment and all incidentals necessary to install fencing. Approx. are as follows:  |      |             |              |
| 1   | Provide and install 308 LF of 8' tall Securifor 4D fencing with (4) pedestrian gates with kick plate and (1) 26' V-track slide gate. Price includes coring for new walk gates.   | 1    | \$87,474.79 | \$87,474.79  |
|   | Removal  |      |             |              |
| 2   | Remove and dispose of 308 lf existing metal fencing.   | 308  | \$5.76      | \$1,772.77   |
|   | Operator   |      |             |              |
| 3   | Access Control system for slide gate consisting of (1) 1/2 HP Slide Gate Operator, (1) exit loop, (2) safety loops, (1) EMX photo eye safety sensor, (1) Knox box, (1) manual release and (1) K2 fire switch. <b>Electricity to the operator to be done by others.</b> | 1    | \$9,724.00  | \$9,724.00   |
|   |  | 1    | Sub-Total   | \$98,971.56  |
| Staking to be provided by Owner prior to Viking Fence mobilization. |  | ard  |             | no           |
|   | Due to the daily increase in price of steel, materials may need to be rebid at time of aw  | aiu. | TOTAL       | \$98,971.56  |

#### Exclusions:

Does not Include any line clearing, coring, additional mobilizations, inaccessibility or other unforeseeable site specific conditions.

#### **Mobilization:**

Viking Fence requires 10 business days lead time for material procurement and job set-up.

#### TERMS:

#### Proposal Terms and Conditions

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid, and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any document submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, or refer Viking to the contents of any other document not given by use to the intermet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this a paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract.

Payment Terms:

Payment due upon completion unless approved for credit. Net 30 terms, w/ regular progress billing as project is completed. Credit approval may be required. Retainage, if applicable, TBD. Any accounts past due will be charged 1.5% monthly interest (as allowed per State Law).

Insurance/Price:

All work done in professional manner by experienced, insured personnel. Quote is valid for 30 days and is preliminary based on estimated footage and initial scope of work. Final contract price will be determined with field measurement of actual completed iron work.

Warranty:

Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at http://www.vikingfence.com/warranty-certificate.html:

All Material is guaranteed to be as specified in original contract. Viking warranties that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in original purchase contract.
 Western Red cedar products provided will be consistent with our grading standards...see copy of Western Red Cedar Grading Standards. Defective material is defined as material that does not meet the

estern Red cedar products provided will be consistent with our grading standards...see copy of Western Red Cedar Grading Standards. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable. Western Red Cedar is a natural product, in which cracks, wane or checking may appear over time.

(3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).

(4) Abuse or neglect of installed materials shall void this warranty.

(5) All implied warranties, including merchantability, are limited to one year.
 (6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.

(7) Viking is not responsible for damage caused by shifting soil/terrain.

(8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, as long as the original manufacturer's warranty is still valid.
(9) Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty. The warranties given above shall be the

epayment, in part of in whole, by the customer for services rendered of materials provided, per the original contract of involve, shall void this warranty. The warranties given above exclusive remedy for any breach by Viking Fence, and all liability for consequential, special or incidental damages is disclaimed.

Other:

Mechanics Lien: All materials remain the property of Viking Fence Inc. until the contract is paid in full. Customer is responsible for obtaining all necessary permits, except where noted. Viking Fence is relieved of all liability related to location and property lines. Viking Fence is not responsible for damage to any underground lines or pipes. A copy of all other Viking Standard Subcontract Terms included with this proposal are posted at http://www.vikingfence.com/standard-commercial-subcontract-terms.

Purchaser must obtain licenses, planning permission approvals and permits, where such licenses, approvals and permits are necessary or required.

# Location of all underground objects or utilities will be clearly marked by the purchaser/customer. Locations of all work on the property and/or damage to underground objects or utilities are the responsibility of the customer/purchaser/owner.

Please sign below if acknowledging and accepting this proposal. After receipt of signed copy from the purchaser/customer, this proposal, when received and accepted by Viking Fence, becomes a contract between both parties.

If you have any questions, please call.

Thank you for the opportunity to conduct business with you.

#### Acknowledged and Accepted by:

| Company Name: |  |
|---------------|--|
| Title:        |  |
| Signature:    |  |
| Date:         |  |

### IM Terrell Fence Replacement Project

### IM Terrell VPA

# Summer 2024

### **Contractor will:**

### (as documented on the quote)

Remove and dispose of 308 linear feet existing ornamental metal fencing.

Provide and install 308 LF of 8' tall Securifor 4D<sup>®</sup> fencing with (4) pedestrian gates with kick plate and (1) 26' V-track slide gate. Price includes coring for new walk gates.

Install Access Control system for slide gate consisting of (1) 1/2 HP Slide Gate Operator, (1) exit loop, (2) safety loops, (1) EMX photo eye safety sensor, (1) Knox box, (1) manual release and (1) K2 fire switch.

# Fort Worth ISD Operations will:

### (as documented on the quote)

Run electrical service to the gate Access Control System in preparation for contractor installation of the Access Control System for the slide gate.

Stake out the fence layout prior to contractor arrival.

### Reference

19 TAC §61.1031. School Safety Requirements. (excerpt)

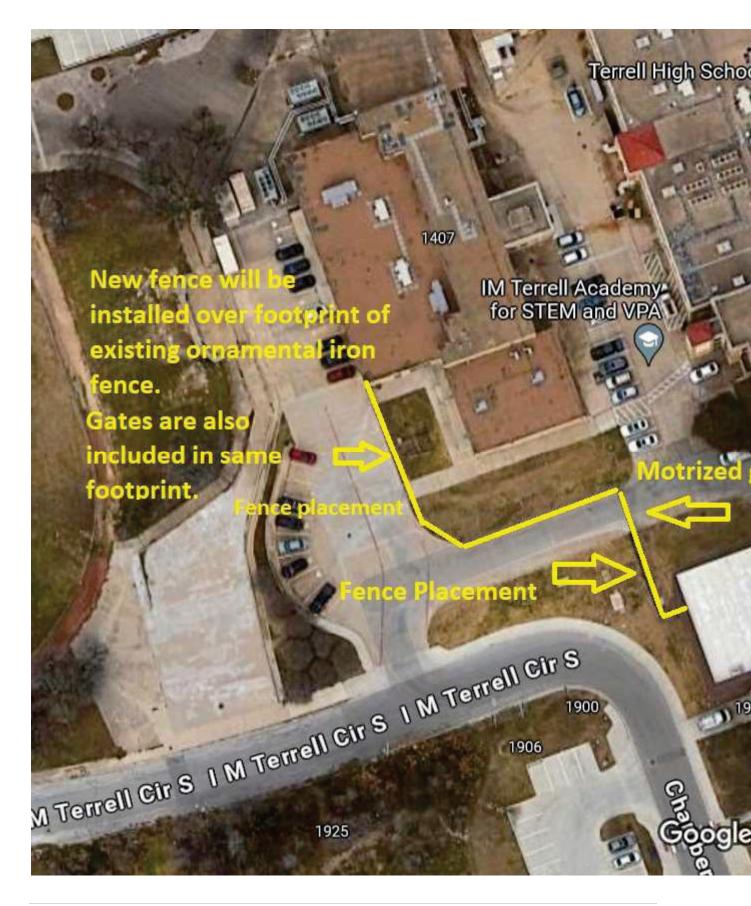
# (a)(2)

(A) if enclosed by a fence or wall, utilizes a fence or wall at least 6 feet high with design features that prevent it from being easily scalable, such as stone, wrought iron, chain link with slats or wind screen, or chain link topped with an anti-scaling device, or utilizes a fence or wall at least 8 feet high;

(B) is well maintained; and

(C) if gated, features locked gates with emergency egress hardware and has features to prevent opening from the exterior without a key or combination mechanism.

(See map next page)



# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# <u>TOPIC:</u> APPROVE RENEWAL OF SUBSCRIPTION ELECTRONIC VISITOR MANAGEMENT SYSTEM FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES

# **BACKGROUND:**

The annual subscription fee for the electronic visitor management system from Raptor Technologies, LLC is due for the 2024-2025 school year. The system is used in District Schools and administrative facilities, whereby a visitor's identification can be scanned, cross-referenced in national and local sex offenders' registries, allowing visitor badges to be printed.

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES**:

- 1. Approve Renewal for Subscription Electronic Visitor Management System for District Campuses and Administrative Facilities.
- 2. Decline Renewal for Subscription Electronic Visitor Management System for District Campuses and Administrative Facilities.
- 3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal for Subscription Electronic Visitor Management System for District Campuses and Administrative Facilities.

# **FUNDING SOURCE:** Additional Details

General Fund 199-52-6399-390

# COST:

\$89,100

### **VENDOR:**

Raptor Technologies, LLC

# **PURCHASING MECHANISM:**

# Bid/RFP/RFQ

Bid Number: #21-091-A Number of Bid/Proposal received 69 HUB Firms: 6 Compliant Bids: 69

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 selected to support this purchase.

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

Safety & Security School Campuses Administration Building and Professional Development Center (PDC)

# RATIONALE:

The subscription will provide continued support for the visitor management surveillance system. This system, with the District staff, will assist in creating a safe and secure environment for teaching and learning.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



### "Protect Every Child, Every School, Every Day"

**Bill To:** 

### Ordered By:

Fort Worth Independent School District

Terms RN N60

| Description                                 | Qty                   | Price    | Amount      |
|---|-----------------------|----------|-------------|
| Raptor Visitor Management Annual Access Fee | 135                   | \$660.00 | \$89,100.00 |
|   | Subtotal<br>Tax Total |          | \$89,100.00 |
|   |                       |          | \$0.00      |
|   | Tota                  |          | \$89,100.00 |
|   | 1000                  |          | \$05,100.00 |

### **Click Here for Inquiries or to Send Purchase Orders**

Remit Checks to:

Raptor Technologies, LLC Dept 141 PO Box 4458 Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.





# **Renewal Notice**

 Date
 7/1/2024

 Renewal #
 84854

 Start Date
 9/1/2024

 End Date
 8/31/2025

Bid #21-091-A

Raptor Technologies LLC :: 2900 North Loop West Suite 900 :: Houston, TX 77092:: FEIN: 45-4914152

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE PURCHASE OF A STUDENT RE-ENGAGEMENT PROGRAM

# **BACKGROUND:**

This is a renewal of an existing contract. High schools have continued to work to bring back students who have dropped out from their studies. Systems have also been put in place to increase the number of students graduating from high school.

Fort Worth ISD (FWISD) offers two (2) options for students to return to school:

- 1) Students can return to their home campus and be enrolled in traditional classes while earning credit through Edgenuity; or
- 2) Students may attend the Success High School Recovery Program.

FWISD sought out a partner that could add a third (3<sup>rd</sup>) option while meeting the following stipulations:

- 1. Support the students and families with information that would allow the students to select a path (in the order listed) that best supports their life situations. Those options include:
  - a. Join a FWISD comprehensive campus;
  - b. Join FWISD's Success High School;
  - c. Join a fully virtual high school that would allow them to complete their diploma.
- 2. Implement and manage a fully virtual dropout recovery option that would include various academic and non-academic supports to aid the students in completing their diplomas.
- 3. The virtual program should offer all courses required for a Texas high school diploma in addition to robust career pathway options that lead to high-wage/high-need certifications.
- 4. Provide support to ensure students transition into one (1) of the three (3) options mentioned above and have successfully completed their selected option.
- 5. Able to work with FWISD in branding this effort to ensure students return to school and not only complete their diplomas but receive support in exploring post-secondary and/or career options.
- 6. Use available state funding to create a self-sustaining program in which our partner is compensated based on the successful completion of courses towards graduation.

The proposed partnership with the recovery program meets all of these requirements and will allow the Department to add the third  $(3^{rd})$ , fully online, option for students desiring to complete their high school diploma within a flexible schedule that meets their life needs. This option is self-funded as the District receives funding for students who have entered and are successful in the program.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES**:

- 1. Approve Purchase of a Student Re-Engagement Program
- 2. Decline to Approve Purchase of a Student Re-Engagement Program
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of a Student Re-Engagement Program

# **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

General Fund 199-11-6291-417

# COST:

Not-to-Exceed \$400,000

# VENDOR(S)/PROVIDER(S):

Graduation Alliance

# **PURCHASING MECHANISM:**

Competitive Solicitation RFP #21-090

<u>Bid Statistics</u> Bid Number: 21-090 No. of Bids/Proposals received: 4 HUB firms: 0 Compliant bids: 1

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

| Amon Carter-Riverside High<br>School     | Arlington Heights High<br>School     | South Hills High School        |
|--|--------------------------------------|--------------------------------|
| Diamond Hill-Jarvis High<br>School       | Paul Laurence Dunbar High<br>School  | Eastern Hills High School      |
| North Side High School                   | Polytechnic High School              | Paschal High School            |
| Trimble Tech High School                 | Southwest High School                | Western Hills High School      |
| O.D. Wyatt High School                   | International Newcomer<br>Academy    | Benbrook Middle/High<br>School |
| Young Women's Leadership<br>Academy      | Young Men's Leadership<br>Academy    | World Language Institute       |
| TCC South – Fort Worth ISD<br>Collegiate | I.M. Terrell Academy for STEM and VP |                                |

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

# RATIONALE:

The passing of House Bill (HB) 3706 in the 85<sup>th</sup> Texas Legislature allows school districts to offer a fully funded, online option for dropped-out students. This would allow the Department to offer a flexible third (3<sup>rd</sup>) option for students who need flexibility in their schedule and earn their high school diploma.

The recovery program has spent the last decade and a half dedicated to tackling the dropout epidemic in the U.S. The program has partnered with states and districts nationwide to serve students. The service provider does this in a cost-neutral manner by leveraging state funds and creating district-centered programs. Furthermore, they have partnered with more than 250 state agencies, school districts, community colleges, and workforce boards around the country to find, engage, recruit, reenroll, educate, and mentor dropout and missing students to complete their graduation requirements with their current school district.

# **INFORMATION SOURCE**:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

#### **Texas Student Reengagement Program Agreement**

between Graduation Alliance, Inc. AND The Fort Worth Independent School District

This Texas Student Reengagement Program Agreement (the "Agreement") is made between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas ("District") and Graduation Alliance, Inc. ("Graduation Alliance"). The District and Graduation Alliance may be referred to individually as a "Party," and collectively as the "Parties."

#### A. Purpose.

It shall be the purpose of this Agreement to provide educational opportunities for eligible Students ("Student" or "Students") who are working toward course credits which can be converted to high school credits through the Student Re Engagement Program (the "Program") operated by Graduation Alliance. Graduation Alliance shall operate the Program in accordance with the requirements of Texas Education Code ("TEC") Section 29.081 (e-2).

#### **B. Duration of Agreement.**

- 1. This Agreement is effective from the date of Customer signature on this Agreement (the "Effective Date") and expires on August 31, 2025. This Agreement may be renewed for successive one (1) year terms upon mutual written agreement of the Parties.
- 2. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Graduation alliance as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Graduation Alliance will have the right to collect and retain payment for services rendered to District through termination date but will not be entitled to any early termination charges.
- 3. Each Party may cancel this Agreement for any or no cause upon 90 days written notice to the other Party.

#### C. Eligibility.

- 1. Individuals under the age of 26 years and who have not yet earned their high school diploma are eligible for the Program if they meet the following criteria:
  - a) was not advanced from one grade level to the next for one or more school years;
  - b) if the student is in grade 7, 8, 9, 10, 11, or 12, did not maintain an average equivalent to 70 on a scale of 100 in two
     (2) or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
  - c) did not perform satisfactorily on an assessment instrument administered to the student under Subchapter B (Essential Skills and Knowledge), Chapter 39 (Public School System Accountability), and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
  - d) is pregnant or is a parent;
  - e) has been placed in an alternative education program in accordance with TEC Section 37.006 (Removal for Certain Conduct) during the preceding or current school year;
  - f) has been expelled in accordance with TEC Section 37.007 (Expulsion for Serious Offenses) during the preceding or current school year;
  - g) is currently on parole, probation, deferred prosecution, or other conditional release;
  - h) was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
  - i) is a student of limited English proficiency, as defined by TEC Section 29.052 (Definitions);
  - j) is in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
  - k) is homeless as defined by 42 U.S.C. Section 11302, and its subsequent amendments;
  - resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, cottage home operation, specialized child-care home, or general residential operation; or

- m) has been incarcerated or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by TEC Section 1.07 (Definitions), Penal Code.
- Once determined eligible the Program, a Student will retain eligibility until the Student does one of the following:

   a) earns a high school diploma; or
  - b) becomes ineligible because of age.

#### **D.** Program Administration.

Graduation Alliance shall develop and deliver to the District a Policy and Operations manual detailing the expectations for Students, the instructional model, attendance policy, Student Services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual written agreement of the Parties and re-submitted to the District prior to the start of subsequent School Years. The District is responsible for gaining approval and adoption by the District's Board or other governing entity in advance of the start of the School Year, as needed.

#### E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of Students in the program as a whole as well as for individual Students. The Portal also includes records of courses Students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that Students have met the District's graduation requirements. The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including Student activity and progress.

#### F. Enrollment.

A Student will be considered enrolled when he/she has:

- 1. met all eligibility criteria specified in Section C;
- 2. completed all steps of the application process established by the District and the Program;
- 3. been accepted for enrollment by the District; and
- 4. Been enrolled by the Program.

#### G. Instruction.

Graduation Alliance will support the provision instruction under this Agreement in accordance with the following:

- 1. Instruction for reengagement Students may include:
  - a) academic skills instruction appropriate to each Student's skills levels and academic goals;
  - b) college readiness and work readiness preparation coursework;
  - c) math, writing or reading remediation;
  - d) subject specific high school credit recovery instruction; or
  - e) other coursework approved by the District, including cooperative work experience.
- 2. Instruction may not be limited to only those courses or subject areas in which Students are deficient in high school credits.
- 3. The Program may restrict or deny access into specific program elements if a Student's academic performance or conduct does not meet established guidelines.
- 4. Instructional support staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction and hold baccalaureate or advanced degrees.

#### H. Academic Coaching

Graduation Alliance provides each Student enrolled in the Program with an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the Student, regular contact with the Student via phone, email, SMS or IM to facilitate and encourage academic progress and resolve issues and to provide support in case the Student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the Student engaged and making progress. Academic Coaches shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check paid for by Graduation Alliance prior to any interaction with Students.

#### I. Online Tutoring

Graduation Alliance will provide unlimited access to online tutoring to Students enrolled in the Program for courses in Math, Science, English, and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our Student learning environment. Graduation Alliance reserves the right to limit or revoke access if a Student's use is considered excessive in any two consecutive months or if Student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

#### J. Recruiting Services

- 1. Graduation Alliance provides Student Recruiting Services for this Program, including the establishment of a Student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective Students to join the Programs offered.
- 2. Within five (5) business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact with the Students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective Students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible Students to Graduation Alliance as soon as the Students become eligible, and in no event less frequently than quarterly. All prospective Students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".
- 3. Graduation Alliance may recruit prospective Students who are not District Referrals, however, Graduation Alliance shall not enroll any Students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll Students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.
- 4. Per Subsection (g) of Section 29.081 of the Texas Education Code, the number of students enrolled in the Program may not exceed 10 percent of the number of students described by Subsection (d) who received services from the District during the preceding school year. District shall inform the Graduation Alliance of the maximum enrollment in the Program to ensure adherence to this code in advance of each school year.

#### K. Case Management and Student Support.

Graduation Alliance will be responsible for the provision of case management services to all enrolled Students in accordance with the following:

- 1. Case management staff (also known as "Local Advocates") will be assigned to the Program to provide accessible, consistent support to Students, as well as career guidance information, employment assistance or referrals and to facilitate proctoring of exams.
- 2. Program staff will meet with each eligible Student at a minimum monthly to support progress toward coursework completion and mitigate barriers.
- 3. Graduation Alliance will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about Student progress. Local Advocates are required to successfully complete a criminal background check in advance of meeting face to face with Students.

#### L. Hardware and Internet Connectivity

- 1. If requested by the Student, Graduation Alliance will provide laptop computers necessary to complete services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified Students' use during the period Students are enrolled in the Program. Computers will be released to Students after a Financial Responsibility Form has been signed by the Student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the Student leaves, removed from or no longer eligible to participate in the Program. Failure to return the laptop may also result in the Students' official records and credits earned while in the Program being placed on hold until the obligation is satisfied.
- 2. Graduation Alliance will provide internet capability for provided laptop computers based upon commercially available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked for Students who violate either Graduation Alliance's Terms and Conditions, or the Student Honor Code accepted

by the Student.

#### M. District Administrative Responsibilities.

- 1. The District will work cooperatively with Graduation Alliance to implement this Agreement and to ensure that quality reengagement services are provided.
- 2. The District will designate a primary contact person to work with Graduation Alliance in implementing this Agreement and to provide oversight and technical assistance.

#### N. Statewide Student Assessment.

The District will work with Graduation Alliance to ensure that all reengagement Students have the opportunity to participate in the statewide Student assessment.

#### **O.** Provision of Special Education.

The District will be responsible for the provision of special education services to any enrolled reengagement Student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the District and after evaluation of the Student's current IEP.

#### P. Provision of Section 504 Accommodation Plan.

The District will provide the same accommodations to reengagement Students under Section 504 of the 1973 Rehabilitation Act as it provides to all Students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the Student's current 504 Plan.

#### Q. Award of Credit.

High school credit will be awarded for all Graduation Alliance coursework in which reengagement Students are enrolled in accordance with the following:

- 1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.
- 2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding the award of credits per state statute and state Department of Education rules and policies.
- 3. Graduation Alliance documentation related to the earned credits will be provided to the Student and the District.

#### R. Annual School Calendar.

The school year begins on August 1<sup>st</sup> and ends on July 31<sup>st</sup> of the following year.

#### S. Monthly Reporting of Student Progress.

Satisfactory Progress will be reported to the District monthly in accordance with the standards set by the commissioner. Students will be reported monthly to the District who:

- 1. Attained monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
- 2. Did not attain monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
- 3. Did not attain monthly Satisfactory Progress for two consecutive months based upon criteria defined in the Program Policy and Operations Manual.

#### T. Monthly Enrollment Report

- 1. The following requirements must be met for any Student to be considered eligible for enrollment under this Agreement:
  - a) Met the eligibility criteria as specified in Section C.
  - b) Met the enrollment criteria as specified in Section F.
- 2. Enrollment will be reported to the District monthly in accordance with the following:
  - a) Enrollment is based on the date each Student met the enrollment criteria as specified in Section F.
  - b) Graduation Alliance shall submit by the fifth (5th) business day of each month data to the District detailing those Students who enrolled during the previous month.

#### **U. Semester Billing Report**

- . The following requirements must be met for any Student to be considered eligible for billing under this Agreement:
  - a) Met the eligibility criteria as specified in Section C.
  - b) Met the enrollment criteria as specified in Section F.
- 2. Eligibility for billing will be reported to the District on a semester basis in accordance with the following:
  - a) Students who complete between 0 and 0.75 credits per semester are not eligible for billing in that semester.
  - b) Students who complete between 1.0 and 1.75 credits per semester are eligible for 50% funding in that semester.
  - c) Students who complete at least 2.0 credits per semester are eligible for 100% funding in that semester.

Graduation Alliance shall submit, by the fifth (5th) business day of each month, data to District detailing those Students who are eligible for monthly billing.

#### V. Fees for Service.

- 1. The Program standard reimbursement rates from District to Graduation Alliance for Students who were included in the Semester Billing Report described in Section U above are based on the District's Basic Allotment ("DBA") for the school. The District's DBA for the 2024-25 school year is provided on Exhibit A. Subsequent updates to the DBA shall be considered incorporated herein by reference without the need for formal amendment. This number will be used to calculate the monthly invoice as follows:
  - a) 1 to 14 Students: 92% of DBA generated per Student per semester.
  - b) 15 to 39 Students: 90% of DBA generated per Student per semester.
  - c) 40 to 99 Students: 88% of DBA generated per Student per semester.
  - d) 100+ Students: 86% of DBA generated per Student per semester.
- 2. The District shall remit payment within thirty (30) days of the receipt of an invoice.

#### W. Termination.

If the District terminates this Agreement, and Students are still active in the Program, upon notifying Graduation Alliance of its intention to terminate the Agreement, the District shall be responsible for the following:

- 1. In District's discretion, offering a substantially similar program to active Students and transferring active Students to the substantially similar program.
- 2. If District decides not to provide a substantially similar program to an active Student within thirty (30) days after notice of termination is given, this Agreement remains in full force and effect only for that active Student(s).

#### X. Required Documentation and Reporting.

- 1. Student Documentation:
  - a) Graduation Alliance shall maintain Student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
  - b) Graduation Alliance shall, on behalf of the District, request school records for each Student from the last school they attended.
  - c) Graduation Alliance shall maintain documentation of case management, Student assessment, monthly progress evaluations, and award of credit.
  - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of Student records.
  - e) Access to all Student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).
- 2. Reporting of Student Data:
  - a) The District will ensure that all required Program Student information is reported in the Student information system and in accordance with District and state standard procedures.
  - b) the District will define the data elements the Program must provide for each Student in addition to the format and required reporting dates for the submission of data.
  - c) The District will provide on an annual basis the semester end dates for its school calendar.

#### Y. Notices.

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when emailed and receipt acknowledged by recipient or mailed by certified mail actually received to the addresses under each Party's signature.

### Z. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRADUATION ALLIANCE MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE GRADUATION ALLIANCE, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY GRADUATION ALLIANCE OR ANYONE THAT GRADUATION ALLIANCE CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

GRADUATION ALLIANCE MUST PROTECT AND INDEMNIFY THE DISTRICT 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 GRADUATION ALLIANCE, OR BY DISTRICT AT THE DIRECTION OF GRADUATION ALLIANCE, 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 GRADUATION ALLIANCE AND GRADUATION ALLIANCE MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. GRADUATION ALLIANCE DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'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, DISTRICT AGREES TO COOPERATE REASONABLY WITH GRADUATION ALLIANCE AND PARTIES MUST BE ENTITLED, IN CONNECTION** WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.EXCEPT FOR GRADUATION ALLIANCE'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISINGOUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF FEES PAYABLE BY DISTRICT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.

#### AA. Indemnity.

- 1. Graduation Alliance shall indemnify, hold harmless, and defend District against claims, losses, damages, and judgments of any nature arising from or attributable to Graduation Alliance's (*i*) breach of this Agreement, (*ii*) violation of law or regulation, or (*iii*) gross negligence or willful misconduct in performance of Program Services or Graduation Alliance's other obligations hereunder.
- 2. [Reserved]
- 3. The indemnity provided for in subsections (1) and (2) shall include advancement and reimbursement of attorney's fees and other legal costs incurred by the indemnified party.

#### **BB.** Miscellaneous Provisions.

- 1. **Relationship.** The parties' relationship to each other is that of independent contractors. In no event shall the parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
- 2. Entire Agreement. This Agreement, including addendums hereto, represents the parties' entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal.
- 3. Amendment. This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both parties.
- 4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all parties, and then shall be effective only for the period and specific instance for which given.
- 5. Severability. Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 6. Assignment. This Agreement shall be binding upon the parties' successors and assigns. Consent to assignment, which shall not be unreasonably withheld in any event, shall not be required in the event of assignment as a result of the acquisition of a party or substantially all its assets.
- 7. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the state where District is located.

- 8. **Dispute Resolution.** Except as otherwise required by applicable state law, disputes among the parties shall be resolved in the following manner:
  - a) Prior to the initiation of any legal proceeding, the parties first shall attempt to resolve their dispute informally, with representatives of the parties to meet as reasonably deemed necessary in an attempt to resolve their dispute.b) [Reserved]
- 9. Survival. In addition to other provisions that logically would be expected to survive termination, Sections Z, AA, and BB shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc. 10 W. Broadway, Suite 700 Salt Lake City, UT 84101

Date: \_\_\_\_07/03/2024

Bv:

Andy Cusimano, Chief Financial Officer contracts@graduationalliance.com

Fort Worth Independent School District 7060 Camp Bowie Boulevard Fort Worth, TX 76J46

Bv:

Title: Chief of Strategic Initiatives and Partnerships

Email: david.saenz@fwisd.org

Date: 07/03/2024

Signed:

Angelica Ramsey, Ed.D. Superintendent of Schools

Attachments:

Exhibit A: 2024-2025 District DBA

Signed:

Dr. Camille Rodriguez Board President

Signed: eqal Counsel for District

### Exhibit A 2024-2025 School Year DBA

The District Basic Allotment (DBA) for the 2024-25 school year is §6,160.

At no point will the total cost to the District under this Agreement exceed 400,000

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:**APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORTWORTH INDEPENDENT SCHOOL DISTRICT AND PREK TODAY

# **BACKGROUND:**

For the past six (6) years, Fort Worth ISD (FWISD) has engaged in an Average Daily Attendance (ADA) pass-through with community Pre-K providers based on the student attendance reported daily by these agencies.

This Memorandum of Understanding (MOU) is an ADA pass-through agreement, intended to create sustainable partnership between PreK Today (managed by Child Care Associates) and FWISD. ADA will be passed to PreK Today to cover a portion of the cost related to high quality Pre-Kindergarten. The students will be enrolled in Fort Worth ISD.

This agreement is intended to support the research-based framework designed by The State Center for Early Childhood Development to improve the integration and coordination of services provided to young children by a range of early childhood educators/childcare providers to ensure all students are provided an environment in accordance with early childhood best practices.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES**:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and PreK Today

2. Decline to Memorandum of Understanding between Fort Worth Independent School District and PreK Today

3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding between Fort Worth Independent School District and PreK Today

# FUNDING SOURCE:Additional Details

General Fund 199-11-6299-143

# COST:

Not-to-Exceed \$600,000

# VENDOR(S)/PROVIDER(S):

PreK Today, LLC.

# **PURCHASING MECHANISM:**

Competitive Solicitation RFP 21-083-F

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

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

Early Learning Department Strategic Initiatives

# RATIONALE:

The students in the community PreK programs will be officially enrolled as Fort Worth ISD PreK students. By partnering with PreK Today, FWISD will positively impact the Kindergarten readiness of future FWISD students. This partnership will ensure Fort Worth families have multiple options for their children to receive high quality Early Learning classroom experience and a clear pathway into a Fort Worth ISD Kindergarten classrooms.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

# MEMORANDUM OF UNDERSTANDING BETWEEN PREK TODAY AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

This memorandum of understanding ("MOU" or "Agreement") is made and entered into and between by PreK Today, LLC (hereinafter referred to as "PreK Today), a Texas limited liability corporation affiliated with Child Care Associates, a Texas nonprofit, and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, (hereinafter referred to as "FWISD" or "District"). PreK Today and FWISD may be collectively referred to as the "Parties" or individually as a "Party". The Parties hereto have collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performance and accomplishment of the tasks hereinafter described.

The period for performance of this MOU shall be effective commencing <u>August 28, 2024</u>, and terminating <u>June 30, 2025</u>.

### **PURPOSE**:

Whereas PreK Today and FWISD desire to enter into an agreement in which all Parties will work together to ensure all children receive high quality early learning experiences delivered by qualified prekindergarten teachers in the participating classrooms.

### **SECTION 1 – RESPONSIBILITIES:**

### 1.1 **FWISD agrees to the following:**

### 1.1.1 Enrollment

- A. Enroll eligible pre-kindergarten children (3 to 4 years of age by September 1 of the current year) in the District's virtual early learning campus as a means of obtaining average daily attendance (ADA) throughout the school year.
- B. Provide registration packets (online or paper) and documentation required for families to complete for each child in a participating classroom.
- C. Provide ongoing attendance documentation to obtain average daily attendance (ADA) throughout the school year for participating pre-kindergarten children.

### 1.1.2 Payment

FWISD will pay PreK Today 90% of the allotted ADA for each eligible pre-kindergarten child in the participating classrooms based on monthly invoices and documentation of attendance. The total cost to the District during the term of this Agreement shall not exceed \$600,000.00.

### **1.2 PreK Today agrees to the following:**

- 1.2.1 PreK Today shall supply the following documentation no later than August 28, 2024:
  - A. Documentation that PreK Today has hired a certified supervisory teacher who shall ensure programmatic compliance and support classroom instruction, the developmental needs of students, and continuous quality improvement, including professional development

- B. Documentation that staff in partnership classrooms meet the requirements under Texas Education Code §102.1003(e).
- C. Written confirmation that partnership classroom agree to submit daily attendance records to the FWISD Early Learning Department at the Official Attendance Taking Time (OATT) as outlined in FWISD procedures.
- D. Documentation showing that partnership sites are in good standing with Texas Child Care Regulations (licensing) at DFPS.

# 1.2.3 Enrollment

- A. Enroll at least 15 but no more than 20 eligible pre-kindergarten children (3 to 4 years of age by September 1<sup>st</sup>) in each participating classroom as described in Appendix A.
- B. Collect all required documentation in the FWISD enrollment packets for each child in a participating classroom.
- C. Provide cognitive instruction for 173 instructional days, per the FWISD school calendar, 32,400 instructional minutes for PK3 and 75,600 operational minutes for PK4.
- D. Submit daily attendance records to the FWISD Early Learning Department at the Official Attendance Taking Time (OATT) as outlined in FWISD procedures.
- E. In the event a child drops out of the PreK Today participating classroom, FWISD will be notified immediately.

# 1.2.4 Staffing

- A. Employ one (1) qualified prekindergarten teacher for each participating classroom.
- B. Ensure any vacancy of the qualified prekindergarten teacher is filled within thirty (30) days.
- C. Comply with all criminal history background checks as required by law for FWISD and PreK Today employees.

# **1.2.5** Instructional Practices

- A. Complete the student assessment, CLI Engage Progress Monitoring tool, for all enrolled children in the participating classrooms three (3) times per year.
- B. Implement Creative Curriculum for Texas, a research-based curriculum that addresses the Texas Pre-Kindergarten Guidelines to maximize student outcomes.
- C. Establish a developmentally appropriate classroom environment as described in the Texas Pre-Kindergarten Guidelines with space and materials (including learning centers and a whole group area).
- D. Conduct at least two (2) parent-teacher conferences during the school year with the parents of each student enrolled in the participating classrooms.
- E. Provide a FWISD report to parents each six-week reporting period, based on the FWISD calendar for reporting.
- F. Permit FWISD staff with notice access to relevant documents and records that are directly related to this Agreement such as student assessment data and lesson plans, to ensure adherence to Texas Education Agency (TEA) standards are met.

# **1.2.6** Reporting Incidents

A. Current Law (Texas Family Code, Chapter 261, 261.101) requires professionals such as teachers, doctors, nurses, or childcare workers to make a verbal report within 48 hours of suspected child abuse or neglect. Failure to report suspected child abuse or neglect is a

misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 (Texas Family Code, Chapter 261).

### 1.2.7 Data Records/Recordkeeping

- A. FWISD is subject to the TPIA as set forth in Texas Government Code Chapter 552. As a school district Agreement, PreK Today acknowledges and agrees that some records of PreK Today related to the Agreement, and the services under this Agreement, may be subject to disclosure. PreK Today acknowledges and agrees to comply with the requirements of the TPIA, should a public information request be made of it, and understands the FWISD shall only be responsible for the public information requests directed or submitted to the FWISD.
- B. PreK Today agrees to collect and provide to FWISD all data and supporting documentation required by the Public Education Information Management System and other provisions of the Texas Education Code. These shall include but not be limited to daily attendance, enrollment, demographic information, discipline, special programs, student performance, assessments, and staff data.
- C. PreK Today acknowledges and agrees that FWISD shall have a right of access to any and all employment records of PreK Today and/or partnership staff who have contact with the eligible children enrolled in the participating classrooms. PreK Today further agrees to make available to the FWISD such employment records upon request but no later than three (3) business days.
- D. As to documents related to this Agreement, and PreK Today's services under this Agreement, PreK Today agrees to be subject to the Texas Record Retention laws as set forth in the Texas Government Code and the Texas Local Government Code and related schedules for retention. PreK Today agrees to comply with the requirements of the Teas Record Retention Lawes and understands the FWISD shall only be responsible for maintaining and retaining records within its possession.

# 1.2.8 Payments

- A. PreK Today shall submit an invoice for payments each month between the 1<sup>st</sup> and the 5<sup>th</sup> business day for the previous month's ADA to the FWISD Early Learning Department. The formula for the total will be disseminated after documentation of eligibility criteria is collected, which will be the basis for the ADA (i.e. bilingual, income, foster, and military may receive extra funds).
- B. FWISD shall provide PreK Today all calculations used for determining payments within five
  (5) business days of payment. Payment shall be received within 30 days of a valid invoice.
- C. PreK Today will provide pre-kindergarten educational services for 32,400 instructional minutes for PK3 and 75,600 operational minutes for PK4 to identified eligible children on a tuition-free basis and may not charge parents during the hours of the school day paid for by FWISD as agreed upon in this agreement. PreK Today is not providing services outside of the instructional school day.

# SECTION 2- LIABILITY AND INDEMNIFICATION:

2.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PREK TODAY MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF PREK TODAY, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY PREK TODAY OR ANYONE THAT PREK TODAY CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- PREK TODAY MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST 2.2 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 PREK TODAY, OR BY DISTRICT AT THE DIRECTION OF PREK TODAY, 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 PREK TODAY AND PREK TODAY MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. PREK TODAY DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'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, DISTRICT AGREES TO COOPERATE REASONABLY WITH PREK TODAY AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 2.3 It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- 2.4 PreK Today understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

# **SECTION 3- TERMINATION:**

- 3.1 Either Party may terminate this Agreement upon sixty (60) day's written notice to the other Party.
- 3.2 This Agreement may also be terminated at any time upon mutual agreement of the Parties.
- 3.3 Section 2 will survive termination of this Agreement.

# SECTION 4- ASSIGNMENT AND SUBCONTRACTING:

It is understood and agreed that PreK Today intends to subcontract several aspects of the Program to the Program providers described in Exhibit A at each Program Site. FWISD must approve, in its sole discretion, any and all subcontracts of this Agreement, including without limitation the contracts between PreK Today and each Program Provider described on Exhibit C, and to require any revisions in order to conform to the terms of this Agreement. The ability to subcontract any part of the Program under this Agreement shall not

relieve PreK Today of its obligations to perform any such subcontracted services, and each and every subcontractor shall be subject to all terms and conditions of this Agreement. PreK Today shall incorporate the terms of this Agreement into the subcontractor agreements and shall explicitly provide in those agreements that FWISD is a third-party beneficiary and may enforce the provisions thereof.

### **SECTION 5- ORAL AND WRITTEN AGREEMENTS:**

- 5.1 [Reserved]
- 5.2 Any alterations, additions, or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

### **SECTION 6- GOVERNING LAW AND VENUE:**

This MOU and all rights and obligations of the Parties hereto and all the terms and the conditions hereof shall be constructed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas. The parties hereto agree the venue shall be in Tarrant County, Texas.

### **SECTION 7- NON-APPROPRIATION:**

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty. Any services delivered by PreK Today prior to the termination may have up to sixty (60) days to submit invoices for full repayment by FWISD without penalty.

### **SECTION 8 - INAPPROPRIATE BEHAVIOR AND ACCIDENT AND INCIDENT REPORTING**

- 8.1 Sexual harassment of employees of PreK Today, employees of the District, or students of the District by PreK Today or PreK Today's employees is strictly forbidden. Any employee of PreK Today who is found to have engaged in such conduct is subject to immediate removal from District property.
- 8.2 PreK Today and all individuals under its control must comply with District Board Policies, which are available at the following web address: https://pol.tasb.org/Home/Index/1101. In the event that PreK Today or an individual under its control violates a District Board Policy, the District may terminate this Agreement without penalty, or otherwise require tPreK Today to exclude the violating individual from performing services under this Agreement.
- 8.3 PreK Today will be responsible to the District for acts and omissions of PreK Today's employees, Subcontractors, their agents and employees, and other persons or entities performing portions of the work for or on behalf of PreK Today. It is understood and agreed that the relationship of PreK Today to the District will be that of an independent PreK Today. Nothing contained herein or inferable here from shall be deemed or construed to: (1) make PreK Today the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and PreK Today. Any direction or instruction by any of the District's authorized representatives with respect to the work being done under this Agreement will relate to the results

the District desires to obtain from PreK Today and must not affect PreK Today's independent PreK Today status described herein.

- 8.4 PreK Today must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, which will require compliance with those policies and zones by PreK Today's employees, subcontractors, and all other persons carrying out the Agreement. PreK Today must also require adequate and appropriate dress and identification of PreK Today's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, PreK Today must further ensure that no on-site fraternization will occur between personnel under PreK Today's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.
- 8.5 PreK Today agrees to notify the District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or PreK Today has information that may be detrimental to the health or safety of any students or that may inhibit PreK Today's performance of this Agreement.
- 8.6 PreK Today must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, PreK Today agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, PreK Today agrees that all staff members will abide by such laws in a timely manner.
- 8.7 PreK Today must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under PreK Today's supervision.

# SECTION 9 – CRIMINAL BACKGROUND CHECK

- 9.1 PreK Today must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of PreK Today working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. PreK Today must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by PreK Today. If PreK Today is the person, owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- 9.2 PreK Today must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and

volunteers working with students of the District. PreK Today must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District approved third party company at PreK Today's expense, must identify PreK Today's employees, agents, and subcontractors. The thirdparty company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. PreK Today's violation of any portion of this section constitutes a breach of contract.

- 9.3 PreK Today agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background checks.
- 9.4 PreK Today must give notice to the District prior to performing services under this Agreement if PreK Today or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction.

# **SECTION 10 – STUDENT RECORDS**

- 10.1 All student records must be kept in a secure location preventing access by unauthorized individuals. PreK Today will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records that is in the direct employ of PreK Today. The District will have the right to inspect and audit PreK Today's use of student records at any time upon twenty-four (24) hours' notice. PreK Today agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. PreK Today must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, PreK Today must turn over to the District all student records for the District's eligible students to whom PreK Today has provided services under this agreement.
- 10.2 PreK Today agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 10.3 PreK Today may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. PreK Today must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

# **SECTION 11 – MISCELLANEOUS**

- 11.1 **Credentials.** PreK Today agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 11.2 **Conflict of Interest.** PreK Today by signing this Agreement, certifies that PreK Today does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 11.3 **Confidentiality.** PreK Today further understands that PreK Today is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), PreK Today agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 11.4 **Proprietary Rights.** With the exception of previously registered copyright or trademark materials of PreK Today, PreK Today agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by PreK Today or any other Party related to PreK Today without the express prior written consent of the District. Furthermore, PreK Today understands that products produced as a result of this Agreement are the sole property of the District and must not be used or published by received and without any restrictions.
- 11.5 **Insurance.** PreK Today must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of PreK Today.
  - 11.5.1 At all times during the Agreement Term, PreK Today(s) must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:
    - a. Commercial General Liability Insurance: PreK Today must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from PreK Today's services to be performed pursuant to this Agreement 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 PreK Today, its employees, agents, representatives or PreK Todays. 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 Risklarge construction | on 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: PreK Today must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering PreK Today 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, nonowned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.
- c. Workers' Compensation/Employers' Liability: PreK Today 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 PreK Today must conform to the following requirements:
  - PreK Today'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, PreK Today 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 PreK Today 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: PreK Today must maintain throughout the term of this Agreement an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Agreement 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.

- 11.5.2 Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to PreK Today's Policy(ies) required under this Agreement.
- 11.5.3 Upon District's request, PreK Today must furnish the District with certificates of insurance evidencing PreK Today's insurance coverage is consistent with the terms of this Agreement. PreK Today must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to PreK Today. Additionally, PreK Today must be liable to the District for any and all damages incurred due to PreK Today's failure to perform the agreement terms. PreK Today must name the District as an additional insured.
- 11.6 **Hold Harmless**. The District and its employees can neither agree to hold PreK Today harmless nor agree to indemnify PreK Today, and any contracts or provisions to the contrary are void.
- 11.7 **Waivers.** The Parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 11.8 **Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that PreK Today and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, PreK Today and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the MOU.

- 11.9 Anti-Terrorism. Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, PreK Today affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 11.10 **Retention of Contracting Information.** Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and PreK Today agrees that the Agreement may be terminated if PreK Today knowingly or intentionally fails to comply with a requirement of that subchapter.
- 11.11 Alternative Dispute Resolution. Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.
- 11.12 Entire Agreement Modifications. All oral or written agreements between the Parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between PreK Today and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by PreK Today to the District's Request for Proposals, if any. This Agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and PreK Today.
- 11.13 **Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
- 11.14 **Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 11.15 **Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 11.16 **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.17 Notice. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must 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

| Name of District Contact:<br>Address: | David Saenz<br>7060 Camp Bowie Blvd.<br>Fort Worth, TX 76116   |
|---------------------------------------|--|
| With Copies to:                       | Fort Worth Independent School District<br>Office of Legal Services<br>Attn: Chief Legal Counsel<br>7060 Camp Bowie Blvd.<br>Fort Worth, TX 76116 |
| To PreK Today:                        |  |
| PreK Firm Name:                       | PreK Today LLC.  |
| Name of PreK Today Contact:           | Kara Waddell   |
| Address:                              | 3000 E. Belknap  |

11.18 **Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If PreK Today is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, PreK Today verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Fort Worth, TX 76111

11.19 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. If PreK Today is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, PreK Today verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

[Signature Page Follows]

#### ELECTRONIC SIGNATURE

The Parties here agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and PreK Today, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

PreK Today By: Kara Waddell, Manager

By: Kara Waddell, Manage PreK Today, LLC

#### Fort Worth Independent School District:

By: Dr. Camille Rodriguez Board President Fort Worth Independent School District

By: Dr. Angélica M. Ramsey Superintendent Fort Worth Independent School District

By: David Saenz, Ed.D. Chief of Strategic Initiatives & Partnerships Fort Worth Independent School District

5/2024

Date

Date

08/05/2024

Date

#### **APENDIX A: Criteria for Eligibility**

#### **Eligibility for Prekindergarten**

Prekindergarten children are either 3 or 4 years of age as of September 1<sup>st</sup> of the current school year (for the purpose of establishing eligibility). Eligible children must meet at least one of the criteria listed below.

- Be unable to speak and comprehend the English Language
- Be educationally disadvantaged, which means a student is eligible to participate in the national free or reduced-price lunch program
- Be homeless, as defined by 42 United States Code (U.S.C.) Section 1143a, regardless of the residence of the child, of either parent of the child, or if the child's guardian or other person having lawful control of the child
- Be the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority
- Be the child of a member of the armed forces, who was injured or killed while serving on active duty
- Be in, or have been in, the conservatorship of the Department of Family and Protective Services (DFPS) following an adversary hearing held as provided by Section 262.201, Family Code
- Be the child of a person eligible for the Star of Texas Award as a peace officer (3106.002), firefighter (3106.003), or emergency medical first responder (3106.004).
- https://tea.texas.gov/ece/eliginily.aspx

#### **APPENDIX B: Documentation Requirements for Enrollment**

PreK Today must collect the following from all families that have a child in the participating classrooms:

- Birth Certificate or any of the following: Proof of Birth, Hospital Birth Facts, Baptismal Certificate, Passport
- Proof of Address in parent/guardian's name or Affidavit of Residency Form (Utility Bill or Apartment Lease)
- Immunizations Record
- Proof of Income (pay stub dated most recent month, Notarized letter from employer on company letterhead, Medicaid Award Letter, Food Stamp Award Letter, SSI Award Letter, TANF Award Letter)
- Parent/Guardian Photo ID (Parent ID must match parent name on the birth certificate or guardian must provide guardianship paperwork)
- Home Language Survey (included in registration documents)

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| Center                      | <b>Operation No.</b> | Address                                | Projected<br>PK3/PK4<br>Enrollment |
|-----------------------------|----------------------|--|------------------------------------|
| The Morris Foundation Child | 1684791              | 2701 Moresby St, Fort                  | 17                                 |
| Development Center          |                      | Worth, TX 76105                        |                                    |
| North Fort Worth Head Start | 34195                | 901 NW 30 <sup>th</sup> St, Fort       | 17                                 |
| and CDC                     |                      | Worth, TX 76106                        |                                    |
| Rosedale V Head Start &     | 832282               | 4244 E Rosedale St, Fort               | 68                                 |
| Child Development Center    |                      | Worth, TX 76105                        |                                    |
| The Child Care Studio       | Pending              | 2400 East 1 <sup>st</sup> Street, Fort | 34                                 |
| Rayner                      | (new construction)   | Worth, TX 76111                        |                                    |
| Blanche Head Start and      | 301086               | 2900 Stalcup Rd, Fort                  | 17                                 |
| Child Development           |                      | Worth, TX 76119                        |                                    |

#### **APPENDIX C: Program Sites**

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **TOPIC:** APPROVE 2024-2025 ADVANCED PLACEMENT EXAM FEE

#### **BACKGROUND:**

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with Advanced Placement (AP) eligible grade levels, and two (2) middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction adheres to College Board guidelines. Post-secondary Success Specialists are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus. Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### ALTERNATIVES:

- 1. Approve 2024-2025 Advanced Placement Exam Fee
- 2. Decline to Approve 2024-2025 Advanced Placement Exam Fee
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve 2024-2025 Advanced Placement Exam Fee

| <b>FUNDING SOURCE:</b> | Additional Details |
|------------------------|--------------------|
|                        |                    |

General Fund 199-11-6339-221

#### COST:

\$625,000 *(The final amount will depend on the number of exams taken.)* 

#### VENDOR(S)/PROVIDER(S):

College Board

#### **PURCHASING MECHANISM:**

#### TEA Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

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

Amon Carter-Riverside High School Arlington Heights High School South Hills High School Diamond Hill-Jarvis High School Paul Laurence Dunbar High School Eastern Hills High School North Side High School Polytechnic High School Paschal High School Trimble Technical High School Southwest High School Western Hills High School O.D. Wyatt High School Benbrook Middle/High School International Newcomer Academy Young Women's Leadership Academy Texas Academy of Biomedical Science Young Men's Leadership Academy World Languages Institute Marine Creek Collegiate

Applied Learning Academy Daggett Middle School Daggett Montessori J.P. Elder Middle School Leadership Academy at Forest Oak Middle School J. Martin Jacquet Middle School William James Middle School Kirkpatrick Middle School Leonard Middle School W.P. McLean Middle School Jean McClung Middle School Meacham Middle School Meadowbrook Middle School William Monnig Middle School Morningside Middle School **Riverside Middle School** Rosemont Middle School Stripling Middle School Wedgwood Middle School I.M. Terrell Academy for STEM & VPA Success High School TCC South/FWISD Collegiate Academy

#### RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions, and potential college credit eligibility, this item is recommended for Board approval. A qualifying score of 3 or higher on AP Exams leads to a higher correlation of college degree attainment. In Spring 2023, students took 7650 AP exams. This year we plan to administer 9500 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students.

#### **INFORMATION SOURCE:**

Dr. Charles Garcia, Area Superintendent, Area #1

## $\mathbf{\hat{\nabla}}$ CollegeBoard

| Product Name                   | Start Date   | End Date      | Quantity | Unit Price | Cost         | Discount     | Total Cost   |
|--------------------------------|--------------|---------------|----------|------------|--------------|--------------|--------------|
| PSAT/NMSQT: Fall<br>2024       | July 1, 2024 | June 30, 2025 | 8,000    | \$18.00    | \$144,000.00 | \$59,850.00  | \$84,150.00  |
| PSAT 8/9: Fall 2024            | July 1, 2024 | June 30, 2025 | 11,000   | \$14.00    | \$154,000.00 | \$49,280.00  | \$104,720.00 |
| SAT School Day: Spring<br>2025 | July 1, 2024 | June 30, 2025 | 9,000    | \$60.00    | \$540,000.00 | \$171,000.00 | \$369,000.00 |
|                                |              |               |          |            |              |              |              |

**Budget Schedule** 

Subtotal: \$838,000.00

Total Discount: \$280,130.00 Total Cost: \$557,870.00 Docusign Envelope ID: 204BFE78-3EC9-4A77-880A-8A517CCB70BB

|         |   | Amount Due for |                      |
|---------|---|----------------|----------------------|
| ai_code | Account Name  | AP exams       |                      |
| 442560  | R L Paschal High School                                     | \$147,113.00   |                      |
| 442505  | Arlington Heights High School                               | \$71,229.00    |                      |
| 440597  | Benbrook Middle-High School                                 | \$61,086.00    |                      |
| 442489  | Young Womens Leadership Academy                             | \$29,228.00    |                      |
| 442501  | South Hills High School                                     | \$19,251.00    |                      |
| 440194  | World Languages Institute                                   | \$18,956.00    |                      |
| 442545  | North Side High School                                      | \$12,075.00    |                      |
| 442555  | Polytechnic High School                                     | \$9,697.00     |                      |
| 441356  | IM Terrell Academy For Stem And Vpa                         | \$10,300.00    |                      |
| 442492  | Texas Academy of Biomed Science                             | \$10,300.00    |                      |
| 442570  | Green B Trimble Technical High School                       | \$13,175.00    |                      |
| 442500  | Amon Carter-Riverside High School                           | \$9,105.00     |                      |
| 442616  | Tarrant County College South / FWISD Collegiate High School | \$9,842.00     |                      |
| 442548  | O D Wyatt High School                                       | \$9,540.00     |                      |
| 442565  | Southwest High School                                       | \$10,859.00    |                      |
| 442515  | Diamond Hill-Jarvis High School                             | \$9,857.00     |                      |
| 442617  | Young Mens Leadership Academy                               | \$5,943.00     |                      |
| 442575  | Western Hills High School                                   | \$5,564.00     |                      |
| 442516  | Paul Laurence Dunbar High School                            | \$4,209.00     |                      |
| 442518  | Eastern Hills High School                                   | \$2,670.00     |                      |
|         | 2023/2024 total   | 469,999.00     | TOTAL for 23/24      |
|         |   |                | _                    |
|         | Estimating 1000 additional tests in 24/25                   | \$150,000.00   | Additional for 24/25 |
|         |   | \$619,999.00   | Total request 24/25  |

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **TOPIC:** APPROVE COLLEGIATE ASSESSMENT CURRICULUM

#### **BACKGROUND:**

The Texas College Bridge (TCB) program is an essential online college preparatory course designed to strengthen student skills in English and Math. It has been used at all Fort Worth ISD high schools for several years to ensure that our students are college and career ready. TCB is an approved course to help students meet the College, Career, and Military Readiness (CCMR) benchmarks set by the State of Texas. Successful completion of this program allows students to receive a Texas Success Initiative (TSI) exemption from many colleges too. In the 2023-2024 school year we served 6887 students using this program while 3944 students were served in the 2022-2023 school year.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

- 1. Approve Collegiate Assessment Curriculum
- 2. Decline to Approve Collegiate Assessment Curriculum
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Collegiate Assessment Curriculum

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

General Fund 199-31-6339-221

#### COST:

\$100,000

#### VENDOR(S)/PROVIDER(S):

The NROC Project

#### **PURCHASING MECHANISM:**

Competitive Solicitation

EPCNT Dallas ISD RFP # AH-206694

This purchase is in accordance with the Texas Education Code section 44.031 (a) (4) regarding school district purchases made through a Cooperative contract. Pricing is obtained through the EPCNT Agreement. Supporting documentation is attached. The recommended vendor is listed above.

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

Arlington Heights High School Benbrook High School Carter-Riverside High School Diamond Hill-Jarvis High School P.L. Dunbar High School Eastern Hills High School IM Terrell Academy for STEM & VPA Marine Creek Collegiate Metro Opportunity Center North Side High School R. L. Paschal High School Polytechnic High School South Hills High School Southwest High School Success High School Texas Academy of Biomedical Sciences Tarrant County College South/FWISD Collegiate **GB** Trimble Technical High School Western Hills High School World Languages Institute Oscar Dean Wyatt High School Young Men's Leadership Academy Young Women's Leadership Academy

#### RATIONALE:

The TCB program is a vital part of students achieving CCMR in FWISD. The program is accepted by the Texas Education Agency as a CCMR indicator helping students transition to the university level directly from high school with the TSI waiver. The increase over the last two school years of approximately 75% in student participation in this program is evidence of its success and leads directly to increased ability for all FWISD to enter college immediately following graduation from FWISD.

#### **INFORMATION SOURCE**:

Dr. Charles Garcia, Area Superintendent, Area #1

| TexasCollegeBridge  | QUOTE                   |
|---|-------------------------|
| THE<br>NROC<br>PROJECT  | <b>Date:</b> 8-14-24    |
| P.O. Box 28818<br>Scottsdale, AZ 85255<br><u>finance@nroc.org</u> |                         |
| To: FORT WORTH ISD<br>ATTN: Purchasing Department                 | Expiration Date: 6-1-25 |

| High School Enrollment - Fall 2023 | Description of Services   | Participation Fee |
|------------------------------------|---|-------------------|
| 22,502                             | Participation in Texas College<br>Bridge for the 2024-25 school year. | \$100,000.00      |
|                                    | *EPCNT Dallas ISD RFP #AH-206694                                      |                   |
|                                    |   |                   |
| Total to be Invoiced               |   | \$100,000.00      |

#### Quote prepared by: Timi Creekmore

**Term:** This is a quote for unlimited licenses for participation in Texas College Bridge for the 2024-2025 school year beginning August 5, 2024, and ending July 25, 2025. Licenses are to be used for 11<sup>th</sup> and 12th-grade students only.

**Payment Schedule:** Your district will be invoiced on receipt of the updated Participation, Data Sharing, and Requirements Agreement or an Addendum to your current agreement. Payment is due upon receipt of the Invoice.

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## TOPIC:APPROVE PURCHASE OF CAREER AND TECHNICAL<br/>EDUCATION DATA COLLECTION AND ANALYSIS PROGRAM

#### **BACKGROUND:**

The Career and Technical Education (CTE) Department directs the programming and state and federal compliance for coherent sequences and industry certifications. A CTE data collection and analysis program will allow the District to efficiently manage CTE data and eliminate errors, especially data reported to the state. Functions include: 1) Coding CTE students; 2) Housing inventory of grant-funded equipment; 3) Managing industry certifications; and 4) Reporting information needed for CTE student organizations (CTSOs).

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

 Approve Purchase of a Career and Technical Education Data Collection and Analysis Program
 Decline to Approve Purchase of a Career and Technical Education Data Collection and Analysis Program

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of a Career and Technical Education Data Collection and Analysis Program

#### FUNDING SOURCE: Additional Details

General Fund 199-11-6399-221

COST:

\$80,937.50

#### VENDOR(S)/PROVIDER(S):

CEV Multimedia Ltd

#### **PURCHASING MECHANISM:**

**Cooperative Agreement** 

TIPS Contract #230105

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

High Schools Carter-Riverside High School Arlington Heights High School South Hills High School Diamond Hill-Jarvis High School Dunbar High School Eastern Hills High School North Side High School Polytechnic High School R.L. Paschal High School Trimble Technical High School Southwest High School Western Hills High School O.D. Wyatt High School Benbrook Middle/High School Young Women's Leadership Academy Texas Academy of Biomedical Science Young Men's Leadership Academy World Languages Institute TCC South/FWISD Collegiate High School I.M. Terrell Academy for STEM and VPA

Middle Schools E.M. Daggett Middle School J.P. Elder Middle School Wedgwood 6<sup>th</sup> Grade Center \*The Leadership Academy at Forest Oak Middle School William James Middle School Kirkpatrick Middle School W.P. McLean Middle School Meacham Middle School Meadowbrook Middle School Monnig Middle School Morningside Middle School Riverside Middle School Riverside Middle School Stripling Middle School J. Martin Jacquet Middle School Wedgwood Middle School Leonard Middle School International Newcomer Academy McLean 6<sup>th</sup> Grade Center Jean McClung Middle School

\*Denotes Leadership Academy

#### RATIONALE:

The CTE Data Collection and Analysis Program provides a variety of areas that can run reports efficiently. The program extracts student schedules from Focus and cross-checks with each student's program of study and automates CTE student coding. The program's student certification feature allows for teachers to submit student certification results and upload the certification, allowing the CTE Department to validate state certifications prior to submitting to the state. Additionally, the program tracks CTSOs across the District, advisors, students for recognition and advisor stipends. The program also features an inventory management system that tracks all grantfunded and other CTE equipment across the District.

#### **INFORMATION SOURCE:**

Dr. Charles Garcia, Area Superintendent, Area #1



CEV Multimedia, LLC 1020 SE Loop 289 Lubbock, TX 79404 **Phone** 800/922-9965 \* 806/745-8820 **Fax** 800/243-6398 \* 806/745-5300 **E-Mail** customersupport@icevonline.com

BILL TO

Fort Worth Independent School District Accounts Payable Dept. 7060 Camp Bowie Blvd Fort Worth, Texas 76116 Quote: Q-45896 Today's Date: 6/18/2024 Start Date: 9/1/2024 End Date: 8/31/2025 TIPS Contract #: 230105

**SHIP TO** Fort Worth Independent School District Stephanie Tennyson stephanie.tennyson@fwisd.org

| Purchase Order No. | Customer ID | Salesperson ID | Territory ID | Payment Terms |
|--------------------|-------------|----------------|--------------|---------------|
| Pending            | FORT0037    | TX20           | iCEV-CTE     | Net 30        |

| Qty | Item #               | Description                        | Term   | Ext. Price  |
|-----|----------------------|------------------------------------|--------|-------------|
| 1   |                      | TX - National Eduthings -          | 12     | \$0.00      |
| 1   | EduData-TX-Tier<br>6 | TX - Eduthings: CTE Data - Tier 6  | 12     | \$61,562.50 |
| 1   | EduINV-TX-Tier 6     | TX - Eduthings: Inventory - Tier 6 | 12     | \$19,375.00 |
|     |                      |                                    | TOTAL: | \$80,937.50 |

#### iCEVonline.com CANCELLATION & REFUND POLICY

**No charge** for cancellation within 30 days of receipt of purchase order. **No cancellation or refund** after 30 days of receipt of purchase order.

Quote valid for 90 days

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## TOPIC:APPROVE PURCHASE OF INTERIM ASSESSMENTS FOR CAREER<br/>AND TECHNICAL EDUCATION

#### **BACKGROUND:**

Fort Worth Independent School District is committed to preparing students for college and career readiness in their chosen Career and Technical Education field of study. This program will provide yearly, objective interim assessments to students enrolled in selected Career and Technical Education courses. This will also provide District, campus, course, and student data that will allow campus and District personnel to evaluate student progress and guide instructional planning.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

- 1. Approve Purchase of Interim Assessments for Career and Technical Education
- 2. Decline to Approve Purchase of Interim Assessments for Career and Technical Education
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Interim Assessments for Career and Technical Education

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

General Fund 199-11-6399-221

#### COST:

\$137,785.00

#### VENDOR(S)/PROVIDER(S):

YouScience, LLC

#### **PURCHASING MECHANISM:**

**Competitive Solicitation** 

RFP 23-143

<u>Bid/Proposal Statistics</u> Bid Number: 23-143 Number of Bid/Proposals received: 1 HUB Firms: 0 Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. 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:

**High Schools** Amon Carter-Riverside High School Arlington Heights High School South Hills High School Diamond Hill-Jarvis High School Paul Laurence Dunbar High School Eastern Hills High School North Side High School Polytechnic High School Paschal High School Trimble Technical High School Southwest High School Western Hills High School O.D. Wyatt High School Benbrook Middle/High School Young Women's Leadership Academy Texas Academy of Biomedical Science Young Men's Leadership Academy World Language Institute TCC South/FWISD Collegiate Academy I.M. Terrell Academy for STEM & VPA

Middle Schools Daggett Middle School J.P. Elder Middle School \*The Leadership Academy at Forest Oak Middle School William James Middle School Kirkpatrick Middle School W.P. McLean Middle School Meacham Middle School Meadowbrook Middle School Monnig Middle School 235 Riverside Middle School Rosemont Middle School Stripling Middle School J. Martin Jacquet Middle School Wedgwood Middle School Leonard Middle School International Newcomer Academy Jean McClung Middle School

\*Denotes Leadership Academy

#### RATIONALE:

The primary purpose of including interim assessments in Career and Technical Education and Technology Applications courses is to measure student growth in learning. Interim assessments also help teachers gauge instruction based on student data results as well as help the department evaluate course content and curriculum.

#### **INFORMATION SOURCE:**

Dr. Charles Garcia, Area Superintendent, Area #1

# you science

| Company Address         | 751 E 700 S # 200<br>American Fork, UT 84003<br>US                | Created Date<br>Expiration Date<br>Prepared By<br>Phone | 4/12/2024<br>9/30/2024<br>Britney Miles<br>(385) 273-0749         |
|-------------------------|---|---|---|
|                         |   | Email   | britney.miles@youscience.com                                      |
| Contact Name<br>Email   | Robert Wright<br>robert.wright@fwisd.org                          |   |   |
| Bill To Name<br>Bill To | FORT WORTH ISD<br>7060 CAMP BOWIE BLVD<br>FORT WORTH, TX 76116 US | Ship To Name<br>Ship To                                 | FORT WORTH ISD<br>7060 CAMP BOWIE BLVD<br>FORT WORTH, TX 76116 US |

| Product   | List Price | Sales Price | Quantity | Discount (Percentage) | Total Price |
|---|------------|-------------|----------|-----------------------|-------------|
| Industry Recognized Certifications   Site License - High School   | \$5,450.00 | \$5,450.00  | 20.00    | 15.00%                | \$92,650.00 |
| Industry Recognized Certifications   Site License - Middle School | \$2,950.00 | \$2,950.00  | 18.00    | 15.00%                | \$45,135.00 |

| List Price Amount | \$162,100.00 |
|-------------------|--------------|
| Subtotal          | \$162,100.00 |
| Discount          | 15.00%       |
| Total Price       | \$137,785.00 |
| Grand Total       | \$137,785.00 |

#### Products and Schools

## Products and Schools

Industry Recognized Certifications | Site License - High School

Locations:

- 1. Arlington Heights HS
- 2. Benbrook M-HS
- 3. Carter-Riverside HS
- 4. Diamond Hill-Jarvis HS

Quote Number 00005882

- 5. Dunbar HS
- 6. Eastern Hills HS
- 7. I.M. Terrell Academy
- 8. North Side HS
- 9. O.D. Wyatt HS
- 10. Paschal HS
- 11. Polytechnic HS
- 12. South Hills HS
- 13. Southwest HS
- 14. TCC South HS
- 15. Texas Academy of Biomedical Sciences
- 16. Trimble Technical HS
- 17. Western Hills HS
- 18. Young Men's Leadership Academy
- 19. Young Women's Leadership Academy
- 20. World Languages Institute

#### Industry Recognized Certifications | Site License - Middle School

Locations:

- 1. Daggett MS
- 2. Leadership Academy at Forest Oak MS
- 3. International Newcomer Academy
- 4. Jean McClung MS
- 5. J.P. Elder MS
- 6. Kirkpatrick MS
- 7. Leonard MS
- 8. McLean MS
- 9. Meacham MS
- 10. Meadowbrook MS
- 11. Monnig MS
- 12. Morningside MS
- 13. Phalen Leadership Academy at J.M. Jacquet MS
- 14. Riverside MS
- 15. Rosemont MS
- 16. Stripling MS
- 17. Wedgwood MS
- 18. William James MS

\*Unlimited admins, teachers, and students

\*Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite)

\*Career Connections

\*Analytic tools, reporting suite, and admin dashboard

\*SSO/SIS Integration

\*Training and implementation included

\*Site license does not grant access to partner exams i.e. LAPSEN, NECI 9-1-1, IFPO CPO, NHSC

Quote Number 00005882

Your access and use of the services provided by YouScience, LLC is subject to and governed by the YouScience Local Education Agency Subscription Agreement and Data Privacy Addendum available online at https://www.youscience.com/local-education-agency-subscription-agreement/ and https://www.youscience.com/data-privacy-addendum/

Invoices paid by credit card with balances greater than \$1,000 will be charged an additional 3% fee.

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **TOPIC:** APPROVE PURCHASE OF ENGLISH LANGUAGE DEVELOPMENT INSTRUCTIONAL STRATEGIES FOR SECONDARY ESL STUDENTS AND PROFESSIONAL DEVELOPMENT FOR ADMINISTRATIVE STAFF AND TEACHERS TO ACCELERATE STUDENTS' ENGLISH LANGUAGE PROFICIENCY FOR SECONDARY ESL STUDENTS.

#### **BACKGROUND:**

Our goal is to decrease the number and percent of EB students classified at the secondary level as long-term emergent bilingual, or LTEL. We have over 15,000 students identified as Emergent Bilingual. Nearly 85% of those students have been in U.S. schools for six or more years and coded as program participants, this supplemental resource provides teachers with strategies that address language support, academic achievement, and vocabulary development, and when used with fidelity will support increased in linguistic ability in listening, speaking, reading, and writing.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

1. Approve purchase of English Language Development Instructional Strategies for Secondary ESL Students and Professional Development for Administrative Staff and Teachers to Accelerate Students' English Language Proficiency for Secondary ESL Students.

 Decline to Approve purchase of English Language Development Instructional Strategies for Secondary ESL Students and Professional Development for Administrative Staff and Teachers to Accelerate Students' English Language Proficiency for Secondary ESL Students.
 Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve purchase of English Language Development Instructional Strategies for Secondary ESL Students and Professional Development for Administrative Staff and Teachers to Accelerate Students' English Language Proficiency for Secondary ESL Students.

## FUNDING SOURCE: Additional Details

| Special Revenue | 263-11-6399-590 |
|-----------------|-----------------|
| -               | 263-13-6299-590 |

#### COST:

\$ 234,575.00

#### VENDOR(S)/PROVIDER(S):

Curriculum Associates, LLC

#### **PURCHASING MECHANISM:**

Competitive Solicitation RFP 21-091-G

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

| Arlington Heights HS    | North Side HS                 | Western Hills HS                  |
|-------------------------|-------------------------------|-----------------------------------|
| Benbrook                | Paschal HS                    | World Language Institute          |
| Carter-Riverside HS     | Polytechnic HS                | OD Wyatt HS                       |
| Diamond Hill-Jarvis HS  | South Hills HS                | Young Men's LA                    |
| Dunbar HS               | Southwest HS                  | Young Women's LA                  |
| Eastern Hills HS        | TABS                          | Applied Learning Academy          |
| I.M. Terrell            | TCC-South/FWISD<br>Collegiate | Benbrook                          |
| Marine Creek Collegiate | Trimble Technical             | Daggett MS                        |
| Elder MS                | Jacquet MS                    | Kirkpatrick MS                    |
| Forest Oak              | William James MS              | Leonard MS                        |
| McClung MS              | Meadowbrook MS                | Riverside MS                      |
| McLean MS               | Monnig MS                     | Rosemont MS                       |
| Meacham MS              | Morningside MS                | Stripling MS                      |
| Wedgwood MS             | Success HS                    | International-Newcomer<br>Academy |

#### **RATIONALE:**

This supplemental resource is needed for these campuses as they serve our secondary EB students. The students must make progress on TELPAS in all domains (listening, speaking, reading, and writing). For secondary EB students to meet Advanced and Advanced-High levels of English proficiency, students must increase their use of academic vocabulary. All core content must be comprehensible for secondary EB students to increase their knowledge of on-level academic vocabulary to use independently, effectively, and routinely. Our goal is to raise our percentage of EB students making progress on TELPAS from 27% districtwide to the state expectation of a minimum of 44% making progress. This resource has proven positive results that align to our goal of increasing student achievement.

#### **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Area Superintendent, Area #2

## Curriculum Associates, LLC Price Quote - Q-47220

Version: 1 Quote Date: 4/8/2024 Quote Expiration Date: 5/8/2024

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to Fort Worth Independent School District RFP 21-091-G ("Contract"). In the event of any conflict between this Order Form and the Contract, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

| Company: Curriculum Associates, LLC                      | Customer: Fort Worth Independent School District,<br>TX  |
|--|--|
| Representative: Kathy Davis                              | Contact Name: Marie Mendoza                              |
| Email: kathy.davis@ellevationeducation.com               | Email: marie.mendoza@fwisd.org                           |
| Phone: 617-307-5755                                      | Phone: 817.814.2424                                      |
| Address: 153 Rangeway Road,<br>North Billerica, MA 01862 | Address: 7060 Camp Bowie Blvd<br>Fort Worth, Texas 76116 |
| Start Date: 7/1/2024                                     | End Date: 6/30/2025                                      |

## **Subscription Fees**

| Product                  | Quantity | Unit Price         | <b>Total Fees</b> |
|--------------------------|----------|--------------------|-------------------|
| 2024 - Ellevation Basics | 29,000   | \$16,500.00        | \$16,500.00       |
| Strategies (per School)  | 42       | \$4,000.00         | \$168,000.00      |
|                          | St       | ubscription Total: | \$184,500.00      |

### **Services Fees**

| Product  | Quantity | Unit Price  | Discount | t Training<br>Product | Total Fees  |
|--|----------|-------------|----------|-----------------------|-------------|
| Ellevation Data/Implementation                 | 1        | \$2,475.00  |          |                       | \$2,475.00  |
| Strategies Data/Implementation                 | 1        | \$25,200.00 | 50 %     |                       | \$12,600.00 |
| In-Person Training                             | 6        | \$5,000.00  | 25 %     |                       | \$22,500.00 |
| Getting Started Training -<br>Strategies       | 4        | \$2,500.00  | 25 %     |                       | \$7,500.00  |
| Online Webinar Training - 1 Hr<br>(Strategies) | 4        | \$1,250.00  |          | Strategies            | \$5,000.00  |
|  |          |             |          | Services Savings      | \$22,600.00 |
|  |          |             |          | Services Total:       | \$50,075.00 |

## Total Investment - Q-47220

|                                       | Savings Total:       | \$22,600.00       |
|---------------------------------------|----------------------|-------------------|
|                                       | Grand Total:         | \$234,575.00      |
| Invoicing Schedule: Up Front, In Full | Payment Term: Net 30 | Contract Term: 12 |

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## **<u>TOPIC:</u>** APPROVE THE PURCHASE OF AN ONLINE ENGLISH LANGUAGE DEVELOPMENT PLATFORM FOR K-12 EMERGENT BILINGUAL STUDENTS TO ENHANCE THEIR ENGLISH LANGUAGE PROFICIENCY.

#### BACKGROUND:

Our goal is to decrease the number and percent of EB students classified as long-term emergent bilingual, or LTEL. FWISD has nearly 30,000 EB students which comprises nearly 42% of the total student population. In 2023-24, nearly 85% of those EB students have been in U.S. schools for six or more years and are coded as program participants. This supplemental resource provides an online platform that focuses on students making steady progress toward English Proficiency growth goals. Additionally, this online platform provides language support for academic achievement, and vocabulary development. When used with fidelity, this resource supports increased linguistic ability in listening, speaking, reading and writing.

#### STRATEGIC GOAL:

1 - Increase Student Achievement

#### **ALTERNATIVES:**

1. Approve the purchase of an online English language development platform for emergent bilingual students in grades K-12 to enhance their English language proficiency.

 Decline to Approve the purchase of an online English language development platform for emergent bilingual students in grades K-12 to enhance their English language proficiency.
 Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of an online English language development platform for K-12 emergent bilingual students to enhance their English proficiency.

| <b>FUNDING SOURCE:</b> | Additional Details           |
|------------------------|------------------------------|
| Special Revenue        | 263-11-6399-590 \$690,825.00 |
| -                      | 263-13-6299-590 \$39,705.00  |

#### COST:

\$730,530.00

#### VENDOR(S)/PROVIDER(S):

Summit K-12

#### **PURCHASING MECHANISM:**

Competitive Solicitation RFP-24-067

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

|                             | Elementary                   |                             |
|-----------------------------|------------------------------|-----------------------------|
| Alice E. Carlson Elementary | M.H. Moore Elementary        | Western Hills Elementary    |
| Benbrook Elementary         | Morningside Elementary       | Worth Heights Elementary    |
| West Handley Elementary     | Charles L. Nash Elementary   | David K. Sellars Elementary |
| Burton Hill Elementary      | North Hi Mount Elementary    | J.T. Stevens Elementary     |
| Carroll Peak Elementary     | Oakhurst Elementary          | Atwood Elementary           |
| Carter ParkElementary       | Natha Howell Elementary      | McDonald Elementary         |
| Manuel Jara Elementary      | Oaklawn Elementary           | Riverside ALC Elementary    |
| George C. Clarke Elementary | A.M. Pate Elementary         | Daggett Montessori          |
| Lily B. Clayton Elementary  | M.L. Phillips Elementary     | Elementary                  |
| Hazel Harvey Elementary     | Ridglea Hills Elementary     | Bill J. Elliott Elementary  |
| PeaceElementary             | Luella Merrett Elementary    | Westpark Elementary         |
| Daggett Elementary          | Versia L. Williams           | T.A. Sims Elementary        |
| Rufino Mendoza Elementary   | Elementary                   | Edward J. Briscoe           |
| De Zavala Elementary        | Maudrie M. Walton            | Elementary                  |
| Diamond Hill Elementary     | Elementary                   | Woodway Elementary          |
| S.S. Dillow Elementary      | Sam Rosen Elementary         | Lowery Road Elementary      |
| Eastern Hills Elementary    | Sagamore Hill Elementary     | Alice D. Contreras          |
| East HandleyElementary      | Bruce Shulkey Elementary     | Elementary                  |
| Christene C. Moss           | Richard J. Wilson Elementary | Clifford Davis Elementary   |
| Elementary                  | South Hi Mount Elementary    | Cesar Chavez Elementary     |
| Harlean Beal Elementary     | South Hills Elementary       | Bonnie Brae Elementary      |
| Glen Park Elementary        | Springdale Elementary        | Seminary Hills Park         |
| W.M. Green Elementary       | Sunrise-McMillan             | Elementary                  |
| Greenbriar Elementary       | Elementary                   | Dolores Huerta Elementary   |
| Van Zandt-Guinn Elementary  | Tanglewood Elementary        | Overton Park Elementary     |
| Hubbard Heights Elementary  | W.J. Turner Elementary       | Rolling Hills Elementary    |
| H.V. Helbing Elementary     | Washington Heights           |                             |
| Kirkpatrick Elementary      | Elementary                   |                             |
| Meadowbrook Elementary      | Waverly Park Elementary      |                             |
| McRae Elementary            | Westcliff Elementary         |                             |
|                             | Westcreek Elementary         |                             |

| Middle  | High  | Middle/High  |
|---|---|--|
| Daggett Middle<br>J.P. Elder Middle<br>William James Middle<br>Kirkpatrick Middle<br>W.P. McLean Middle<br>W.A. Meacham Middle<br>Meadowbrook Middle<br>William Monnig Middle<br>Morningside Middle<br>Applied Learning Academy<br>Middle<br>Riverside Middle<br>Rosemont Middle<br>Stripling Middle<br>J. Martin Jacquet Middle<br>Wedgewood Middle<br>Leonard Middle<br>International Newcomer<br>Academy<br>McLean 6th Grade Center<br>Jean McClung Middle | Carter-Riverside High<br>Arlington Heights High<br>South Hills High<br>Diamond Hill-Jarvis High<br>Dunbar High<br>Eastern HillsHigh<br>North Side High<br>Polytechnic High<br>Paschal High<br>Trimble Technical High<br>Southwest High<br>Western Hills High<br>O.D. Wyatt High<br>Success High<br>Texas Academy of<br>Biomedical Sciences<br>TCC South Collegiate High<br>I.M. Terrell Academy | Benbrook Middle/High<br>Young Women's Leadership<br>Academy<br>Young Men's Leadership<br>Academy<br>World Languages Institute<br>Marine Creek Collegiate |

#### **RATIONALE:**

This supplemental resource is needed for our campuses as our district comprises nearly 42% of students identified as emergent bilingual. The students must make progress on TELPAS in all domains (listening, speaking, reading, and writing). For EB students to meet the Advanced and Advanced-High levels of English proficiency, they must increase their use of academic vocabulary. All core content must be comprehensible for emergent bilingual students to increase their knowledge of on-level academic vocabulary to use independently, effectively, and routinely. Our goal is to raise our percentage of EB students making progress on TELPAS.

#### **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Area Superintendent, Area #2



#### Summit K12 Quotation Form Quotes are valid 90 days from Creation Date (If purchase request is dated on or before the above date, then quote price is valid and honored)

| Created Date   | 7/26/2024 | Quote Number | 00007408                               |
|--|-----------|--------------|--|
| Subscription End   | 6/30/2025 | Vendor #     | 19211                                  |
| Date   |           | Account Name | Fort Worth Independent School District |
| Summit K12<br>PO Box 26841, Austin, TX 78755<br>P: 844-331-4737   Fax: 866-490-8158 orders@summitk12.com |           | Contact Name | Marie Mendoza                          |
|  |           | Email        | marie.mendoza@fwisd.org                |
|  |           | ESC          | 11                                     |
| Prepared By  | Kari Clay |              |  |

#### Notes:

Email

Phone

25,000 Total Student Licenses 783 Total Teacher Licenses

kari.clay@summitk12.com

(844) 331-4737

| Product  | Product Code   | Sales<br>Price | Quantity | Total Price  |
|--|----------------|----------------|----------|--------------|
| Renewal TX ELD Mastery C2L LS RW ELPS Mastery - 10,000+                              | 9781433403897R | \$26.85        | 7,835    | \$210,369.75 |
| Add-On TX ELD Mastery C2L LS RW ELPS Mastery - 10,000+                               | 9781433403897A | \$26.85        | 17,165   | \$460,880.25 |
| Renewal C2L TELPAS Teacher - Connect to Literacy English Language Development        | 9781433406157R | \$25.00        | 283      | \$7,075.00   |
| Add-On C2L TELPAS Teacher - Connect to Literacy English Language Development         | 9781433406157A | \$25.00        | 500      | \$12,500.00  |
| Professional Development - C2L TELPAS Custom PD - 3 Hours/Single Session -<br>Online | PD1320         | \$995.00       | 23       | \$22,885.00  |
| Professional Development - C2L TELPAS Custom PD - 1 Day, AM/PM Sessions -<br>Onsite  | PD1326         | \$2,890.00     | 5        | \$14,450.00  |
| Professional Development - C2L TELPAS Leadership Check-Ins - Online                  | PD1353         | \$1,185.00     | 2        | \$2,370.00   |

Total Price

\$730,530.00

#### Professional Development

Up to 30 participants for online and 50 participants for on-site PD sessions.

Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

| TERMS and CONDITIONS | Privacy Policy<br>https://www.summitk12.com/privacy-policy |
|----------------------|--|
| How to Order         | 248  |

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#### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC:</u>** APPROVE AGREEMENT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND LEADERSHIP FORT WORTH FOR ADMISSION INTO THE LEADERKIDS PROGRAM FOR THE 2024-2025 SCHOOL YEAR.

#### **BACKGROUND:**

Fort Worth ISD (FWISD) has a long-standing partnership with Leadership Fort Worth through LeaderKids. This youth program offers well-rounded leadership opportunities for FWISD eighth-grade middle school students in an effort to develop future leaders and to encourage an appreciation for civic duty. In selecting the two (2) eighth-grade participants from each middle school campus, LeadersKids staff will work in tandem with Intervention Specialists on the campuses.

LeaderKids staff engage students in learning the five (5) pillars of leadership, while also working with them in planning and executing a community service project with the City of Fort Worth, lending to the beautification of areas and building a sense of pride. Students work closely with Leadership Fort Worth staff, approved student mentors with Texas Christian University (TCU) to host organizations, multiple community partners and sponsors. This partnership will not incur any cost to Fort Worth ISD. Unless terminated earlier by either party, the agreement will remain in force through June 2025.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

 Approve Agreement Between the Fort Worth Independent School District and Leadership Fort Worth for Admission into the LeaderKids Program in the 2024-2025 School Year.
 Decline to Approve Agreement Between the Fort Worth Independent School District and Leadership Fort Worth for Admission into the LeaderKids Program for the 2024-25SY.
 Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Agreement Between the Fort Worth Independent School District and Leadership Fort Worth for Admission into the LeaderKids Program for the 2024-25SY.

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

No Cost Not Applicable

#### COST:

No Cost

#### VENDOR(S)/PROVIDER(S):

Leadership Fort Worth

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Various Fort Worth ISD Middle Schools

#### RATIONALE:

The LeaderKids initiative builds on five (5) leadership practices: Model the Way, Inspire a Shared Vision, Enable Others to Act, Challenge the Process, and Encourage the Heart. These practices help to cultivate leadership qualities in the middle-school participants. Students also learn about the importance of civic engagement and community service. Alumni of the LeaderKids program, historically, graduate from high school and pursue post-secondary education while evolving as leaders within their communities.

#### **INFORMATION SOURCE:**

Dr. Tamekia Brown, Area Superintendent, Area #3

#### Partnership Agreement 2024 - 2025 Leadership Fort Worth (LFW) 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.

This Partner Agreement sets for the terms and understanding between the LFW and FWISD for the LeaderKids program. FWISD serves as the coordinating body for the LeaderKids program, ensuring access to potential 7<sup>th</sup> and 8<sup>th</sup> grade students for admission into the program for the 2024/2025 school year and LFW fiscal year 2024-2025 (August 1, 2024-June 30, 2025).

#### Background

LFW, FWISD and Texas Christian University (TCU) have a longstanding relationship supporting the leadership development of FWISD 7<sup>th</sup> and 8<sup>th</sup> grade students prior to their entrance into High School.

LFW partners with FWISD Intervention Specialists and Student Counselors to identify the most appropriate student for the program. LeaderKids has been operational since 1995, has supported over 1,200 students from 24-25 schools. The annual budget for the program is \$80,000

#### Purpose

The purpose of this Partner Agreement is to outline the responsibilities of each party.

LFW is responsible for the following:

- Establishing the annual program calendar for the 2024-25 school year, proposed field trip dates are: 10/22, 11/12, 1/28, 2/25, 3/25 and 5/6.
- Meeting with and supporting the training for the TCU mentors
- Setting and facilitating an annual meeting for stakeholders
- Provision of application packets for FWISD IS's and Counselors
- Conducting student interviews with trained volunteers
- Ensuring all volunteers complete FWISD volunteer application for background check purposes
- Draft, outline and implement program procedures and curriculum
- Organize all program day logistics with the support of community members and partner organizations
- Engage with community members for potential partnership
- Set up and outline the end of program service project
- Draft the bus routes and ensure routes are sent within 1-week of the next program date, with pick up & drop locations for each student
- Communicate funding needs to appropriate stakeholders
- Provision of an incident report for all parties with direct student engagement
- TCU Students have a background check conducted by TCU to be a part of the program.
- LFW Staff have a background check completed via the FWISD volunteer services process.

FWISD is responsible for the following:

- · Connect LFW to campus staff, including IS and Counselors for program overview
- Serve as the point of contact and advisors for how to intervene if support to student is needed during a program day
- Provide support for organizing transportation between LFW and FWISD transportation department
- Provide required student information for the application, translation support during parent meetings and access to records of students following graduation from LFW LeaderKids Program
- Share annual household income buckets for each student applying for the LeaderKids program
- Provide bus drivers and busses to pick up stggqnts from school, take them to program sites and then transport each student home at the end of the field trip.

#### Reporting

LFW will submit an annual report to key stakeholders of LeaderKids Program.

#### Mentor outcomes:

- Consistent engagement with youth
- Observation of leadership development in youth
- Practicing leadership skills ahead of entering the workforce
- Awareness of public education gaps and opportunities to support

#### Mentee outcomes:

- Increased confidence
- Connection to community resources and support networks
- Exposure to various pathways to leadership
- Enhanced communication skills
- Service learning

#### LeaderKids 2023-2024 students indicated:

- 100% connectivity to their TCU mentor, consistent engagement
- 93% connectivity to their peers
- 35% growth in confidence in speaking about their strengths (from 64% at the beginning of the program to 100% at the closing)
- 85% of students reported increased knowledge of their strengths
- 95% of students had increased awareness of educational and career opportunities beyond high school
- 95% of students connected with a supportive network of mentors via TCU, Leadership Fort Worth and community leaders
- 85% of students have practiced service learning and project management skills

#### Funding

Foundation and grant funding are key in providing funding for LeaderKids on an annual basis. In addition to grant funding, LFW seeks in-kind contributions, monetary donations and sponsorship support from host venues and TCU to support the needs of the LeaderKids program. FWISD provides no funding for this program except transportation costs.

#### Duration

This Partnership Agreement may be modified by mutual consent of authorized officials from LFW and FWISD. This Partnership Agreement shall become effective upon signature by the authorized officials from LFW and FWISD and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from LFW and FWISD this Partnership Agreement shall end on June 30, 2025.

Contact Information Partner name Partner representative Position Address Telephone E-mail

Leadership Fort Worth Jennifer Trevino Executive Director 5049 Edwards Ranch Rd Fort Worth, TX 76109 817-319-5876 Jennifer.Trevino@leadershipfortworth.org

Partner name Partner representative Position Address Telephone E-mail Forth Worth Independent School District Jamaal Moore Restorative Practices and Responsive Settings, Director 2801 Patino Road, #123, Fort Worth, TX 76112 817-814-2914 jamaal.moore@fwisd.org

DocuSigned by:

Jennifer Trevino

7/3/2024 Date: \_\_\_\_\_

6610E7CAFB44490... Jennifer Trevino Executive Director Leadership Fort Worth

—DocuSigned by: Jamaal Moore

222 -зс913ABFCBA74F9.....'/9/2024 \_\_\_\_\_ Date: \_\_\_\_\_

Damekin Love forom 07/10/2024

Jamaal Moore Director Restorative Practices and Responsive Settings

DocuSigned by:

As to Form:

Lynda Jackson Signature:

FWISD Legal Services

Date: 07.11.2024

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **<u>TOPIC:</u>** APPROVE INTERLOCAL AGREEMENT BETWEEN FWISD AND THE CITY OF FORT WORTH TO PROVIDE JOB TRAINING FOR SPECIAL NEEDS STUDENTS

#### BACKGROUND:

This Interlocal Agreement between the FWISD and the City for Fort Worth Parks and Recreation will create a successful, inclusive environment for community members and students with Intellectual or Developmental Disabilities (IDD) through: promotion of community connections, offering of social outreach, leadership development opportunities, planned events, engaging activities that support social outreach. This agreement has been active since 2021.

#### **STRATEGIC GOAL:**

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

#### **ALTERNATIVES:**

1. Approve Interlocal Agreement between FWISD and the City of Fort Worth to Provide Job Training for Special Needs Students

2. Decline to Approve Interlocal Agreement between FWISD and the City of Fort Worth to Provide Job Training for Special Needs Students

3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement between FWISD and the City of Fort Worth to provide Job Training for Special Needs Students

# **FUNDING SOURCE:** <u>Additional Details</u>

No Cost Not Applicable

COST:

No Cost

#### VENDOR(S)/PROVIDER(S):

City of Fort Worth

# **PURCHASING MECHANISM:**

Not a Purchase

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

District Wide

# **RATIONALE:**

City of Fort Worth desires for Fort Worth Independent School District to provide special education training opportunities for the City staff working with adults and children with IDD: in exchange, the City of Fort Worth will provide Fort Worth Independent School District individuals with intellectual or developmental disabilities students and graduates that are 18 years of age or older with volunteer opportunities and free memberships to its community centers. The residents of the City of Fort Worth will benefit from the Fort Worth Independent School District's special education training because the City of Fort Worth employees will be better trained to manage adults and children with IDD.

# **INFORMATION SOURCE:**

Dr. Tamekia Brown, Area Superintendent, Area #3

#### FIRST AMENDMENT AND THIRD RENEWAL OF CITY SECRETARY CONTRACT NO. 55995

This **FIRST AMENDMENT AND THIRD RENEWAL** ("First Amendment and Third Renewal") is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas ("City"), acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District ("FWISD"), acting by and through its duly authorized representative. City and FWISD are herein referred to individually as a ("Party") and collectively as the ("Parties").

WHEREAS, on July 12, 2021, the City and FWISD entered into an Interlocal Agreement to provide opportunities for leadership development, community connection and employment for individuals with intellectual or developmental disabilities at various Community Centers throughout the City, the same being City Secretary Contract ("CSC") Number 55995 ("Agreement");

WHEREAS, the Agreement provides an initial one-year term ("Initial Term") with ten (10) one-year renewal terms (each a "Renewal Term");

WHEREAS, the Agreement expired on July 11, 2022;

WHEREAS, the Parties have continued to perform in accordance with the terms and conditions of the Agreement;

**WHEREAS,** the City and FWISD wish to amend the Agreement to revise the language for renewal terms;

**WHEREAS,** the Parties acknowledge that the First Renewal Term and Second Renewal Term were not exercised;

**WHEREAS,** it is the collective desire of the Parties to extend this Agreement through the Third Renewal Term; and

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the City and the Instructor agree to amend and renew and extend the Agreement as follows:

#### I.

Subsection 1.02, Section 1 of the Agreement "Term and Termination" is hereby amended to read as follows:

The Initial Term will renew automatically for ten (10) successive one-year terms under the same terms and conditions of this Agreement (each a "Renewal Term"), unless terminated by either Party;

The Parties hereby agree to renew and extend the Agreement for an additional one-year period, effective July 12, 2024 and expiring on July 11, 2025.

# III.

(1) All terms and conditions of the Agreement that are not expressly amended pursuant to this First Amendment and Third Renewal shall remain in full force and effect.

(2) All terms in this First Amendment and Third Renewal that are capitalized but not defined shall have the same meanings assigned to them in the Agreement.

# (Signature page follows)

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment and Third Renewal in Tarrant County, Fort Worth, Texas.

| CITY:  | FWISD:  |
|--|---|
| CITY: By: Name: Jesica McEachern Title: Assistant City Manager Date: | FWISD:         By:         Name: Dr. Angélica M. Ramsey         Title:       Superintendent, Fort Worth ISD         Date: |
|  | By:<br>Name: Alexander Athanason<br>Title: Staff Attorney   |
|  | Date: 07/15/2024  |
|  |   |

(Signature page continues below)

# FOR CITY OF FORT WORTH INTERNAL PROCESSES:

| Approval Recommended:  | Contract Compliance Manager:   |
|--|--|
| By:<br>Name: Dave Lewis<br>Title: Deputy Director<br>Park & Recreation Department  | By signing I acknowledge that I am the<br>person responsible for the monitoring and<br>administration of this contract, including<br>ensuring all performance and reporting<br>requirements. |
| By:<br>Sandra Youngbrood (Jun 10, 2024 13:08 CDT)<br>Name: Sandra Youngblood<br>Title: Assistant Director<br>Park & Recreation Department  | By:<br>Name: Kelli Pickard<br>Title: Assistant Director<br>Park & Recreation Department  |
| Approved as to Form and Legality:  |  |
| Trey Qualls         By:       Trey Qualls (Jun 5, 2024 12:41 CDT)         Name:       Trey Qualls         Title:       Assistant City Attorney         Contract Authorization:       M&C: 21-0490         Form 1295:       N/A | City Secretary:<br>By:<br>Name: Jannette S. Goodall<br>Title: City Secretary   |

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

#### **<u>TOPIC</u>**: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TARRANT COUNTY HOSPITAL DISTRICT DBA JPS HEALTH NETWORK AND FWISD TO PROVIDE EDUCATIONAL SERVICES TO IN-PATIENT STUDENTS

#### **BACKGROUND:**

As required by federal and state law, Fort Worth ISD provides educational instruction and related services to middle and high school aged patients in need of psychiatric services and to those students who are admitted to the hospital. The original agreement was approved in 2018. The district will provide staff to service students admitted to the psychiatric unit. This MOU renewal will continue to allow the district to provide Free and Appropriate Public Education (FAPE) as mandated by federal and state regulations.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES**:

 Approve Memorandum of Understanding Between Tarrant County Hospital District dba JPS Health Network and FWISD to provide Educational Services to In-Patient Students
 Decline to Approve Memorandum of Understanding Between Tarrant County Hospital District dba JPS Health Network and FWISD to provide Educational Services to In-Patient Students

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between Tarrant County Hospital District dba JPS Health Network and FWISD to provide Educational Services to In-Patient Students

#### **FUNDING SOURCE:**

#### Additional Details

No Cost

# COST:

No Cost

# VENDOR(S)/PROVIDER(S):

Tarrant County Hospital District dba JPS Health Network

# **PURCHASING MECHANISM:**

Not a Purchase

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

District Wide Middle and High Schools

# RATIONALE:

As required by federal and state law, Fort Worth ISD provides educational instruction and related services to middle and high school aged patients in need of psychiatric services and to those students who are admitted to the hospital.

# **INFORMATION SOURCE:**

Dr. Tamekia Brown, Area Superintendent, Area #3

#### AGREEMENT FOR THE PROVISION OF EDUCATIONAL SERVICES

This Agreement for the Provision of Educational Services ("Agreement") is effective July 1, 2024 ("Effective Date"), and entered into by and between **Tarrant County Hospital District**, **d/b/a JPS Health Network** ("JPS") and the **Fort Worth Independent School District** ("FWISD"), each a unit of local government. JPS and FWISD may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

#### RECITALS

WHEREAS, JPS, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, JPS has developed and maintains the infrastructure, expertise and resources necessary to provide clinical and behavioral health care services to middle school and high school aged patients admitted to its Trinity Springs campus in Fort Worth, Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to provide educational instruction and related services to the middle school and high school aged patients admitted to JPS's Trinity Springs Pavilion for Psychiatric Services in Fort Worth, Tarrant County, Texas ("Trinity Springs"); and

WHEREAS, it is the Parties' intention to mutually establish and maintain a quality educational instruction program to benefit the residents of Tarrant County, Texas and the Eligible Children (as defined herein); and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, JPS and FWISD hereby agree as follows:

#### **ARTICLE 1. DEFINITIONS**

- **1.1** Agreement: Agreement shall mean this agreement between JPS and FWISD for the Provision of Educational Services.
- **1.2** Educational Team: The Educational Team shall mean persons duly certified by the State of Texas to deliver educational instruction in Texas, and who are employed by FWISD to deliver educational instruction to the Eligible Children under the direction of the FWISD Homebound Principal (defined herein).
- **1.3** Eligible Child(ren): Eligible Child(ren) shall mean an individual who is between the ages of 13 years old and 17 years old and who is admitted as a patient at Trinity Springs.
- **1.4 FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- **1.5 FWISD Homebound Principal:** The FWISD Homebound Principal shall mean the FWISD administrator tasked with the responsibility for organizing the delivery of educational instruction to the Eligible Children.

- **1.6 Health Care Team:** The Health Care Team shall mean the staff/personnel (as determined in JPS's sole discretion) providing clinical and behavioral health care services to the Eligible Children at Trinity Springs. Decisions regarding the Trinity Springs clinical and behavioral health care services staffing levels and adjustments to Trinity Springs staffing configurations shall be determined at the sole discretion of JPS.
- **1.7 HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and the regulations promulgated thereunder, as amended.
- **1.8 Protected Health Information or PHI:** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- **1.9** Student Education Records: Student Education Records shall mean the Eligible Child(ren)'s confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.

#### ARTICLE 2. TERM AND TERMINATION

- 2.1 This Agreement replaces the Parties' existing Interlocal Agreement for the Provision of Educational Services dated July 1, 2021.
- **2.2** This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ("Term").
- **2.3** During the Term, either Party may, at any time, give the other Party thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate at the end of such thirty (30) days.

#### ARTICLE 3. EDUCATIONAL INSTRUCTION SERVICES

- **3.1** FWISD shall provide the Educational Team at Trinity Springs for the provision of educational instruction to the Eligible Children under the direction of FWISD's Homebound Principal, according to the educational curriculum devised by FWISD, in its sole discretion, to be appropriate to the grade level and cognition level of the Eligible Children.
- **3.2** All clinical services shall be provided by the Health Care Team, at JPS's sole discretion, and under the direction of a supervising physician (who, at JPS's sole discretion, may or may not be onsite).
- **3.3** The Health Care Team and the Educational Team shall confer with each other regarding prescribed treatments and appropriate educational instruction provided to the Eligible Children.
- **3.4** The proposed hours of service for delivery of the educational instruction to the Eligible Children shall be determined by the Parties in consultation each with the other.
- **3.5** The Educational Team will provide the educational instruction to the Eligible Children onsite at Trinity Springs.

#### ARTICLE 4. FACILITIES; MAINTENANCE; INSTRUCTIONAL MATERIALS

- **4.1 Responsibilities of FWISD**. FWISD shall be responsible for the provision of all curriculum related matters, including all instructional materials, visual aids, textbooks, electronic devices and other related items and services necessary for the delivery of the educational instruction to the Eligible Children.
- **4.2 Responsibilities of JPS.** JPS shall provide suitable facilities at Trinity Springs "Facilities") for the Educational Team to deliver the educational services to the Eligible Child(ren). JPS shall maintain the Facilities and shall provide all janitorial services to the Facilities.

#### ARTICLE 5. COMPLIANCE

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party shall comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate compliance, except for records that are confidential and privileged by law.

- 5.1 FERPA Compliance. The Parties acknowledge that certain information about the Eligible Child(ren) is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of FREPA and related FWISD Board of Trustees Policy ("FWISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the Eligible Child(ren) or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's receipt of a request from JPS related to a particular Eligible Child, FWISD shall advise JPS whether that Eligible Child or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, JPS agrees that it may from time to time create, receive from or on behalf of FWISD, or have access to such FERPA Records. JPS represents, warrants, and agrees that, to the extent JPS receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement; (b) required by law; or (c) otherwise authorized by FWISD, and/or the Eligible Child(ren) or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which JPS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD, JPS agrees to provide FWISD with a written summary of the procedures JPS uses to safeguard the FERPA Records.
- **5.2 HIPAA Compliance.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding Eligible Child(ren), and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of PHI regarding Eligible Child(ren). Without limiting the obligations of FWISD otherwise set forth in this Agreement or imposed by applicable law, FWISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD performs in connection with this Agreement, including but not limited to, HIPAA

and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD shall:

- 5.2.1 not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- 5.2.2 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the JPS and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- 5.2.3 comply with Subpart C of 45 CFR Part 164 with regard to electronic PHI to prevent unauthorized use or disclosure of PHI;
- 5.2.4 report to JPS any use or disclosure of PHI not provided for by this Agreement, and report any breach of unsecured PHI or security incident, of which FWISD becomes aware;
- 5.2.5 make PHI available to JPS in accordance with applicable law;
- 5.2.6 permit JPS to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- 5.2.7 make available to JPS the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;
- 5.2.8 to the extent FWISD is to carry out JPS's obligation under Subpart E of 45 CFR Part 164, FWISD to comply with the applicable requirements of Subpart E in the performance of such obligation;
- 5.2.9 make FWISD's internal practices, books, and records relating to the use and disclosure of PHI received from JPS reasonably available to the Secretary of the United States Health & Human Services for purposes of determining JPS's compliance with applicable law;
- 5.2.10 upon expiration or termination of this Agreement, return to JPS or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible; and
- 5.2.11 ensure that any subcontractors that will have access to PHI agree to the same restrictions and conditions that apply to FWISD with respect to such information.

FWISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith. JPS may terminate this Agreement if JPS

determines that FWISD has violated a material term of this Section 5.2. The terms used in this Section 5.2 and not otherwise defined in this Agreement shall have the meanings assigned to them in the regulations promulgated under HIPAA.

#### ARTICLE 6. MISCELLANEOUS

- 6.1 Entire Agreement; Amendment. This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified or waived only by a separate writing executed by the Parties expressly so amending, modifying or waiving this Agreement.
- 6.2 Independent Relationship. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.
- 6.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.
- 6.4 **Dispute Resolution**. In the event of a dispute between the Parties regarding the Parties' respective responsibilities, the Parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both Parties.
- 6.5 **Insurance.** Each Party shall maintain at all times during this Agreement:
  - 6.5.1 self-insurance with combined limits of not less than \$100,000 per person and \$300,000 per occurrence for **bodily injury**, including death (in keeping with the terms of the Texas Tort Claims Act);
  - 6.5.2 self-insurance with limits of not less than \$100,000 per occurrence for **property damage** (in keeping with the terms of the Texas Tort Claims Act);
  - 6.5.3 workers' compensation self-insurance up to \$600,000 per occurrence; and
  - 6.5.4 excess **workers' compensation** insurance with a statutory maximum indemnity limit of \$2,000,000 per occurrence.

Each of the Parties is a political subdivision of the State of Texas and is subject to the Tort Claims Act.

- 6.6 **Press Releases.** Neither Party shall: (i) make any press release, public statement, or advertisement referring to this Agreement, or the Party's relationship with the other Party in connection with the Agreement, or (ii) release any information regarding the Agreement, for publication, advertisement or any other purpose without the prior written consent of the other Party.
- 6.7 Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, pandemics, or any similar cause beyond the reasonable control of the Parties.

- **6.8 Texas Public Information Act.** The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each Party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.
- 6.9 Fiscal Funding. The Parties hereby acknowledge that each of JPS and FWISD are each governmental entities subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier that the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.
- 6.10 Binding Agreement. The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
- 6.11 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

| If to FWISD:    | Dr. Angélica M. Ramsey<br>Superintendent of Schools<br>Fort Worth Independent School District<br>100 N. University Dr.<br>Fort Worth, TX 76107 |
|-----------------|--|
| With a copy to: | : Office of Legal Services<br>Fort Worth Independent School District<br>100 N. University Dr., Suite SW 172<br>Fort Worth, TX 76107            |
| If to JPS:      | Tarrant County Hospital District<br>Attn: President and CEO  |

1500 S. Main St. Fort Worth, TX 76104 Telephone: (817) 927-1234 Fax: (817) 924-1207

With a copy to: Chief Legal Officer Tarrant County Hospital District 1500 S. Main St. Fort Worth, TX 76104

6.12 Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

| <b>Fort Worth</b> | Independent | School | District |
|-------------------|-------------|--------|----------|
|-------------------|-------------|--------|----------|

By:

An

7/15/2024

Angélica M. Ramsey, Ph.D. Superintendent of Schools Date:

TSP Educational Services Agreement 053024.docx UCM 1243429

# Tarrant County Hospital District d/b/a JPS Health Network

|     | DocuSign | ed by: |
|-----|----------|--------|
| By: | karen    | Duncan |

Karen Duncan, M.D. President & CEO Date: 07/03/24 | 4:50 PM CDT

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COOK CHILDREN'S HEALTH CARE SYSTEM AND FORT WORTH INDEPENDENT SCHOOL DISTRICT.

# **BACKGROUND:**

This is an agreement between Cook Children's Health Care System and Fort Worth ISD to provide staff support to implement Parent Café programming at the Presbyterian Night Shelter. The agreement is from June 1, 2024 through September 30, 2024.

There will be no exchange of funds, but Cook Children's has agreed to provide an in-kind donation valued at \$2,500.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES**:

1. Approve Memorandum of Understanding between Cook Children's Health Care System and Fort Worth Independent School District.

2. Decline to Approve Memorandum of Understanding between Cook Children's Health Care System and Fort Worth Independent School District.

3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding between Cook Children's Health Care System and Fort Worth Independent School District.

# **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost

# COST:

No Cost.

# VENDOR(S)/PROVIDER(S):

Cook Children's Health Care Systems

# **PURCHASING MECHANISM:**

Not a Purchase

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

The agreement between Cook Children's Health Care and Fort Worth ISD will provide curriculum and resources for Homeless Education Linking Partners (H.E.L.P.) liaisons to facilitate the *Parent Café* program to Presbyterian Night Shelter families.

# RATIONALE:

Parent Café is a curriculum that encourages FWISD families and FWISD H.E.L.P. liaisons to have conversations about topics that directly impact student development and achievement. Topics include "growth mindset," "partnering with your child's school," and "communicating with respect." These weekly meetings provide a safe space for families to discuss important themes, brainstorm, and learn from one another as a community. For H.E.L.P. liaisons this is an excellent opportunity to connect with families experiencing homelessness and learn how we can best support them to improve academic performance and overall wellness.

# **INFORMATION SOURCE:**

Dr. Tamekia Brown, Area Superintendent, Area #3

# PARENT CAFÉ PARTNER AGREEMENT BETWEEN COOK CHILDREN'S HEALTH CARE SYSTEM AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

**This Parent Café Partner Agreement,** entered into on the date executed by both parties below, is between Cook Children's Health Care System ("Cook Children's") 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 ("Parent Café Partner" or "District"), to provide parenting support sessions ("Parent Cafés") in the District.

- A. Scope of Services The Parent Café Partner agrees to provide staff and volunteer support to implement Parent Café programming to build protective factors that help prevent child abuse and neglect ("Services") for the period of June 1, 2024 through September 30, 2024, as outlined in Attachment A. Parent Cafés are small, intimate settings where parents and caregivers have an opportunity to discuss their parenting successes and challenges, engage with other parents, share ideas, and learn proven protective factors to nurture strong families.
- **B.** Term The term of this agreement is from June 1, 2024 through September 30, 2024 (the "Term"). This agreement may be terminated by either party with or without cause by giving written notice to the other not less than thirty (30) days before the effective date of termination.
- **C. Monetary and In-Kind Support** Cook Children's will provide the Parent Café Partner in-kind support valued at \$2,500 (two thousand, five-hundred dollars) upon the signing of this agreement to provide services as outlined in Attachment A during the Term.

#### **D.** General Provisions

- (1) Limitations of Authority. No party has authority for and on behalf of the other except as provided in this Agreement. This Agreement 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.
- (2) Nothing in this Agreement waives or relinquishes the parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- (3) 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:

#### **District:**

Fort Worth Independent School District Attn: Patricia Sutton 7060 Camp Bowie Blvd. Fort Worth, Texas 76116

With Copies to:

Fort Worth Independent School District Office of Legal Services Attn: Chief Legal Counsel 7060 Camp Bowie Blvd. Fort Worth, Texas 76116

# To Cook Children's Health Care System:

Center for Community Health Attn: Courtney Barnard 801 Seventh Avenue Fort Worth, Texas 76104

- (4) Entire Agreement. This Agreement represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Cook Children's that relate to the subject matter of this Agreement. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- (5) Assignment. Neither party may assign their interest in this Agreement except upon the written consent of the other party.
- (6) Severability. 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.
- (7) Amendments. Any change to this Agreement must be in writing and signed by both parties.
- (8) 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 Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

- (9) Applicable Law. This Agreement 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.
- (10) Public Records. The Cook Children's understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this Agreement, District will provide third-party notice to Cook Children's but assumes no other responsibility.
- (11) Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- (12) Venue. The venue to enforce this Agreement shall lie exclusively in Tarrant County, Texas.
- (13) No Third-Party Beneficiary. This Agreement is made solely between Cook Children's and the District and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to Cook Children's and the District and may not be assigned or transferred to any third party without the prior written consent of both Parties.

Signed:

Courtney Barnard, EdD, LMSW-AP Director of Child Wellness, Cook Children's Center for Community Health

Patricia Sutton Director, Special Programs Fort Worth Independent School District

Date

6/17/24

Date

| Through Parent Cafés, Cook Children's seeks to engage parents and caregivers in building the protective factors needed to promote healthy outcomes for their children and families. The educational process and materials will adhere to the highest standards and participants will be provided a safe environment for learning and connecting with others.  | l caregivers in building the protective factors needed to<br>ational process and materials will adhere to the highest<br>earning and connecting with others.   |
|---|--|
| <ul> <li>In support of Cook Children's 2021-2024 Implementation Strategies:</li> <li>Develop ACEs/evidence-informed education and interventions for parents, caregivers and ACEs survivors</li> <li>Provide ACEs/evidence-informed education to providers and community members who will share skills, knowledge and tools with caregivers within their reach</li> </ul>  | Implementation Strategies:<br>education and interventions for parents, caregivers and ACEs survivors<br>education to providers and community members who will share skills, knowledge and<br>each  |
| <ul> <li>Evaluation Measures:</li> <li>Distribution of evidence-informed educational material, prevention resources, and toolkits</li> <li>Education and engagement outcomes for caregivers through virtual and in-person events</li> <li>Engagement outcomes for community partners that demonstrate organizational change</li> <li>Qualitative impact stories from parents, caregivers, and partners</li> </ul> | educational material, prevention resources, and toolkits<br>mes for caregivers through virtual and in-person events<br>unity partners that demonstrate organizational change<br>rents, caregivers, and partners  |
| Activities  | Assumptions  |
| Parent Café Partner will secure a location to host Parent Café sessions.  | Location will be safe and accessible to participants and will be<br>properly equipped to host a Parent Café session.   |
| Parent Café Partner will promote Parent Cafés with the targeted audience and supporting organizations.  | Cook Children's will provide promotion templates.  |
| Parent Café Partner will train staff and/or volunteers to become<br>Parent Café Facilitators, who will be available to host Parent Café<br>sessions.  | Cook Children's will provide Parent Café Facilitator Training for<br>staff and volunteers to become Parent Café facilitators. Trainings<br>are led by licensed professional and the curriculum is based on<br>evidence-based materials. Cook Children's will provide<br>opportunities for ongoing continuing education and support<br>from a Trainer and other Parent Café Facilitators. |

**ATTACHMENT A: SCOPE OF SERVICES** 

| Parent Café Partner will provide learning materials, prizes and giveaways, and snacks or meals at Parent Café sessions, as applicable. Parent Café Partner will make storage arrangement for all Parent Café materials.   | Cook Children's will provide funding for these operating<br>expenses through this Agreement. Cook Children's will also<br>provide Parent Café learning materials, and other items as<br>available. |
|---|--|
| Parent Café Partner will develop an implementation plan for<br>execution of Parent Café sessions. Parent Café Partner will<br>regularly share list of scheduled Parent Café sessions with Cook<br>Children's (date/time, location, and topic).                              | Cook Children's will provide general oversight of the Parent Café<br>program and will provide technical assistance to Parent Café<br>Partner for successful implementation.                        |
| Parent Café Partner will capture attendance and administer<br>participant satisfaction surveys from each Parent Café session.<br>Attendance and surveys will be submitted to Cook Children's on<br>at least a quarterly basis (OctDec., JanMar., AprJun., and Jul<br>Sep.). | Cook Children's will provide attendance sheet templates,<br>electronic surveys, and guidance for administration. Cook<br>Children's will compile evaluation results for distribution.              |

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE PURCHASE OF SOFTWARE LICENSES AND TRAINING FOR SPECIAL EDUCATION STAFF

# **BACKGROUND:**

The Special Education Department will purchase various materials for teachers to pull together a curriculum that follows the Texas Essential Knowledge and Skills (TEKS) based on their individual student's needs. These two (2) programs will allow consistency in what is being taught across the District and will increase the rigor of the lessons. The teacher will have access to materials aligned with the TEKS and the Individualized Education Program (IEP) goals of each student. The program will allow the teacher more time to plan for lessons and differentiation. This is an annual renewal purchase.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES**:

- 1. Approve Purchase of Software Licenses and Training for Special Education Staff
- 2. Decline to Approve Purchase of Software Licenses and Training for Special Education Staff
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Software Licenses and Training for Special Education Staff

# **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

Special Revenue 224-11-6399-513

# COST:

\$162,992.48

# VENDOR(S)/PROVIDER(S):

News-2-You, LLC (N2Y)

# **PURCHASING MECHANISM:**

Competitive Solicitation RFP #23-062

<u>Bid/Proposal Statistics</u> FWISD Bid Number: 23-062 Number of Bids/Proposals received: 13 HUB Firms: 2 Compliant Bids: 9

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

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

Special Education Department Specialized Classrooms across the District Early Childhood and Special Education (ECSE) and Reaching Independence through Structured Education (RISE)

# RATIONALE:

To increase differentiation and rigor in the specialized classrooms (ECSE and RISE).

# **INFORMATION SOURCE:**

Dr. Tamekia Brown, Area Superintendent, Area #3

| Quote No. | Opportunity No. | Date         | 50.0 |
|-----------|-----------------|--------------|------|
| Q-159671  | OPP-376185      | 5/29/2024    | U SY |
| Remit     | <b>-</b>        | Contact Info | -    |

| <b>n2y, LLC</b><br>PO Box 550<br>Huron, OH 44839 | Andres Armijo<br>andres.armijo@fwisd.org |
|--|--|
| Bill To  | Ship To                                  |
| Fort Worth Independent School District           | Fort Worth Independent School District   |
| 7060 Camp Bowie West Boulevard                   | 7060 Camp Bowie West Boulevard           |

| Fort Worth, Texas 76116 |
|-------------------------|
|                         |

| Date      | Payment Terms | RFP / Contract # | Purchase Order |
|-----------|---------------|------------------|----------------|
| 5/29/2024 | Net 30        |                  |                |

| Qty | ltem | Description                        | Туре    | Sub No. | Sub Start<br>Date | Sub End<br>Date | Unit Cost | Amount       |
|-----|------|------------------------------------|---------|---------|-------------------|-----------------|-----------|--------------|
| 164 | NWS  | News2you™                          | Renewal | 158821  | 9/6/2024          | 6/30/2025       | \$204.10  | \$33,472.40  |
| 164 | SSX  | SymbolStix PRIME® /<br>SYMBOLSTIX® | Renewal | 125413  | 9/6/2024          | 6/30/2025       | \$142.87  | \$23,430.68  |
| 164 | ULS  | Unique Learning System®            | Renewal | 158823  | 9/6/2024          | 6/30/2025       | \$616.40  | \$101,089.60 |
| 20  | UIN  | Inspire (10 Student Seats)         | New     |         | 7/1/2024          | 6/30/2025       | \$249.99  | \$4,999.80   |

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total\$162,992.48 Sales Tax: \$0.00 Total\$162,992.48

# Please Note:

- 1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
- 2. Multi-year Quotes require full payment of the Quote amount up front.
- 3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. (<u>Terms of Use & Privacy Policy</u>)
- 4. n2y accepts ACH Payments, checks, or credit cards for all orders.
- 5. If paying by credit card for a quote without an invoice,
  - Orders greater than \$5,000 will include a 4% processing fee
  - Credit card payments CANNOT be processed via phone or email. They can only be processed through our online store via a link.
  - Reach out to your Sales Representative to request a link to pay.
- 6. Your Sales Representative would be happy to address any questions you might have regarding these policies.

| Quote No. | Opportunity No. | Date      | 201 |
|-----------|-----------------|-----------|-----|
| Q-159671  | OPP-376185      | 5/29/2024 |     |

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

- 1. **Preferred:** Email your purchase order along with a copy of your Quote to **sales@n2y.com** or to your Sales Representative. **Email will result in faster processing.**
- 2. Fax your purchase order and a copy of your Quote to (419) 433-9810.
- 3. To request to use a credit card for payment, contact your n2y Sales Representative via the email address listed below.
- 4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-159671** on the purchase order.

n2y, LLC PO Box 550 Huron, OH 44839

n2y Math Manipulatives and Paper Kits are subject to availability.

ULS printed books will be in stock and available for shipping on July 15, 2024. Purchase orders can be submitted at any time but will not be invoiced and fulfilled until product is on hand in the warehouse. Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Jake Istnick Account Executive jistnick@n2y.com (419) 433-9800 ext. 1159

# CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE CONTRACT RENEWAL FOR EDUCATION SERVICE CENTER REGION 11 INSTRUCTIONAL SOLUTIONS AND SUPPORT FOR 2024-2025 SCHOOL YEAR

# **BACKGROUND:**

The annual contract for instructional solutions and support includes the all-inclusive package, which bundles former individual contracts (Administrative Services, Instructional Services, Digital Learning, and RETN) into a single contract to provide cost-effectiveness. The district's student enrollment numbers determine the annual cost of the contract. The contract term is from September 1, 2024, to August 31, 2025.

A comprehensive list of included services can be found on the Instructional Solutions and Support (ISS) contract. Listed below is a summary of bundle services provided through the ISS contract: individual services cannot be excluded or purchased separately through ESC Region 11.

- Professional development offerings including instructional conferences, teacher workshop sessions, and online compliance courses.
- Compliance support and technical assistance for all State and Federal Programs.
- Canvas Learning Management System (LMS)
- Videoconferencing and Distance Learning services for access to interactive virtual learning and high school dual-credit courses, virtual field trips, remote access to the Texas Education Telecommunications Network (TETN) and Zoom Pro allocated licenses.
- BrightBytes Technology Survey an anonymous survey that provides the district with technology use information, including classroom integration, access, skills, and environment. This survey does not collect Personal Identifiable Information (PII).
- Discovery Education a digital learning platform that provides streaming educational multimedia content, instructional strategies, and ready-to-use activities in Science, Social Studies, Math, and STEM.
- TexQuest a collection of library research databases such as Britannica School, EBSCO eBooks, Gale Resources, Infobase Learn 360, and ProQuest.

# STRATEGIC GOAL:

1 - Increase Student Achievement

# **ALTERNATIVES**:

1. Approve contract renewal for Education Service Center Region 11, Instructional Solutions, and Support for 2024-2025 school year.

2. Decline to Approve contract renewal for Education Service Center Region 11, Instructional Solutions, and Support for 2024-2025 school year.

3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve contract renewal for Education Service Center Region 11, Instructional Solutions, and Support for 2024-2025 school year.

| FUNDING SOURCE: | <u>Additional Details</u>      |
|-----------------|--------------------------------|
| General Fund    | 199-13-6239-423 - \$237,340.40 |
|                 | 199-21-6239-423 - \$117,765.00 |
|                 | 199-13-6399-423 - \$194,704.40 |

# COST:

\$549,809.80

# VENDOR(S)/PROVIDER(S):

Education Service Center (ESC) Region 11

# **PURCHASING MECHANISM:**

Interlocal Agreement <u>Interlocal (IL)- Price Quote and 11, Contract Summary Required</u> <u>Education Service Center Region 11, Contract 54541</u>

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

District-Wide

# RATIONALE:

Approval of bundled services will provide District-wide access to professional development opportunities, digital learning resources, and technical assistance on compliance support for State and Federal Programs.

# **INFORMATION SOURCE**:

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent, District Opertations



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D. **Executive Director** 

# **Instructional Solutions and Support Contract** School Year: 2024-2025

# District: Fort Worth ISD

|  | Enrollment: 71060 * Fair Market Value:  | \$3,868,506.40 |
|--|---|----------------|
| Component  | Bulk Pricing  | Fee            |
| <b>Digital Tools</b><br>VoiceThread<br>TexQuest<br>Discovery Education | *Fee is based on March 2024 Enrollment  | \$219,575.40   |
| Canvas Learning<br>Mgt. System   | *Fee is based on March 2024 Enrollment  | \$194,704.40   |
| Digital Training and<br>Technical Fee                                  | Includes but not limited to**:<br>• Canvas LMS Support<br>• <b>12 Hours of Canvas Training (new)</b><br>• Unlimited LMS Technical Support<br>• Quarterly Canvas User Group Support<br>• Discovery Education<br>• <b>District Specific Sessions (upon request)</b><br>• Unlimited Technical Assistance<br>• TexQuest/VoiceThread Unlimited Technical Assistance  | \$17,765.00    |
| Professional Learning  | <ul> <li>Virtual, Hybrid, and Face-to-Face Offerings for:         <ul> <li>Learning Conferences, PD Sessions</li> <li>County Academic Networks for literacy and pedagogy support (new)</li> <li>Monthly and/or quarterly satellite sessions (new)</li> </ul> </li> <li>Instructional Training for Professional and Administrative Staff         <ul> <li>All areas of program and core content subjects</li> </ul> </li> <li>Technical Support         <ul> <li>Assessment/Accountability</li> <li>All areas of federal and state support programs</li> <li>Curriculum and Instruction for core content</li> </ul> </li> <li>Compliance Courses</li> <li>Comprehensive list in ISS Contract Overview**</li> </ul> | \$117,765.00   |
| 2024-2025 Total  |   | \$549,809.80   |

\*\*ISS Contract Overview is not an exhaustive list. Some sessions, including custom training, may be charged an additional fee.

The Instructional Solutions and Support Contract (ISS) is valid from September 1 through August 31.

Online submission in the OnTrac system and the signed Board Summary Report will still be required for service activation for the 2024-2025 school year. 283

Questions: Dr. Cathy Sewell, Deputy Executive Director - 817-740-3646



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D. Executive Director

July 2, 2024

Greetings,

In response to the request for a Data Sharing Agreement (DSA) request as related to the Instructional Support and Solutions Contract, please accept this notification as documentation for ESC Region 11. The DSA is not needed because ESC Region 11 does not use personally identifiable information with any of the technology tools offered through the ISS Contract.

There is no district student/employee data used or identified to run the ISS software programs; rather, there are only non-identifiable logins/passwords. Here are the programs and descriptions:

- Texquest is a library database search engine and does not use student or employee data.
- VoiceThread is used for presentations, not for data collection or usage.
- Connect2Texas is a virtual field trip program that does not use student or teacher information.
- Discovery Education is for classroom instruction and only uses non-identifiable logins.

The learning management system (LMS), Canvas, is offered to school districts through ESC Region 11 as a regional purchasing cooperative. The company, Instructure, is the entity that runs the platform. Instructure is the data host and there is no data collection or hosting of this information at ESC Region 11.

This letter of documentation should suffice to acknowledge no hosting services are part of the ISS contract at ESC Region 11.

Sincerely,

lydelusterman gr.

Clyde W. Steelman, Jr., Ed.D. Executive Director 1451 S. Cherry Lane | White Settlement, Texas | 76108 O: 817-740-3630 | F: 817-740-7675



Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2024, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

# **Instructional Solutions and Support**

The Instructional Solutions and Support Contract was designed to aid LEAs in budgeting and enrolling personnel for professional development opportunities at ESC Region 11. This comprehensive package encompasses all the outstanding Administrative Services, Instructional Services, Digital Learning, and RETN benefits while providing cost-saving advantages and value.

# **Services Included**

- District staff can explore various training modes, including virtual, hybrid, and face-toface learning opportunities.
- Districts streamline processes and save time and money by eliminating the need to handle multiple purchase orders for staff attending training events throughout the year; upfront event registrations are now possible.
- The district Business Office can plan and budget for professional development (PD) and digital resources for the entire year, reducing or eliminating significant cost fluctuations based on staff participation in professional learning sessions.
- District staff benefit from unlimited technical support across all instructional areas.
- Districts enjoy waived registration fees for most sessions.
- Products and services are available at special low bulk pricing, irrespective of district or charter size and based on current enrollment.
- Campus administrators gain easy access to professional development opportunities and can deploy them among teachers, leaders, and other staff.
- Annual Compliance Courses (and online training modules) are provided as part of the contract for additional significant cost savings.
- Additional products are accessible at no extra cost.



The Instructional Solutions and Support Contract presents a range of learning conferences and individual training sessions at the ESC Region 11 facility, along with virtual opportunities, technical support, and products. Additionally, ESC Region 11 teams offer technical assistance for inquiries related to legislative, instructional, or other educational matters. With just one fee for this contract, your entire staff can enjoy the following benefits:

# **Professional Development Offerings**

- Multiple Instructional Conferences
- Multiple Teacher Workshop Sessions
  - Virtual, hybrid, and face-to-face learning opportunities to fit your schedule and needs.
  - Basic materials provided.
  - Sessions that are materials intensive may require an additional fee for materials.
  - Some sessions include extensive follow-up opportunities (both virtually and face-to-face).
- 17 Online Compliance Courses
  - ADA Compliance for Online Content
    - Anaphylaxis and Epinephrine Use\*
    - Bloodborne Pathogens
    - Bullying Prevention
    - Child Abuse, Trafficking, and Maltreatment
    - Copyright
    - Diabetes Overview\*
    - FERPA (Family Educational Rights & Privacy Act)
    - Internet Safety Mental Health Overview\*
    - Section 504 Introduction Seizures\*
  - Sexual Harassment
    - Suicide Prevention
    - Teen Dating Violence & Healthy Relationships\*
    - Texas Educators' Code of Ethics
  - Title IX Overview

\*These courses are not legally required.

# **Professional Development Content**

- Administrative and Support Staff
- Behavior and Classroom Management



- Bilingual/ESL/Dual Language Supports
- Campus Administer Cluster Support Sessions
- Career and Technical Education
- Charter School Support Sessions
- Core Content (Math, English/Language Arts, Science, Social Studies, Reading)
- Counselor and New Counselor Sessions
- Digital Tools/Instructional Technology
- District and Campus Professional Development
- Early Childhood, Elementary, and Secondary Literacy
- Gifted & Talented (G/T) 30-Hour Initial Certification Training
- Gifted & Talented (G/T) 6-Hour Annual Update Training
- Gifted & Talented (G/T) and Advanced Academics Advisory Meetings
- Instructional Leaders' Quarterly Meetings
- Librarian/Media Specialist Support
- Mental Health/Student Wellness
- Multi-Tiered System of Support (MTSS)
- Special Programs

# **Digital Resources**

- Canvas Learning Management System
- TexQuest
- Discovery Education
- VoiceThread
- Videoconferencing/Distance Learning
  - Allocated Pro Zoom licenses based on student enrollment
  - o Discounts on Zoom products (licenses, webinars, large capacity meetings
  - o REATA Robots (VGo)
  - Panopto video management portal
  - Access to exclusive Technology Alliance for Statewide Initiatives (TASI) (formerly known as TETN) programming (TEA updates) when permitted
  - Access to exclusive Technology Alliance for Statewide Initiatives (TASI) (formerly known as TETN) program recordings when permitted
  - o Connect2Texas Virtual Content Enrichment Programs/Virtual Field Trips



# **Technical Assistance**

- Unlimited Technical Assistance in All Instructional Areas
- Compliance Support and Technical Assistance for All State and/or Federal Programs
- Counselor Services/Crisis Team Support
- Lesson Planning/Professional Learning Communities
- Field Service Agent Support
- Special Education/Special Programs Support
- Library Support

# **Additional Discounts**

- Discounted rates on training/coaching provided for districts/charters tailored to unique needs
- Discounted rates on third-party products and other promotional speakers/events
- Discounted rates on New Principal Academy and New Assistant Principal Academy
- Discounted rates on state appraisal training such as T-TESS, T-PESS, and AEL

# **NOTE: Services Provided through IDEA-B Funding**

Services provided through the Special Populations Department at ESC Region 11 are primarily funded through IDEA-B grants that serve all LEAs in the region. Based on this funding, there will be little to no fees for services provided through this department for technical support, professional learning sessions (conducted at ESC Region 11 or in an LEA), and coaching services for LEA staff. Program Reviews, conferences, in-depth coaching, training that leads to certifications, and occasional fees for materials-will incur various charges based upon needs.

# **ESC Region 11 Contact**

Instructional Services (817) 740-3670



Instructional Solutions and Support Contract Public Districts/Charters 2024-2025

### **Price List**

Pricing for Instructional Solutions and Support is based on student enrollment numbers. If needed, please request a quote for a total cost breakdown of services.

### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

### TOPIC:APPROVE PURCHASE OF GOOGLE G-SUITE FOR EDUCATION<br/>ENTERPRISE LICENSE RENEWAL

### **BACKGROUND:**

The district adopted Google Classroom in October 2020 as an online learning platform for students in grades K-12. The G-Suite Enterprise Licenses provide the district with advanced security controls, enhanced collaboration tools for teachers and students through video and voice conferencing, and system support. Approval of this request will renew this tool for year-two (2) of a three (3) -year price guarantee, that began in the 2023 - 2024 school year. The license agreement for this year is for the following dates: November 3, 2024, to November 2, 2025.

### **STRATEGIC GOAL:**

1 - Increase Student Achievement

### **ALTERNATIVES:**

- 1. Approve Purchase of Google G-Suite for Education Enterprise License Renewal
- 2. Decline to Approve Purchase of Google G-Suite for Education Enterprise License Renewal
- 3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Google G-Suite for Education Enterprise License Renewal

| FUNDING SOURCE: | Additional Details |  |  |  |
|-----------------|--------------------|--|--|--|
| General Fund    | 199-53-6399-423    |  |  |  |

### COST:

\$231,320

### VENDOR(S)/PROVIDER(S):

CDW-G

### **PURCHASING MECHANISM:**

Cooperative Agreement Contract: TIPS 230105 Tech Solutions, Products, and Services

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

District-Wide

### RATIONALE:

Approval will ensure a secure and robust platform for student online learning.

### **INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent, District Operations



CDW Education 75 Remittance Drive, Suite 1515 Chicago, IL 60675

Prepared For Fort Worth Independent School District 100 North University Drive Fort Worth, TX 76107

Estimate Date 07/08/2024

Estimate Number 0055157

| Description  | Rate         | Qty   | Line Total   |
|--|--------------|-------|--------------|
| GOO-EDP-0019<br>Google Workspace for Education Plus - Multi Year - Google Workspace<br>for Education Plus - 3 Year Annual Pay - More Than 10k Licenses<br>(Student): Google Workspace for Education Plus<br>Licensed Domains: teachers.fwisd.org,students.fwisd.org,fwisd.org<br>License Term: 2024-11-03 - 2025-11-02 | \$5.00       | 72000 | \$360,000.00 |
| GOO-EDP-0013<br>Google Workspace for Education Plus - Multi Year - Google Workspace<br>for Education Plus - 3 Year (Staff): Google Workspace for Education<br>Plus<br>Licensed Domains: teachers.fwisd.org,students.fwisd.org,fwisd.org<br>License Term: 2024-11-03 - 2025-11-02                                       | \$0.00       | 18000 | \$0.00       |
| GOO-EDP-9201-02<br>Google Workspace for Education Plus - Multi Year - Google Discount:<br>Google Workspace for Education Plus<br>Licensed Domains: teachers.fwisd.org,students.fwisd.org,fwisd.org<br>License Term: 2024-11-03 - 2025-11-02  | -\$97,200.00 | 1     | -\$97,200.00 |
| GOO-EDP-9101-02<br>Google Workspace for Education Plus - Multi Year - AIT Discount:<br>Google Workspace for Education Plus<br>Licensed Domains: teachers.fwisd.org,students.fwisd.org,fwisd.org<br>License Term: 2024-11-03 - 2025-11-02   | -\$31,680.00 | 1     | -\$31,680.00 |

|     | Total | 231,120.00 |
|-----|-------|------------|
|     | Tax   | 0.00       |
| 292 |       |            |

### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

### **TOPIC:** APPROVE RATIFICATION OF PURCHASE OF NETWORK SERVER STORAGE FOR VIRTUAL SERVER ENVIRONMENT

### **BACKGROUND:**

A ratification is necessary for purchase of services that were needed to support network server storage for our virtual server environment. This purchase will allow assistance with day-to-day administration, problem diagnosis and resolution, break/fix hardware replacement, and proactive systems monitoring.

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

### **ALTERNATIVES**:

1. Approve Ratification of Purchase of Network Server Storage for Virtual Server Environment

2. Decline to Approve Ratification of Purchase of Network Server for Virtual Server Environment

3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve ratification of purchase of network server storage for virtual server environment.

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

General Fund 199-53-6399-423

### COST:

\$87,126.72

### **VENDOR:**

Sequel Data Systems, Inc.

### **PURCHASING MECHANISM:**

Cooperative Agreement

### **Purchasing Support Documents Needed:**

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

DIR-TSO-4331

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

District-wide

### RATIONALE:

For continuous operation of critical servers' storage.

### **INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer Kellie Spencer, Deputy Superintendent, District Operations



### **Renewal Quote**

#### Customer: Fort Worth ISD

Quote Number: OP-207818



Today's Date:

7/24/2024

#### Account Manager:

Carrie McDonald Sequel Data Systems carrie.mcdonald@sequeldata.com Office: 512-918-8841 Fax: 512-519-7868

### CONTRACT NO. DIR-TSO-4331

| Item    | Part #  | Qty.     | Description   | Start Date             | End Date               | Unit Price               |          | Ext. Price            |
|---------|---|----------|---|------------------------|------------------------|--------------------------|----------|-----------------------|
| 1       | FA-X20R3-11TB<br>1MO,ADV,GOLD   | 12       | FWISD-BWD-VDI-PureA.fwisd.org<br>FA-X20R3-11TB 1 Month Evergreen Gold Subscription,<br>NBD Delivery, 24/7 Support   | 8/25/2024              | 8/24/2025              | \$ 963.50                | \$       | 11,562.00             |
| 2       | FA-X20R3-11TB<br>1MO,ADV,GOLD   | 12       | FWISD-RXI-VDI-PureA.fwisd.org<br>FA-X20R3-11TB 1 Month Evergreen Gold Subscription,<br>NBD Delivery, 24/7 Support   | 8/25/2024              | 8/24/2025              | \$ 963.50                | \$       | 11,562.00             |
| 3<br>4  | FA-X20R3<br>1MO,ADV,GOLD<br>SAS-CHASSIS-DP-<br>4.8TB 1MO,ADV,GOLD       |          | FWISD-RXI-VDI-PureB.fwisd.org<br>FA-X20R3 1 Month Evergreen Gold Subscription, NBD<br>Delivery, 24/7 Support<br>SAS-CHASSIS-DP-4.8TB 1 Month Evergreen Gold<br>Subscription, NBD Delivery, 24/7 Support         | 8/25/2024<br>8/25/2024 | 8/24/2025<br>8/24/2025 | \$ 761.40<br>\$ 148.52   | \$<br>\$ | 9,136.80<br>1,782.24  |
| 5       | FA-X20R3<br>1MO,ADV,GOLD<br>SAS-CHASSIS-DP-<br>4.8TB 1MO,ADV,GOLD       |          | FWISD-BWD-VDI-PureB.fwisd.org<br>FA-X20R3 1 Month Evergreen Gold Subscription, NBD<br>Delivery, 24/7 Support<br>SAS-CHASSIS-DP-4.8TB 1 Month Evergreen Gold<br>Subscription, NBD Delivery, 24/7 Support         | 8/25/2024<br>8/25/2024 | 8/24/2025<br>8/24/2025 | \$ 761.40<br>\$ 148.52   | \$<br>\$ | 9,136.80<br>1,782.24  |
| 7<br>8  | FA-X20R3-22TB<br>1MO,ADV,GOLD<br>SAS-CHASSIS-DP-<br>19.2TB 1MO,ADV,GOLD |          | FWISD-BWD-VSI-Pure 01.fwisd.org<br>FA-X20R3-22TB 1 Month Evergreen Gold Subscription,<br>NBD Delivery, 24/7 Support<br>SAS-CHASSIS-DP-19.2TB 1 Month Evergreen Gold<br>Subscription, NBD Delivery, 24/7 Support | 8/26/2024<br>8/26/2024 | 8/25/2025<br>8/25/2025 | \$ 1,164.66<br>\$ 592.20 | \$<br>\$ | 13,975.92<br>7,106.40 |
| 9<br>10 | FA-X20R3-22TB<br>1MO,ADV,GOLD<br>SAS-CHASSIS-DP-<br>19.2TB 1MO,ADV,GOLD | 12<br>12 | FWISD-RXI-VSI-Pure 01.fwisd.org<br>FA-X20R3-22TB 1 Month Evergreen Gold Subscription,<br>NBD Delivery, 24/7 Support<br>SAS-CHASSIS-DP-19.2TB 1 Month Evergreen Gold<br>Subscription, NBD Delivery, 24/7 Support | 8/26/2024<br>8/26/2024 | 8/25/2025<br>8/25/2025 | \$ 1,164.66<br>\$ 592.20 | \$<br>\$ | 13,975.92<br>7,106.40 |
|         |   |          |   |                        |                        |                          |          |                       |
|         |   |          |   |                        |                        |                          |          |                       |
|         |   |          |   |                        |                        |                          |          |                       |
|         |   |          |   |                        |                        | Total                    |          | \$87,126.72           |

### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## **TOPIC:** APPROVE PURCHASE OF FIRE EXTINGUISHERS AND VENTHOOD SYSTEM INSPECTION SERVICES

### **BACKGROUND:**

Fire extinguishers and vent hoods are required to be inspected annually to uphold facility safety. These inspections will cover all vent hoods used across all campuses for various programs, including culinary programs and kitchen vent hoods. The inspection services also include provisions for replacing materials such as fuse-links, cartridges, and rubber nozzle caps. This request is for the period from August 2024 to June 2025.

### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

### **ALTERNATIVES**:

- 1. Approve Purchase of Fire Extinguishers and Venthood System Inspection Services
- 2. Decline to Approve Purchase of Fire Extinguishers and Venthood System Inspection Services
- 3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Fire Extinguishers and Venthood System Inspection Services

### **<u>FUNDING SOURCE:</u>** Additional Details

General Fund 199-51-6299-451

### COST:

\$99,800

### VENDOR(S)/PROVIDER(S):

Texas Fire & Sound

### **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 654-21. Supporting documentation is attached. The recommended vendor is listed above.

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

District Operations District-Wide

### RATIONALE:

Inspections of fire extinguishers and vent hoods are required for campus safety and to meet state requirements.

### **INFORMATION SOURCE:**

Carl Alfred, Senior Office, Maintenance and Operations Kellie J. Spencer, Deputy Superintendent, District Operations

### **TEXAS FIRE & SOUND**

### "Protecting What You Value Most"

Dallas • Denver • Houston • Ft. Worth • Austin • San Antonio ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729 833-TXF-ASAP (893-2727)

Fort Worth ISD 7060 Camp Bowie Blvd. Fort Worth, Texas 76116 Attn: Randy Loftin

May 23, 2024

#### Subject to Buyboard Contract #654-21

Texas Fire & Sound is pleased to submit our proposal to perform the Annual Portable Fire Extinguisher and Kitchen Hood Suppression System test and inspection for quantities and materials below.

SCOPE OF WORK:

| 1. | 4100 Fire extinguisher inspections | \$28,700 |
|----|------------------------------------|----------|
| 2. | 200 Annual hood inspections        | \$29,500 |
| 3. | 200 Semi-annual hood inspections   | \$29,500 |
| 4. | 700 fuse links                     | \$ 9,000 |
| 5. | 15 – 16g cartridge replacements    | \$ 600   |
| 6. | 300 Rubber nozzle caps             | \$ 2,500 |

Total Base Bid \$99,800 thur August 30, 8084 The This proposal is valid for 20 days upon which it becomes subject to review and amendment. Also this is based on continuous service being performed. Delays caused by lack of entry or access of any kind is cause for a \$100/hr service charge and return trip charge for each instance. Services will be billed per site work performed.

### TERMS AND CONDITIONS AVAILABLE UPON REQUEST

ACCEPTANCE OF PROPOSAL

THE ABOVE PROPOSAL AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE

AUTHORIZED TO DO THE WORK AS SPECIFIED.

Approved:

Date:

**Owner Representative** 

### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

### TOPIC:APPROVE PURCHASE OF FIRE SPRINKLER AND BACKFLOW<br/>SYSTEM INSPECTION SERVICES

### **BACKGROUND:**

The fire sprinkler systems at campuses require annual inspections. Licensed technicians must complete inspections to maintain safety standards and meet requirements. This request covers inspection costs from September 2024 to June 2025 and includes contingency for fire sprinkler system repairs needed for passing inspection.

### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

### **ALTERNATIVES**:

- 1. Approve Purchase of Fire Sprinkler and Backflow System Inspection Services
- 2. Decline to Approve Purchase of Fire Sprinkler and Backflow System Inspection Services
- 3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Fire Sprinkler and Backflow System Inspection Services

### FUNDING SOURCE: Additional Details 100.51.6200.451 100.51.6200.451

General Fund 199-51-6299-451

### COST:

Not-to-Exceed - \$90,000

### VENDOR(S)/PROVIDER(S):

Western States Fire Protection Co.

### **PURCHASING MECHANISM:**

Competitive Solicitation

<u>Bid/Proposal Statistics</u> Bid Number: 24-032 Number of Bid/Proposals received: 5 HUB Firms: 0 Compliant Bids: 5

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

**District Operations** 

### RATIONALE:

Inspections of fire sprinkler systems are required for campus safety and to meet state requirements.

### **INFORMATION SOURCE:**

David Guerra, Executive Director of Maintenance and Operations Kellie J. Spencer, Deputy Superintendent, Operations Exhibit A & B



Western States Fire Protection Co. 2345 West Warrior Trail – Grand Prairie, Texas 75052 (214) 634-7562 (214) 631-3547 FAX Cert. of Reg. SCR-0152

Fire Protection Systems Design •Fabrication •Installation Commercial •Industrial •Residential •Institutional Special Hazards •High Tech •Defense •Hangars Retrofit •Service •Inspection •Maintenance

### **Proposal**

### RFP 24-032

DATE: 7-31-2024

 To: FORT WORTH ISD
 Ph:
 Fax:

 Attn: RANDY LOFTIN
 Project: ANNUAL FIRE SPRINKLER AND BACK FLOW INSPECTION FROM JULY 1<sup>5T</sup> 2024 TO JUNE 30<sup>TH</sup> 2025

Western States Fire Protection is pleased to submit our proposal to perform the Annual Fire Sprinkler and Backflow inspection for the schools listed below. Our price is inclusive of all labor, material, supervision, design, permit, administration and the like necessary to complete the project. Please read the scope and exclusionary clauses carefully.

#### **SCOPE OF WORK:**

- JULY 1<sup>ST</sup> 2024 \$3,663.00 recalculated
- WESTERN HILLS HS \$1,430.00 + 10% = 1,573.00
- WESTPARK ES \$357.50
- BENBROOK MS BLDG \$275.00
- BENBROOK MS \$742.50
- BENBROOK ES \$715.00

AUGUST 15T 2024 - \$7,980.50

- APPLIED LEARNING \$1,650.00
- SERVICE CENTER IV \$1,017.50
- DAGGETT \$1,177.00
- MCCLUNG MS \$759.00
- WM GREEN ES \$913.00
- GREENBRIAR ES \$390.50
- RICHARD WILSON ES \$566.50
- RIDGLEA HILLS ES \$566.50
- WJ TURNER ES \$374.00
- WILLIAM JAMES MS \$192.50
- J MARTIN JACQUET MS- \$374.00

### SEPTEMBER 1<sup>ST</sup> 2024 - \$9,835.65 recalculated

- IM TERRELL ES \$1,408.00
- WAVERLY PARK ES \$374,00
- WESTERN HILLS ES \$374.00
- WEDGEWOOD 6<sup>TH</sup> \$291.50
- MIDDLE LEVEL \$374.00
- DAGGETT MS \$440.00
- MCLEAN MS \$566.50
- ROSEMONT MS \$374.00
- LILY B CLAYTON \$374.00
- DAGGETT ES \$566.50
- HUBBARD HEIGHTS \$374.00
- SOUTH HI MOUNT ES \$566.50
- FIRE STATION 10 \$522.50



Fire Protection Systems <u>Design \*Fabrication \*Installation</u> Commercial \*Industrial \*Residential \*Institutional Special Hazards \*Iligh Tech \*Defense \*Hangars Retrofit \*Service \*Inspection \*Maintenance

- ELDERS MS ANNEX \$566,50
- EASTERN HILLS HS \$1,391.50 + 10% = \$1,530.65
- CESAR CHAVEZ ES \$566.50
- BONNIE BRAE ES \$566.50

OCTOBER 1<sup>ST</sup> 2024 - \$5,826.15 recalculated

- WILKERSON \$484.00
- DIAMOND HILL HS \$1,336.50 + 10% = \$1,470.15
- MG ELLIS ES \$374.00
- MH MOORE ES \$374.00
- MORNINGSIDE MS \$748.00
- CARROLL PEAK ES \$374.00
- D MCREA ES \$374.00
- DUNBAR HS \$577.50
- HARLEAN BEAL ES \$484.00
- GLEN PARK ES \$566.50

### DECEMBER 1<sup>ST</sup> 2024 - \$2,310.00

- PROFESSIONAL DEVELOPMENT \$605.00
- CARTER PARK ES \$390.50
- GEORGE CLARKE ES \$566.50
- DIAMOND HILLS ES \$748.00

### JANUARY 1<sup>ST</sup> 2025 - \$10,379.60 recalculated

- SOUTH HILLS HS \$847.00 + 10% = \$931.70
- SOUTH HILLS ES \$550.00
- MONNIG MS \$374.00
- POLYTECHNIC HS \$366.50 + 10% = \$403.15
- TRIMBLE TECH HS \$550.00 + 10% = \$605.00
- WORLD LANGUAGES \$390.50
- ML PHILLIPS ES \$390.50
- LUELLA MERRETT ES \$731.50
- SAM ROSEN ES \$566.50
- SAGAMORE ES \$390.50
- SPRINGDALE ES \$374.00
- TANGLEWOOD ES \$357.50
- MEACHAM MS \$473.00
- SOUTHWEST HS \$1,325.50 + 10% = \$1,458.05
- PASHAL HS \$1,122.00 + 10% = \$1,234.20
- RIVERSIDE MS \$583.00
- GLENCREST 6<sup>TII</sup> \$566.50

#### MARCH 1<sup>ST</sup> 2025 -\$1,435.50

- ROSEMONT ES \$1,061.50
- WASHINGTON HEIGHTS ES \$374.00

### APRIL 1ST 2025 - \$6,776.00

- ATWOOD \$374.00
- MCLEAN 6<sup>TH</sup> GRADE CAMPUS \$566.50
- RIVERSIDE APPLIED LEARNING CENTER \$357.50
- CLIFFORD DAVIS ES \$748.00
- WEDGEWOOD MS \$357.50
- WOODWAY ES \$357.50



Western States Fire Protection Co. 2345 West Warrior Trail – Grand Prairie, Texas 75052 (214) 634-7562 (214) 631-3547 FAX Cert. of Reg. SCR-0152 Fire Protection Systems Design -Fabrication -Installation Commercial \*Industrial \*Residential \*Institutional Special Hazards \*Iligh Tech \*Defense \*Hangars Retrofit \*Service \*Inspection \*Maintenance

- WORTH HEIGHTS ES \$357.50
- ALICE CONTRERAS ES \$550.00
- WESTERN HILLS PR \$698.50
- YOUNG MEN LA \$1,144.00
- JOHN T WHITE ES \$550.00
- BRUCE SHULKEY ES \$357.50
- OAKLAWN ES \$357.50

May 31, 2025 - \$12,700.40 recalculated

- VAN ZANDT-GUINN ES \$374.00
- KIRKPATRICK ES \$374.00
- KIRKPATRICK MS \$374.00
- SUNRISE-MCMILLIAN ES \$374.00
- DUNBAR HS \$577,50 + 10% = \$635.25
- CHRISTINE MOSS ES \$566.50
- MAUDE LOGAN ES \$566.50
- BILL J ELLIOT ES \$473.00
- LOWERY ROAD ES \$363.00
- WEST HANDLEY ES \$830.50
- NORTHSIDE HS \$1,259.50 + 10% = \$1,388.55
- SERVICE CENTER \$577.50
- DOLORES HUERTA ES \$374.00
- HANDLEY MS \$390.50
- OD WYATT HS \$1,518.00 + 10% = \$1,669.80
- EASTERN HILLS ES \$374.00
- EAST HANDLEY ES \$555.50
- MEADOWBROOK ES \$374.00
- SEMINARY HILLS ES \$869.00
- OAKHURST ES \$374.00
- CARTER-RIVERSIDE HS \$748.00 + 10% = \$822.80
- JUNE 30TH 2025 \$3,311.00 recalculated
- ARLINGTON HEIGHTS HS \$940.50 + 10% = \$1,034.00
- HAZEL HARVEY ES \$1,133.00
   YOUNG WOMENS LA \$1,144.00

**Total Base Bid (Excluding all taxes):**.....<u>\$64,217.80</u> This proposal is valid for 60 days upon which it becomes subject to review and amendment.



(214) 634-7562 (214) 631-3547 FAX Cert. of Reg. SCR-0152 Fire Protection Systems Design •Fabrication •Installation Commercial •Industrial •Residential •Institutional Special Hazards •High Tech •Defense •Hangars Retrofit •Service •Inspection •Maintenance

#### EXCLUSIONS:

- Responsibility for the Integrity of existing system piping, devices or components.
- Relocation of existing sprinkler mains or branch lines that may conflict with added or relocated lights, ductwork, diffusers, etc.
- Sprinkler protection at demising wall(s) in adjacent tenant space(s).
- System shut down fees (if applicable).
- Concealed sprinklers.
- Painting, patching or protection of devices or components from painting.
- Underground Piping, Excavation.
- Painting of fire sprinkler pipe.
- Overtime, weekend, shift or premium hours.
- Bond (quoted upon request).
- Multiple mobilizations (unless previously agreed).
- Excessive delays due to poor system drainage.
- Pre-action, gas systems.

### CLARIFICATIONS:

- Price is based on CAD files being available at no cost to WSFP.
- All work per NFPA-13 standards.
- Our normal work hours are M-F, 7:00am until 3:30pm
- All ceilings are to remain open until overhead inspection is completed and approved by Authority Having Jurisdiction.
- Customer is responsible for removing and replacing ceiling tiles.
- Customer is responsible for scheduling shut down of system with owner/owners agent and central station monitoring company.
- Customer is responsible for securing and maintaining existing or provided escutcheons.
- All taxes are excluded from base bid. To be billed as separate line item on invoice.
- Price is predicated on reasonable access, parking, and staging area for tools and materials in close proximity to work area.

Nicholas Bourzikas Western States Fire Protection Company Sales / Estimating 469-628-4666



#### **TERMS AND CONDITIONS**

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Work Authorization only. If Customer wants WESTERN STATES FIRE PROTECTION or any of its Divisions (ADVANCED FIRE PROTECTION, MAINLINE FIRE PROTECTION, NATIONAL FIRE SUPRESSION, STATEWIDE FIRE PROTECTION, API SYSTEM INTEGRATORS, OMLID & SWINNEY FIRE PROTECTION & SECURITY, SIGNAL ONE FIRE AND COMMUNICATION) hereafter "Company", to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. The company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.

2. The Company does not know and does not represent that the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures. The Company is NOT responsible for any damages due to: (1) incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. The customer agrees that it has not retained the Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. The company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. The company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "Western States Fire Projection Company" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

4. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. The customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.

5. This Agreement may not be assigned by Customer without the written consent of the Company.

6. Neither party shall be liable to the other for indirect, incidental, consequential, or punitive damages arising out of the work.

7. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer's receipt of an invoice for the work, Customer shall pay an interest at the rate in accordance with the Texas Prompt Payment Act.

8. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

9. "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19,



Fire Protection Systems <u>Design \*Fabrication \*Installation</u> Commercial \*Industrial \*Residential \*Institutional Special Hazards \*High Tech \*Defense \*Hangars Retrofit \*Service \*Inspection \*Maintenance

including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

### ACCEPTANCE OF CONTRACT/PROPOSAL

THE ABOVE PROPOSAL AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.



2345 W. WARRIOR TRL GRAND PRAIRIE, TX 75052 (214)634-7562 Fire Protection Systems <u>Design • Fabrication • Installation</u> Commercial • Industrial • Residential • Institutional Special Hazards • High Tech • Defense • Hangars Retrofit • Service • Inspection • Maintenance

### Exhibit A & B

## Service Work Proposal

July 30, 2024

Western States Fire Protection is pleased to present the following scope of work for the referenced project. All work will be performed in accordance with NFPA as well as local requirements.

### Scope of work includes Service rates.

- Regular hour rate: \$85.00 (Normal business hours)
- Overtime hour rate: \$127.50 (Before 7am and after 3:30pm on weekdays and anytime on Saturdays)
- Double time hour rate: \$170.00 (Sundays and Holidays)
- Subsistence per day per man: \$150.00 (Only applies if overnight stay is required.)
- The trip charge will be (4) hours. (This is a minimum charge for service call.)
- Material mark-up: 20%
- Fuel Surcharge \$25.00
- All work will be performed during normal business hours when possible. (7am-3:30pm Monday-Friday)
- Equipment pricing: Price varies depending on when needed.

### Scope of work excludes:

- Sales Tax.
- Equipment rental.

This price covers work listed under "scope of work". Any deficiencies found during this service are not covered under this proposal.

If you have any questions about anything regarding this proposal, please contact me at the office or my mobile (469)628-4666. This quote is valid for 60 days from the proposal date. To authorize us to perform the above work, please sign and return to our office.

### CONSENT AGENDA ITEM BOARD MEETING August 27, 2024

## **<u>TOPIC</u>**: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACTS FOR ALTERNATIVE SHUTTLE SERVICES

### **BACKGROUND:**

The Transportation Department is seeking approval for alternative student shuttle services to cater to special education and McKinney-Vento students during the 2024-2025 school year. The services will be extended to over 100 students.

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

### **ALTERNATIVES**:

Approve Authorization to Negotiate and Enter into Contracts for Alternative Shuttle Services
 Decline to Approve Authorization to Negotiate and Enter into Contracts for Alternative Shuttle

Services

3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter into Contracts for Alternative Shuttle Services

### **<u>FUNDING SOURCE:</u>** Additional Details

General Fund 199-34-6299-434

### COST:

\$845,000 Not-to-Exceed

### VENDOR(S)/PROVIDER(S):

HopSkipDrive Inc. Alternative Logistics Technologies Holdings dba Everdriven Technologies, LLC

### **PURCHASING MECHANISM:**

Cooperative Agreement Choice Partners #23/014MR-03 Omnia #05-78

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

Transportation District-Wide

### RATIONALE:

Approval of this shuttle service will help meet the transportation requirements for special education and McKinney Vento students for the 2024-2025 fiscal year.

### **INFORMATION SOURCE**:

Myron Wilson, Executive Director, Transportation Kellie J. Spencer, Deputy Superintendent, Operations

### ACTION AGENDA ITEM BOARD MEETING August 27, 2024

# **TOPIC:** APPROVE SELECTION OF A DELEGATE AND AN ALTERNATE TO THE 2024 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY MEETING ON SEPTEMBER 28, 2024

### **BACKGROUND:**

The Texas Association of School Boards (TASB) Delegate Assembly, held annually in conjunction with the Texas Association of School Administrators (TASA)/TASB Convention, is the foundation of the Association's governance structure and provides critical direction as the Association represents members' interest before state and national policy makers. The District's representation at the Delegate Assembly is of utmost importance. It is vital that a representative understands the processes and the issues that come before the Assembly for action.

### **STRATEGIC GOAL:**

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

### **ALTERNATIVES**:

 Approve Selection of a Delegate and an Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 28, 2024
 Decline to Approve Selection of a Delegate and an Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 28, 2024
 Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Selection of a Delegate and an Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 28, 2024

### **FUNDING SOURCE:** <u>Additional Details</u>

No Cost Not Applicable

### COST:

No Cost

### VENDOR(S)/PROVIDER(S):

Not Applicable

### **PURCHASING MECHANISM:**

Not a Purchase

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

Fort Worth Independent School District Board of Trustees

### RATIONALE:

Delegates and alternates to the TASB Delegate Assembly will set the course for the organization for the coming year. Representatives must understand the processes and issues that come before the Assembly for action. Further, the TASB Delegate Assembly provides critical direction as the association represents members' interest before state and national policy makers.

### **INFORMATION SOURCE:**

Toni Cordova, Chief of Governance and Strategic Communications

### ACTION AGENDA ITEM BOARD MEETING August 27, 2024

### TOPIC:APPROVE RATIFICATION OF THE READY TO LEARN IN-SCHOOL<br/>CAMPUS MARKETS

### **BACKGROUND:**

The Ready to Learn In-School Campus Market program is designed to help solve child hunger by providing nutritious food and snacks to children and families in a familiar and safe environment within the community. Partnering with an area non-profit will afford participating FWISD campuses an opportunity to provide grocery-type food items and/or individually packaged snack items to its students and families.

While the FWISD Parent Partnerships Department will now have the overarching responsibility of managing the Ready to Learn In-School Campus Market program, oversight of the day-to-day operation will be directed by each campus administrator in tandem with family engagement specialists and District-approved volunteers. The three-year agreement would run through 2027.

This non-profit has had a long relationship with the Fort Worth Independent School District providing access to food assistance to many children and their families, though previously it operated solely in partnership with select schools within the District. With the launch of the non-profit's Ready to Learn program children's initiative, the potential landscape for our families across the District has now totally changed. This program will broaden the impact on educational outcomes and allow for greater centralization of this partnership. The existing agreement with this non-profit ends on August 9, 2024. To avoid any disruption of time-sensitive food assistance to our FWISD students and their families during this gap period (when the current agreement ends and the new agreement starts), these food services will continue to be provided on an emergency basis pending Board approval.

### **STRATEGIC GOAL:**

- 1 Increase Student Achievement
- 3 Enhance Family and Community Engagement

### **ALTERNATIVES:**

- 1. Approve Ratification of the Ready to Learn In-School Campus Markets
- 2. Decline to Approve Ratification of the Ready to Learn In-School Campus Markets
- 3. Remand to Staff for Further Study

### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of the Ready to Learn In-School Campus Markets

### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

No Cost

### COST:

No Cost

### VENDOR(S)/PROVIDER(S):

Tarrant Area Food Bank

### **PURCHASING MECHANISM:**

Not a Purchase

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

Market Sites (provide grocery type food items for households to take home)

- 1. Alice D. Contreras Elementary School
- 2. Carroll Peak Elementary School
- 3. Cesar Chavez Elementary School
- 4. Daggett Middle School
- 5. Eastern Hills Elementary School
- 6. Edward Briscoe Elementary School
- 7. Hazel Harvey Elementary School
- 8. Hubbard Heights Elementary School
- 9. J. Martin Jacquet Middle School
- 10. J.P. Elder Middle School
- 11. J.T. Stevens Elementary School
- 12. Kirkpatrick Middle School
- 13. Leadership Academy at Como
- 14. Leadership Academy at John T. White
- 15. Leadership Academy at Maude L. Logan
- 16. Luella Merrett Elementary School
- 17. Maudrie M. Walton Elementary School

- 18. McLean Middle School
- 19. M.L. Phillips Elementary School
- 20. Milton Kirkpatrick Elementary School
- 21. Morningside Middle School
- 22. Natha Howell Elementary School
- 23. Oakhurst Elementary School
- 24. O.D. Wyatt High School
- 25. Paschal High School
- 26. Sagamore Hill Elementary School
- 27. South Hi Mount Elementary School
- 28. South Hills Elementary School
- 29. Springdale Elementary School
- 30. T.A. Sims Elementary School
- 31. Van Zandt Guinn Elementary School
- 32. Versia L. Williams Elementary School
- 33. Wedgwood Middle School
- 34. Western Hills Primary

Snack Only Sites (provide individually packaged snack items to students to consume at school during school and/or after-school hours)

- 1. A.M. Pate Elementary School
- 2. Arlington Heights High School
- 3. Carter-Riverside High School
- 4. D. McRae Elementary School
- 5. Diamond Hill-Jarvis High School
- 6. Dunbar High School
- 7. Eastern Hills High School
- 8. Harlean Beal Elementary School
- 9. Jean McClung Middle School
- 10. Marine Creek Collegiate High School
- 11. Meadowbrook Middle School

- 12. Monnig Middle School
- 13. North Side High School
- 14. Polytechnic High School
- 15. Riverside Middle School
- 16. South Hills High School
- 17. Sunrise-McMillan Elementary School
- 18. Westcreek Elementary School
- 19. William James Middle School
- 20. W.M. Green Elementary School
- 21. Young Men's Leadership Academy

### RATIONALE:

This agreement will allow campuses to host In-School Campus Market programs to reduce food insecurities which can significantly improve academic performance for several reasons:

### 1. Improved Concentration and Cognitive Function

Adequate nutrition is essential for brain function. When students have access to sufficient and nutritious food, their ability to concentrate, process information, and think critically improves.

### 2. Increased Attendance and Participation

Students who are not worried about where their next meal is coming from are more likely to attend school regularly and participate actively in class. Hunger and malnutrition can lead to fatigue and illness, causing students to miss school.

### 3. Better Behavior and Social Skills

Food insecurity can lead to behavioral issues and social withdrawal. Addressing hunger helps students feel more secure and less stressed, improving their behavior and social interactions.

### 4. High Academic Achievement

Studies have shown that students who are well-nourished tend to have higher test scores, better grades, and a greater likelihood of graduating from high school and pursuing higher education.

### 5. Enhanced Mental Health

Food insecurity is linked to anxiety, depression, and other mental health issues. Providing reliable access to nutritious food can help alleviate these issues, leading to a more positive mindset and better academic performance.

Overall, reducing food insecurity creates a more supportive and effective learning environment, enabling students to reach their full academic potential.

### **INFORMATION SOURCE**:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



# Tarrant Area Food Bank Ready to Learn In-School Partner Agency Contract

Agency Number: \_\_\_\_\_

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

Agency County: \_\_\_\_\_

Sponsor: \_\_\_\_

### **READY TO LEARN In-School Partner Agency Contract**

The Ready to Learn In-School Partner Agency Program helps solve child hunger by providing nutritious food to children and their families in convenient, familiar, and safe locations.

School Markets are typically located at a school but may also operate in locations such as a library or youth organization site. Sites must have a permanent location where food is stored on site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services. This document is an agreement made between Tarrant Area Food Bank (hereinafter referred to as "TAFB") and the <u>Fort Worth Independent School District</u> (School District/Parent Agency), a political subdivision of the state of Texas and a legally constituted independent school district located in <u>Tarrant</u> County, Texas on behalf of school campuses listed on Sub-Agency Addendum attached (hereinafter referred to as the "Partner Agency").

Tarrant Area Food Bank (TAFB), a Texas non-profit organization, and the applicant Agency by signing below shall have entered the Partner Agency Contract as of the effective date.

The purpose of this Contract is to establish the Parent Agency's membership with TAFB and provide definitions and guidance for the business relationship between the Parent Agency and TAFB.

The parties agree to foster a cooperative spirit and act with mutual support and respect for the distinct role of each party. The parties will work together to continuously improve the capacity of hunger relief partners and provide solutions to empower communities where everyone has the food that they need.

By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Ready to Learn in School Partner Agency Program.

### CONTRACT TERMS

TAFB will solicit, maintain, and provide certain foods and related items as available to the Partner Agency. The Parent Agency hereby warrants, represents, and guarantees to:

- 1. Affirm that TAFB, Feeding America, and the original donor are:
  - a. Released by the Parent Agency from any liabilities resulting from the donated product.
  - b. To the extent allowed by law and without waiver of any immunity or defense held harmless from any claims or obligations regarding the Parent Agency or the donated product.
  - c. Offering no express warranties in relation to the product.
- 2. Accept all donated products in "as is" condition.
- 3. Serve the donated product as soon as possible.
- 4. Abide by the policies, procedures, and recordkeeping requirements of TAFB.

### TARRANT AREA FOOD BANK AGREES:

1. To obtain surplus food resources for distribution to Partner Agencies.

- 2. To abide by all food storage, distribution guidelines, data collection, and recordkeeping standards in accordance with federal, state, and local government, Feeding America, USDA, and donor requirements.
- 3. To provide training to agencies on handling and use of food, recordkeeping, eligibility criteria, client rights (including civil rights requirements), complaints, and administrative review procedures.
- 4. To provide training sessions and technical assistance at a time and place that is convenient to the Partner Agency.
- 5. To ensure that all TAFB food is distributed to participants without regard to race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identification, or military status.
- 6. To ensure that the Partner Agency does not require, solicit, or accept payment from applicants or participants in money, materials, or services for food.
- 7. To ensure that the Partner Agency makes clear that participants are not required to cooperate with activities unrelated to the distribution of food. Activities include the following: contributing money, signing petitions, or conversing with a person conducting such activity; belonging to, attending meetings of, or paying dues to any organization.
- 8. To ensure that unrelated activities do not disrupt the distribution of food.
- 9. Ensure staff and volunteers with direct repetitive contact with children pass a national background check.

### AGENCY ELIGIBILITY AND COMPLIANCE STANDARDS

Eligibility to receive donated products from TAFB requires compliance with the operating standards described in this contract. The goal of these standards is to establish and maintain a credible, safe, and effective distribution system for donated products. The standards define minimum operating procedures and practices to ensure food safety, financial and inventory accountability, and administrative cohesion relative to the business practices between the Partner Agency and TAFB. To qualify, an Agency must affirm that the following criteria are met:

### I. SERVICE AREA

The Partner Agency agrees to distribute TAFB-sourced items to recipients who reside within the Service Area of TAFB. This includes the Counties of Bosque, Cooke, Denton, Erath, Hamilton, Hill, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise.

### II. OPERATIONAL REQUIREMENTS

- 1. The Partner Agency agrees to adhere to any additional donor stipulations. If such stipulations are requested by the donor, TAFB will notify the school in writing before any product is distributed and prior to the execution of this agreement.
- 2. The Partner Agency shall keep appropriate records that accurately reflect the amount of donated product received and distributed or used and outline the Partner Agency's procedure for determining that the recipients of the product meet the eligibility criteria.

- 3. All TAFB written records and number of recipients served must be kept on file for three (3) years. All such records must be made available upon request to a Food Bank representative.
- 4. The Partner Agency agrees to submit monthly client documentation reports, attached for reference as Exhibit A, as requested by TAFB. Partners participating in Delivery may have additional reporting requirements.
- 5. The Partner Agency agrees to utilize TAFB resources by ordering food a minimum of once a month.
- 6. The Partner Agency must have established regular hours for food distribution.

### III. FOOD SAFETY

The Partner Agency must have a system for securing donated products received and have adequate refrigeration/freezer space and dry storage to ensure the safety and wholesomeness of donated products until used or distributed.

Measures taken to secure donated product and maintain its integrity must include, but are not limited to:

- a. Keeping donated products distinct from those of other programs, staff, and/or personal use.
- b. Restricting access to storage areas with lockup capability.
- c. Storing food off the ground, in a cool, dry area protected from danger of freezing.
- d. Storing grains, cereals, etc. to protect against infestation.
- e. Keeping thermometers in every freezer/cooler, maintaining temperature logs daily, and retaining them for at least three (3) years.

The Partner Agency agrees to meet all applicable local, state, and federal health requirements regarding the safe and proper handling of donated food.

The Partner Agency ensures program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public professionally.

The Partner Agency must have at least one staff member or regular volunteer designated as responsible for the safe storage, handling, and preparation of food and certified in food safety by either TAFB's Food Safety Training or provide proof of certification from a qualified food safety training organization.

### IV. SERVICE REQUIREMENTS

The Partner Agency will ensure the equitable distribution of food while maintaining the civil rights and dignity of recipients by agreeing to the following:

- Comply with the restrictions on the use and transfer of donated property, as described in the IRS Tax Code Section 170c any amendments to the Code (see the Federal Register/Vol. 47 No.21/Monday, February 1982/Rules and regulations, pp.4509-4512).
- 2. Treat recipient applications and written records as confidential, keeping all intake cards and sign-in sheets on-site in a locked and secure area or password-protected on a computer.
- 3. Will not require a recipient to provide a social security card, or any other documentation related to citizenship to receive food from the agency.

- 4. Recipients may not be required to show photo identification or any other documentation in exchange for donated products. All information collected must be self-declared.
- 5. Products acquired from TAFB for the purpose agreed upon in the Partner Agency application may not be used for any other programs.
- 6. Will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identification, or military status.
- 7. Agrees that all staff and volunteers will receive the appropriate Civil Rights Training as required and provided by TAFB.
- 8. Post an anti-discrimination poster, provided by TAFB, detailing a grievance procedure for violations. (And Justice for All poster) In addition, the Partner Agency agrees to notify applicants and participants of their right to appeal an adverse action.
- 9. Report fraud, waste, or abuse or suspected fraud, waste, or abuse to TAFB immediately.
- 10. Agrees that its employees, volunteers, and community partners will conduct themselves in a manner congruent with TAFB and Feeding America values, specifically:
  - a. People experiencing food insecurity are the center of everything we do.
  - b. We create an inclusive culture that welcomes and respects the diversity of the people we serve, employees and volunteers, and honors the fundamental value and dignity of all individuals.
  - c. We build and foster a culture of mutual support, continuous improvement, and innovation.

Non-discrimination and civil rights compliance alone do not honor these values. The Partner Agency agrees to consistently uphold these values.

- 11. The Parent Agency agrees to designate at least two (2) people from its organization to serve as food bank contacts and one individual as the primary contact. The contact should include the Partner Agency's representatives who have decision-making authority over the food program.
- 12. Inform TAFB of any changes in contact names, addresses, phone numbers, emails, and/or services provided and any other relevant information.
- 13. The Partner Agency agrees to acknowledge the support received from their partnership with TAFB.
- 14. Be open publicly to eligible enrolled students, their family members, eligible staff, and volunteers.

Exception: Partner Agencies that solely participate in the In-School Snack program are only eligible to be open publicly to enrolled students.

### V. MONITORING

The Partner Agency agrees to monitor visits by a representative of TAFB before membership is approved and at least once every two (2) years or more often as needed. Site visits are subject to but not limited to:

- a. Food safety, which will include state, local, and retail store safety regulations.
- b. Required training documentation.
- c. Agency Participation eligibility.
- d. Service delivery to people facing hunger including adherence to USDA nondiscrimination requirements.
- e. Other local and state regulations, as evidenced by inspection reports and licenses issued by those authorities.

### **TERM & TERMINATION**

This agreement is valid for three (3) years with an option of two (2) 1-year renewals from the date of signature unless a new agreement is presented for signature earlier. EITHER PARTY MAY TERMINATE THIS CONTRACT, WITH OR WITHOUT CAUSE, AT ANY TIME WITH 60 DAYS OF WRITTEN NOTICE.

### **GRIEVANCE PROCEDURE**

The Parent Agency may voice concerns or appeal any decisions made by TAFB personnel. Appeals will be heard by either the Chief Executive Officer or Tarrant Area Food Bank's Board of Directors.

Place concerns in writing and send to:

Chief Operating Officer and/or the Chief Executive Officer Tarrant Area Food Bank 2525 Cullen Street, Fort Worth, TX 76107.

### I have read and understand all the requirements listed above and agree to adhere to them.

### **PARENT AGENCY SIGNATURE:**

| SIGNED: | Jage magine  |  |
|---------|--------------|--|
|         | Town Moliner |  |

DATE: 07/15/2024

NAME: Karen Molinar

TITLE: Deputy Superintendent, Administrative Services

### **TARRANT AREA FOOD BANK SIGNATURE:**

Julie Butner SIGNED:

| DATE: | 7.8.24 |  |
|-------|--------|--|
|       |        |  |

**NAME: Julie Butner** 

**TITLE: President & CEO** 

### <u>Exhibit A</u>

### SAMPLE MONTHLY CLIENT DOCUMENTATION REPORTS

This is a sample of questions on the digital monthly client documentation report. Please note that no personally identifiable information is required for the students or households served. A complete training is provided to the coordinator on when and how to complete this form.

### **Agency Information**

- 1. Agency Name
- 2. Agency Number
- 3. Coordinator First Name
- 4. Coordinator Last Name
- 5. Email Address
- 6. Report Month
- 7. What type of Agency Reporting are you submitting?
  - a. Brick & Mortar
  - b. Mobile Pantry
  - c. Senior Share

### **Distribution Information**

- 8. Total number of unduplicated households served
- 9. Total number of above households served USDA commodities
- 10. Total number of meals prepared \*NOT APPLICABLE\*
- 11. Total number of snacks served

### **Optional Information**

- 12. Pantry Hours
- 13. Does your agencies have any of the following vehicles?
- 14. Do you have any changes to your agency's contact information?

### **SUB-AGENCY ADDENDUM 1**

Parent Agency:Fort Worth Independent School DistrictContract Period:July 2024 – June 2027

Tarrant Area Food Bank and Parent Agency acknowledge the following listed school campuses are responsible for the compliance standards outlined in the Ready to Learn In-School Partner Agency Contract.

Market sites provide grocery type food items for households to take home.

- 1. Alice D. Contreras Elementary
- 2. Carroll Peak Elementary
- 3. Cesar Chavez Elementary
- 4. Daggett Middle School
- 5. Eastern Hills Elementary
- 6. Edward Briscoe Elementary
- 7. Hazel Harvey Elementary
- 8. Hubbard Heights Elementary
- 9. Jacquet Middle School
- 10. J.P. Elder Middle School
- 11. J.T. Stevens Elementary
- 12. Kirkpatrick Middle School
- 13. Leadership Academy at Como
- 14. Leadership Academy at John T. White
- 15. Leadership Academy at Maude L. Logan
- 16. Luella Merrett Elementary
- 17. Maudrie M. Walton Elementary

- 18. McLean Middle School
- 19. Milton L. Kirkpatrick Elementary
- 20. M.L. Phillips Elementary
- 21. Morningside Middle School
- 22. Natha Howell Elementary
- 23. Oakhurst Elementary
- 24. OD Wyatt High School
- 25. Paschal High School
- 26. Sagamore Hill Elementary
- 27. South Hi Mount Elementary
- 28. South Hills Elementary
- 29. Springdale Elementary
- 30. T.A. Sims Elementary
- 31. Van Zandt Guinn Elementary
- 32. Versia L. Williams Elementary
- 33. Wedgwood Middle School
- 34. Western Hills Primary

Snack only sites provide individually packaged snack items to students to consume at school during school and/or after-school hours.

- 1. A. M. Pate Elementary
- 2. Arlington Heights High School
- 3. Carter-Riverside High School
- 4. D. McRae Elementary
- 5. Diamond Hill-Jarvis High School
- 6. Dunbar High School

- 7. Monnig Middle School
- 8. Northside High School
- 9. Polytechnic High School
- 10. Riverside Middle School
- 11. South Hills High School
- 12. Sunrise McMillan Elementary

- 13. Eastern Hills High School
- 14. Harlean Beal Elementary
- 15. Jean McClung Middle School
- 16. Marine Creek Collegiate High School
- 17. Meadowbrook Middle School

- 18. Westcreek Elementary
- 19. William James Middle School
- 20. W.M. Green Elementary
- 21. Young Men's Leadership Academy

The authorized representative's signature below confirms the acceptance and agreement to abide by all terms of this addendum.

### **PARENT AGENCY SIGNATURE:**

Vage Magine SIGNED: **NAME:** Karen Molinar

TITLE: Deputy Superintendent, Administrative Services

### TARRANT AREA FOOD BANK SIGNATURE:

SIGNED:

whe Butner

DATE: \_\_\_7.8.24\_\_\_\_\_

DATE: 07/15/2024

NAME: Julie Butner

| TITLE: <u>P</u> | resident | <u>&amp; CEO</u> |
|-----------------|----------|------------------|
|-----------------|----------|------------------|

By: \_\_\_

Angélica M. Ramsey, Ed.D. Superintendent of Schools

By: Legal Counsel for District

By: \_\_\_

Camille Rodriguez Board President

#### <u>TOPIC:</u> APPROVE FIRST READING – REVISIONS TO BOARD POLICIES EFA(LOCAL) AND EFB (LOCAL)

#### **BACKGROUND:**

On January 3, 2024, the Texas State Library and Archive Commission (TSLAC) adopted Rule 4.2 of the Texas Administrative Code (Title 13, Part 1, Chapter 4, Subsection A) outlining collection development standards for public school libraries. The Rule requires the governing body of each Texas public school district to institute a collection development policy that describes the processes and standards by which a school library acquires, maintains, and withdraws materials. Minimally, the policy must:

- Describe the purpose and collection development goals;
- Designate the person(s) responsible for collection development;
- Establish procedures for the evaluation, selection, acquisition, reconsideration, and deselection of materials;
- Consider the distinct age groups, grade levels, and possible access to materials by all students within a campus;
- Include an access plan, that allows efficient parental access to the school district's library and online library catalog; and
- Comply with all applicable local, state and federal laws and regulations.

Currently, the District does not have a Board Policy EFA (LOCAL) or an EFB (LOCAL). The Texas Association of School Boards (TASB) serves as a resource to Districts in revising policies for compliance with regulatory changes. Although District personnel update policies incorporating TASB recommendations based on the needs of the District, the Board of Trustees has the final say regarding which policies go in the District manual.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

1. Approve First Reading – Revisions to Board Policies EFA (LOCAL) and EFB (LOCAL)

2. Decline to Approve First Reading - Revisions to Board Policies EFA (LOCAL) and EFB (LOCAL)

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve First Reading – Revisions to Board Policies EFA (LOCAL) and EFB (LOCAL)

#### FUNDING SOURCE: Additional Details

No Cost

COST:

No Cost

#### VENDOR(S)/PROVIDER(S):

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

All School Libraries

#### RATIONALE:

Approval of these local policies will add the language as required by the Texas State Library and Archive Commission and recommended by the policy division of the Texas Association of School Boards.

#### **INFORMATION SOURCE**:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

EFA(LOCAL)-A

## INSTRUCTIONAL RESOURCES INSTRUCTIONAL MATERIALS

|                                     | Note                                      | ma   |   | n related to the accounting of instruc<br>his term is defined by state law and r  |                                     |
|-------------------------------------|---|--|---|---|-------------------------------------|
|                                     |   |  | information<br>terials, see   | n related to the selection process of l<br>EFB.   | ibrary                              |
|                                     | the T<br>educ<br>profe<br>Distr<br>for de | exas Ess<br>ational m<br>essional s<br>ict policy<br>eterminin | ential Knov<br>hission. Alth<br>staff select i<br>and admin<br>g and appr | instructional materials designed to t<br>wedge and Skills and further the Dis<br>ough the Superintendent shall ensur<br>nstructional materials in accordance<br>istrative regulations, the ultimate aut<br>oving the curriculum and instructiona<br>with the Board. | trict's<br>e that<br>with<br>hority |
| Objectives                          | plem<br>tiona<br>infori<br>instru         | entary re<br>l resourc<br>mal teach<br>uctional n              | sources for<br>es, includin<br>hing and lea                               | al materials" may include textbooks,<br>r classroom use, and any other instru<br>g electronic resources, used for form<br>arning purposes. The primary objective<br>e to implement, enrich, and support to<br>gram.   | nal or<br>ves of                    |
| Selection                           | mate<br>adop                              | rials, whi<br>ted by th  | ch may inc<br>e State Boa   | at are textbooks and related supplen<br>lude items from the list of resources<br>ard of Education, shall be chosen in a<br>tive regulations and the objectives a  | ac-                                 |
|                                     |   |  | all rely on [<br>onal materi  | District professional staff to select and als that:   | d ac-                               |
|                                     | 1.  | educatio   | nal goals o<br>of individua   | the curriculum consistent with the ge<br>f the state and District, the aims and<br>I schools and specific courses, and t<br>s improvement plans.  | ob-                                 |
|                                     | 2.  | level, lea   | arning style  | the subject area and for the age, abi<br>s, interests, and social and emotiona<br>udents for whom they are selected.  |                                     |
|                                     | 3.  | ticity, ed   | ucational si  | s for artistic quality, literary style, aut<br>gnificance, factual content, physical<br>eadability, and technical quality.  |                                     |
|                                     | 4.  | have an<br>cal analy   | opportunity<br>sis and in i   | es of controversial issues so that stu<br>v to develop, under guidance, skills ir<br>making informed judgments in their o<br>B regarding instruction about controv  | n criti-<br>Iaily                   |
|                                     | 5.  | Promote  | literacy.   |   |                                     |
| DATE ISSUED: 6/5/2024<br>UPDATE 123 |   |  | 327   | Adopted:  | 1 of 3                              |

### INSTRUCTIONAL RESOURCES INSTRUCTIONAL MATERIALS

|  |  | ofessional staff may select additional instructional materi-<br>ordance with administrative regulations and the criteria   |
|--|--|--|
|  | communi<br>tional ma<br>be evalua      | ators, teachers, other District personnel, parents, and<br>ty members, as appropriate, may recommend instruc-<br>terials for selection. Gifts of instructional materials shall<br>ated according to these criteria and accepted or rejected<br>ance with CDC(LOCAL).   |
|  | cludes th                              | of instructional materials is an ongoing process that in-<br>e removal of materials no longer appropriate and the peri-<br>acement or repair of materials that still have educational  |
| Reconsideration of<br>Instructional<br>Materials | may requ<br>District's                 | employee or a parent or guardian of a District student<br>est reconsideration of instructional material used in the<br>educational program on the basis that the instructional<br>ails to meet the standards set forth in this policy.   |
| Guiding Principles                               |  | ving principles shall guide the Board and staff in respond-<br>equest for reconsideration of instructional materials:  |
|  | teria<br>that<br>fied<br>adh           | I used in a school's educational program, despite the fact<br>the professional staff selecting the materials were quali-<br>to make the selection, followed the proper procedure, and<br>ered to the objectives for instructional materials set out in<br>policy.  |
|  | only                                   | rrent's ability to exercise control over instruction extends<br>to his or her own child as set forth in Education Code<br>pter 26.   |
|  | the                                    | ess to a challenged material shall not be restricted during<br>reconsideration process, except the District may deny ac-<br>s to a child if requested by the child's parent.   |
|  | materials<br>ucational                 | r criterion for the final decision on challenged instructional<br>is the appropriateness of the material for its intended ed-<br>use. No challenged instructional material shall be re-<br>olely because of the ideas expressed therein.   |
| Informal<br>Reconsideration                      | priatenes<br>tor shall t<br>explain th | e District or a campus receives an objection to the appro-<br>s of an instructional material, the appropriate administra-<br>ry to resolve the matter informally. The administrator shall<br>be selection process and discuss the intended educational<br>for the instructional material. If appropriate, the adminis- |

#### INSTRUCTIONAL RESOURCES INSTRUCTIONAL MATERIALS

|                                    | trator may offer a concerned parent an alternative instructional ma-<br>terial to be used by that parent's child in place of the challenged<br>material.   |
|------------------------------------|--|
|                                    | If the complainant wishes to make a formal challenge, the adminis-<br>trator shall provide the complainant a copy of this policy and a form<br>to request a formal reconsideration of the instructional material.  |
| Formal Request for Reconsideration | A complainant shall make any formal request to reconsider an in-<br>structional material on the form provided by the District and shall<br>submit the completed and signed form to the principal. Upon re-<br>ceipt of the form, the principal shall appoint a reconsideration com-<br>mittee.   |
|                                    | The reconsideration committee shall include at least one member<br>of the instructional staff who has experience using the challenged<br>material with students or is familiar with the challenged material's<br>content. Other members of the committee may include District-<br>level staff, secondary-level students, parents, and any other appro-<br>priate individuals.  |
|                                    | All members of the committee shall review the challenged instruc-<br>tional material in its entirety. As soon as reasonably possible, the<br>committee shall meet and determine whether the challenged mate-<br>rial conforms to the principles of selection set out in this policy and<br>whether the challenged material will continue to be used in the ed-<br>ucational program. The committee shall prepare a written report of<br>its findings. The Superintendent, other appropriate administrators,<br>and the complainant shall receive copies of the report. |
| Frequency of<br>Review             | After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.  |
| Appeal                             | The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, start-<br>ing at the appropriate level. [See DGBA, FNG, and GF]  |

|                                  | Note  | For information related to the selection of instructional materials, see EFA.   |  |  |
|----------------------------------|---|---|--|--|
|                                  | wide<br>stud<br>sity o<br>vides   | purpose of this policy is to ensure that the District provides a<br>range of library materials for students and faculty that support<br>ent achievement and present varying levels of difficulty, diver-<br>of appeal, and a variety of points of view. This policy also pro-<br>s standards for collection development and the selection and<br>uation of library materials. |  |  |
| Collection<br>Development Policy | libra   | is policy, "library materials" may include printed and electronic<br>ry acquisitions, including online catalogs, and other ancillary or<br>elementary materials maintained in a campus library.   |  |  |
|                                  | brary   | library collection development standards shall apply to all li-<br>/ materials available for use or display, including material con-<br>ed in school libraries, classroom libraries, and online catalogs.   |  |  |
|                                  | grou  | eveloping library collections, the District shall consider the age<br>ps, grade levels, and access to library material by all students<br>campus.   |  |  |
| Responsibility                   | The District shall ensure librarians, professional library staff<br>other designated professional staff trained on the proper co<br>development standards select and acquire library materials<br>cordance with state law and rules, this collection development<br>icy, and administrative procedures. |   |  |  |
|                                  | sure  | Superintendent shall develop administrative procedures to en-<br>that library collections comply with applicable law and the Dis-<br>s collection development purpose and goals.  |  |  |
| Collection<br>Development Goals  |   | Idition to the requirements in state law and rules, the District's ry collections shall:  |  |  |
|                                  | 1.  | Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].   |  |  |
|                                  | 2.  | Provide a wide range of background information that will ena-<br>ble students to make intelligent decisions in their daily lives.   |  |  |
|                                  | 3.  | Include accurate and authentic factual content from authorita-<br>tive sources.   |  |  |
|                                  | 4.  | Have a high degree of potential user appeal and interest.   |  |  |
|                                  | 5.  | Offer a global perspective that promotes equity of access, in-<br>cluding print and nonprint materials such as electronic and<br>multimedia, to meet the needs of individual learners.  |  |  |

|   | 6.    | Represent diverse viewpoints and cultures appropriate to<br>each campus to ensure the collection embodies the unique<br>background of its student population.   |
|---|-------|---|
| Selection and<br>Evaluation of<br>Materials | guide | ary materials shall be selected and acquired in accordance with<br>elines adopted by the Texas State Library and Archives Com-<br>ion and the District standards and priorities expressed in this<br>y.   |
|   |       | n selecting, acquiring, and evaluating library materials, librari-<br>and other professional staff shall ensure that the materials:   |
|   | 1.    | Enrich and support the TEKS and the state and local curricu-<br>lum, taking into consideration students' varied interests, ma-<br>turity levels, abilities, and learning styles.  |
|   | 2.    | Foster growth in factual knowledge, literary appreciation, aes-<br>thetic values, and societal standards.   |
|   | 3.    | Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.  |
|   | 4.    | Represent ethnic, religious, and cultural groups of the state<br>and their contributions to the state, the nation, and the world.   |
|   | gard  | Superintendent shall ensure that administrative procedures re-<br>ing the selection of library materials consider at least two of<br>ollowing factors:  |
|   | 1.    | Recommendations from students, parents or guardians, teachers, and District community members.  |
|   | 2.    | Consultation with District teachers and library staff.  |
|   | 3.    | Consultation with library staff from other districts.   |
|   | 4.    | Extensive review of the library material.   |
|   | 5.    | Context of the library material, including overall fit within the existing collection and support of District curriculum.   |
|   | 6.    | Reviews of the library material from sources such as profes-<br>sional journals in library science, recognized professional ed-<br>ucation or content journals with book reviews, national and<br>state award recognition lists, library science field experts, and<br>highly acclaimed author and literacy expert recommendations. |
|   | 7.    | Coverage of topics, authors, series, or genres that fill gaps in the school library collection.   |
| Access Plan                                 |       | District shall allow efficient parental access to the District's li-<br>and any available online catalogs.  |

331 Adopted:

|  | Online catalogs shall be publicly available. The District shall pub-<br>lish information about library material titles, including how and<br>where material can be accessed.   |  |  |  |  |
|--|--|--|--|--|--|
|  | Each campus shall communicate the following to parents and guardians:  |  |  |  |  |
|  | <ul> <li>Access to policies relating to school libraries and library mate-<br/>rials;</li> </ul>   |  |  |  |  |
|  | Consistent access to library materials and resources; and  |  |  |  |  |
|  | • Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.   |  |  |  |  |
| Parental<br>Involvement                | Parents and guardians are the primary decision makers regarding<br>their student's access to library material. In general, a student is af-<br>forded the opportunity to self-select library materials as part of liter-<br>acy development and the library program. District staff may assist a<br>student in selecting library material; however, the ultimate determi-<br>nation of appropriateness remains with the student and parent or<br>guardian. Parents and guardians are encouraged to communicate<br>with the campus librarian and their child's teacher about special<br>considerations regarding library materials self-selected by their stu-<br>dent. |  |  |  |  |
|  | In accordance with state law and administrative procedures, par-<br>ents or guardians may select alternative library materials for their<br>student. [For information on parental rights regarding instructional<br>materials and other instructional resources, see EFA(LEGAL).]  |  |  |  |  |
|  | The District shall focus on maximizing transparency with parents<br>while meeting student needs and providing enrichment opportuni-<br>ties with library materials. Parental involvement in library acquisi-<br>tion, maintenance, and campus activities is encouraged.  |  |  |  |  |
| Access<br>Procedures<br>School Library | A parent or guardian who wishes to access a school's library shall<br>first submit a request to the principal. The principal or a staff mem-<br>ber designated by the principal shall work with the parent or guard-<br>ian to determine a time to access the library that will not interfere<br>with the delivery of instruction or disrupt student use of library ser-<br>vices.   |  |  |  |  |
| Online Catalog                         | A parent or guardian who wishes to access an online catalog shall<br>submit a written request to the principal. The principal or a staff<br>member designated by the principal shall respond to the request in<br>accordance with administrative procedures.   |  |  |  |  |

| Protection from<br>Inappropriate<br>Material | Library materials shall not include "harmful material" as defined by<br>Penal Code 43.24(a)(2); "obscene" material as defined by Penal<br>Code 43.21(a)(1); any library material that is pervasively vulgar or<br>educationally unsuitable as referenced in <i>Board of Education v.</i><br><i>Pico</i> ; or any other material legally prohibited from inclusion in a<br>public school library. [See EFB(LEGAL)]                                       |
|--|---|
|  | Obscene material is not protected by the First Amendment to the United States Constitution.   |
|  | Library materials shall comply with the Children's Internet Protec-<br>tion Act (CIPA), including technology protection measures. [See<br>CQ]   |
| Reconsideration of<br>Library Material       | A District employee or a parent or guardian of a District student<br>may request the reconsideration of a library material maintained in<br>the District's library program.   |
| Guiding<br>Principles                        | The following principles shall guide the review of a request to re-<br>consider a library material:   |
|  | 1. An individual may raise an objection to a library material used<br>in the District's library program, despite the fact that the pro-<br>fessional staff selecting the materials were qualified to make<br>the selection, followed the proper procedure, and adhered to<br>the objectives and criteria for library materials set out in this<br>policy.   |
|  | <ol> <li>A parent's or guardian's ability to exercise control over in-<br/>struction and instructional resources, including library materi-<br/>als, extends only to his or her own child as set forth in Educa-<br/>tion Code Chapter 26.</li> </ol>   |
|  | <ol> <li>Access to a challenged material shall not be restricted during<br/>the reconsideration process, except the District may deny ac-<br/>cess to a student if requested by the student's parent or<br/>guardian.</li> </ol>  |
|  | In addition to compliance with state law and this policy, a criterion<br>for the final decision on challenged library materials is the appropri-<br>ateness of the material for its intended use. No challenged library<br>material shall be removed solely because of the ideas expressed in<br>the library material or the personal background of the library mate-<br>rial's author or the personal background of the characters in the<br>material. |
| Informal<br>Reconsideration                  | When the District or a campus receives an objection to the appro-<br>priateness of a library material, the appropriate librarian or adminis-  |

|                              | trator shall try to resolve the matter informally. The librarian or ad-<br>ministrator shall explain the selection process and discuss the in-<br>tended purpose for the library material.   |  |
|------------------------------|--|--|
|                              | The librarian or administrator shall offer a concerned parent or<br>guardian an alternative library material to be used by the child in<br>place of the material and, if requested, shall restrict the child's ac-<br>cess to the material objected to by the parent or guardian.  |  |
|                              | If the individual wishes to make a formal challenge, the administra-<br>tor shall make available to the individual a copy of this policy and a<br>form to request a formal reconsideration of the library material.  |  |
| Formal Request<br>for        | The District shall make a form to request reconsideration of library material available on the District's website .  |  |
| Reconsideration              | If an employee or a parent or guardian of a District student wishes<br>to request reconsideration of a library material, they shall follow the<br>procedures to complete and submit the request for reconsideration<br>form.   |  |
|                              | After a request for reconsideration form is submitted, the form shall<br>be provided to the Superintendent. Copies of the form shall be pro-<br>vided to the school librarian, the Board, and any other staff desig-<br>nated in administrative procedures.  |  |
| Reconsideration<br>Committee | For purposes of this policy, "days" shall mean District business days, unless otherwise noted.   |  |
|                              | The Deputy Superintendent of Learning and Leading shall appoint<br>a reconsideration committee and notify committee members within<br>10 days of receiving the request for reconsideration form.   |  |
|                              | The reconsideration committee shall include the librarian and at<br>least one member of the instructional staff who is familiar with the<br>material's content. Other members of the committee may include<br>District-level staff, secondary-level students, parents or guardians,<br>and any other appropriate individuals.    |  |
|                              | Within 10 days of appointment of the committee the District shall<br>provide members of the committee the relevant materials to review.<br>If additional time is required to obtain and distribute the materials<br>for review, all members of the committee shall be informed that a<br>reasonable extension of time is needed. |  |
|                              | All members of the committee shall review the challenged library<br>material in its entirety and determine whether the material con-<br>forms to this policy and whether the material will continue to be<br>available in the library. The committee shall prepare a written report<br>of its findings.                          |  |
| <br>                         |  |  |

|                                     | Absent extenuating circumstances, the written report shall be pro-<br>vided to the administration within 60 days of the District providing<br>the material to the committee members. In calculating timelines un-<br>der this policy, the day the committee is provided the materials is<br>"day zero." The following business day is "day one."  |
|-------------------------------------|---|
|                                     | Extensions of time due to extenuating circumstances shall take into<br>consideration the time necessary to convene the committee mem-<br>bers, the amount of material being reviewed, and any other pend-<br>ing reconsideration requests being handled by the committee.   |
|                                     | An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.  |
|                                     | The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate adminis-<br>trators shall receive a copy of the committee's report.  |
| Appeal                              | An individual who submitted a request for reconsideration may ap-<br>peal the decision of the reconsideration committee in accordance<br>with appropriate complaint policies, starting at the level immedi-<br>ately preceding Board consideration of a complaint. [See DGBA<br>and FNG]  |
| Frequency of<br>Review              | After a library material has been reviewed through the reconsidera-<br>tion process, it shall not be reviewed again within two calendar<br>years of the reconsideration committee's final decision.   |
| Maintenance of<br>Library Materials | In accordance with state guidelines and District administrative pro-<br>cedures, collections shall be evaluated and updated regularly<br>based on the collections' age, relevance, diversity, and variety. The<br>Superintendent shall ensure administrative procedures are estab-<br>lished for regular maintenance of the library collection on each<br>campus. Standard maintenance procedures for any library collec-<br>tion include repair, replacement, and removal of materials as nec-<br>essary. Regular maintenance shall also include scheduled invento-<br>ries of the collection. Disposal of any District-owned library<br>materials shall be in accordance with District policy and proce-<br>dures. [See CI] |
| Gifts and Donations                 | The District shall accept gifts and donations of library materials<br>with the understanding that the use and disposition of the materials<br>and monies will be in accordance with District policy and the selec-<br>tion criteria noted above. [See CDC]  |
| Policy Review                       | This policy shall be reviewed at least every three years and revised as necessary.  |

#### **TOPIC:** APPROVE MEASURES OF ACADEMIC PROGRESS GROWTH FOR MATH, READING, SCIENCE AND READING FLUENCY PROGRESS MONITORING FOR THE 2024-2025 SCHOOL YEAR

#### **BACKGROUND:**

North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Growth and Progress Monitoring System was selected in 2017 to provide a single-vertically aligned system for mathematics with a standardized assessment measure for each student three (3) times per year: 1) Beginning of the year, 2) Middle of the year, 3) and end of the year, as well on-going progress monitoring of student mathematics along with goal setting and teacher instructional resources for use in targeted instruction during core learning time. The Board approved the initial contract on August 8, 2017. The current action agenda item is for one (1) year renewal for the 2024 -2025 school year for grades Kindergarten (K) - 12. NWEA MAP Growth is administered for Reading for all students in K - 8, Science in grades 6 - 8, high school subjects of Algebra I, Biology, Geometry, and Algebra II. Furthermore, it allows teachers to monitor and support academic and student growth development, which aligns with the student outcome goals established by the Board of Trustees. Lastly, teachers and students are already familiar with the NWEA MAP suite, which will streamline efficiency in implementation and integration.

NWEA MAP Fluency Progress Monitoring System was selected by a District committee led by the Early Learning Department to provide a robust early literacy assessment in a singlevertically aligned system for literacy in grades K-3 with a standardized assessment measure for each student three (3) times per year: 1) Beginning of the year, 2) Middle of the year, 3) and end of the year, as well on-going progress monitoring of student literacy along with goal setting and teacher instructional resources for use in targeted small group instruction during the core learning time. The results from MAP Fluency and MAP Growth complement each other to provide a more robust picture of student learning and needs. Renewal for each component: mathematics growth, reading growth, science growth, and Literacy/fluency progress will be brought to the Board annually for review and approval.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

- 1. Approve Measures of Academic Progress Growth for Math, Reading, and Science, and Reading Fluency Progress Monitoring for the 2024 2025 School Year
- 2. Decline to Approve Measures of Academic Progress Growth for Math, Reading, and Science, and Reading Fluency Progress Monitoring for the 2024 2025 School Year
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Measures of Academic Progress Growth for Math, Reading, and Science, and Reading Fluency Progress Monitoring for the 2024 - 2025 School Year

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

General Fund 199-11-6399-307

#### COST:

\$1,073,638.75

#### VENDOR(S)/PROVIDER(S):

Northwest Evaluation Association (NWEA)

#### **PURCHASING MECHANISM:**

Cooperative Agreement EPCNT RFP 2011-18 Addendum 1

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 Denton ISD, RFP 2011-18. The recommended vendor is listed above.

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

Students enrolled in mathematics and reading in grades K-8, in Algebra 1, Biology, Geometry, and Algebra II in high school courses, students in grades 6-8 science, and in early literacy in grades K-3 at all campuses.

#### RATIONALE:

This purchase will provide a differentiated platform for mathematics and reading (Grade K-8), Algebra I, Biology, Geometry, and Algebra II in high school courses, middle school science, and early literacy/fluency (Grade K-3) to assess students' performance levels and monitor student progress in academic achievement and growth. Closing the gap for struggling learners, while meeting the needs of on-level and higher-performing students, requires implementing a solution that differentiates strategically to identify and meet the unique needs of each student so that each student continues to grow. In addition, these assessment results will provide teachers with skills-specific information on students' areas of strength and weakness.

#### **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Area Superintendent, Area #2

#### Exhibit A – Services

## nwea

#### SALES ORDER

| Order Date: | 06/11/2024 | Start Date: | 09/01/2024 |
|-------------|------------|-------------|------------|
| Order #:    | 00092507   | End Date:   | 08/31/2025 |

#### Prepared For

Account Name: Fort Worth ISD

Agency Code: 7368

Primary Contact: Gracie Guerrero

Email: gracie.guerrero@fwisd.org

**Customer Information** 

Fort Worth ISD 1050 Bridgewood Drive Fort Worth, TX 76107 United States

#### **Bill-To Information**

Fort Worth ISD ACCOUNTS PAYABLE 7060 Camp Bowie Fort Worth, TX 76116 United States

#### NWEA Sales Point of Contact

Melissa Stadtfeld

melissa.stadtfeld@nwea.org

#### **Products & Services**

| Product  | Catalog Price | Sales Price | Quantity | Total Price | Item Discount |
|--|---------------|-------------|----------|-------------|---------------|
| MG App Rpts: Growth Reports for Leaders<br>Virtual (1-hour session, up to 30 participants)<br>MAP Growth | \$630.00      | \$630.00    | 6        | \$3,780.00  | -\$0.00       |
| Virtual (1-hour session, up to 30 participants)<br>MAP Growth- Achievement Reports for Leaders           | \$630.00      | \$630.00    | 6        | \$3,780.00  | -\$0.00       |
| Resp Lit Prac: Foundations of Writing (Onsite<br>Up to 35/3 hrs)   | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00 | -\$2,800.00   |
| Instructional Report + 2hr Virtual Consulting  | \$15,000.00   | \$15,000.00 | 2        | \$30,000.00 | -\$0.00       |
| MG and MRF: Responsive Planning? Onsite (3-<br>hour session, up to 35 participants)                      | \$2,100.00    | \$1,750.00  | 4        | \$7,000.00  | -\$1,400.00   |
| Resp Lit Prac: Building Fluent Readers I & II<br>(Onsite Up to 35 /3 hrs) (Part 2)                       | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00 | -\$2,800.00   |
| Onsite (3-hour session, up to 35 participants)<br>MAP Growth- Applying Reports: Student Goal<br>Setting  | \$2,100.00    | \$1,750.00  | 4        | \$7,000.00  | -\$1,400.00   |
| Growth Report +1hr Virtual Consulting  | \$4,000.00    | \$3,400.00  | 1        | \$3,400.00  | -\$600.00     |
| Resp Lit Prac: K-2: Early Word Recognition Part<br>1 and 2 (Onsite Up to 35 /3 hrs) (Part 1)             | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00 | -\$2,800.00   |



Order Date: 06/11/2024

Sales Order #00092507

Page 1 of 2

Attach Contracto

| Product   | Catalog Price | Sales Price | Quantity | Total Price  | Item Discount |
|---|---------------|-------------|----------|--------------|---------------|
| Resp Lit Prac: K-2: Early Word Recognition Part<br>1 and 2 (Onsite Up to 35 /3 hrs) (Part 2)          | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00  | -\$2,800.00   |
| Resp Math Prac 3-5: Deep Conceptual<br>Understanding of Fractions (Onsite Up to 35/3<br>hrs) (Part 1) | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00  | -\$2,800.00   |
| Resp Math Prac 3-5: Deep Conceptual<br>Understanding of Fractions (Onsite Up to 35/3<br>hrs) (Part 2) | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00  | -\$2,800.00   |
| Responsive Math Practices 6-8: Cultivating<br>Integer Fluency (Onsite Up to 35 /3 hrs) (Part 2)       | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00  | -\$2,800.00   |
| Responsive Math Practices 6-8: Cultivating<br>Integer Fluency (Onsite Up to 35 /3 hrs) (Part 1)       | \$2,100.00    | \$1,750.00  | 8        | \$14,000.00  | -\$2,800.00   |
| Growth Report +1hr Virtual Consulting   | \$4,000.00    | \$0.00      | 1        | \$0.00       | -\$4,000.00   |
| MAP Growth Science (Add-On)   | \$2.75        | \$2.50      | 21,404   | \$53,510.00  | -\$5,351.00   |
| MAP Growth K-12 (Single Subject)  | \$10.00       | \$7.50      | 15,500   | \$116,250.00 | -\$38,750.00  |
| MAP Growth K-12   | \$14.50       | \$11.25     | 56,615   | \$636,918.75 | -\$183,998.75 |
| MAP Reading Fluency Add-on for Bundle price<br>(incl. English & Spanish)                              | \$7.00        | \$5.00      | 20,000   | \$100,000.00 | -\$40,000.00  |

 Discount
 -\$289,259.75

 Subtotal
 \$1,073,638.75

 Estimated Tax
 \$0.00

 Grand Total
 \$1,073,638.75

#### Notes

CTPA Pricing from Denton 2011-18

#### Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <u>https://support.hmhco.com/s/article/Billing-and-Invoices</u>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

#### Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <a href="https://www.hmhco.com/terms-of-purchase">https://www.hmhco.com/terms-of-purchase</a> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.



Order Date: 06/11/2024

Sales Order #00092507

r's Scope of Work

Form 690 - Version 9.0

### **<u>TOPIC</u>**: APPROVE AUTHORIZATION TO NEGOTIATE AND AWARD CONTRACT FOR FIBER, WIDE AREA NETWORK UPGRADE (E-RATE ELIGIBLE)

#### **BACKGROUND:**

The Fort Worth Independent School District has leased fiber for wide area network connectivity. In an effort to provide the District with more resilient network connections at each school site, the department of technology will work with the provider to design a network that meets the current and future connectivity need of the District.

Fiber network connectivity is eligible for a percentage discount under the Federal Communications Commission's (FCC) E-Rate program. The District has received the funding commitment at 90% discount. The remaining 10% is the responsibility of the District.

The period of performance shall be from date of award through June 30, 2025. Request for Proposal 23-093 for leased fiber for wide area network upgrade, was originally approved by the board on March 23, 2023.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

1. Approve Authorization to Negotiate and Award Contact for Fiber, Wide Area Network (E-Rate Eligible)

2. Decline to Approve Authorization to Negotiate and Award Contact for Fiber, Wide Area Network (E-Rate Eligible)

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve authorization to negotiate and award contact for fiber, wide area network (E-Rate eligible)

#### **FUNDING SOURCE:** <u>Additional Details</u>

TRE 198-81-6639-423

#### COST:

#### \$10,424,634

| Recurring Services Annually          |             |
|--------------------------------------|-------------|
| Estimated Cost (100%)                | \$2,665,860 |
| Projected E-Rate Reimbursement (90%) | \$2,399,274 |
| Projected District Expense (10%)     | \$266,586   |

| One-Time Construction Cost           |                |
|--------------------------------------|----------------|
| Estimated Cost (100%)                | \$7,758,774.00 |
| Projected E-Rate Reimbursement (90%) | \$6,982,896.60 |
| Projected District Expense (10%)     | \$775,877.40   |

#### VENDOR(S)/PROVIDER(S):

Conterra Ultra Broadband

#### **PURCHASING MECHANISM:**

**Competitive Solicitation** 

Bid Number 23-093

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

All Schools

#### RATIONALE:

Approval of this item will provide the District with a resilient fiber network for all schools.

#### **INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer Kellie Spencer, Deputy Superintendent, District Operations

## TOPIC:APPROVEPURCHASEOFSTUDENTTRANSPORTATIONMANAGEMENT SYSTEM

#### **BACKGROUND:**

The Fort Worth ISD requires an update to its student transportation management system (STMS). The current systems, which were acquired in 2016, have become obsolete or expired, leading to decreased efficiency within the department. The request is to modernize the existing services.

The updated student transportation management system will offer improved and efficient creation and planning of school bus routes, management of field trips, and real-time Global Positioning System (GPS) tracking of buses. This information will also be accessible to families through a bus and student notification and communication application.

The implementation of this system update will occur immediately in phases, with routing services and real-time GPS as the top priority for full implementation by October 2025. The implementation of this type of system will take over a year to roll out all the necessary modules. Therefore, this request is to approve the performance period for a three-year term.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Approve Purchase of Student Transportation Management System
- 2. Decline to Approve Purchase of Student Transportation Management System
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Student Transportation System

**<u>FUNDING SOURCE:</u>** Additional Details

TRE

| 198-34-6249-434 | \$48,850  |
|-----------------|-----------|
| 198-34-6256-434 | \$135,000 |
| 198-34-6299-434 | \$156,671 |
| 198-34-6396-434 | \$418,375 |
| 198-34-6398-434 | \$56,250  |
| 198-34-6399-434 | \$76,475  |
|                 | \$891,621 |

#### COST:

\$891,621 (2025FY) \$272,444 (2026FY) \$283,200 (2027FY) \$1,447,265 Grand Total

#### VENDOR(S)/PROVIDER(S):

Transfinder Corporation

#### PURCHASING MECHANISM:

Cooperative Agreement

1GPA Contract #23-17PV-04

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 1GPA, Contract 23-17PV-04. The recommended vendor is listed above.

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

Transportation

#### RATIONALE:

Implementing a new student transportation management system will help the transportation department plan, execute, and optimize operations more effectively and efficiently. Furthermore, the new student transportation system will help provide better support, information, and communication to the students and parents of Fort Worth ISD.

Fort Worth Independent School District provides transportation services to over 14,000 students across 200 square miles daily. Between daily transportation, field trips, and events, the District fleet travels over 4 million miles annually. This critical service ensures students have equitable access to educational services and learning experiences.

#### **INFORMATION SOURCE:**

Myron Wilson, Executive Director of Transportation Kellie J. Spencer, Deputy Superintendent, Operations



#### Proposal

Date: July 26, 2024 (Cooperative 1GPA - #23-17PV-)

440 State Street Schenectady NY 12305

| ATTN: Myron Wilson   | Prepared By: | Brian Keefer            |
|----------------------|--------------|-------------------------|
| Fort Worth ISD       | Title:       | Account Executive       |
| 7060 Camp Bowie Blvd | Email:       | bkeefer@transfinder.com |
| Fort Worth, TX 76116 | Fax:         | 518-723-8298            |
| Phone: 817-815-7921  | Phone:       | 518-723-8203            |
|                      |              |                         |

#### This quotation is valid for 30 days from issue date.

| Transfind                       | er Products and Services                     | Qty. | Year 1      | Year 2 | Year 3 |
|---------------------------------|--|------|-------------|--------|--------|
| Routefinder Pro to Routefind    | er Plus Migration                            |      |             |        |        |
| Routefinder PLUS is Transfind   | er's easy-to-use, browser-based              |      |             |        |        |
| transportation software solut   | ion. The Routefinder PLUS implementation     |      |             |        |        |
| includes exchanging your Rou    | tefinder Pro licenses for Routefinder PLUS   |      |             |        |        |
| licenses along Implementation   | n, Data and Training Services.               |      |             |        |        |
| Implementation Plan Includes    | a Project Kickoff Call along with:           |      |             |        |        |
| Sandbox Installation with       | Conversion Testing                           |      |             |        |        |
| Client Data                     |  |      |             |        |        |
| Report Creation                 | Online Training                              |      |             |        |        |
| Final Data Conversion           | Go-Live/ Rollout                             |      |             |        |        |
|                                 |  | 1    | \$7,500     |        |        |
| Responsibilities Include:       |  |      |             |        |        |
| Weekly Status Meetings          | Data Conversion Services                     |      |             |        |        |
| <b>Report Creation Services</b> | Data Import & Analysis                       |      |             |        |        |
|                                 | Consulting                                   |      |             |        |        |
| Project Management              | Training Consulting Services                 |      |             |        |        |
| Consulting Services             | 8-weeks (1 hour each week)                   |      |             |        |        |
| *A requirement for Routefinde   | er PLUS Implementation is that the customer  |      |             |        |        |
|                                 | nd has at least one (1) staff member attend  |      |             |        |        |
| Transfinder University Routefi  | nder PLUS Livestream. Transfinder            |      |             |        |        |
| University Training costs are r | ot included in this quote.                   |      |             |        |        |
| Routefinder License ASF Incre   | ease   | 1    | \$250       | \$250  | \$263  |
| GIS Map Conversion for Cour     | ty Map(s):                                   |      |             |        |        |
| Transfinder will perform a one  | e-time conversion of accessible map data for |      |             |        |        |
| use in Routefinder software.    |  |      |             |        |        |
| Locate available coun           | ty GIS data including point / parcel layers  | 5    | \$9,975     |        |        |
| Collect and review ma           | ap data and provide most accurate data       |      | د ، د , د ب |        |        |
| source                          |  |      |             |        |        |
| Convert county map of           | lata into a format compatible ਔtਿਸ           |      |             |        |        |
| Routefinder                     |  |      |             |        |        |

| <ul> <li>Archive existing maps and deliver new map data to client;</li> <li>Implement new maps in the district's existing routing exercise</li> </ul> |       |          |          |          |
|---|-------|----------|----------|----------|
| • Implement new maps in the district's existing routing operation.<br>Wayfinder with Student Ridership using RFID Card Readers                        |       |          |          |          |
| Resource Substitution   |       |          |          |          |
| <ul> <li>O Driver can identify which vehicle will be utilized for a trip</li> </ul>   |       |          |          |          |
|   |       |          |          |          |
| Navigation  |       |          |          |          |
| <ul> <li>Turn by Turn voice guidance</li> <li>Speedemeter and smart man seem</li> </ul>   | 225   |          |          |          |
| <ul> <li>Speedometer and smart map zoom</li> <li>Assumate electronic much short for tring speeted in</li> </ul>                                       |       |          |          |          |
| <ul> <li>Accurate electronic route sheets for trips created in<br/>Deutofinder</li> </ul>   |       |          |          |          |
| Routefinder   |       |          |          | \$32,400 |
| <ul> <li>On demand navigation using Quickfinder functionality to<br/>search address, student, and other data types, or by pinning</li> </ul>          |       |          |          |          |
| on the map  |       | \$33,400 | \$32,400 |          |
| • Attendance  |       |          |          |          |
|   |       |          |          |          |
| <ul> <li>Calendar-based schedules</li> <li>Automated attendance using Transfinder approved Card</li> </ul>  |       |          |          |          |
| Reader  |       |          |          |          |
| $\circ$ Driver interaction  | Users |          |          |          |
| Skip stops before or during navigation or manual take   |       |          |          |          |
| attendance  |       |          |          |          |
| ncludes:  |       |          |          |          |
| • Up to six (6) hours of online training which must be used within 8  |       |          |          |          |
| weeks after first completed session.  |       |          |          |          |
| Tripfinder Includes:  |       |          |          |          |
| With Tripfinder, you can:   |       |          |          |          |
| • Schedule field trips using district hardware or your mobile device  |       |          |          |          |
| • Field trip electronic request and approval process  |       |          |          |          |
| Budget code tracking  |       |          |          |          |
| <ul> <li>Create multiple trip request and approval paths</li> </ul>   | 1     | \$26,000 | \$6,500  | \$6,825  |
| Field Trip Dashboard View   |       |          |          |          |
| ncludes:  |       |          |          |          |
| • Up to four (4) hours of online training which must be used within   |       |          |          |          |
| four (4) weeks of system installation.  |       |          |          |          |
| Stopfinder GeoAlerts  |       |          |          |          |
| <ul> <li>Send electronic invitations to parents and guardians for easy</li> </ul>   |       |          |          |          |
| onboarding process  |       |          |          |          |
| <ul> <li>Reliable and secure stop information</li> </ul>  |       |          |          |          |
| <ul> <li>Two-way communication with registered parents and guardians</li> </ul>   |       |          |          |          |
| subscribers)  | 414   | \$39,744 | \$39,744 | \$41,73  |
| <ul> <li>Send messages to subscribers based on grade, school, route,</li> </ul>   |       |          |          |          |
| selected map region or any criteria   |       |          |          |          |
| • Receive messages including attachments (photos and documents),  |       |          |          |          |
| rom subscribers   |       |          |          |          |
|   |       |          |          |          |

|         |   | 1        | 1         |          |          |
|---------|---|----------|-----------|----------|----------|
| •       | Listen and respond to your community to eliminate                   |          |           |          |          |
| misinfo | ormation  |          |           |          |          |
| •       | Define Geo Alerts for buses   |          |           |          |          |
| 0       | Notification based on Enter or Exit Geo Alert Zone                  |          |           |          |          |
| 0       | Pickup, Drop-off, School or any locations defined by user           |          |           |          |          |
| 0       | Parents/Subscribers can choose when to be alerted:                  |          |           |          |          |
| Bus En  | ters, Bus Exists Alert Zone   |          |           |          |          |
| 0       | View historical events for today, yesterday, this week, last week   |          |           |          |          |
| о       | Track only student's bus in real-time                               | Vehicles |           |          |          |
| о       | See Trip path and stop information (based on settings)              | venicies |           |          |          |
| •       | Attendance Tracking – Requires Wayfinder Attendance                 |          |           |          |          |
| 0       | Receive alert when student boarded or disembarked                   |          |           |          |          |
| 0       | View history of student board and disembark bus                     |          |           |          |          |
| 0       | Calendar based scheduled based on Routefinder Schedule              |          |           |          |          |
| Your p  | urchase of Stopfinder includes:                                     |          |           |          |          |
| •       | Up to eight (8) hours of online training which must be used within  |          |           |          |          |
| •       | 10 weeks after first completed session.                             |          |           |          |          |
|         | Transfinder Software Retail Pricing                                 |          | \$116,869 | \$78,894 | \$81,220 |
|         | Client Loyalty Discount   |          | -\$57,419 | \$0      | \$0      |
|         | Transfinder Software Promotional Pricing                            |          | \$59,450  | \$78,894 | \$81,220 |
| Transfi | inder Hosting Services powered by Amazon Cloud Services             |          |           | . ,      | . ,      |
| Increas |   |          |           |          |          |
| •       | Hosting includes database server, application servers, storage, and |          | 4         |          | 4        |
|         | data maintenance  |          | \$3,600   | \$3,600  | \$3,780  |
| •       | Hosting Service is due with initial purchase and is included in the |          |           |          |          |
|         | future Hosting Service.   |          |           |          |          |
| Online  | Training Hours  |          |           |          |          |
| ٠       | Online Training timeframe begins on first completed training data   |          | 64.500    |          |          |
| ٠       | Dedicated Trainer conducts Weekly Online Sessions                   | 20       | \$4,500   |          |          |
| •       | Trainings conducted with Customer's Maps and Student Data           |          |           |          |          |
| On-site | e Training Days   |          |           |          |          |
| ٠       | Customized Onsite Training conducted by an Application Specialist   | <u> </u> | 622 500   |          |          |
| •       | Training will be conducted between October and May                  | 6        | \$22,500  |          |          |
| Up to 8 | 3 Hours a day, Travel and Living Expenses billed at cost            |          |           |          |          |
| Transfi | inder University Livestream – Routefinder PLUS                      |          |           |          |          |
| •       | Routing System Proficiency Course                                   |          |           |          |          |
| •       | 2 days of online training in a Routefinder PLUS training dataset    |          |           |          |          |
| •       | Class hours 8:30am - 5:00pm Eastern Daylight Time                   |          |           |          |          |
| Date:   |   |          |           |          |          |
|         |   |          |           |          |          |
| Attend  | lee:  | 4        | \$7,700   |          |          |
| Title:  |   |          |           |          |          |
| Email:  |   |          |           |          |          |
| Linuii: |   |          |           |          |          |
| Phone   | number:   |          |           |          |          |
|         | Transfinder Hosting Service Increase and training Services Pricing  |          | \$38,300  | \$3,600  | \$3,780  |
| Samsu   | ng Tab Active 5 Tablets 347   |          |           | . ,      |          |
|         | gedized tablet with mounting kit.                                   | 250      | \$343,750 |          |          |

| Installation sold separately  |            |           |           |           |
|---|------------|-----------|-----------|-----------|
| Card Reader   |            |           |           |           |
| Card Reader Kit   | 375        | \$74,625  |           |           |
| Installation sold separately  |            |           |           |           |
| Enterprise Mobility Management Platform   | 250        | \$27,000  | \$30,000  | \$31,500  |
| Tablet Cellular Data Plan   |            |           |           |           |
| <ul> <li>Single SIM cell chip provides reliable service leveraging multiple cell</li> </ul> | 250        | \$135,000 | \$135,000 | \$141,750 |
| carriers  |            |           |           |           |
| Cl Solutions - Student Punch Cards  |            |           |           |           |
| Transfinder partners with CI Solutions for Card Management Services.                        |            |           |           |           |
| This cost reflects the CI Solutions Card Management Fees for the                            |            |           |           |           |
| estimated number of cards in quantity.  | 15,000     | \$29,250  |           |           |
| *This is an estimated cost that reflects the CI Solutions Management                        |            |           |           |           |
| Fees for the estimated number of cards in quantity.   |            |           |           |           |
| Additional Tablet Mounting Kits   | 4.35       | 656.250   |           |           |
| Installation sold separately  | 125        | \$56,250  |           |           |
| Professional installation   |            | \$75,000  |           |           |
| Shipping Protection   |            | \$4,746   |           |           |
| Shipping and Handling   |            | \$3,000   |           |           |
| Hardware Cost   |            | \$748,621 | \$165,000 | \$173,250 |
| Transfinder Software and Services with Hardware Cost  |            | \$846,371 | \$247,494 | \$258,250 |
|   |            | Year 1    | Year 2    | Year 3    |
| Existing Annual Support and Hosting Fees  |            | \$45,250  | \$24,950  | \$24,950  |
| Total Cost for Products and Services  |            | \$891,621 | \$272,444 | \$283,200 |
| Total 3 Year Investment is \$1,447,2  | 265        |           |           |           |
| Investment of \$891,621 to be paid during 2024/2025 School Budget                           | Due Detail |           |           |           |
| Initial Payment Terms   | Due Dates  |           |           |           |
| \$45,250  | 07/30/2024 |           |           |           |
| \$64,350  | 09/01/2024 |           |           |           |
| \$782,021   | 12/01/2024 |           |           |           |

Annual Support and Hosting Fee – Changes

Note: Migration does not replace the existing Service and Hosting Fees; below you will see an outline of how these fees are affected.

- \$45,250.00 Existing Annual Support and Hosting Fees
  - -\$5,600.00 Stopfinder Communications (Replacing with Stopfinder Geo Alerts)
  - -\$3,900.00 Cancelation of 14 User Licenses
  - -\$8,400.00 Cancelation of Hosting fees for 14 User Licenses
  - -2,400.00 Cancelation of Routefinder SE
- \$24,950.00 Remaining Annual Support and Hosting Fees after adjustments above to existing product
- \$250.00 Initial License Increase
- \$39,744.00 Stopfinder Geo Alerts
- \$32,400.00 Wayfinder Navigation and Attendance
- \$165,000 Hardware and Related Services
- \$3,600.00 Hosting Increase
- \$6,500.00 Tripfinder ASF
- \$272,444.00 Year 2; Annual Support, Hosting and Service Fees
- \$283,200.00 Year 3; Annual Support, Hosting and Service Fees

\*Note: All products to be aligned 7/30 billing, new product prorates are not listed in the above as will be based on installation date

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

#### TRANSFINDER

Antonio Civitella, President/CEO Name & Title

Authorized Signature

Date

LICENSEE - Fort Worth ISD

Federal Tax ID #

Purchase Order Number

Name & Title

Authorized Signature

Date

# **TOPIC:** APPROVE ACQUISTION OF ABSTRACT 1133 TRACT 1A01 OF THE JAMES B. MARTIN SURVEY AND LOTS E, F AND G OF BLOCK AI OF THE POWELL SUBDIVISION OF THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS 5705 MEADOWBROOK DRIVE, 701 W. JESSAMINE STREET AND 2274 HEMPHILL STREET AT CURRENT MARKET VALUE

#### **BACKGROUND:**

Fort Worth ISD has determined that a public necessity exists to replace the Eastern Hills Elementary school building and to renovate Daggett Montessori School as set forth in the 2021 Capital Improvement Program. The properties at 5705 Meadowbrook Drive, 701 W. Jessamine Street and 2274 Hemphill Street are in the immediate vicinity of these projects. On December 12, 2023 the Board of Education approved Resolutions authorizing the acquisition of these properties at market value or by eminent domain if final offers were declined. In advance of the special commissioner's hearings to determine adequate compensation, the District requested new analyses to be prepared by a certified real estate appraiser. These new values are in excess of those previously approved by the Board.

The current appraised values are:

| Property Location   | Current Appraised Value |
|---------------------|-------------------------|
| 5705 Meadowbrook Dr | \$370,000               |
| 701 W. Jessamine St | 000 0903                |
| 2274 Hemphill St    | \$980,000               |

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

1. Approve Acquisition of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition and Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 5705 Meadowbrook Drive, 701 W Jessamine Street and 2274 Hemphill Street at Current Market Value.

2. Decline to Approve Acquisition of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition and Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 5705 Meadowbrook Drive, 701 W Jessamine Street and 2274 Hemphill Street at Current Market Value.

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Acquisition of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition and Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 5705 Meadowbrook Drive, 701 W Jessamine Street and 2274 Hemphill Street at Current Market Value.

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

CIP 2021 661-81-6619-000

#### COST:

\$1,350,000 plus closing costs and relocation expenses if applicable

#### VENDOR(S)/PROVIDER(S):

Not Applicable

#### **PURCHASING MECHANISM:**

Not Applicable Real Estate

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

District Operations Capital Improvement Program

#### RATIONALE:

The acquisition of these properties is necessary for the development of the campuses.

#### **INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, Operations

## TOPIC:APPROVE ACQUISITION OF LOT A1 OF THE W.E. RILEY ADDITION<br/>TO THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN<br/>AS 5625 MEADOWBROOK DRIVE

#### **BACKGROUND:**

Fort Worth ISD has determined that a public necessity exists to replace the Eastern Hills Elementary school building as set forth in the 2021 Capital Improvement Program. The property at 5625 Meadowbrook Drive is in the immediate vicinity of the project. On December 12, 2023 the Board of Education approved Resolutions authorizing the acquisition of this and other properties at market value or by eminent domain if final offers were declined. Per prior authorization, the District has agreed to pay the owner \$350,000 for immediate possession of the property pending eminent domain litigation. The owner and the District have now negotiated and the owner has agreed to sell the property for the total amount of \$480,000 (with \$350,000 credited to the District) plus closing costs and reasonable moving expenses if applicable (approximately \$130,000 in additional compensation to the owner). Acceptance of this counter-offer will avoid extensive litigation and allow design and construction to move forward in a timely manner. This offer is supported by a current market value report prepared by a certified real estate appraiser.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

1. Approve Acquisition of Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 Meadowbrook Drive.

2. Decline to Approve Acquisition of Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 Meadowbrook Drive.

3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Acquisition of Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 Meadowbrook Drive.

#### **FUNDING SOURCE:** <u>Additional Details</u>

CIP 2021 661-81-6619-000

#### COST:

\$480,000.00 plus closing costs and relocation expenses if applicable

#### VENDOR(S)/PROVIDER(S):

Not Applicable

#### **PURCHASING MECHANISM:**

Not Applicable Real Estate

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

District Operations Capital Improvement Program

#### RATIONALE:

The acquisition of this property is necessary for the campus's development.

#### **INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, Operations

## TOPIC:APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A<br/>CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E<br/>SERVICES FOR JACQUET MIDDLE SCHOOL IN CONJUNCTION<br/>WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP) to select a Turnkey FF&E Contractor for Jacquet Middle School with the following schedule of events:

| First Advertisement           | July 02, 2024   |
|-------------------------------|-----------------|
| Second Advertisement          | July 09, 2024   |
| Deadline for Questions        | July 12, 2024   |
| Deadline to Receive Proposals | July 16, 2024   |
| Board Approval of Firm        | August 27, 2024 |

The District received four (4) responses to the request, but after initial review, it was determined that only one (1) of the responding vendors submitted a complete proposal responsive to all areas of the requested service and products.

In accordance with Texas Education Code §44.031, Subchapter B, the District shall attempt to negotiate with the qualified vendor. If the District is unable to negotiate successfully or the vendor declines to enter into a contract, the District shall formally end negotiations and rebid the scope.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Jacquet Middle School Renovations (RFP 24-008) In Conjunction With The 2021 Capital Improvement Program
- Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Jacquet Middle School Renovations (RFP 24-008) In Conjunction With The 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Jacquet Middle School Renovations (RFP 24-008) In Conjunction With The 2021 Capital Improvement Program.

#### FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-059

#### COST:

Not to exceed \$1,820,000

#### VENDOR(S)/PROVIDER(S):

School Specialty

#### **PURCHASING MECHANISM:**

Competitive Solicitation

<u>Bid/Proposal Statistics</u> Bid Number: 24-008 Number of Bid/Proposals Received: 4 Number of Compliant Bids/Proposals Received: 1 Joint Venture Firms: 0 HUB Firms: 0 \*Denotes a HUB Firm

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

Capital Improvement Department TEA #059 Jacquet Middle School

#### RATIONALE:

FF&E Turnkey services are necessary for the planned renovation, addition, and new school projects for the 2021 Capital Improvement Program. The selected firm(s) will be required to provide a "turnkey" service to the District by managing the complete process from product planning, product delivery, to product inventory on site. PROCEDEO Group will coordinate with the selected firm regarding the construction schedule before scheduling product delivery. All products will be delivered at an agreed-upon delivery date. Approval of this authorization to enter into contracts for Furniture, Fixtures, and Equipment (FF&E) Turnkey Services for the 2021 Capital Improvement Program is vital to the overall success of delivering complete, operational, and fully functional spaces on time and within budget.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### **TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E SERVICES FOR LEONARD MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP) to select a Turnkey FF&E Contractor for Leonard Middle School with the following schedule of events:

| First Advertisement           | July 02, 2024   |
|-------------------------------|-----------------|
| Second Advertisement          | July 09, 2024   |
| Deadline for Questions        | July 12, 2024   |
| Deadline to Receive Proposals | July 16, 2024   |
| Board Approval of Firm        | August 27, 2024 |

The District received four (4) responses to the request, but after initial review, it was determined that only one (1) of the responding vendors submitted a complete proposal responsive to all areas of the requested service and products.

In accordance with Texas Education Code §44.031, Subchapter B, the District shall attempt to negotiate with the qualified vendor. If the District is unable to negotiate successfully or the vendor declines to enter into a contract, the District shall formally end negotiations and rebid the scope.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Leonard Middle School Renovations (RFP 24-008) In ConjunctionWith The 2021 Capital Improvement Program
- Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Leonard Middle School Renovations (RFP 24-008) In Conjunction With The 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide

Turnkey FF&E Services For Leonard Middle School Renovations (RFP 24-008) In Conjunction With The 2021 Capital Improvement Program.

#### **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

CIP 2021 661-81-6629-061

#### COST:

Not to exceed \$1,750,000

#### VENDOR(S)/PROVIDER(S):

School Specialty

#### **PURCHASING MECHANISM:**

Competitive Solicitation

<u>Bid/Proposal Statistics</u> Bid Number: 24-008 Number of Bid/Proposals Received: 4 Number of Compliant Bids/Proposals Received: 1 Joint Venture Firms: 0 HUB Firms: 0 \*Denotes a HUB Firm

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

Capital Improvement Department TEA #061 Leonard Middle School

#### RATIONALE:

FF&E Turnkey services are necessary for the planned renovation, addition, and new school projects for the 2021 Capital Improvement Program. The selected firm(s) will be required to provide a "turnkey" service to the District by managing the complete process from product planning, product delivery, to product inventory on site. PROCEDEO Group will coordinate with the selected firm regarding the construction schedule before scheduling product delivery. All products will be delivered at an agreed-upon delivery date. Approval of this authorization to enter into contracts for Furniture, Fixtures, and Equipment (FF&E) Turnkey Services for the 2021 Capital Improvement Program is vital to the overall success of delivering complete, operational, and fully functional spaces on time and within budget.

#### **INFORMATION SOURCE**:

Kellie Spencer, Deputy Superintendent, District Operations

#### **TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E SERVICES FOR WEDGWOOD MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP) to select a Turnkey FF&E Contractor for Wedgwood Middle School with the following schedule of events:

| First Advertisement           | July 02, 2024   |
|-------------------------------|-----------------|
| Second Advertisement          | July 09, 2024   |
| Deadline for Questions        | July 12, 2024   |
| Deadline to Receive Proposals | July 16, 2024   |
| Board Approval of Firm        | August 27, 2024 |

The District received four (4) responses to the request, but after initial review, it was determined that only one (1) of the responding vendors submitted complete proposals responsive to all areas of the requested service and products.

In accordance with Texas Education Code §44.031, subchapter B, the district shall attempt to negotiate with the qualified vendor. If the district is unable to negotiate successfully or the vendor declines to enter into a contract, the District shall formally end negotiations and rebid the scope.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Wedgwood Middle School Renovations (RFP 24-017) In Conjunction With The 2021 Capital Improvement Program
- Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Wedgwood Middle School Renovations (RFP 24-017) In Conjunction With The 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Wedgwood Middle School Renovations (RFP 24-017) In Conjunction With The 2021 Capital Improvement Program.

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

CIP 2021

<u>Additional Details</u> 661-81-6629-060

#### COST:

Not to exceed \$2,226,830 Wedgwood Middle School

#### VENDOR(S)/PROVIDER(S):

School Specialty

#### **PURCHASING MECHANISM:**

Competitive Solicitation

<u>Bid/Proposal Statistics</u> Bid Number: 24-017 Number of Bid/Proposals Received: 4 Number of Compliant Bids/Proposals Received: 1 Joint Venture Firms: 0 HUB Firms: 0 \*Denotes a HUB Firm

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

Capital Improvement Department TEA #060 Wedgwood Middle School

#### RATIONALE:

FF&E Turnkey services are necessary for the planned renovation, addition, and new school projects for the 2021 Capital Improvement Program. The selected firm(s) will be required to provide a "turnkey" service to the District by managing the complete process from product planning, product delivery, to product inventory on site. PROCEDEO Group will coordinate with the selected firm regarding the construction schedule before scheduling product delivery. All products will be delivered at an agreed-upon delivery date. Approval of this authorization to enter into contracts for Furniture, Fixtures, and Equipment (FF&E) Turnkey Services for the 2021 Capital Improvement Program is vital to the overall success of delivering complete, operational, and fully functional spaces on time and within budget.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

# TOPIC:APPROVE INCREASE TO PREVIOUSLY APPROVED ARCHITECTURAL<br/>SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES<br/>AMOUNT FOR WORKFORCE-BASED HIGH SCHOOL IN<br/>CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

# **BACKGROUND:**

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural, Engineering, and Professional Services for the 2021 Capital Improvement Program.

On September 27, 2022, the Board of Education approved the ratification of those contracts with a not to exceed budget amount by project, based on the estimated cost of work for each project.

On November 07, 2023, the Board of Education approved the GMP amendments Workforce-Based High School Renovations for the 2021 Capital Improvement Program. As a result of the GMP amendment amount, the Architect contract must be amended, and the Architect not-toexceed amount must be adjusted.

| Campus               | Architect        | Current NTE | New NTE     |
|----------------------|------------------|-------------|-------------|
| Workforce-Based High | Kline Hardin     | \$903,858   | \$1,129,822 |
| School               | Architects, Inc. |             |             |

# STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

# ALTERNATIVES:

- 1. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Workforce-Based High School In Conjunction With The 2021 Capital Improvement Program.
- 2. Decline to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Workforce-Based High School In Conjunction With The 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

# SUPERINTENDENT'S RECOMMENDATION:

Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Workforce-Based High School In Conjunction With The 2021 Capital Improvement Program.

# **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

CIP 2021 661-81-6629-021

# COST:

\$ 903,858 Current Not To Exceed Approved September 27, 2022\$ 225,964 Additional Funds Requested

\$1,129,822 New Not To Exceed

# VENDOR(S)/PROVIDER(S):

Kline Hardin Architects, Inc.

# **PURCHASING MECHANISM:**

Competitive Solicitation

Bid Number RFQ 22-041 Number of Bids/Proposals Received: 50 Number of Compliant Bid/Proposals: 50 HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program TEA# 021 Workforce-Based High School

# RATIONALE:

The compensation for the architect is calculated based on the cost of construction.

# **INFORMATION SOURCE:**

# TOPIC:APPROVE INCREASE TO PREVIOUSLY APPROVED ARCHITECTURAL<br/>SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES<br/>AMOUNT FOR WEDGWOOD MIDDLE SCHOOL IN CONJUNCTION<br/>WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

# **BACKGROUND:**

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural, Engineering, and Professional Services for the 2021 Capital Improvement Program.

On September 27, 2022, the Board of Education approved the ratification of those contracts with a not to exceed budget amount by project, based on the estimated cost of work for each project.

On November 07, 2023, the Board of Education approved the GMP amendments Wedgwood Middle School Renovations for the 2021 Capital Improvement Program. As a result of the GMP amendment amount, the Architect contract must be amended, and the Architect not-to-exceed amount must be adjusted.

| Campus          | Architect       | Current NTE | New NTE     |
|-----------------|-----------------|-------------|-------------|
| Wedgwood Middle | WRA Architects, | \$3,610,937 | \$4,513,671 |
| School          | Inc.            |             |             |

# STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

# ALTERNATIVES:

- 1. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Wedgwood Middle School In Conjunction With The 2021 Capital Improvement Program.
- 2. Decline to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Wedgwood Middle School In Conjunction With The 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

# SUPERINTENDENT'S RECOMMENDATION:

Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Wedgwood Middle School In Conjunction With The 2021 Capital Improvement Program.

# **<u>FUNDING SOURCE:</u>** <u>Additional Details</u>

CIP 2021 661-81-6629-060

# COST:

\$3,610,937 Current Not To Exceed Approved September 27, 2022\$ 902,734 Additional Funds Requested\$4,513,671 New Not To Exceed

# VENDOR(S)/PROVIDER(S):

WRA Architects, Inc.

# **PURCHASING MECHANISM:**

Competitive Solicitation

Bid Number RFQ 22-041 Number of Bids/Proposals Received: 50 Number of Compliant Bid/Proposals: 50 HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program TEA# 058 Wedgwood Middle School

# RATIONALE:

The compensation for the architect is based on the total cost of construction.

#### **INFORMATION SOURCE:**

# **<u>TOPIC:</u>** APPROVE CONSOLIDATION OF MCLEAN 6<sup>TH</sup> AT MCLEAN MIDDLE SCHOOL

# **BACKGROUND:**

Fort Worth ISD is dedicated to preparing all students for success in college, career, and community leadership. Under the leadership of the Board and superintendent, the District is transforming its schools to better serve its students. A key part of this effort is a Facilities Master Plan including a comprehensive study of school building capacity as resolved by the Board of Trustees on September 26, 2023. Despite a decline in enrollment, the District has not proportionally reduced the number of schools it operates. This has led to underutilized facilities and smaller student populations in some schools, resulting in fewer academic offerings and higher operational costs.

A comprehensive external review of middle schools was expedited prior to the start of construction utilizing Bond 2021 funds as part of Facilities Master Plan development. Initial opportunities for consolidation were sought, based on the following criteria:

- Identifying locations with significant enrollment decline
- Preserving existing high school pyramid feeder patterns
- Selecting sites that have available space to accommodate a larger campus

Independent feasibility studies were conducted to examine existing structures and site constraints to determine the possibility of consolidating campuses. One potential location for consolidation was identified in the Paschal pyramid, McLean Middle. Other sites within the pyramid were excluded for consideration due to a lack of project viability.

Trustee Darr and the Board Facilities Committee jointly hosted a community session for stakeholders at McLean Middle School on August 19, 2024. The purpose of this session was to share construction opportunities and seek feedback. Presentations and feedback opportunities were also shared on the District website for those unable to attend.

Combining McLean 6<sup>th</sup> and McLean Middle School into a single campus would allow the District to address the inequitable distribution of resources among schools and create improved opportunities for all students to attend a thriving campus community. This would also increase alignment of middle grades instructional programming by consolidating the last remaining sixth grade campus in Fort Worth ISD.

# STRATEGIC GOAL:

1 - Increase Student Achievement

# **ALTERNATIVES**:

- 1. Approve Consolidation of McLean 6<sup>th</sup> at McLean Middle School
- 2. Decline Consolidation of McLean 6<sup>th</sup> at McLean Middle School

FUNDING SOURCE:

CIP 2021

<u>COST</u>: Campus Allocations

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

McLean Sixth Grade McLean Middle

# RATIONALE:

Smaller schools are less able to provide adequate academic program offerings, even as they are more expensive to operate, creating an inequitable distribution of academic program resources. Combining all students within a pyramid into a single middle school would allow for:

- Increased course offerings, extracurricular activities, and instructional consistency
- Minimized transition points for students and opportunities to build a cohesive community before entering high school
- Increased opportunities for teachers to plan, grow, and share responsibilities together
- Decreased administrative costs, redirecting funding towards instruction

Combining McLean 6<sup>th</sup> and McLean Middle School would allow the District to address the inequitable distribution of resources among schools and create improved opportunities for all students to attend a thriving campus community.

McLean 6<sup>th</sup> and McLean Middle School enrollment has steadily declined since the 2018-2019 school year. The McLean campuses served 1,195 middle school students in 2023-2024, declining 24% since peaking at 1,580 students. When considering data including birth rates, residential population, elementary enrollment, and neighborhood construction, McLean attendance zone is projected to have 1,110 residents in the 2027-2028 school year.

| 2018-2019 | 2019-2020   | 2020-2021                                   | 2021-2022            | 2022-2023                  | 2023-2024                        |
|-----------|-------------|---|----------------------|----------------------------|----------------------------------|
| 503       | 497         | 488   | 438                  | 414                        | 395                              |
| 1077      | 1045        | 980   | 953                  | 948                        | 800                              |
| 1580      | 1542        | 1468  | 1391                 | 1362                       | 1195                             |
|           | 503<br>1077 | 503         497           1077         1045 | 50349748810771045980 | 50349748843810771045980953 | 50349748843841410771045980953948 |

Data Source: OnPoint Fall PEIMS Enrollment Reports 11/17/2023

# **INFORMATION SOURCE**:

A RESOLUTION modifying the list of projects to be financed from bonds authorized at the District's 2021 bond election; and resolving other matters in connection therewith

WHEREAS, the Board of Education Trustees (the "Board") of the Fort Worth Independent School District (the "District") held an election on November 2, 2021 (the "Election") for the purpose of determining whether the resident, qualified voters of the District would authorize the issuance of unlimited tax bonds by the District for "the construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor"; and

WHEREAS, a majority of the resident, qualified voters of the District approved the issuance of \$1,211,000,000 of bonds at the Election (the "Authorized Bonds") and the levy and pledge of an annual ad valorem tax, without legal limitation as to rate or amount, in payment thereof; and

WHEREAS, among other tentatively proposed projects anticipated to be financed with the proceeds of the Authorized Bonds, the District originally anticipated issuing bonds to fund the construction, renovation, acquisition, and equipment of the McLean 6th Grade Center, located at 3201 South Hills Avenue, Fort Worth, Texas (the "Original Project") and the W. P. McLean Middle School, located at 3816 Stadium Dr., Fort Worth, Texas (the "Expanded Project"); and

WHEREAS, the Board has been advised by District staff and District consultants that due to declining enrollment and other circumstances beyond the District's control, the District's residents would be better served by not moving forward with the Original Project and, instead, Authorized Bonds should be used to fund and further expand the construction, renovation, acquisition, and equipment of the Expanded Project to address the District needs that would have been served by the Original Project; and

WHEREAS, based on the District staff's analysis and recommendation, the Board hereby finds and determines that the Expanded Project will convey substantially the same benefits as the Original Project and is a better use of District funds and proceeds of the Authorized Bonds; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution and the action authorized hereby is in the best interests of the residents of the District; now, therefore,

BE IT RESOLVED BY THE BOARD OF EDUCATION TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

SECTION 1: The Board hereby finds and resolves that (i) the Original Project is hereby abandoned and shall be removed from the project list, and (ii) the Expanded Project is hereby amended to include any remaining unspent project budget from the Original Project, to be financed with the Authorized Bonds.

SECTION 2: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 3: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 4: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 7: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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PASSED AND ADOPTED, this \_\_\_\_\_, 2024.

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(District Seal)

# TOPIC:APPROVE THE BUDGETS AND ADJUSTMENTS TRANSFERRINGFUNDS FROM MCLEAN MS AND MCLEAN 6<sup>TH</sup> GRADE PROJECTS AND FROMINTEREST TO MCLEAN CONSOLIDATION TO ACCOMMODATE FUTUREPROGRAM NEEDS FOR 2021 BOND PROJECTS

#### **BACKGROUND:**

In alignment with the approval of the bond program in November of 2021 for capital improvement projects across the district, the following table reflects the budgets allocated for current projects.

| Org     | School / Project  | Budget        | Transfer     | Revised Budget |
|---------|---|---------------|--------------|----------------|
| 021/194 | Schools/Programs of Choice (Workforce Based & Daggett Montessori) | 42,585,376    | 0            | 42,585,376     |
| 042     | Daggett Middle School   | 34,535,227    | 0            | 34,535,227     |
| 044     | JP Elder Middle School  | 51,019,173    | 0            | 51,019,173     |
| 045     | Forest Oak Middle School  | 69,135,847    | 0            | 69,135,847     |
| 048     | William James Middle School                                       | 52,981,019    | 0            | 52,981,019     |
| 049     | Kirkpatrick Middle School   | 38,890,739    | 0            | 38,890,739     |
| 050     | McLean Middle School  | 46,503,248    | (45,244,254) | 1,258,994      |
| 051     | WA Meacham Middle School  | 51,443,509    | 0            | 51,443,509     |
| 052     | Meadowbrook Middle School   | 48,454,422    | 0            | 48,454,422     |
| 053     | William Monnig Middle School                                      | 45,172,104    | 0            | 45,172,104     |
| 054     | Morningside Middle School   | 55,321,979    | 0            | 55,321,979     |
| 055     | Applied Learning Academy  | 38,748,439    | 0            | 38,748,439     |
| 056     | Riverside Middle School   | 48,339,877    | 0            | 48,339,877     |
| 057     | Rosemont Middle School  | 69,833,185    | 0            | 69,833,185     |
| 058     | WC Stripling Middle School  | 60,426,944    | 0            | 60,426,944     |
| 059     | J Martin Jacquet Middle School                                    | 44,046,438    | 0            | 44,046,438     |
| 060     | Wedgwood Middle School  | 61,694,266    | 0            | 61,694,266     |
| 061     | Leonard Middle School   | 50,247,089    | 0            | 50,247,089     |
| 069     | McLean 6th Grade  | 27,157,306    | (26,456,005) | 701,301        |
| 070     | Jean McClung Middle School *                                      | 20,749,082    | 0            | 20,749,082     |
| 081     | Young Women's Leadership Academy                                  | 19,279,674    | 0            | 19,279,674     |
| 125     | Eastern Hills Elementary School                                   | 67,238,659    | 0            | 67,238,659     |
| 147/999 | Early Childhood Centers *   | 823,014       | 0            | 823,014        |
| 160     | Maudrie Walton Elementary School                                  | 58,738,659    | 0            | 58,738,659     |
| 184     | Worth Heights Elementary School                                   | 44,238,660    | 0            | 44,238,660     |
| 256     | Rolling Hills Elementary School                                   | 49,588,776    | 0            | 49,588,776     |
| 999     | Building and Land Acquisition                                     | 9,081,885     | 0            | 9,081,885      |
|         | Administration Budget   | 10,917,043    | 0            | 10,917,043     |
| 999     | Program Contingency *   | 14,000,000    | 0            | 14,000,000     |
| New 050 | McLean Consolidation  | 0             | 73,700,259   | 73,700,259     |
|         | Total   | 1,231,191,639 | . ,          | 1,233,191,639  |
| 918     | Bond Interest as of June 30, 2024                                 | 18,499,986    | (2,000,000)  | 16,499,986     |
| 710     | Total 2021 Bond Budget Amount with interest as of August 4, 2024  | 1,249,691,625 | (2,000,000)  | 1,249,691,625  |

\*(tentative on budget transfer per BOE 7/23/24)

This budget adjustment request is to transfer funds from McLean MS and McLean 6<sup>th</sup> Grade projects and from interest to McLean Consolidation to accommodate future program needs for 2021 Bond projects.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES**:

- 1. Approve the Budgets and Adjustments Transferring Funds from McLean MS and McLean 6<sup>th</sup> Grade projects and from interest to McLean Consolidation to accommodate future program needs for 2021 Bond projects.
- 2. Decline to Approve the Budgets and Adjustments Transferring Funds from McLean MS and McLean 6<sup>th</sup> Grade projects and from interest to McLean Consolidation to accommodate future program needs for 2021 Bond projects.
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve the Budgets and Adjustments Transferring Funds from McLean MS and McLean 6<sup>th</sup> Grade projects and from interest to McLean Consolidation to accommodate future program needs for 2021 Bond projects.

# **FUNDING SOURCE:** <u>Additional Details</u>

CIP 2021 661-81-6629-050

# COST:

The adjustment of the budget between all funding sources will be made as indicated in the table above.

# VENDOR(S)/PROVIDER(S):

Not Applicable

# **PURCHASING MECHANISM:**

Not a Purchase

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

Capital Improvement Program

# RATIONALE:

The intent of this board agenda item is to present to the Board of Education the transfer of funds from McLean MS and McLean 6<sup>th</sup> Grade projects and from interest to McLean Consolidation to accommodate future program needs for 2021 Bond projects.

# **INFORMATION SOURCE:**

### **<u>TOPIC:</u>** APPROVE TERMINATION OF PREVIOUSLY APPROVED ARCHITECTURAL SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES CONTRACTS FOR W.P. MCLEAN MIDDLE SCHOOL AND 6TH GRADE, AND ENTER INTO NEW CONTRACT FOR ARCHITECTURAL SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES FOR MCLEAN CONSOLIDATION IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM, CONTINGENT ON BOARD APPROVAL OF CONSOLIDATION AND BUDGET TRANSFER

### **BACKGROUND:**

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural, Engineering, and Professional Services for the 2021 Capital Improvement Program.

In August of 2022, the District entered into a contract(s) with Glenn Partners for Architectural, Engineering, and Professional Services for W.P. McLean Middle School and W.P. McLean 6<sup>th</sup> Grade.

The board's approval of the consolidation plan and budget transfer will necessitate canceling the prior contract(s) and the issuing of a new contract to Glenn Partners, for Architectural, Engineering, and Professional Services based on the estimated cost of construction for the consolidation project.

# STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES**:

- 1. Approve Termination of Previously Approved Architectural Services, Engineering Services, and Professional Services Contracts for W.P. McLean Middle School and 6th Grade, and Enter into New Contract for Architectural Services, Engineering Services, and Professional Services for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program, Contingent on Board Approval of Consolidation and Budget Transfer
- 2. Decline to Approve Termination of Previously Approved Architectural Services, Engineering Services, and Professional Services Contracts for W.P. McLean Middle School and 6th Grade, and Enter into New Contract for Architectural Services, Engineering Services, and Professional Services for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program, Contingent on Board Approval of Consolidation and Budget Transfer

3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Termination of Previously Approved Architectural Services, Engineering Services, and Professional Services Contracts for W.P. McLean Middle School and 6th Grade, and Enter into New Contract for Architectural Services, Engineering Services, and Professional Services for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program, Contingent on Board Approval of Consolidation and Budget Transfer

| <b>FUNDING SOURCE:</b> | Additional Details |
|------------------------|--------------------|
| CIP 2021               | 661-81-6629-050    |
|                        | 661-81-6629-069    |

# COST:

Not To Exceed \$5,068,125.00

# VENDOR(S)/PROVIDER(S):

**Glenn Partners** 

### **PURCHASING MECHANISM:**

Competitive Solicitation Bid Number RFQ 22-041 Number of Bids/Proposals Received: 50 Number of Compliant Bid/Proposals: 50 HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program TEA# 050 W.P. McLean Middle School TEA# 069 W.P. McLean 6<sup>th</sup> Grade

# RATIONALE:

Architectural, engineering, and professional services are necessary to support the 2021 Capital Improvement Program.

#### **INFORMATION SOURCE:**