# **Regular Meeting**

Notice is hereby given that on Tuesday, May 28, 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-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
- 3. ACTION ITEM
  - A. Operations, Kellie Spencer, Deputy Superintendent
    - 1. Facility Planning and Rental, Mike Naughton, Executive Director
      - a. Approve Naming the Alice Carlson Applied Learning Center Gymnasium the Adrienne Taylor Gymnasium

#### 4. RECOGNITIONS

- A. Naming the Alice Carlson Applied Learning Center Gymnasium the Adrienne Taylor Gymnasium
- B. Paschal High School Flag Football Team
- C. Paschal High School Swimming
- D. Benbrook High School Golf
- E. Arlington Heights, Diamond Hill, Dunbar, O.D. Wyatt, Western Hills, and Young Women's Leadership Academy High School Track
- F. South Hills and Benbrook High School Softball
- G. Arlington Heights, Benbrook, and Paschal High School Baseball
- H. Arlington Heights and Diamond Hill Boys Soccer
- I. Diamond Hill Jarvis and Benbrook Girls Soccer

#### 5. PUBLIC COMMENT

## 6. PRESENTATIONS

A. Budget Development and Compensation Plan Update Presenters: *Carmen Arrieta-Candelaria, Chief Financial Officer* 

## 7. CALL PUBLIC HEARING TO ORDER

- A. Public Hearing to Discuss the 2024-2025 Every Student Succeeds Act (ESSA) Consolidated Federal Grant Application
- B. Public Comment to Discuss the 2024-2025 Every Student Succeeds Act (ESSA) Consolidated Federal Grant Application
- 8. CLOSE PUBLIC HEARING
- 9. BOARD COMMITTEE REPORT
- 10. SUPERINTENDENT REPORT

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

#### 12. 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)
- C. Security Implementation (Texas Government Code §551.076)

- 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

#### 13. 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. April 9, 2024 Workshop Minutes
  - 2. April 16, 2024 Special Minutes
  - 3. April 23, 2024 Regular Minutes
  - 4. May 7, 2024 Special Minutes
- B. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - 1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
    - a. Quarterly Investment Report for the Period: January 1, 1 2024 March 31, 2024
    - b. Approve Purchase of Budget, Financial, and Comparative Analytics Subscription Renewal
    - c. Approve Provider Service to Support School Health Related Services (SHARS) for the 2024-2025 School Year
    - d. Approve Texas Education Agency Waiver Request for "Low Attendance Day" Due to Safety Related Concerns
    - e. Approve Budget Amendment for the Period Ending April 30, 2024
    - f. Approve Carryover and Amended Set-Aside Amounts for Shared Services Agreement for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth ISD Attendance Area
    - g. Approve the Fort Worth Independent School District to Establish the North Side High School Scholarship Fund
  - 2. Talent Management, Woodrow Bailey III, Chief Talent Officer
    - Approve Memorandum of Understanding Between Fort Worth Independent School District and Oklahoma State University Educator Preparation Program

**Discussion:** Trustee Anne Darr: This agreement terminates on December 31, 2024. Is entering into another agreement in the spring of 2025 a possibility?

**Response:** At this time there is only one student teacher in the program

requesting FWISD for the Fall semester. They do not have requests on their radar for Spring 2025.

Future agreements may be submitted for board approval as requested by the university.

- 3. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships
  - a. Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2023-2024 Adult Education Program

# C. Learning and Leading Service Networks

- 1. Service Network #2, Charles Garcia, Associate Superintendent
  - a. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
- 2. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent
  - a. Approve the Proposed Course Changes for the 2024-2025 School Year
- 3. Service Network #4, Dr. Tamekia Brown, Associate Superintendent
  - Approve Amendment and Extension to Memorandum of Understanding Between Fort Worth Independent School District and The University of North Texas at Dallas for the Professional Development of District Principals
  - b. Approve Memorandum of Understanding Between ESC Region 11 and the Fort Worth Independent School District for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics

# D. Operations, Kellie Spencer, Deputy Superintendent

- 1. Operations, Carl Alfred, Senior Officer Operations
  - a. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J.P. Elder Middle School
  - b. Approve Purchase of Ramp and Stair Replacement at Southwest High School
  - c. Approve Purchase of Two Wheelchair Lifts for Richard J. Wilson Elementary and Boulevard Heights
  - d. Approve Purchase of Scrub and Coat Services for Gym Floors at High Schools and Middle Schools
  - e. Approve Safety Surface Replacement for Playground at John T. White Elementary School
  - f. Approve Purchase of Floor Scrubbers and Pads for High Schools
  - g. Approve Purchase of Turf Bed Maintenance for Athletic Fields
  - h. Approve Ratification for Elevator Phone Services

i. Approve Purchase of Energy Management Equipment and Services
 Discussion: Trustee Anne Darr: Where is the explanation, justification, funding source, cost, etc. for this item?

**Response:** The agenda item attachment has been updated with the document that has the explanation, justification, funding source, cost, etc. for this item.

- 2. Facility Planning and Rental, Mike Naughton, Executive Director
  - a. Approve Renew Contract for Warehouse Space at 560 North Beach Street
- 3. Capital Improvement Program, Kellie Spencer, Deputy Superintendent
  - a. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
  - b. Approve Additional Spending Authority for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program
  - c. Approve Closeout Contract with LEMCO Construction & Materials, LLC, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

## 14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - 1. Legal and District Records Management, Lynda Jackson, Senior Counsel
    - a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - c. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - d. Approve Renewal of District-Wide Legal Services
  - 2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
    - a. Approve District to Enter into and Execute a Contract for a New Enterprise Resource Planning (ERP) and Timekeeping System
    - b. Approve Findings Required by Government Code Section 2254 Regarding Contingent Fee Legal Services and Enter into a Contract with Delinquent Tax Firm for Delinquent Tax Representation

- c. Approve Resolution Authorizing the Imposition of up to a 20% Penalty for Collection Costs on Delinquent Taxes
- 3. Talent Management, Woodrow Bailey III, Chief Talent Officer
  - a. Approve Compensation Plan for 2024-2025 School Year

**Discussion:** Trustee Anne Darr: How do additional degrees (master's, doctoral) factor into the salary plans below?

**Response:** The recommended Compensation Plan for 2024-2025 includes the same language as previous years.

Teachers, Librarians and Counselors with Advanced Degrees Stipend Amount: Master's Degree \$1,400 Doctorate Degree \$3,000

# Doctorate Degree

Professional employees (not including teachers, librarians, and counselors) up to and including directors with a doctorate degree from an accredited institution will receive a \$1,000 annual stipend. Teachers, librarians, and counselors are paid on salary schedules and receive a stipend for advanced degrees; therefore, they are not eligible to receive a second doctorate stipend.

- 4. Safety and Security, Daniel Garcia, Executive Director
  - a. Approve Public Address Retrofit for the Purpose of Complying with School Safety Requirements
  - b. Approve Purchase and Installation of Safety Film Product
- D. Learning and Leading Service Networks
  - 1. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent
    - a. Authorization to Purchase High-Quality Instructional Materials & Professional Learning for Elementary Literacy

**Discussion:** Trustee Anne Darr: In addition to the anticipated academic gains, how does FWISD benefit from using high-quality instructional materials approved by TEA?

**Response:** In addition to anticipated academic gains, the Fort Worth Independent School District (FWISD) benefits significantly from using high-quality instructional materials (HQIM) approved by the Texas Education Agency (TEA). These materials ensure consistent, equitable access to rigorous content across all classrooms, supporting diverse learners including students with disabilities, English Learners, and gifted students. HQIM come with comprehensive resources and professional development support, allowing teachers to focus on effective instruction and continuous

improvement. Engaging content within these materials boosts student motivation and engagement, leading to better understanding and retention. With embedded assessments and progress monitoring, teachers can promptly address learning needs, enhancing student outcomes. TEA-approved HQIM align with the Texas Essential Knowledge and Skills (TEKS), ensuring curriculum alignment with state standards and preparing students for assessments. This consistency across classrooms promotes equity, and the long-term commitment to HQIM fosters sustained educational improvement and quality.

- b. Approve Purchase of Reading Intervention and Acceleration Program
- E. Operations, Kellie Spencer, Deputy Superintendent
  - 1. Facility Planning and Rental, Mike Naughton, Executive Director
    - a. Approve Consolidation of J.P. Elder and Kirkpatrick Middle Schools to a Single Campus Within the Northside Pyramid Beginning with the 2027-2028 School Year
    - b. Consider and Take Action on a Resolution Consolidating M.L. Kirkpatrick Middle School and J.P. Elder Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith
    - c. Approve Consolidation of McLean 6th, McLean Middle, and Daggett Middle Schools to a Single Campus Within the Paschal Pyramid Beginning with the 2027-2028 School Year
    - d. Consider and Take Action on a Resolution Consolidating McLean 6th Grade Center, W.P. McLean Middle School, and Daggett Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith
    - e. Approve Consolidation of William James and Morningside Middle Schools to a Single Campus Within the Polytechnic Pyramid Beginning with the 2027-2028 School Year
    - f. Consider and Take Action on a Resolution Consolidating William James Middle School and Morningside Middle School Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith
  - 2. Child Nutrition, Pamela Watson, Executive Director
    - a. Approve the Contract for the Food Service Management Company
  - 3. 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 Stripling Middle School in Conjunction with the Capital Improvement Program

- Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Meacham Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- c. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- d. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Middle School Montessori Renovations in Conjunction with the 2021 Capital Improvement Program
- e. Approve Closeout Contract with Imperial | Morales JV6 and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program

# 15. ADJOURN (OTHER)

# **Every Student Success Act (ESSA)**



FWISD ESSA Consolidated Application
Public Hearing and Comment
Board of Trustees Meeting – May 28, 2024



# **EVERY STUDENT SUCCEEDS ACT (ESSA)**

The Every Student Succeeds Act (ESSA) is the federal K–12 education law. ESSA was signed into law in 2015, replaced No Child Left Behind, and reauthorized the Elementary and Secondary Education Act (ESEA).

In accordance with United States Code (U.S.C.) Annotated, Title 20, Chapter 70, Subchapter VIII, Part C, Section 7846, and Public law (P.L.) 114-95, Every Student Succeeds Act (ESSA), Section 8306, an entity planning to submit a federal grant application must afford a reasonable opportunity for public comment on the application before it is submitted.

Each year, parents and family members have an opportunity to provide input around each Campus Improvement Plan, and each School document and consider their input. In addition, the Office of Grants and Development post the information relevant to each grant for comment on its website.

This presentation complies with the Texas Education Agency recommendation to provide, every year, an additional notice to the public and opportunity for comment during a Board Meeting.

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# **EVERY STUDENT SUCCEEDS ACT (ESSA)**

The Every Student Succeeds Act (ESSA) includes:

- Title I, Part A—Improving Basic Programs
- Title I, Part C—Education of Migratory Children
- Title I, Part D—Prevention and Intervention for Delinquent, Neglected, and At-Risk Youth
- Title II, Part A—Supporting Effective Instruction
- Title IV, Part A—Student Support and Academic Enrichment
- ESSA Private School Equitable Services





# **ESSA Consolidated Application**

# Title I, Part A

\$31,737,220

• To ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and prepare for college success

# Title I, Part D

\$409,685

• To support programs for children and youth who are neglected, delinquent, or at risk

# Title II, Part A

\$3,126,821

• Preparing, Training, and recruiting high-quality teachers, principals, or other school Leaders

# Title III, Part A

\$2,543,754

**Immigrant Subgrant: \$289,788** 

• To ensure that English learners (ELs) and immigrant students attain English proficiency and develop high levels of academic achievement in English

# Title IV, Part A

\$2,527,224

• To support student and academic enrichment by increasing the capacity of state educational agencies, local educational agencies, schools, and local communities



# Overall reduction in funding

ESSA Grants	23-24 Allocation	24-25 Preliminary
Title I, Part A	\$35,263,578	\$31,737,220
Title I, Part D	\$375,726	\$409,685
Title II, Part A	\$3,455,514	\$3,126,821
Title III, Part A	\$2,742,218	\$2,543,754
Title IV, Part A	\$2,896,175	\$2,527,224



# 2024-25 FWISD Strategic Priorities



Student Academic Excellence



Student and Family Experience



Employee
Engagement and
Effectiveness



Organizational
Effectiveness and
Cohesion



# Application

The District has 47 positions funded with 448 employees in ESSA.

The District serves 120 Campuses with Title I funds:

- 43 Secondary Campuses
- 77 Elementary Campuses





# **Campus Tiered Support**

Based on Campus performance, the District has allocated:

- Deans of Instruction
- Instructional Coaches
- Family Engagement Specialists
- Additional teachers for reduction of class size



# Application

- Positions serving campuses:
  - 30 Dean of Instructions
  - 113 Instructional Coaches
  - 178 Teacher Assistants
  - 55 Teachers
- Services to Family and Students:
  - Wraparound Services
  - OnRamps Districtwide
  - AVID Implementation
  - Family Resource Centers, Behavioral support, Family and Community Outreach







# **Application - continued**

- Other Initiatives:
  - Academic Content Coaches
  - Homeless and Neglected Students Services
  - Professional Learning
  - Recruitment of Teachers in hard to fill areas





# **Public Input**

Input will be collected until June 20th, here:







# THANK YOU!



# REPORT ONLY AGENDA ITEM **BOARD MEETING**

May 28, 2024

#### **TOPIC: BOARD COMMITTEE REPORT**

# **BACKGROUND:**

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

Finance **Facilities** 

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 Dr. Camille Rodriguez\* Wallace Bridges

Tobi Jackson

**Board Audit** Roxanne Martinez Anne Darr\* Dr. Michael Ryan

Anael Luebanos

Kevin Lynch **Educational Services** 

Anne Darr\*

Wallace Bridges **Policy** 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. The legislative and safety and security committees recently met.

# **STRATEGIC GOALS:**

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

# **Policy Committee:**

The Policy Committee met on Thursday, April 18, 2024 at 5:00 p.m. Trustees Wallace Bridges, Anne Darr and Quinton Phillips, along with Superintendent Dr. Angelica Ramsey, Toni Cordova, Ramesh Krishnamurthy and Cynthia Calderon attended the meeting.

**Key Highlights:** AI Implementation (AI) regulations and Student Cell Phone Policy (FNCE Local) were discussed. The next meeting is scheduled for June 6, 2024.

# **Finance Committee:**

The Finance Committee met on Friday, April 19, 2024, via the ZOOM platform. In attendance was Trustee Quinton Phillips (Chair), Trustee Dr. Michael Ryan, Trustee Tobi Jackson, and Trustee Anael Lubuanos. Also, present was Superintendent Dr. Angelica Ramsey, Dr. Karen Molinar, Carmen Arrieta-Candelaria, Woodrow Bailey, Maria Chavez, Patricia Young, Mirgitt Crespo, Kelley Lewis, Tandi Smith, David Megginson and Margie McBain.

# **Key Highlights:**

CFO Carmen Arrieta-Candelaria began the committee meeting with the Monthly Financials for the Eight Months ending on February 29, 2024. The Monthly Financials are prepared by the Financial Services Department and uploaded on the District Website for transparency.

In the general fund, the following statistics were provided:

	 onth Ended oruary 2023	YTD Ended February 2023 (in millions)	Month Ended February 2024	YTD Ended February 2024
Revenues	\$ 112.1	\$708.6	\$48.0	\$606.3
Expenditures	\$ \$64.3	\$424.9	\$68.5	\$466. <u>7</u>
Total Rev over Exp	\$ \$47.8	\$283.7	\$(20.5)	\$139.6

The committee was provided with additional information and explanations of changes between month/YTD for revenue from local sources, state programs, federal and other sources. The committee also heard explanations for differences between major spend categories of payroll costs, professional contract services, supplies and materials and other operating costs.

The CFO provided an update to the committee on the District's Oil, Gas and Minerals revenues ("*OGM*") for February 2024. The district received \$20,285 in February 2024 from OGM which was offset by a decrease for fees of \$7,762 for a net receipt of \$12,523 of funds.

The CFO also provided the committee with updates on the Food Service, Debt Service, 2013 Bond and 2021 Bond Funds.

The committee was given an overview of the 2024-25 budget development process which included information on the alignment of the budget to the District's four strategic priorities. The budget calendar and processes were outlined as well as the preliminary revenue assumptions and challenges in the development of the 24-25 budget process. A financial forecast for the year ended June 30, 2024, was presented for the committee to review and provide input.

Along with the budget presentation, the CFO gave an update on the 2024-25 TRS-Active Care premiums, estimated to increase by about 10% in the upcoming fiscal year. The increase is not included in the proposed budget for 24-25 and will have to be covered via an increase in employee or employer contributions.

The CFO provided the committee with an overview of the process to select a new software vendor for the District's Enterprise Resource Planning and Timekeeping' needs. This information is deemed confidential as the solicitation is still in the "cone of silence" period, however, the committee heard an overview of the process and the recommendation that will come forward to the board at the May board meeting.

Upcoming items on the April board meeting were presented by the CFO. The committee received information on the April Budget Amendments for the General Fund and the Debt Service Fund. The amendment for the general fund reflects the following for the general fund:

- Changes are within functions to align to specific campus or department needs
- Net increase of \$34K due to increase in revenues offset by the decrease in expenditures
- Increase in overall expenditure levels
  - Primarily for textbook purchases due to the gap in IMA funding

The budget for the debt service fund reflects a decrease in overall revenues in the amount of \$6.2 million due to projected property tax revenues. Additionally, a required reclassification for the cash defeasance was also presented.

The committee received information on the TEA Waiver Request for "Low Attendance" due to safety-related concerns that occurred at two FWISD schools on October 10, 2023 and October 11, 2023. This waiver allows these days to be removed from the ADA count in order to decrease the negative impact on ADA for that particular day.

The CFO also informed the committee of the quarterly public notice of federal grant applications for grants applied between January 1, 2024, to March 31, 2024.

The last Board item reviewed was the selection of the external auditors. A recommendation is forthcoming to the board at the May meeting.

The committee was informed of the upcoming Board Meeting on April 23, 2024, and the Board Workshop on May 14, 2024.

The committee was provided an overview of the results from a TRS study that was conducted by HUB, a consultant contracted by the Division of Business and Finance to review the TRS claims data for the last three years. An analysis of the claims data was provided as well as various recommendations on next steps regarding this issue.

The meeting adjourned at 5:22 p.m.

# **Facilities Committee:**

The Board Facilities Committee met on Tuesday, April 30, 2024 at 4:00 p.m. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, and Dr. Michael Ryan. Also present were Superintendent Dr. Angelica Ramsey, Kellie Spencer, Dr. Karen Molinar, and Mike Naughton.

# **Key Highlights:**

Committee members received a presentation from HPM representatives regarding a status update of the master facility planning process. Key topics included a review of Facility Condition Index and Educational Adequacy of all middle school campuses. This information was followed by a summary of feedback from the Bond 2021 Citizens' Oversight Committee regarding possible consolidation and construction opportunities at middle schools. The meeting concluded with a forward look at upcoming projects including LED lighting enhancements and construction of the Eastern Hills Elementary replacement campus.

The next Facilities Committee meeting will be held on June 4, 2024.

## **INFORMATION SOURCES:**

Dr. Angélica M. Ramsey, Superintendent Toni Cordova, Chief of Governance & Strategic Communications Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance Kellie Spencer, Deputy Superintendent of Operations

# REPORT ONLY AGENDA ITEM BOARD MEETING

May 28, 2024

# **TOPIC:** 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. **United Educators Association** I held my monthly check-in meeting with Steven Poole with UEA.
- 2. **TEA Commissioner** Commissioner Morath visited Alice Contreras Elementary. We then convened at Region 11 with the Commissioner for our monthly TASA meeting.
- 3. **Campus Teacher of the Year Presentations** I attended several Campus Teacher of the Year presentations with our partner, EECU.
- 4. **Fort Worth Police & FWISD Student Graduation** I had the honor of being asked to speak at the FWISD/FWPD High School Criminal Justice Program Graduation. This is a great partnership with the FWPD and FWISD.
- 5. **Superintendent Advisories** We held our last set of advisories for our six superintendent advisories. The Community/Business, Students, Support Staff, Teachers, Parents and Principals advisories all came together to collaborate on several topics for our last meeting of the year.
- 6. **TEA Commissioner Call** We held our monthly TEA commissioner call for superintendents.
- 7. **Inaugural FWISD Awards** We held our inaugural FWISD Teacher of the Year award ceremony. A beautiful event to honor our finalist and winners.
- 8. **Inaugural Emerging Bilingual Family Literacy and Engagement Conference** I attended our Inaugural Bilingual event to provide families and students (in multiple languages) resources, STEM trailer, registration support and more.

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

# **INFORMATION SOURCE:**

# CONSENT AGENDA ITEM BOARD MEETING

May 28,, 2024

**TOPIC:** APPROVE BOARD OF EDUCATION MEETING MINUTES

## **BACKGROUND:**

The Open Meetings Act (the "Act") was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The "Act" requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting. Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or designee.

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

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

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

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Board of Education Meeting Minutes

**FUNDING SOURCE:** Additional Details

No Cost Not Applicable

<u>COST</u> :	
No Cost	
VENDOR(S)/PROVIDER(S):	
Not Applicable	

# **PURCHASING MECHANISM:**

Not a Purchase

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

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 Board Workshop on April 9, 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 April 9, 2024 that the Board of Education of the Fort Worth Independent School District held a Board Workshop at the Fort Worth Independent School 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 April 5, 2024, at 3:45 p.m.

/s/ Christian Alvarado Coordinator Board of Education

## RETURN OF THE MEETING APRIL 9, 2024

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 5, 2024, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on April 5, 2024.

/s/ Christian Alvarado Coordinator Board of Education

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## The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1 First Vice President Anne Darr, District 6 Second Vice President Roxanne Martinez, District 9 School Board Secretary Anael Luebanos, District 8 Trustee Tobi Jackson, District 2 (Arrived at 5:33 p.m.) Trustee Quinton Phillips, District 3 Trustee Wallace Bridges, District 4

## The following Board Members were absent:

Trustee Kevin Lynch, District 5 Trustee Roxanne Martinez, District 9

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

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

# 2. PUBLIC COMMENT

No speakers.

## 3. REPORT/PRESENTATION

A. Special Populations
Presenters: Dr. Gracie Guerrero and **129**. Tamekia Brown, Associate Superintendents

Associate Superintendent of Learning and Leading Service Network #3, Dr. Gracie Guerrero, presented the *Language Programming, Required Services, Second Language Proficiency, Biliteracy and Bilingualism 2024-2025* presentation and Dr. Tamekia Brown, Associate Superintendent of Learning and Leading Network #4, Dr. Tamekia Brown, presented the *Special Education Programming* presentation.

Before the meeting was adjourned, a special recognition was made.

# 4. ADJOURN

Meeting workshop was adjourned at 7:12 p.m.

/s/ Christian Alvarado Board of Education Video of the meeting is available on the Board of Education website at <a href="http://www.fwisd.org">http://www.fwisd.org</a>

# MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on April 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 April 16, 2024 that the Board of Education of the Fort Worth Independent School District held a Special Meeting at the Fort Worth Independent School 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 April 11, 2024, at 4:30 p.m.

/s/ Christian Alvarado Coordinator Board of Education

## RETURN OF THE MEETING APRIL 9, 2024

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

Given under my hand on April 11, 2024.

/s/ Christian Alvarado Coordinator Board of Education

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## The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1
First Vice President Anne Darr, District 6
Second Vice President Roxanne Martinez, District 9
School Board Secretary Anael Luebanos, District 8
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Roxanne Martinez, District 9 (Arrived at 5:44 p.m.)

# The following Board Members were absent:

Trustee Kevin Lynch, District 5 Trustee Tobi Jackson, District 2 Trustee Wallace Bridges, District 4

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

President Dr. Camille Rodriguez called the special meeting to order at 5:41 p.m.

# 2. PUBLIC COMMENT

No speakers.

## 3. Level III GRIEVANCES

3.A. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

3.A.1. Legal and District Records Management, Lynda Jackson, General Counsel

Attorney Alex Adewunmi chaired this grievance.

- 3.A.1.a. Consider the Level III Grievance of Terrance Roach (Convene in Closed Session, if Necessary)
- 3.A.1.a.i. Presentation by Complainant(s) and/or Representative(s)
- 3.A.1.a.ii. Presentation by District Representative
- 3.A.1.a.iii Questions from Board Members

Dr. Camille Rodriguez called for a five (5) minute recess.

The meeting was reconvened at 6:24 p.m.

The complainant was not present.

- 3.A.1.b. Consider the Level III Grievance of Joe Palmer (Convene in Closed Session, if Necessary)
- 3.A.1.b.i. Presentation by Complainant(s) and/or Representative(s)
- 3.A.1.b.ii Presentation by District Representative
- 3.A.1.b.iii Questions from Board Members

The special meeting was recessed at 6:26 p.m. to hear the Level III Grievance of Gary Clayton in closed session.

Consider the Level III Grievance of Gary Clayton (Convene in Closed Session, if Necessary)

- 3.A.1.c.i. Presentation by Complainant(s) and/or Representative(s)
- 3.A.1.c.ii Presentation by District Representative
- 3.A.1.c.iii Questions from Board Members

The special meeting was reconvened at 7:14 p.m.

The special meeting was recessed at 7:14 p.m. to hear the Level III Grievance of Latanya Lewis in closed session.

Consider the Level III Grievance of Latanya Lewis (Convene in Closed Session, if Necessary)

- 3.A.1.d.i. Presentation by Complainant(s) and/or Representative(s)
- 3.A.1.d.ii. Presentation by District Representative
- 3.A.1.d.iii Questions from Board Members

The special meeting was reconvened at 7:53 p.m.

Attorney Alex Adewunmi chaired this grievance.

Complainant Joe Palmer was not present for the grievance.

- 3.A.1.b. Consider the Level III Grievance of Joe Palmer (Convene in Closed Session, if Necessary)
- 3.A.1.b.i. Presentation by Complainant(s) and/or Representative(s)
- 3.A.1.b.ii Presentation by District Representative
- 3.A.1.b.iii Questions from Board Members

Trustee Anne Darr asked a question.

The special meeting was recessed to move in Executive Session at 8:03 p.m.

## 4. **EXECUTIVE SESSION**

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

- 4.A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- 4.B. Hear a Complaint or Charge Against an Officer or Employee (Texas Government Code §551.074)

The special meeting was reconvened at 10:20 p.m.

## 5. ACTION AGENDA ITEMS

5.A. Board Deliberation and Render Decision, if any, on the Level III Grievance of Terrance Roach (In Open Session)

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

5.B. Board Deliberation and Render Decision, if any, on the Level III Grievance of Joe Palmer (In Open Session)

Anne Darr made the motion, seconded by Dr. Michael Ryan to take no action on this grievance.

The motion was approved.

Yes: Dr. Camille Rodriguez, Quinton Phillips, Anne Darr, Dr. Michael Ryan,

Anael Luebanos and Roxanne Martinez.

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Absent: Tobi Jackson, Wallace Bridges, and Kevin Lynch.

5.C. Board Deliberation and Render Decision, if any, on the Level III Grievance of Gary Clayton (In Open Session)

Dr. Ryan made the motion, seconded by Roxanne Martinez, to send the allegations of the Level III Grievance to District's UIL Committee for further consideration.

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

Absent: Tobi Jackson, Wallace Bridges, and Kevin Lynch.

The motion was approved.

5.D. Board Deliberation and Render Decision, if any, on the Level III Grievance of Latanya Lewis (In Open Session)

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

## **ADJOURN**

The special meeting was adjourned at 10:22 p.m.

/s/ Christian Alvarado Board of Education Video of the meeting is available on the Board of Education website at <a href="http://www.fwisd.org">http://www.fwisd.org</a>

# 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 April 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 April 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 matterediscussed 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 April 19, 2024, at 12:45 p.m.

/s/ Cynthia Calderon Coordinator Board of Education

#### RETURN OF THE MEETING APRIL 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 April 19, 2024, at the Fort Worth ISD Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on April 19, 2024.

/s/ Cynthia Calderon Coordinator Board of Education

# The following trustees were present:

School Board President Dr. Camille Rodriguez, District 1

First Vice President Anne Darr, District 6

Second Vice President Roxanne Martinez, District 9

School Board Secretary Anael Luebanos, District 8

Trustee Tobi Jackson, District 2

Trustee Quinton Phillips, District 3

Trustee Wallace Bridges, District 4

Trustee Kevin Lynch, District 5

Trustee Dr. Michael Ryan, District 7

#### The following administrators were present:

Dr. Angélica Ramsey, Superintendent

Dr. Karen Molinar, Deputy Superintendent

Kellie Spencer, Deputy Superintendent

Carmen Arrieta-Candelaria, Chief Financial Officer

Toni Cordova, Chief of Governance and Strategic Communications

Woodrow Bailey III, Chief Talent Officer

Dr. David Saenz, Strategic Initiatives and Partnerships

Lynda Jackson, General Counsel

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4 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 39

The J.R.O.T.C. Polytechnic High School led the pledges, vision, and mission.

# 3. <u>RECOGNITIONS</u>

## 3.A. Recognition of Student Greeters

Coordinator of Communications Department, Jessica Becerra, recognized the student greeters.

# 3.B. <u>University Interscholastic League (UIL) CX Debate Team Students</u>

Jessica Becerra recognized the *University Interscholastic League (UIL) CX Debate Team Students*.

# 3.C. Arlington Heights High School Cheerleading Team

Jessica Becerra recognized the Arlington Heights High School Cheerleading Team.

Dr. Camille Rodriguez called for a five (5) minute recess.

## 4. PUBLIC COMMENT

## Speakers:

Willow Clauser

Mia Morales

Chastin Crump

Emma Barberena

Sharnece Johnson

**Bob Jameson** 

Bryan Sanchez

Lillian Doze

Donneta Chance

Amanda Inay

Sabrina Ball

Trenace Borsey-Hollins

Keasha Thompson

Chris Fuentes

Tessa Flores

Ayesha Rushdan

Shiloh Roberts

Melanie Watson

Celeste Holbrook

Missie Carra

**Hudson Harris** 

Meredith Bowman

**Donna Collins** 

Jessica Hilbert

Brenda Ciardiello

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

5.A. <u>Public Notice of Federal Grant Applications Submitted Between January 1, 2024 and March 31, 2024</u>

Presenter: Carmen Arrieta-Candelaria, Chief Financial Officer

Dr. Ramsey mentioned the Public Notice of Federal Grant Applications was a report only.

5.B. <u>2024-2025 Budget Presentation Presenter: Carmen Arrieta-Candelaria, Chief</u> Financial Officer

Chief Financial Officer, Carmen Arrieta-Candelaria, gave the 24-25 *Budget Presentation*.

5.C. Middle Schools Presentation Presenter: Dr. Charles Garcia, Associate

Superintendent Dr. Charles Garcia gave the Middle Schools Presentation.

5.D. Notice of Compliance with Board Member Training Requirements

Dr. Camille Rodriguez read the *Notice of Compliance with Board Member Training Requirements*.

## 6. BOARD COMMITTEE REPORT

No questions were asked.

## 7. SUPERINTENDENT REPORT

No questions were asked.

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

Trustees made comments.

The meeting was recessed to move into Executive Session at 8:08 p.m.

- 9. <u>EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.</u>
  - 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 Risk Management
    - 9.C. Security Implementation (Texas Government Code §551.076)
  - 9.C.1. Intruder Audit Findings and Corrective Action
  - 9.D. Real Property (Texas Government Code

§551.072) The meeting was reconvened at 9:35 p.m.

10. 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.)

- 10.A. Board of Education Meeting Minutes
- 10.A.1. March 26, 2024 Regular Minutes
  - 10.B. Governance and Strategic Communications, Toni Cordova, Chief
- 10.B.1. Approve Board of Education Meeting Dates for the 2024 2025 School Year
  - 10.C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
- 10.C.1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
- 10.C.1. a. Approve Debt Service Budget Amendment for the Period Ending March 31, 2024
- 10.C.1. b. Approve Budget Amendment for the Period Ending March 31, 2024
- 10.C.1. c. Approve Purchase of External Financial Audit Services
- 10.C.2. Safety and Security, Daniel Garcia, Executive Director
- 10.C.2.a. Approve Purchase of Updated Public Safety Radios for the Safety and Security Department
- 10.C.2.b. Approve Additional Purchase of Emergency Responder/Key Access Box
- 10.C.2.c. Approve Purchase of Next Generation Metal Detectors
- 10.C.2. d. Approve Emergency Communication/Access Control Integration Hardware
- 10.D. Learning and Leading Networks
- 10.D.1. Service Network #2, Charles Garcia, Associate Superintendent
- 10.D.1. a. Approve Curriculum for Junior Cadet Corps Programs
- 10.D.1. b. Approve Purchase of Software Licenses for Math Intervention and Professional Development
- 10.D.1. c. Approve Uniform Purchase for Secondary Choir Programs
- 10.D.1. d. Approve Portable Sound System Purchase for High School Marching Bands
- 10.D.2. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent
- 10.D.2. a. Approve Submission of Texas Essential Knowledge and Skills Certification
- 10.D.3. Service Network #4, Dr. Tamekia Brown, Associate Superintendent
- 10.D.3. a. Approve Single Software Platform to Allow Enhanced Functionality in Post- Secondary Preparedness and Planning for Secondary Students
  - 10.E. Operations, Kellie Spencer, Deputy Superintendent
- 10.E.1. Operations, Carl Alfred, Senior Officer Operations
- 10.E.1. a. Approve Ratification and Purchase for Continued Use of Work Order and Facility Scheduling Software

- 10.E.1. b. Approve Additional Repairs of Fire Sprinkler and Backflow Systems
- 10.E.1. c. Approve Additional Funds for the Purchase of Heating, Ventilation, and Air Conditioning Filter Replacement Service
- 10.E.1. d. Approve Purchase of Playground Assessment Services
- 10.E.2. Capital Improvement Program, Kellie Spencer, Deputy Superintendent
- 10.E.2. a. Approve Change Order No.1 for Construction at Eastern Hills High School Betterment with Wesson Construction Services in Conjunction with the 2017 Capital Improvement Program
- 10.E.2. b. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Monnig Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 10.E.2. c. Approve Budgets and Transfer of Funds from Completed Project, Interest, Land Acquisition, and Unused Funds to Accommodate Program Needs for Several Bond Projects within the 2021 Capital Improvement Program

Before action was taken, Dr. Michael Ryan requested for Consent Agenda Item 10.E.2.c. Approve Budgets and Transfer of Funds from Completed Project, Interest, Land Acquisition, and Unused Funds to Accommodate Program Needs for Several Bond Projects within the 2021 Capital Improvement Program be pulled from consent for a separate vote.

Anne Darr had a question on Consent Agenda Item 10.B.1. Approve Board of Education Meeting Dates for the 2024-2025 School Year.

Anne Darr requested to pull Consent Agenda Item 10.B.1. *Approve Board of Education Meeting Dates for the 2024-2025 School Year* from consent for a separate vote.

Kevin Lynch requested to pull Consent Agenda Item 10.C.1.a. *Approve Debt Service Budget Amendment for the Period Ending March 31*, 2024.

Motion was made by Tobi Jackson, seconded by Ann Darr, to approve and Accept Consent with the exception of the following Consent Agenda Items: 10.E.2.c. *Approve Budgets and Transfer of Funds from Completed Project, Interest, Land Acquisition, and Unused Funds to Accommodate Program Needs for Several Bond Projects within the 2021 Capital Improvement Program,* 10.B.1. *Approve Board of Education Meeting Dates for the 2024-2025 School Year* and 10.C.1.a. *Approve Debt Service Budget Amendment for the Period Ending March 31, 2024.* 

## 11. ACTION ITEMS

## 11.A. <u>Item/Items Removed from Consent Agenda</u>

Approve Debt Service Budget Amendment for the Period Ending March 31, 2024

Motion was made by Quinton Phillips, seconded by Anne Darr, to Approve Debt Service Budget Amendment for the Period Ending March 31, 2024.

Before action was taken, Kevin Lynch asked a question. The motion was unanimously approved.

Approve Budgets and Transfer of Funds from Completed Project, Interest, Land Acquisition, and Unused Funds to Accommodate Program Needs for Several Bond Projects within the 2021 Capital Improvement Program be pulled from consent for a separate vote.

Motion was made by Dr. Camille Rodriguez, seconded by Quinton Phillips, to approve Budgets and Transfer of Funds from Completed Project, Interest, Land Acquisition, and Unused Funds to Accommodate Program Needs for Several Bond Projects within the 2021 Capital Improvement Program be pulled from consent for a separate vote.

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

Before action was taken, Tobi Jackson asked for clarification from staff.

The motion was approved.

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

No: Tobi Jackson, Kevin Lynch, and Michael Ryan.

# Approve Board of Education Meeting Dates for the 2024-2025 School Year

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve to Maintain the Calendars on Tuesdays.

Before action was taken, Quinton Phillips asked for clarification, and Kevin Lynch and Anne Darr made comments.

The motion was approved.

45

Yes: Tobi Jackson, Quinton Phillips, Wallace Bridges, Kevin Lynch, Anne Darr, Michael Ryan, Anael

Luebanos, and Roxanne Martinez.

No: Dr. Camille Rodriguez.

- 11.B. Personnel
- 11.B.1. Executive Director of Risk Management

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

The motion was unanimously approved.

- 11.C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
- 11.C.1. Legal and District Records Management, Lynda Jackson, Senior Counsel
- 11.C.1. <u>a. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code</u>

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve the recommendation to Terminate Certain Probationary Contract of Wendy Armstrong at the End of the Contract Period in the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

- 11.C.1. <u>b. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas</u>

  <u>Educator Certification Pursuant to Chapter 21 of the Texas Education Code</u>
- 11.C.1. c. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- 11.C.1. d. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- 11.C.1. e. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code and Board Policy DFFB(LOCAL)
- 11.C.1. f. Approve Proposed Termination of Central Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

11.C.1. g. Approve Renewal and Awarding of Probationary and Term Chapter 21 Contracts of Specified Certified Employees for the 2024-2025 Contract Year

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve Renewal and Awarding of Probationary and Term Chapter 21 Contracts of Specified Certified Employees for the 2024-2025 Contract Year.

The motion was unanimously approved.

- 11.C.2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
- 11.C.2. <u>a. Approve Texas Education Agency Waiver Request for "Low Attendance" Due to Safety Related Concerns</u>

Motion was made by Wallace Bridges, seconded by Michael Ryan, to Approve Texas Education Agency Waiver Request for "Low Attendance" Due to Safety Related Concerns.

The motion was unanimously approved.

- 11.C.3. Talent Management, Woodrow Bailey III, Chief Talent Officer
- 11.C.3. <u>a. Approve and Renew of Probationary and Term Chapter 21 Contracts of Specified Certified</u>

  <u>Employees for the 2024 2025 Contract Year</u>
  - 11.D. Learning and Leading Networks
- 11.D.1. Service Network #2, Charles Garcia, Associate

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve Adoption and Related Purchase of Science, Technology Applications, Career and Technical Education, and Personal Financial Literacy and Economics Instructional Resources Called for in Proclamation 2024.

The motion was unanimously approved.

11.D.1. <u>b. Approve Purchase of Math Instructional Materials and Professional Learning Support</u>
Motion was made by Anne Darr, seconded by Tobi Jackson, to approve Purchase of Math Instructional Materials and Professional Learning Support.

11.D.1. <u>c. Approve Purchase of Math Instructional Materials and Professional Learning Support</u>
Motion was made by Anne Darr, seconded by Anael Luebanos, to approve Purchase
of Math Instructional Materials and Professional Learning Support.

The motion was unanimously approved.

- 11.E. Operations, Kellie Spencer, Deputy Superintendent
- 11.E.1. Transportation, Myron Wilson, Executive Director of Transportation
- 11.E.1. <u>a. Approve Fuel Supply and Storage Management Services Agreement</u>
  Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve Fuel Supply and Storage Management Services Agreement.

The motion was unanimously approved.

# 11.E.1. b. Approve Additional Student Shuttle Services

Motion was made by Anne Darr, seconded by Tobi Jackson, to approve Additional Student Shuttle Services.

The motion was unanimously approved.

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

11.E.2. <u>a. Approve Authorization to Negotiate with Construction Manager at Risk for a GMP</u>

<u>Amendment(s) for Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program</u>

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Authorization to Negotiate with Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

The meeting was adjourned at 9:59 p.m.

/s/ Cynthia Calderon Board of Education

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

# MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on May 7, 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 May 7, 2024 that the Board of Education of the Fort Worth Independent School District held 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 May 3, 2024, at 12:45 p.m."

/s/ Cynthia Calderon Coordinator Board of Education

#### RETURN OF THE MEETING MAY 7, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on May 3, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on May 3, 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 during Executive Session at 5:44 p.m.)

School Board Secretary Anael Luebanos, District 8

Trustee Tobi Jackson, District 2

Trustee Ouinton Phillips, District 3

Trustee Wallace Bridges, District 4

Trustee Kevin Lynch, District 5

Trustee Dr. Michael Ryan, District 7

# The following administrators were present:

Dr. Angélica Ramsey, Superintendent

Toni Cordova, Chief of Governance and Strategic Communications

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

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

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

No Speakers

The special meeting was recessed to move into Executive Session at 5:30 p.m.

# 3. <u>EXECUTIVE SESSION</u> 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)

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- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Public Officer (Including the Board of Trustees) 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. Oversight Responsibilities of the Board and Governance Framework The special meeting reconvened at 9:29 p.m.

4.

**ADJOURN** 

The special meeting was adjourned at 9:29 p.m.

/s/ Cynthia Calderon Board of Education

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

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: JANUARY 1, 2024 – MARCH 31, 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 January 1, 2024 – March 31, 2024, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period January 1, 2024 – March 31, 2024, totaled \$16,157,736. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

## **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Quarterly Investment Report for the Period: January 1, 2024 March 31, 2024
- 2. Decline Approve Quarterly Investment Report for the Period: January 1, 2024 March 31, 2024
- 3. Remand to Staff for Further Study

## SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: January 1, 2024 – March 31, 2024

**FUNDING SOURCE:** Additional Details:

No Cost Not Applicable

COST:

No Cost

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

Not Applicable

# **PURCHASING MECHANISM:**

# Not a Purchase

# $\underline{\textbf{PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL\ ENTITY:}}$

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**

January 1, 2024 - March 31, 2024

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer





# FORT WORTH INDEPENDENT SCHOOL DISTRICT Quarterly Investment Report 01/01/2024- 03/31/2024

#### **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: 5.76%

Interest Earned During the Period: \$16,157,736 Interest Earned Fiscal Year to Date: \$42,575,433

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	34,546.87	34,546.87	34,546.87	0.00	5.47	1
Campus Activity Fund	5,447,238.73	5,447,238.73	5,447,238.73	0.41	5.47	1
CIP-2013 Bond Fund	180,402.86	180,402.86	180,402.86	0.01	5.47	1
CIP-2017 Bond Fund	48,658,850.39	48,658,850.39	48,658,850.39	3.68	5.47	1
CIP-2021 Bond Fund	703,954,862.22	703,954,862.22	703,954,862.22	53.17	5.50	4
Food Service Fund	26,613,761.21	26,613,761.21	26,613,761.21	2.01	5.47	1
General Operating Fund	492,957,426.34	492,957,426.34	492,957,426.34	37.23	5.44	6
Interest & Sinking   Debt Service Fund	40,811,685.94	40,811,685.94	40,811,685.94	3.08	5.41	61
Real Estate Proceeds	4,436,009.44	4,436,009.44	4,436,009.44	0.34	5.47	1
Scholarships	880,587.49	898,791.32	901,821.60	0.07	5.47	1
Student Activity Funds	10,330.09	10,330.09	10,330.09	0.00	5.47	1
Total / Average	1,323,985,701.58	1,324,003,905.41	1,324,006,935.69	100.00	5.47	6

Carmen Arrieta-Candelaria	Apr 28, 2024	Maria Chavez	Apr 25, 2024
Ms. Carmen Arrieta-Candelaria, Chief Financial Officer	Date	Ms. Maria Chavez, Comptroller	Date
Tonya D. Wright	4/25/2024		
Ms. Tonya D. Wright, Treasurer	Date		

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

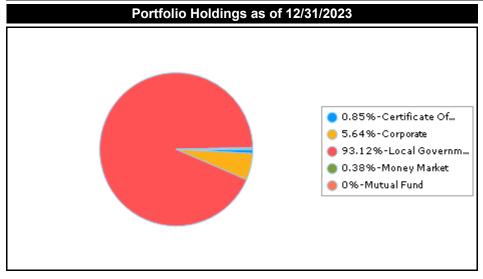
Begin Date: 1/31/2024, End Date: 3/31/2024

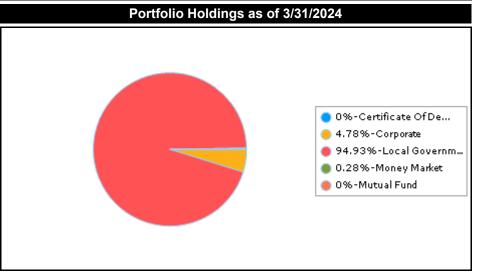
Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2024	975,273,161.25	4,874,456.55	0.00	4,874,456.55	1,042,817,031.16	0.47	5.76	5.21
2/29/2024	1,108,115,662.24	5,033,347.70	0.00	5,033,347.70	1,162,653,725.85	0.43	5.32	5.28
3/31/2024	1,365,204,773.19	6,249,931.57	0.00	6,249,931.57	1,361,911,883.89	0.46	5.65	5.36
Total/Average	975,273,161.25	16,157,735.82	0.00	16,157,735.82	1,185,054,143.59	1.36	5.57	5.28

# Annualized TRR-BV 6.00 5.00 4.00 2.00 1.00 01/2024 02/2024 03/2024 03/2024

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

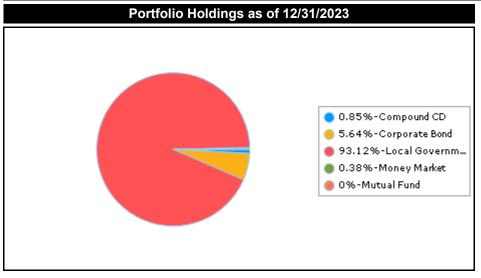
Security Sector Allocation								
Security Sector	Book Value 12/31/2023	% of Portfolio 12/31/2023	Book Value 3/31/2024	% of Portfolio 3/31/2024				
Certificate Of Deposit	8,301,769.49	0.85	0.00	0.00				
Corporate	55,000,000.00	5.64	63,300,000.00	4.78				
Local Government Investment Pool	907,315,617.68	93.12	1,256,926,085.53	94.93				
Money Market	3,709,161.42	0.38	3,757,404.16	0.28				
Mutual Fund	23,446.00	0.00	23,446.00	0.00				
Total / Average	974,349,994.59	100.00	1,324,006,935.69	100.00				

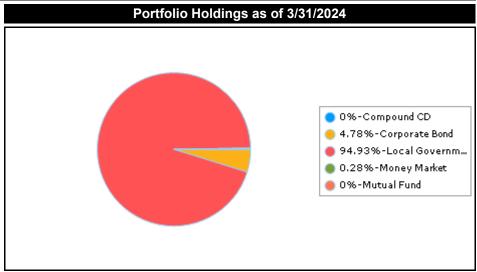




# Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

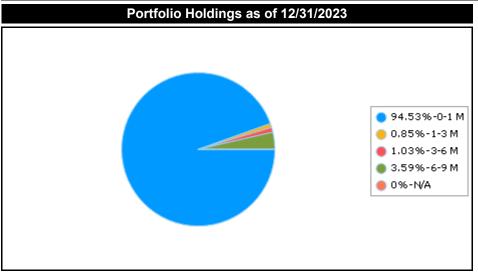
Security Type Allocation								
Security Type	Book Value 12/31/2023	% of Portfolio 12/31/2023	Book Value 3/31/2024	% of Portfolio 3/31/2024				
Compound CD	8,301,769.49	0.85	0.00	0.00				
Corporate Bond	55,000,000.00	5.64	63,300,000.00	4.78				
Local Government Investment Pool	907,315,617.68	93.12	1,256,926,085.53	94.93				
Money Market	3,709,161.42	0.38	3,757,404.16	0.28				
Mutual Fund	23,446.00	0.00	23,446.00	0.00				
Total / Average	974,349,994.59	100.00	1,324,006,935.69	100.00				

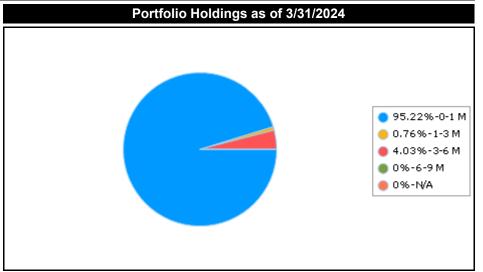




# Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

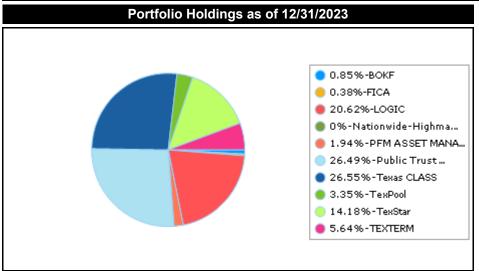
	Maturit	y Range Allocation		
Maturity Range	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024
0-1 Month	921,024,779.10	94.53	1,260,683,489.69	95.22
1-3 Months	8,301,769.49	0.85	10,000,000.00	0.76
3-6 Months	10,000,000.00	1.03	53,300,000.00	4.03
6-9 Months	35,000,000.00	3.59	0.00	0.00
N/A	20,681.14	0.00	20,415.72	0.00
Total / Average	974,347,229.73	100.00	1,324,003,905.41	100.00

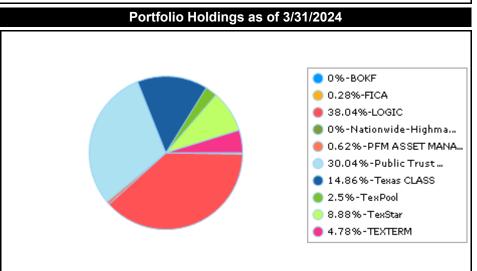




# Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

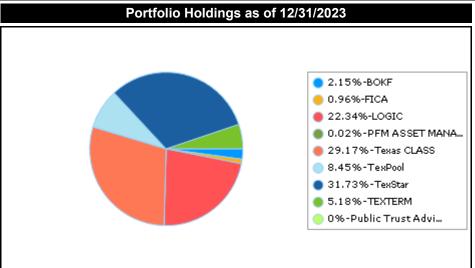
	Issuer Allocation									
Issuer	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024						
BOKF	8,301,769.49	0.85	0.00	0.00						
FICA	3,709,161.42	0.38	3,757,404.16	0.28						
LOGIC	200,871,577.37	20.62	503,592,720.20	38.04						
Nationwide-Highmark Bond	20,681.14	0.00	20,415.72	0.00						
PFM ASSET MANAGEMENT	18,909,959.64	1.94	8,155,456.76	0.62						
Public Trust Advisors	258,082,594.68	26.49	397,761,904.15	30.04						
Texas CLASS	258,705,033.80	26.55	196,758,299.46	14.86						
TexPool	32,610,571.90	3.35	33,045,752.02	2.50						
TexStar	138,135,880.29	14.18	117,611,952.94	8.88						
TEXTERM	55,000,000.00	5.64	63,300,000.00	4.78						
Total / Average	974,347,229.73	100.00	1,324,003,905.41	100.00						

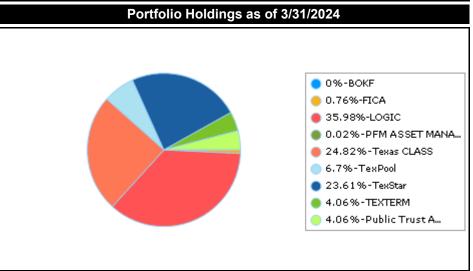




# Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

	Issuer Allocation								
Issuer	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024					
BOKF	8,301,769.49	2.15	0.00	0.00					
FICA	3,709,161.42	0.96	3,757,404.16	0.76					
LOGIC	86,257,092.75	22.34	177,342,099.84	35.98					
PFM ASSET MANAGEMENT	79,763.30	0.02	80,855.51	0.02					
Texas CLASS	112,623,830.79	29.17	122,332,113.02	24.82					
TexPool	32,610,571.90	8.45	33,045,752.02	6.70					
TexStar	122,516,226.36	31.73	116,384,214.17	23.61					
TEXTERM	20,000,000.00	5.18	20,000,000.00	4.06					
Public Trust Advisors	0.00	0.00	20,014,987.62	4.06					
Total / Average	386,098,416.01	100.00	492,957,426.34	100.00					

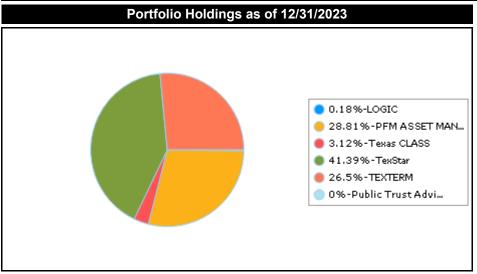


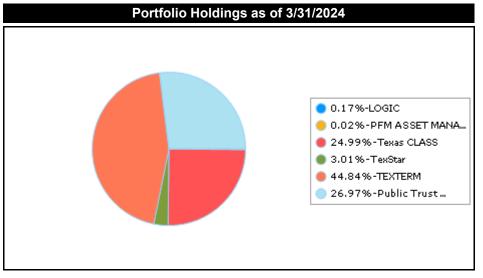


# Fort Worth Independent School District Distribution by Issuer - Market Value

Interest & Sinking | Debt Service Fund

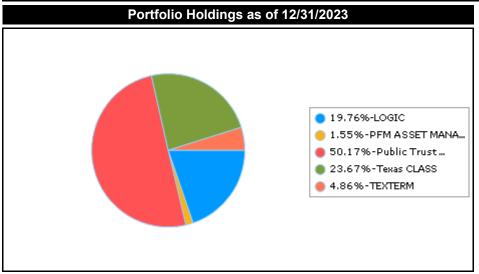
Issuer Allocation									
Issuer	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024					
LOGIC	69,063.74	0.18	70,013.07	0.17					
PFM ASSET MANAGEMENT	10,871,666.77	28.81	7,094.60	0.02					
Texas CLASS	1,177,339.33	3.12	10,200,245.75	24.99					
TexStar	15,619,653.93	41.39	1,227,738.77	3.01					
TEXTERM	10,000,000.00	26.50	18,300,000.00	44.84					
Public Trust Advisors	0.00	0.00	11,006,593.75	26.97					
Total / Average	37,737,723.77	100.00	40,811,685.94	100.00					

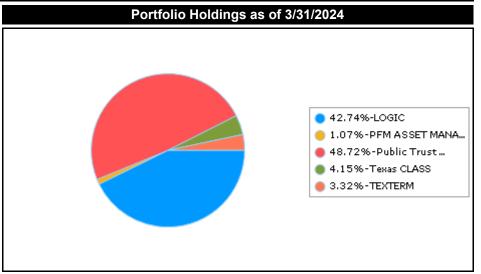




# Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP:BOND FUND

Issuer Allocation								
Issuer	Market Value 12/31/2023	% of Portfolio 12/31/2023	Market Value 3/31/2024	% of Portfolio 3/31/2024				
LOGIC	101,628,263.89	19.76	321,744,597.85	42.74				
PFM ASSET MANAGEMENT	7,958,529.57	1.55	8,067,506.65	1.07				
Public Trust Advisors	258,082,594.68	50.17	366,740,322.78	48.72				
Texas CLASS	121,752,175.01	23.67	31,241,688.19	4.15				
TEXTERM	25,000,000.00	4.86	25,000,000.00	3.32				
Total / Average	514,421,563.15	100.00	752,794,115.47	100.00				





Date: 3/31/2024

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	<b>Book Value</b>	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	<b>Duration To Maturity</b>
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	34,546.87	100.00	34,546.87	0%	NR	1
TXCLASS0011	34,546.87	5.47	34,546.87	5.47		0.00	NR	0
			34,546.87		34,546.87	0%		1
Sub Total Agency Campus Funds	34,546.87	5.47	34,546.87	5.47		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	5,447,238.73	100.00	5,447,238.73	0.41%	S&P-AA+	1
TXCLASS0005	5,447,238.73	5.47	5,447,238.73	5.47		0.00	NR	0
			5,447,238.73		5,447,238.73	0.41%		1
Sub Total Campus Activity Fund	5,447,238.73	5.47	5,447,238.73	5.47		0.00		0
CIP-2013 Bond Fund								
Texas CLASS LGIP		4/14/2014	180,402.86	100.00	180,402.86	0.01%	S&P-AA+	1
TXCLASS0007	180,402.86	5.47	180,402.86	5.47		0.00	NR	0
			180,402.86		180,402.86	0.01%		1
Sub Total CIP-2013 Bond Fund	180,402.86	5.47	180,402.86	5.47		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	11,644,227.93	100.00	11,644,227.93	0.88%	NR	1
LOGIC13006	11,644,227.93	5.47	11,644,227.93	5.47		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	7,515,931.93	100.00	7,515,931.93	0.57%	NR	1
PFM-1265-05	7,515,931.93	5.46	7,515,931.93	5.46		0.00	NR	0
Texas CLASS LGIP		5/4/2018	29,498,690.53	100.00	29,498,690.53	2.23%	NR	1
TXCLASS0009	29,498,690.53	5.47	29,498,690.53	5.47		0.00	NR	0
			48,658,850.39		48,658,850.39	3.68%		1
Sub Total CIP-2017 Bond Fund	48,658,850.39	5.47	48,658,850.39	5.47		0.00		0
CIP-2021 Bond Fund								
LOGIC LGIP		9/7/2022	310,100,369.92	100.00	310,100,369.92	23.42%	NR	1
LOGIC13008	310,100,369.92	5.47	310,100,369.92	5.47		0.00	NR	0

Date: 3/31/2024

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	<b>Book Value</b>	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	<b>Duration To Maturity</b>
PFM ASSET MANAGEMENT LGIP		11/23/2022	551,574.72	100.00	551,574.72	0.04%	NR	1
PFM-1265-06	551,574.72	5.46	551,574.72	5.46		0.00	NR	0
Public Trust Advisors LGIP		6/5/2023	366,740,322.78	100.00	366,740,322.78	27.7%	NR	1
SPP-0001	366,740,322.78	5.50	366,740,322.78	5.50		0.00	NR	0
Texas CLASS LGIP		2/27/2023	1,562,594.80	100.00	1,562,594.80	0.12%	NR	1
TXCLASS0012	1,562,594.80	5.47	1,562,594.80	5.47		0.00	NR	0
TEXTERM 5.59 5/24/2024		11/30/2023	10,000,000.00	100.00	10,000,000.00	0.76%	None	54
TEXTERM1265-064	10,000,000.00	5.59	10,000,000.00	5.59	186,333.33	0.00	None	0.15
TEXTERM 5.84 7/12/2024		10/19/2023	15,000,000.00	100.00	15,000,000.00	1.13%	None	103
TEXTERM1265-063	15,000,000.00	5.84	15,000,000.00	5.84	396,633.33	0.00	None	0.28
			703,954,862.22		703,954,862.22	53.17%		4
Sub Total CIP-2021 Bond Fund	703,954,862.22	5.50	703,954,862.22	5.50	582,966.66	0.00		0.01
Food Service Fund								
Texas CLASS LGIP		2/14/2012	26,613,761.21	100.00	26,613,761.21	2.01%	S&P-AA+	1
TXCLASS0002	26,613,761.21	5.47	26,613,761.21	5.47		0.00	NR	0
			26,613,761.21		26,613,761.21	2.01%		1
Sub Total Food Service Fund	26,613,761.21	5.47	26,613,761.21	5.47		0.00		0
General Operating Fund								
FICA MM		2/8/2016	3,757,404.16	100.00	3,757,404.16	0.28%	NR	1
FICA9057-GO	3,757,404.16	5.31	3,757,404.16	5.31		0.00	NR	0
LOGIC LGIP		9/25/2014	177,342,099.84	100.00	177,342,099.84	13.39%	NR	1
LOGIC13001	177,342,099.84	5.47	177,342,099.84	5.47		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/18/2022	80,855.51	100.00	80,855.51	0.01%	NR	1
PFM-1265-03	80,855.51	5.46	80,855.51	5.46		0.00	NR	0
Public Trust Advisors LGIP		3/27/2024	20,014,987.62	100.00	20,014,987.62	1.51%	NR	1
SPP-0002	20,014,987.62	5.50	20,014,987.62	5.50		0.00	NR	0

Date: 3/31/2024

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	<b>Book Value</b>	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	<b>Duration To Maturity</b>
Texas CLASS LGIP		5/31/2010	122,332,113.02	100.00	122,332,113.02	9.24%	S&P-AA+	1
TXCLASS0001	122,332,113.02	5.47	122,332,113.02	5.47		0.00	NR	0
TexPool LGIP		6/30/2010	33,045,752.02	100.00	33,045,752.02	2.5%	S&P-AA+	1
TEXPOOL00001	33,045,752.02	5.32	33,045,752.02	5.32		0.00	NR	0
TexStar LGIP		5/31/2010	116,384,214.17	100.00	116,384,214.17	8.79%	S&P-AA+	1
TEXSTAR11110	116,384,214.17	5.30	116,384,214.17	5.30		0.00	NR	0
TEXTERM 5.85 8/9/2024		8/15/2023	20,000,000.00	100.00	20,000,000.00	1.51%	NR	131
TEXTERM1265-032	20,000,000.00	5.85	20,000,000.00	5.85	747,500.00	0.00	NR	0.36
			492,957,426.34		492,957,426.34	37.23%		6
Sub Total General Operating Fund	492,957,426.34	5.43	492,957,426.34	5.43	747,500.00	0.00		0.01
Interest & Sinking   Debt Service Fund								
LOGIC LGIP		12/2/2014	70,013.07	100.00	70,013.07	0.01%	NR	1
LOGIC13003	70,013.07	5.47	70,013.07	5.47		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/21/2022	7,094.60	100.00	7,094.60	0%	NR	1
PFM-1265-04	7,094.60	5.46	7,094.60	5.46		0.00	NR	0
Public Trust Advisors LGIP		3/28/2024	11,006,593.75	100.00	11,006,593.75	0.83%	NR	1
SPP-0003	11,006,593.75	5.50	11,006,593.75	5.50		0.00	NR	0
Texas CLASS LGIP		5/31/2010	10,200,245.75	100.00	10,200,245.75	0.77%	S&P-AA+	1
TXCLASS0003	10,200,245.75	5.47	10,200,245.75	5.47		0.00	NR	0
TexStar LGIP		5/31/2010	1,227,738.77	100.00	1,227,738.77	0.09%	S&P-AA+	1
TEXSTAR33330	1,227,738.77	5.30	1,227,738.77	5.30		0.00	NR	0
TEXTERM 5.34 8/12/2024		3/1/2024	18,300,000.00	100.00	18,300,000.00	1.38%	NR	134
TEXTERM1265-045	18,300,000.00	5.34	18,300,000.00	5.34	81,435.00	0.00	NR	0.37
			40,811,685.94		40,811,685.94	3.08%		61
Sub Total Interest & Sinking   Debt Service Fund	40,811,685.94	5.41	40,811,685.94	5.41	81,435.00	0.00		0.17
Real Estate Proceeds								

Date: 3/31/2024

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	<b>Book Value</b>	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		11/4/2020	4,436,009.44	100.00	4,436,009.44	0.34%	NR	1
LOGIC13007	4,436,009.44	5.47	4,436,009.44	5.47		0.00	NR	0
			4,436,009.44		4,436,009.44	0.34%		1
Sub Total Real Estate Proceeds	4,436,009.44	5.47	4,436,009.44	5.47		0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.23	20,415.72	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,030.28	NR	
Texas CLASS LGIP		4/24/2014	878,375.60	100.00	878,375.60	0.07%	S&P-AA+	1
TXCLASS0008	878,375.60	5.47	878,375.60	5.47		0.00	NR	0
			901,821.60		898,791.32	0.07%		1
Sub Total Scholarships	880,587.49	5.47	901,821.60	5.47		-3,030.28		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	10,330.09	100.00	10,330.09	0%	NR	1
TXCLASS0010	10,330.09	5.47	10,330.09	5.47		0.00	NR	0
			10,330.09		10,330.09	0%		1
Sub Total Student Activity Funds	10,330.09	5.47	10,330.09	5.47		0.00		0
			1,324,006,935.69		1,324,003,905.41	100.00%		6
TOTAL PORTFOLIO	1,323,985,701.58	5.47	1,324,006,935.69	5.47	1,411,901.66	-3,030.28		0.01

Signature: Community-Community

Email: carmen.arrietacandel@fwisd.org

# 3. Quarterly Investment Report-3-31-2024

Final Audit Report 2024-04-28

Created: 2024-04-25

By: Tonya Wright (tonya.wright@fwisd.org)

Status: Signed

Transaction ID: CBJCHBCAABAAi31kPJI78ip61aYkD-aTqSFEwHZTcloN

# "3. Quarterly Investment Report-3-31-2024" History

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# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF BUDGET, FINANCIAL, AND COMPARATIVE ANALYTICS SUBSCRIPTION RENEWAL

## **BACKGROUND:**

The purchase of the analytics subscription renewal is essential for maintaining uninterrupted access to critical data insights. The analytics platform has consistently proven its value, empowering Business and Finance teams across departments. Purchasing this renewal reaffirms our commitment to data-driven excellence, sustaining the competitive edge that analytics provides. The subscription renewal is a prudent investment in our continued growth and operational efficiency for the 2024-2025 school year.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Purchase of Budget, Financial, and Comparative Analytics Subscription Renewal
- 2. Decline to Approve Purchase of Budget, Financial, and Comparative Analytics Subscription Renewal
- 3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Budget, Financial, and Comparative Analytics Subscription Renewal

**FUNDING SOURCE:** Additional Details

General Fund 199-41-6399-431

COST:

\$53,897.86

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

Frontline Education

# **PURCHASING MECHANISM:**

# **Cooperative Agreement**

BuyBoard Contract #661-22

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

**Business and Finance Division** 

# **RATIONALE**:

The analytics subscription is a strategic investment for optimizing educational processes and fostering continuous improvement within the school district. Additionally, it helps in tracking trends, ensuring the district stays responsive to evolving educational needs.

# **INFORMATION SOURCE:**

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



# Frontline Education Renewal Notice

Attn: Fort Worth Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2024. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this <u>link</u> to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

This pricing is subject to BuyBoard - Contract #661-22. If you have any questions or changes to this, please contact your Client Success Manager.

Description	Start Date	End Date	Qty	Rate	Amount
Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	1	\$19,329.75	\$19,329.75
Budget Management Analytics - powered by Forecast5 - 9 Additional Users	7/01/2024	6/30/2025	1	\$10,543.50	\$10,543.50
Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	1	\$13,198.11	\$13,198.11
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	1	\$10,826.50	\$10,826.50
Total					\$53,897.86

Please use this <u>link</u> to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Travis Zander at 512-767-1507 or by emailing us at <a href="mailto:renewals@frontlineed.com">renewals@frontlineed.com</a>.



Laura Hughes

Con Muh

Director, Client Retention and Renewals

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PROVIDER SERVICE TO SUPPORT SCHOOL HEALTH RELATED SERVICES (SHARS) FOR THE 2024-2025 SCHOOL YEAR

#### **BACKGROUND:**

Fort Worth ISD has participated in the School Health and Related Services (SHARS) Medicaid reimbursement program for a number of years. Fort Worth ISD relies heavily on revenue generated through this program and is greatly interested in finding ways to fully realize the benefits of this program. On October 27, 2006, the Fort Worth ISD Board of Education entered into a contract with Public Consulting Group, Inc., to provide professional assistance in billing Medicaid and third parties for covered services that are provided by the District to eligible students.

On October 1, 2017, the Agreement was amended to read, the Consultant will be compensated for its services by using a performance-based fee of 5% for all incremental revenue collected by the District from the SHARS Cost Settlement for medical and health-related services provided to school children of the District. FWISD currently participates in the Texas Medicaid billing program. The State of Texas operates two (2) programs: 1) SHARS Program to enable TX LEAs to capture reimbursement for the direct health services provided to Special Education students; and 2) MAC Program, to enable reimbursement for certain allowable administrative/outreach activities performed by Fort Worth school staff.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Provider Service to Support School Health and Related Services (SHARS) for the 2024-2025 School Year
- 2. Decline to Approve Provider Service to Support School Health and Related Services (SHARS) for the 2024-2025 School Year
- 3. Remand to Staff for Further Study

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

Approve Provider Service to Support School Health and Related Services (SHARS) for the 2024-2025 School Year

FUNDING SOURCE: Additional Details

General Fund 199-41-6299-420

#### **COST**:

The cost for this service will be 5% of the actual revenue generated through SHARS reimbursements.

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

Public Consulting Group, Inc. (PCG)

#### **PURCHASING MECHANISM:**

# **Competitive Solicitation**

Solicitation - Bid Summary/ Evaluation

Bid/Proposal

Fort Worth ISO RFP Number: 05-255

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:

SHARS/MAC, Special Education Programs

#### **RATIONALE:**

Because FWISD does not currently have internal capacity to perform all functions related to filing and processing Medicaid (SHARS) claims for the 2024-2025 school year, it is imperative that a vendor be secured to perform those services. If a vendor is not secured in a timely fashion, FWISD will lose its ability to claim reimbursements for services rendered to students, and Medicaid revenue to this district will be reduced or eliminated.

#### **INFORMATION SOURCE:**

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

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE TEA WAIVER REQUEST FOR "LOW ATTENDANCE DAY"
DUE TO SAFETY RELATED CONCERNS

#### **BACKGROUND:**

The Texas Education Agency (TEA) allows Districts to request a low attendance day waiver to excuse any instructional days from Average Daily Attendance (ADA) and Foundation School Program (FSP) funding calculations. To meet this requirement, attendance must be at least 10 percentage points below the last school year's overall average attendance, due to inclement weather, health, or safety-related issues. The District is requesting a low attendance day waiver for all campuses as outlined below:

Date	<b>Campus Name</b>	<b>Event Description</b>	Attendance
			Impact
4/8/2024	All Campuses	Fort Worth, Texas was in the path of	ADA was 72.23%
		totality for a rare solar eclipse on	on 4/8/2024
		Monday, April 8 <sup>th</sup> . An anticipated	
		400,000 visitors were expected for the	
		Dallas Fort Worth (DFW) area. While	
		the city of Fort Worth did not issue an	
		emergency declaration, some parents	
		elected to keep their students home	
		citing safety concerns.	

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Texas Education Agency Waiver Request for "Low Attendance Day" Due to Safety Related Concerns
- 2. Decline to Approve the Texas Education Agency Waiver Request for "Low Attendance Day" Due to Safety Related Concerns
- 3. Remand to Staff for Further Study

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

Approve the Texas Education Agency Waiver Request for "Low Attendance Day" Due to Safety Related Concerns

FUNDING SOURCE:

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:

All Campuses

# **RATIONALE**:

The low attendance waiver will allow 4/8/2024 to be excluded from the ADA and FSP funding calculations. This day would subsequently be considered a non-school day in the District's TEA PEIMS reporting.

# **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer, Business Finance

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING APRIL 30, 2024

# **BACKGROUND:**

The 2023-2024 General Fund was initially adopted on June 27, 2023. During the month ending April 30, 2024, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

This amendment encompasses a \$7.3M increase allocated specifically for the District's new Enterprise Resource Planning and Timekeeping system (ERPT \$2.6M) and Maintenance and Fleet Operations end of year purchases and repairs (\$4.7M).

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Budget Amendment for the Period Ended April 30, 2024
- 2. Decline to Approve the Budget Amendment for the Period Ended April 30, 2024
- 3. Remand to Staff for Further Study

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

Approve the Budget Amendment for the Period Ended April 30, 2024

**FUNDING SOURCE:** Additional Details

General Fund

COST:

No Cost

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

School(s)/Department(s)

# **RATIONALE**:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

# **INFORMATION SOURCE:**

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

# General Fund Budget Amendment 2023-2024

		Consolidated General Fund 2023-2024 Amended Budget 3/31/2024	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 4/30/2024
<b>REVENUE</b>	SOTHER SOURCES			
5700 Loca	al Revenue	\$434,079,536	\$0	\$434,079,536
5800 State	e Revenue	\$367,957,680	\$0	\$367,957,680
5900 Fed	eral Revenue	\$14,901,605	\$0	\$14,901,605
7900 Othe	er Sources	\$799,548	\$0	\$799,548
	Total Revenue & Other Sources	\$817,738,369	\$0	\$817,738,369
EXPENDITU	IDEC			
·		£470 04E 000	( <b>¢</b> E <b>7</b> 000)	£470 457 500
11 12	Instruction Instruction Resources and Media Services	\$476,215,200 \$11,879,716	(\$57,602) (\$15,474)	\$476,157,598 \$11,864,242
13	Curriculum and Instructional Staff Development	\$12,522,316	(\$15,767)	\$12,506,549
21	Instructional Administration	\$16,684,677	\$18,757	\$16,703,434
23	School Administration	\$52,524,364	\$923	\$52,525,287
31	Guidance and Counseling Services	\$47,196,562	\$17,237	\$47,213,799
32	Social Work Services	\$5,663,707	(\$34,035)	\$5,629,672
33	Health Services	\$12,562,002	(\$11,766)	\$12,550,236
34	Student Transportation	\$38,492,056	(\$469,979)	\$38,022,077
35	Food Services	\$507,217	\$14,280	\$521,497
36	Cocurricular/Extracurricular Activities	\$21,310,365	\$952	\$21,311,317
41	General Administration	\$25,728,939	\$71,121	\$25,800,060
51	Plant Maintenance and Operations	\$104,275,154	\$3,356,721	\$107,631,875
52	Security and Monitoring Services	\$15,889,151	\$34,121	\$15,923,272
53	Data Processing Services	\$33,365,402	\$2,795,127	\$36,160,529
61	Community Services	\$5,127,797	(\$4,574)	\$5,123,223
71	Debt Service	\$3,000,000	\$0	\$3,000,000
81	Facilities Acquisition & Construction	\$8,399,310	\$1,558,119	\$9,957,429
91	Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95	Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
	Total Budgeted Expenditures	\$902,774,032	\$7,258,161	\$910,032,193
	Total Deficit	(\$85,035,663)	(\$7,258,161)	(\$92,293,824)
	Beginning Fund Balance (Audited)	401,675,275		401,675,275
	Fund Balance-Ending (Unaudited)	\$316,639,612	(\$7,258,161)	\$309,381,451

	April 30, 2024 Budget Amendment			
	April 60, 2024 Budget Amendment	Increase	Decrease	Net Effect
Function	Expenses			
11	Campus/Dept. normal course of District operations		57,602	
	Overall effect on Function 11	0	57,602	(57,602)
12	Campus/Dept. normal course of District operations		15,474	
	Overall effect on Function 12	0	15,474	(15,474)
13	Campus/Dept. normal course of District operations		15,767	
	Overall effect on Function 13	0	15,767	(15,767)
21	Campus/Dept. normal course of District operations	18,757		
	Overall effect on Function 21	18,757	0	18,757
23	Campus/Dept. normal course of District operations	923		
	Overall effect on Function 23	923	-	923
31	Campus/Dept. normal course of District operations	17,237		
	Overall effect on Function 31	17,237	0	17,237
32	Campus/Dept. normal course of District operations		34,035	
	Overall effect on Function 32	0	34,035.00	(34,035)
33	Campus/Dept. normal course of District operations		11,766	
	Overall effect on Function 33	0	11,766	(11,766)
34	Fund 199-Fleet P-Card increases and Fleet Repair Services		469,979	
	Overall effect on Function 34	0	469,979	(469,979)
35	Campus/Dept. normal course of District operations	14,280		
	Overall effect on Function 35	14,280	-	14,280
36	Campus/Dept. normal course of District operations	952		
	Overall effect on Function 36	952	0	952
41	Campus/Dept. normal course of District operations	71,121		
	Overall effect on Function 41	71,121	0	71,121
51	Fund 199-EOY purchases and work orders	3,044,768		
	Fund 199-Fleet P-card increase	308,000		
	Campus/Dept. normal course of District operations	3,953		
	Overall effect on Function 51	3,356,721	-	3,356,721
52	Campus/Dept. normal course of District operations	34,121		
	Overall effect on Function 52	34,121	-	34,121
53	Fund 199-District new ERPT Software	2,619,397		
	Fund 199-New staff devices	175,730		
	Overall effect on Function 53	2,795,127	0	2,795,127
61	Campus/Dept. normal course of District operations		4,574	
	Campus/Dept. normal course of District operations			
	Overall effect on Function 61	0	4,574	(4,574)
71	Over all effect on Function 71	0	-	-
81	Fund 199- Campus Repairs/equipment replacement	1,558,119		
	Fund 199-decrease fund balance for already assigned			
	Overall effect on Function 81	1,558,119	-	1,558,119.00
91	Fund 199- recaputre tax fee			
	Overall effect on Function 91	-	-	-
95	Overall effect on Function 95	-	-	-
97	Overall effect on Function 97	-	-	-
99	Fund 199-transfer to function 41 for SHARS Collection fees	-		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 99	-	-	-
	Total	7,867,358	609,197	7,258,161.00

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

#### SUMMARY OF 2023-2024 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



																	INDEI ENDENT	SCHOOL DISTRICT	
	ORIGINAL	ADD/ SUBTRACT	8/31/2023	ADD/ SUBTRACT	9/30/2023	ADD/ SUBTRACT	10/31/2023	ADD/ SUBTRAC T	11/30/2023	ADD/ SUBTRACT	12/31/2023	ADD/ SUBTRAC T	1/31/2024	ADD/ SUBTRACT	2/28/2024	ADD/ SUBTRACT	3/31/2024	ADD/ SUBTRACT	4/30/2024
Revenue and Other Sources																			
5700 Local Revenue	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	(\$81,449,051)	\$437,618,575		\$437,618,575		\$437,618,575	(\$3,539,039)	\$434,079,536		\$434,079,536
5800 State Revenue	265,550,256.00	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$92,220,134	\$357,770,390		\$357,770,390		\$357,770,390	\$10,187,290	\$367,957,680		\$367,957,680
5900 Federal Revenue	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$17,250	\$16,403,057		\$16,403,057		\$16,403,057	(\$1,501,452)	\$14,901,605		\$14,901,605
7900 Other Sources	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$295,339	\$795,339		\$795,339		\$795,339	\$4,209	\$799,548		\$799,548
Total Revenue & Other Sources	\$801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$11,083,672	812,587,361	\$ -	812,587,361		812,587,361	\$ 5,151,008	817,738,369		817,738,369
Expenditures																			
11 Instruction	\$ 452,855,627	\$17,143,402	469,999,029	\$ 298,737	\$470,297,766	\$1,771,123	\$472,068,889	\$(737,428)	\$471,331,461	\$ (387,971)	\$470,943,490	\$(170,312) \$	470,773,178	\$ (140,940) \$	470,632,238	\$ 5,582,962 \$	476,215,200	(57,602) \$	476,157,598
12 Instructional Resources and Media Services	12,043,156	-	12,043,156	23,121	12,066,277	(1,551)	12.064.726	(185,754)	11,878,972	(2,345)	11,876,627	10,301	11,886,928	(444)	11,886,484	(6,768)	11,879,716	(15,474)	11,864,242
13 Curriculum and Instructional Staff Development	12,911,081	-	12,911,081	(115,630)	12,795,451	(43,257)	12,752,194	157,141	12,909,335	8,401	12,917,736	973	12,918,709	9,978	12,928,687	(406,371)	12,522,316	(15,767)	12,506,549
21 Instructional Administration	16,651,180	10,218	16,661,398	(268,444)	16,392,954	64,154	16,457,108	220,961	16,678,069	(49,660)	16,628,409	3,023	16,631,432	1,060	16,632,492	52,185	16,684,677	18,757	16,703,434
23 School Administration	52,725,631	-	52,725,631	50,076	52,775,707	19,066	52,794,773	(349,861)	52,444,912	54,892	52,499,804	5,788	52,505,592	19,559	52,525,151	(787)	52,524,364	923	52,525,287
31 Guidance and Counseling Services	46,782,032	-	46,782,032	86,258	46,868,290	(446)	46,867,844	178,192	47,046,036	172,645	47,218,681	(10,717)	47,207,964	(8,786)	47,199,178	(2,616)	47,196,562	17,237	47,213,799
32 Social Work Services	4,924,376	-	4,924,376	47,764	4,972,140	-	4,972,140	672,113	5,644,253	33	5,644,286	18,174	5,662,460	1,342	5,663,802	(95)	5,663,707	(34,035)	5,629,672
33 Health Services	13,018,700	-	13,018,700	13,481	13,032,181	5	13,032,186	(471,372)	12,560,814	967	12,561,781	253	12,562,034	(47)	12,561,987	15	12,562,002	(11,766)	12,550,236
34 Student Transportation	22,731,086	16,531,829	39,262,915	(58,499)	39,204,416	(518,000)	38,686,416	-	38,686,416	(61,438)	38,624,978	(108,600)	38,516,378	870	38,517,248	(25,192)	38,492,056	(469,979)	38,022,077
35 Food Services	426,614	-	426,614	135,512	562,126	(82,912)	479,214	6,500	485,714	6,258	491,972	2,222	494,194	(942)	493,252	13,965	507,217	14,280	521,497
36 Cocurricular/Extracurricular Activities	20,321,670	490,028	20,811,698	(13,862)	20,797,836	2,735	20,800,571	33,523	20,834,094	191,394	21,025,488	133,314	21,158,802	57,597	21,216,399	93,966	21,310,365	952	21,311,317
41 General Administration	26,130,271	5,250	26,135,521	(39,986)	26,095,535	(373,142)	25,722,393	(41,344)	25,681,049	2,770	25,683,819	-	25,683,819	45,000	25,728,819	120	25,728,939	71,121	25,800,060
51 Plant Maintenance and Operations	97,511,340	4,022,641	101,533,981	1,202,223	102,736,204	(324,522)	102,411,682	140,245	102,551,927	72,971	102,624,898	113,229	102,738,127	494,075	103,232,202	1,042,952	104,275,154	3,356,721	107,631,875
52 Security and Monitoring Services	15,788,569	374,823	16,163,392		16,164,655	-	16,164,655	(272,903)	15,891,752	(5,042)	15,886,710	2,832	15,889,542	2,953	15,892,495	(3,344)	15,889,151	34,121	15,923,272
53 Data Processing Services	30,928,534	3,804,942	34,733,476	,	33,427,597	(531,250)	32,896,347	733,449	33,629,796	(449)	33,629,347	1,200	33,630,547	(29,767)	33,600,780	(235,378)	33,365,402	2,795,127	36,160,529
61 Community Services	5,146,066	-	5,146,066	(56,135)	5,089,931	17,997	5,107,928	27,188	5,135,116	(3,426)	5,131,690	(1,680)	5,130,010	(2,843)	5,127,167	630	5,127,797	(4,574)	5,123,223
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	1,500,000	8,337,975	9,837,975		9,837,975	-	9,837,975	-	9,837,975	-	9,837,975	-	9,837,975	(448,665)	9,389,310	(990,000)	8,399,310	1,558,119	9,957,429
91 Contracted Instructional Services between Public Sch	-, ,	-	8,422,002		8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002
95 Payments to Juvenile Justice Alt Ed Program	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000
97 Tax Increment Financing		-												-		-		-	
99 Other Intergovernmental Charges	2,963,095	-	2,963,095		2,963,095		2,963,095		2,963,095		2,963,095		2,963,095	-	2,963,095	-	2,963,095	-	2,963,095
Total Budgeted Expenditures	\$846,826,030	50,721,108	\$897,547,138		\$897,547,138		\$897,547,138	110,650	\$897,657,788		\$897,657,788	\$	897,657,788	\$ - \$	897,657,788	\$ 5,116,244 \$	902,774,032 \$	7,258,161 \$	910,032,193
Total Deficit	\$ (45,322,341)	(50,721,108)	\$ (96,043,449)	1	\$ (96,043,449)		\$ (96,043,449)	(110,650)	\$ (96,154,099)	11,083,672	\$ (85,070,427)	\$	(85,070,427)	\$ - \$	(85,070,427)	\$ 34,764 \$	(85,035,663)	(7,258,161) \$	(92,293,824
Beginning Fund Balance (Audited)	401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275
Fund Balance - Ending (Unaudited)	\$356.352.934	(CEO 704 400)	£205 C24 02C		\$305,631,826		\$305.631.826	(0.4.4.0.000)	\$305.521.176		\$316,604,848		\$316.604.848		\$316.604.848	\$34.764	\$316.639.612	(\$7.258.161)	\$309,381,451

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE CARRYOVER AND AMENDED SET-ASIDE AMOUNTS FOR SHARED SERVICES AGREEMENT FOR THE PROVISION OF EQUITABLE SERVICES TO PARTICIPATING PRIVATE NONPROFIT SCHOOLS THAT SERVE ECONOMICALLY DISADVANTAGED CHILDREN WHO RESIDE IN THE FORT WORTH ISD ATTENDANCE AREA

#### **BACKGROUND:**

Texas Education Agency (TEA) requires Local Education Agencies (LEAs) to ensure that the unobligated set aside funds from the previous school year remain available as carryover through the provision of equitable services to private nonprofit schools through the Shared Service Agreement. Additionally, the update to amend the original requested set aside amount during August 22, 2023 board meeting.

The Shared Services Agreement will service participating nonprofit schools that serve economically disadvantaged children residing in FWISD as required by law, under [Every Student Succeeds Act, section 1117 (20 U.S. Code 6320)]. Neither carryover nor amended set-aside amount will change the Shared Service agreement approved during August 22, 2023 board meeting.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

- 1. Approve carryover and amended set aside amounts for shared services agreement for the provision of equitable services to participating private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area
- 2. Decline to Approve carryover and amended set aside amounts for shared services agreement for the provision of equitable services to participating 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 carryover and amended set aside amounts for shared services agreement for the provision of equitable services to participating private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

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

Special Revenue 211 11 6239 510

255 21 6239 528 266 21 6239 590

#### **COST**:

2022-2023 Required Carryover NOT TO EXCEED:

Title I, Part A	\$319,590	211 11 6239 510
Title II, Part A	\$28,765	255 21 6239 528
Title III, Part A	\$45,656	266 21 6239 590

\$394,011

2023-2024 Amended Required Set-aside NOT TO EXCEED:

Title I, Part A	\$373,658	211 11 6239 510
Title II, Part A	\$167,376	255 21 6239 528
Title III, Part A	\$828	266 21 6239 590

\$541,862

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

**Education Service Center Region 11** 

#### **PURCHASING MECHANISM:**

Not a Purchase

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

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

#### **RATIONALE**:

As a local education agency (LEA), Fort Worth ISD is required by law to provide carry and set aside funds for equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area under [Every Student Succeeds Act, ESEA, section 1117 (20 U.S. Code 6320)].

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

# CONSENT AGENDA ITEM BOARD MEETING

May 28, 2024

**TOPIC:** RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES TO ESTABLISH THE NORTH SIDE HIGH SCHOOL

**SCHOLARSHIP FUND** 

#### **BACKGROUND:**

In 1983, the Fort Worth Independent School District received \$151,500.00 from the proceeds of the sale of a painting by Mr. Oscar Berninghaus to establish the North Side High School Scholarship account ("Account"). An additional contribution of \$150,000.00 to the Account was received in March 1993 from Charles Wollner, bringing the value of the Account to a total of \$301,500.00.

Since that time, the scholarship account has been managed by the Division of Business and Finance, specifically the Financial Services Department, and North Side High School has awarded several scholarships over the years from this account. At the request of North Side High School alumni, in conjunction with the support of the current principal, the District would like to place an additional condition on these funds that the Account maintain the amount of the original contributions of \$301,500.00, in the Account and utilize only the interest earned to award any annual North Side High School scholarship(s), subject to a 2% annual set-aside to continue to grow the corpus. As of March 30, 2024, there was \$322,230.36, in the Account.

An additional requirement requested is that this resolution will not be rescinded by the Board without a two-thirds majority of the District Board of Trustees.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

- 1. Approve Resolution of the Fort Worth Independent School District Board of Trustees to Establish the North Side High School Scholarship Fund
- 2. Decline to Resolution of the Fort Worth Independent School District Board of Trustees to Establish the North Side High School Scholarship Fund
- 3. Remand to Staff for Further Study

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

Approve Resolution of the Fort Worth Independent School District Board of Trustees to Establish the North Side High School Scholarship Fund

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

No Cost		
<u>COST</u> :		
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**:

This resolution would, in effect, endow these monies for scholarships for future generations of students for North Side High School.

# **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

# RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES TO ESTABLISH THE NORTH SIDE HIGH SCHOOL SCHOLARSHIP FUND

This Resolution to establish the North Side High School Scholarship Fund ("Fund") is effective as of the date of execution below by 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" or "FWISD").

**WHEREAS**, in the 1983 school year the District received \$151,500.00 from the proceeds of the sale of a painting by Mr. Oscar Berninghaus to establish the North Side High School Scholarship account ("Account"); and

**WHEREAS**, an additional contribution of \$150,000.00 to the Account was received in March 1993 from Charles Wollner; and

**WHEREAS**, the Account has been managed by the District Financial Services Department since 1993, and North Side High School has awarded several scholarships over the years from the Account; and

**WHEREAS**, the District has maintained the Account in an activity fund account in accordance with the District's policies and procedures related to these types of funds; and

**WHEREAS**, the District placed an additional condition on these funds such that the Account maintains the combined amounts of the contributions of \$301,500.00 in the Account and utilizes the interest only to award annual scholarships; and

WHEREAS, the District acknowledges that as of March 30, 2024, there was \$322,230.36, in the Account; and

**WHEREAS**, these scholarships have been awarded in accordance with the North Side High School's scholarship process, hereby attached and incorporated into this Agreement as Attachment A; and

**WHEREAS**, the District desires for the corpus of the Account comprised of the two original contributions to be, in effect, endowed and only the interest earned be utilized to provide for annual scholarships, subject to a 2% annual set-aside, if earned, to continue to grow the corpus.

**NOW, THEREFORE, BE IT RESOLVED** by the Fort Worth Independent School District Board of Trustees that the North Side High School Scholarship Fund be established and be managed by the District, as follows:

- 1. The District will manage the North Side High School Scholarship Fund in accordance with the District's policies and procedures related to these types of funds;
- 2. The District will seek to maximize the investment return on these funds by managing them as a separate investment and investing it to match the scholarship cycle of the high school;
- 3. The District will retain a minimum of 2% of the earned interest in the corpus of the fund on an annual basis;
- 4. On or about April 30<sup>th</sup> of each fiscal year, the District's Financial Services Department will provide an annual accounting to North Side High School advising the campus of the scholarship monies available for that Spring award period.

**BE IT FURTHER RESOLVED** that this resolution will not be rescinded by the Board without a two-thirds majority of the District Board of Trustees.

Adopted and executed this 28th day of May, 2024 by the Fort Worth Independent School District Board of Trustees.

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

ST:	DR. CAMILLE RODRIGUEZ President Board of Trustees Fort Worth Independent School District
ANAEL LUEBANOS Secretary	

#### ATTACHMENT A



# North Side High Berninghaus-Wollner Scholarship Selection Process

- 1. Application process opens online through the North Side High Legacy Foundation's "One application-12 Scholarships"
- 2. Once application closes applicants are sent to the various scholarship committees. The NSHBWS committee will receive packets ranging between 35-71 applicants to review.
- 3. Once committee reviews applications, they are to pick six applicants for the interview portion of the selection process.
- 4. Interviews are held on a Saturday at North Side High School with all committees interviewing their selected candidates.
- 5. Once interviews are completed the committees are to select their recipient of their scholarship with one back up in case there is a tie.
- 6. Once winners are selected, the committees are to notify their winner(s) by Monday after the Saturday interviews.

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN

FORT WORTH INDEPENDENT SCHOOL DISTRICT AND OKLAHOMA

STATE UNIVERSITY EDUCATOR PREPARATION PROGRAM

#### **BACKGROUND:**

This Memorandum of Understanding (MOU) explains the collaboration between the Fort Worth Independent School District (District) and Oklahoma State University's Educator Preparation Program (EPP). The request is to define the partnership between the University and the District to focus on the improvement of educator preparation. Fort Worth Independent School District will serve as a host District for Clinical Teachers from Oklahoma State University. The partnership will begin July 1, 2024, and the agreement terminates on December 31, 2024.

#### **STRATEGIC GOAL:**

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

#### **ALTERNATIVES:**

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Oklahoma State University Educator Preparation Program
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Oklahoma State University Educator Preparation Program
- 3. Remand to Staff for Further Study

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

Approve Memorandum of Understanding Between Fort Worth Independent School District and Oklahoma State University Educator Preparation Program

**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:

Selected campuses across the District will host clinical teachers.

# **RATIONALE**:

Approval of this MOU will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program. The partnership could serve as a teacher pipeline as well.

# **INFORMATION SOURCE:**

Woodrow Bailey III, Chief Talent Officer, Talent Management

Memorandum of Understanding
between
OKLAHOMA STATE UNIVERSITY
OFFICE OF EDUCATOR SUPPORT
and the
Fort Worth Independent School District
for
FIELD CLINICAL EXPERIENCES

This Memorandum of Understanding ("MOU" or "Agreement") made and entered into this day of July 1, 2024, by and between the Oklahoma State University Office of Educator Support, the party of the first part, hereinafter referred to as ("OSU OES") 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, the party of the second part, hereinafter referred to as ("FORT WORTH INDEPENDENT SCHOOL DISTRICT") or ("District"). Oklahoma State University students participating in an approved OSU OES field or clinical experience course will be referred to as OSU OES candidates.

#### **SECTION 1**

- 1.1 The District agrees to provide the authorization, supervision, and instruction of OSU OES candidates completing the field and clinical experiences component of the teacher preparation program. This would include activities such as: (a) observation; (b) teacher job-shadowing; (c) student teaching; (d) advanced certification internships/practicum; and (e) other activities as approved by both the OSU OES and the District.
- 1.2 OSU OES requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU OES will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require the District to accept that OSU OES candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem-solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals.
- 1.3 The OSU OES will provide the appropriate forms, collect the fees, and provide the information to the District. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

#### **SECTION 2**

2.1 The District agrees to accept OSU OES candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. The District further agrees the cooperating certified staff will give direct supervision to the OSU OES candidates assigned and will work with a faculty member assigned by the OSU OES in directing and evaluating the field or clinical experience.

#### **SECTION 3**

- 3.1 The OSU OES agrees to award *Certificates of Professional Development* (CPD) to certified District staff who supervise OSU OES candidates. Each cooperating certified staff member who supervises a student teacher for twelve (12) weeks will receive a three-hour CPD. For each 360 hours of clinical observations, a one-hour CPD will be awarded to the District. This certificate provides a tuition waiver for the continuing professional development of certified staff members.
- 3.2 Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the certificate to another certified and contracted District staff member with the approval of the Superintendent or designee. Certificates cannot be sold. If a certified staff member chooses not to redeem the certificate, it must be redeemed by another certified staff member of the District following all OSU OES and District procedures. The donating certified staff member (or superintendent-approved District administrator with documentation of donation), the certificate recipient, and the superintendent must sign the certificate in order to complete the transfer.
- 3.3 Certificates must be used during the semester in which coursework is completed and will expire after eighteen (18) months. Lost CPDs cannot be replaced. No more than six (6) hours of certificates may be redeemed by any one person during a semester or summer session. Certificates can only be used to pay for resident, correspondence, or extension courses.

#### **SECTION 4**

- 4.1 OSU OES agrees to provide or arrange for non-credit staff development training related to supervision for those teachers desiring to serve as supervisors of teacher candidates and other clinical experiences. All instructors (tenure-track faculty, adjunct faculty, visiting faculty, and graduate teaching assistants or associates) are required to complete FERPA training. As part of our national accreditation, we are required to teach and assess the professional dispositions of our candidates throughout their coursework. Remediation is provided for any candidate receiving a low score on any element in each course.
- 4.2 All OSU candidates are protected under FERPA. Mentor teachers with concerns about a candidate should communicate with their own administrator/principal and/or Dr. Kathy Thomas in the OSU OES for elementary candidates or Mr. Rodney Nichols for secondary candidates.

#### **SECTION 5**

5.1 All field experience forms will be initially processed for each course and each semester through the OSU OES Field and Clinical Experiences office. Forms processed by the OSU OES will be given to the designated District personnel for further processing and site placement.

#### **SECTION 6**

6.1 OSU OES agrees to provide the District a report of the year's activities with field and clinical experiences including the schools involved, the various experiences and activities that occurred, and the number of CPDs and hours awarded to District teachers and the District.

#### **SECTION 7**

7.1 All OSU employees are covered by professional insurance for their actions performed within the scope of their employment but the university is prohibited from indemnifying a third party (candidates). Therefore, OSU advises all candidates to purchase professional liability insurance through a professional organization. Candidates placed in the District for clinical practice will be advised that they must show proof of liability insurance when requested. OSU will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives, or agents of the District.

#### **SECTION 8**

- 8.1 This Agreement will be effective from the date of signing and shall terminate on 31 December 2024 ("Initial Term") unless earlier terminated under the terms of this MOU. This Agreement may be modified or extended at any time by mutual written consent of both Parties.
- 8.2 This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

#### **SECTION 9**

9.1 OSU hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), OSU 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.

- 9.2 Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- 9.3 Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- 9.4 Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

#### To District:

Fort Worth Independent School District Attn: [] Woodrow Bailey 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 OSU:

[Office of Educator Support] [Dr. Kathy Thomas] [329 Willard Hall] [Stillwater, OK 74078]

- 9.5 Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and OSU that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- 9.6 Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.

- 9.7 Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
- 9.8 Amendments. Any change to this MOU must be in writing and signed by both Parties.
- 9.9 Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- 9.10 Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
- 9.11 Public Records. OSU understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to OSU but assumes no other responsibility.
- 9.12 Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 9.13 Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
- 9.14 No Third-Party Beneficiary. This agreement is made solely between OSU and 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 OSU and District and may not be assigned or transferred to any third party without the prior written consent of both Parties.

#### **SECTION 10**

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

By:	By:
Senior Director, Office of Educator Support	

College of Education and Human Sciences, OSU
Date: \_\_\_\_03-25-2024\_\_\_\_

Fort Worth Independent School District
Date: \_\_\_\_\_

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY

CONTRACT AMENDMENT BUDGET INCREASE FOR THE 2023-2024

ADULT EDUCATION PROGRAM

#### **BACKGROUND:**

For the 2023-2024 school year, Workforce Solutions of Tarrant County awarded a \$2,045,024.90 grant from the Texas Workforce Commission (TWC) to the FWISD Adult Education and Literacy Program. Subsequently, an additional \$7,000.00 was approved to fund a one-time performance incentive stipend of \$500.00 for 14 Adult Education part-time instructors who have achieved the highest percentage of Adult Education & Literacy (AEL) students obtaining a Measurable Skills Gain by May 31, 2024. The stipends will be paid through a stated nomination process that includes back-up documentation.

#### **STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

#### **ALTERNATIVES:**

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

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Workforce Solutions of Tarrant County Contract Amendment Budget Increase for the 2023-2024 Adult Education Program

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:

Adult Education Locations Throughout Tarrant County

# **RATIONALE**:

The additional funding is used to incentivize instructors to ensure students meet the AEL performance measurements through academic skills gain by June 30, 2024.

# **INFORMATION SOURCE:**

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 23-SPC-AEL-004

CONTRACT TYPE: Cost Reimbursement

**FUNDING SOURCE:** 

Adult Education and Literacy

CONTRACT PERIOD:

From July 1, 2023

June 30, 2024

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

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

Adult Education and Literacy Funds Awarded

\$2,045,024.90

**Total Contract Amount** 

\$2,045,024.90

This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

Workfo	rce Solutions for Tarrant County	Contractor:	Fort Worth Independent School District		
Address:	1320 S. University Drive, Suite 600	Business Address:	100 N. University, Ste. SW203 Fort Worth, TX 76107		
City:	Fort Worth, Texas 76107	Mailing Address:	100 N. University, Ste. SW203 Fort Worth, TX 76107		
Contact:	Ms. Jauneen Maldonado	Contact:	Ms. Nydia Lewis		
Phone:	817-804-4225	Phone:	817-815-7759		
Fax:	817-222-6323	Fax:	3 Alexander and Author and Amelia Conference (Amelia Angle Amenganeses, agranded and Amelia A		
E-Mail:	jauneen.maldonado@workforcesolutions.net	E-Mail:	nydia.lewis@fwisd.org		

The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

Table of Contents

Part A - General Contract Terms

Part B - Contract Budget and Budget Back-Up

Part C - Statement of Work

Part D - Contract Attachments

Fort Worth Independent School District Contract No.: 23-SPC-AEL-004

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

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

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

#### APPROVED:

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD	FORT WORTH INDEPENDENT SCHOOL DISTRICT	
Aly M Remald	Unkumsey"	93
Judy McDonald Executive Director	Dr. Angelica Ramsey Superintendent Fort Worth ISD	8/1/2
Date: 8 36 2023	Date: Aug 23, 2023	

# PART A GENERAL CONTRACT TERMS

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

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

#### Contract No. 23-SPC-AEL-004

#### **SECTION 1 - PARTIES TO CONTRACT**

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

#### **SECTION 2 - CONTRACT PERIOD**

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

#### **SECTION 3 - CONTRACT FUNDING**

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

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

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

#### **SECTION 4 - LEGAL AUTHORITY**

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

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

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

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

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

#### **SECTION 6 - BOARD PERFORMANCE**

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

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

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

#### SECTION 7 - CONTRACTOR PERFORMANCE

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

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

#### SECTION 8 - INDEPENDENT CONTRACTOR

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

#### **SECTION 9 - CONTRACT LIABILITIES**

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

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

#### **SECTION 10 - FISCAL ADMINISTRATION**

#### 10.1 Availability of Funds

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

#### 10.2 Financial Management Requirements

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

#### 10.3 Limitation on Liability

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

#### 10.4 Expenditure Rates/De-obligation of Funding

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

#### **SECTION 11 - ADMINISTRATIVE REQUIREMENTS**

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

#### **SECTION 12 - REPORTING REQUIREMENTS**

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

#### SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

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

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

#### SECTION 14 - CHANGES AND AMENDMENTS

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

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

#### SECTION 15 - SUBCONTRACTS

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

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

#### SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.
  - Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.
- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.
- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.
  - The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.
- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a

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

#### **SECTION 17 - PROPERTY**

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.
  - The Property Control Officer, in accordance with TWC's <u>Financial Manual for Grants and Contracts</u>, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.
- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

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

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

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

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

- requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.
- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

#### **SECTION 18**

This section is left blank intentionally.

#### SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 192 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 193 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.
  - In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.
- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.
  - If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

#### SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.
- 20.3 An Incident Report regarding such an act must be submitted to:

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

- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.
- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.
- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:
  - 20.6.1 Further investigation;
  - 20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
  - 20.6.3 Other corrective action, as may be appropriate.
- 20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

#### **SECTION 21 - PREVENTION OF CONFLICTING INTERESTS**

#### 21.1 Standards of Conduct

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

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

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

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.
- 21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and
- 21.13 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

#### 21.2 Disclosures.

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

- 21.2.1 Matters Subject to Disclosure:
  - A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position,
  - b A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
  - c. The existence of any conflict of interest and any appearance of a conflict of interest.
- 21.2.2 Content of Disclosure Contractor's written disclosures shall contain the following:
  - a. Information describing the conflict of interest; and
  - b Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.
- 21.1.3 Frequency of Disclosure Contractor's disclosures of conflicts to the Board shall be made:
  - a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
  - b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section, and
  - At least annually that no conflict of interest and no appearance of a conflict of interest exists.
- 21.1.4 Matters Not Subject to Disclosure This provision does not apply to:
  - a. A financial transaction performed in the course of a contract with the Board; or
  - A transaction or benefit that is made available to the general public under the same terms and conditions.
- 21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:
  - (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board

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

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

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

#### SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

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

#### SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
  - 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
  - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
  - 23.1.4 The Age Discrimination Act of 1975, as amended;
  - 23.1.5 The Americans with Disabilities Act, as amended;
  - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
  - 23 1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23 3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

#### **SECTION 24 - NON-ASSIGNMENT**

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

#### **SECTION 25 - TERMINATION OF CONTRACT**

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

#### SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
  - · temporary withholding of payments,
  - disallowance of costs.
  - whole or partial suspension,
  - · withholding of further awards or
  - · other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

#### 26.3 Performance Sanctions

- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

#### 26.4 Financial Related

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC <u>Financial Manual for Grants and Contracts</u>

  The Board may unilaterally change the method or payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC <u>Financial Manual for Grants and Contracts</u>, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall

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

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

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

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

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

- assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

#### SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

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

#### **SECTION 29 - DEBARMENT CLAUSE**

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

#### **SECTION 30 - DRUG FREE WORKPLACE**

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

#### SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

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

employees who are on official business incidental to a contract.

#### SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

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

#### **SECTION 33 - DEFINTITION OF TERMS**

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

#### SECTION 34 - PROGRAM INCOME

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

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

#### SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

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

#### **SECTION 36 - MAINTENANCE OF EFFORT**

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

#### **SECTION 37 - COMPLAINTS**

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

#### **SECTION 38 - BONDING AND INSURANCE**

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

#### 38.1 Contractor Bonding Requirements

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

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

#### 38.2 Contractor Insurance Requirements

#### 38.2.1 General and Professional Liability Insurance

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

#### 38.2.2 Fire and Extended Coverage Insurance

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

#### 38.2.3 Public Liability and Property Damage Insurance

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

#### 38.2.4 Workers Compensation Insurance

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

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

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

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

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

#### **SECTION 39 - GENERAL PROVISIONS**

#### 39.1 Employment Preference

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

#### 39.2 Environmental Compliance

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

#### 39.3 Force Majeure

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

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

#### 39.4 Rights to Appeal

- 39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.
- 39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.
- 39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the

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

- 39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.
- 39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

#### 39.5 Law of the Contract

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

#### 39.6 Severability

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

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

#### 39.7 Order of Precedence

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

First:

All applicable Statutes and Regulations shall prevail over the Contract; then

Second:

Part A-General Contract Terms (excluding Statement of Work and any parts, and any other

attachments to this contract: then

Third:

Part B - Line-Item Budget and Budget Back-Up; then

Fourth:

Part C - Statement of Work; then

Fifth:

Part D - Any other part attached or incorporated by reference to the Contract in the order so

cited in the Table of Contents to the Contract; then finally,

Finally:

Other attachments of the Contract

#### 39.8 Notification

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

Board.

Tarrant County Local Workforce Development Board

1320 S. University Drive, Suite 600 Fort Worth, Texas 76107-5780

Contractor:

Fort Worth Independent School District

5701 Meadowbrook Drive

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TOIL VIVIAL IN /OILE	Fort V	Vorth.	TX 7	6112	
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#### Section 40 - Other Conditions of The Award

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

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

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

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

#### APPROVED:

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Judy McDonald Executive Director

Date:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

white

Dr. Angelica Ramsey Superintendent Fort Worth ISD

Date: Aug 23, 2023

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**4**\**8**/1/23

## PART B LINE ITEM BUDGET

#### Workforce Solutions for Tarrant County AEL Grant

#### PY 23 Sub-Contract Budget

Sub-	Contr	actor	Name:

Fort Worth ISD

(A)	(B) Program	(C)	(D) (B + C)
	Management and	Education	Total
COST CATEGORY/LINE ITEM  1. PERSONNEL - 6100	Operations	Services	Budget
Salaries			
The state of the s	519,958.40		519,958.40
Fringe Benefits # 12.072% of Salaries Pooled Staff Wages	71,219.78	000 000	71,219.78
Pooled Staff Fringe		908,681.42	908,681.42
Other (Specify) Professional Development		100,000.00	100,000.00
Personnel Subtatal		35,510.50	35,510.50
	591,378.18	1,044,191.92	1,635,370.10
II. Professional and Contracted Services - 6200			
Professional Services			·
Partner Services		***************************************	
Other Services - FWISD Maintenance/Printing	7,200.00		7,200.00
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Mobile Phone/Wireless Services	60,000.00	-	60,000.00
Rent/Lease (Xerox/Pods)	13,500.00	Marie Commission of the Commis	13,500.00
Professional and Contracted Services Subtotal	80,700.00	*	20,700.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	3,600.00	117,024.80	120,624.80
Postage			
Printing under 6200			
Computer Hardware		41,870.00	41,870.00
Testing Materials		20,000.00	20,000.00
Software Purchases	**************************************	106,985.00	106,985.00
Software Usage Fees		······································	deda
Other - (Specify) - Fuel for program van	900.00		900.00
Other - (Specify) - Furniture - file cabinets, chairs, etc.	3,500.00	1,000.00	4,500.00
Operations Subtatal	8,000.00	286,879.80	294,879.80
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	20,075.00	12,800.00	32,875.00
Indirect Costs			appear Salarabana processor anno 1989 (1984)
Other Operating Expenses Subtotal	21,275.00	12,800.00	34,075.00
GRAND TOTAL	701,153.18	1,343,871.72	2,045,024.90

#### FWISD 2023-2024 Allocation

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

## Workforze Solutions for Tarrant County AEL Grant Fund Sourze Allocation Worksheet

	· Carrier of the carr						9	A CONTRACTOR NAMED IN	CC3 - (22)	CONCRISON Services Fund Source Allocation	
	AEL		8	Ī		AEL			£	Perf	
Soit Catemory / Line Item	Combined	ElCreix	2	Penery	Total	Cembined	7	ELCivics		BESENS	Total
I. PERSONNEL - 6100											
Personnel Subtotor	591.27E.16		H	H	571.172.16		79,202.42	215,460,00	N,588.50		1,004,191.92
H.Professional and Contracted Service	00.5-E		·								
1. G249 Maringmentor	1,200.00			-	200027	L	r				
2 6256 Trupbile	60,000.00		L	L	60,000,00						
3 6264 Aprox	6,500 00				6,500 00						
4 4267 come of Aucts	7,000.00			H	7,000 OE						
5 6299 Contract Services/Francing	6,006.00			_	6,100.00		-				
Professional and Contracted Substated	90,709.00			-	80° 700.00		<u></u>				
1 Chi fad	888	-	-	-			ľ				
1 6311 Fact	88		1	1	8000		1				
2 6399 Supplier/Adotement	3,600 80		1	+	3,600 00	٦	33,000,00			14,024 80	47,024.80
S 532/4329 Trethouls & Aceding Adeleriols			1	-		S	\$0,000,00			20,000 00	76,000,00
4 6329 Software Lecenters			-	-		6	97,345.00	9.400.00			106,965.00
5 6339 Test Macemeds			1	1		2	20,000,00				20,000,00
6 6796 Tochnology						×	26,870 00			15,000.00	41,870,00
7 GTM Furniture	3,500,00				3,500.00		1,000,00				1,000.00
Operations Subtonsi	2,000,00		-	-	1,000.00	22	228,255,00	9,608.00		49,804.RD	200,079,003
V. Other Operating Eugenses - 6400							_				
1 6411 ONAR Shiff Androgo Rembersement	1,700.00		-		1.200.00		_				
2 6411 Traveri	20,000,00		_		20,000,00	11.	12,380.00				12,380,00
3 death Ones	23.00			-	73.00		470 00				CO 007
4 eritter fam lägen nærne											
S. grifts had lizze report							_				
Other Operating Expenses Subtotal	21.275.00			_	21.275.00	77	12,880.60		٠	,	12,408.00
(ARA)	30. 55. 50.		-								
TOTAL	701,153,18			₹	701.153.18	1.034.3	26.42	1.034.336.42 225.000.00	25 610 55	35 510 50 49 004 BN 1 242 E71 77	_

# WORKFORCE SOLUTIONS

Salary Detail

Contractor Name: Fort Worth 150

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North							=(0×£×6)
Hourty   Hourts   Hourt   Hourts   Ho	Category /				Number		Total Amount
Technical Title   Perition Title   Perition Title     1			incombent	Hourty	of Hours	Number	Charmed
Director   Level, knydis   47.13     Jurector   Level, knydis   47.13     Administrative Assistant   Portales, Mayra   26.90     Administrative Assistant   Portales, Mayra   26.90     Coordinator, Obasiky Assurance   Whistonant, Ananda   36.08     Coordinator, Obasiky Assurance   Whistonant, Ananda   36.08     Cethician - TEAMS   Henton, Particle   13.49     Techincian - TEAMS   Montes, Lesile   13.49     Techincian - TEAMS   Wordorce Integration   Wacant   19.49     Techincian - TEAMS   Wordorce Integration   Wacant   Wacant   19.49     Techincian - TEAMS   Wacant   19.49     Techincian - TEAMS   Wordorce Integration   Wacant   Wacant   19.49     Techincian - TEAMS   Wordorce Integration   19.49     Te		Position Title	Last Name, First withd	Rate	Per Week	of Weeks	to Contract
Director   Director   Director   1							
Director   Director   1	בנו שני	magement and Operations					
Administrative Assistant   Portales, Mayra   26 90	-	Director	Lewis, Nydia	47.13	64	48	90,489.60
3 Coordinator, Quality Assurance   Whisonant, Annanda   35.08     4 Coordinator, PD   Silver Rodriguez, Carmen   34.05     5 Career Pathway Navigator   Hentoor Patrice   35.08     6 Ceter Pathway Navigator   Hentoor Patrice   31.95     7 Technician - TEAMS   Mandro, Carmen   19.49     8 Technician - TEAMS   Wontez, Lesile   13.49     9 Technician - TEAMS   Wontez, Lesile   19.49     10 Specialist Wondorce Integration   Vacant   19.49     12 Warefouse   Vacant   19.49     12 Warefouse   Vacant   19.49     13 Mecaptionist   Vacant   19.49     14 Mecaptionist   Vacant   19.49     15 Career Navigator   Vacant   19.49     16 Career Navigator   Vacant   19.49     16 Career Navigator   19.49   19.49     17 Tegen navigator   19.49   19.49     18	2	Administrative Assistant	Portales, Mayra	26 90	\$	87	51.648.00
A Coordinator, PD   Siver Rodriguez, Carmen   38 05	E .	Coordinator, Quality Assurance	Whisonant, Amanda	36.08	<del>4</del>	48	69,273.60
5 Career Pathway Navigator         Henton, Patroc         36.08           6 Technician - TEAMS         Maldonado, Jose Angel         21.95           9 Technician - TEAMS         Dazi Navarro, Carmen         19.49           9 Technician - TEAMS         Vacant         19.49           10 Specualist Wondorce Integration         Vacant         26.82           11 Receptionist         Vacant         8.29           12 Warehouse         Vacant         8.29           12 Warehouse         Vacant         10.00           12 Warehouse         Vacant         10.00           1 Career Navigator         Johnson, Franke         35.00           2 Teacher Facilitators         37 TF @ an average 5315 (13,655)         35.00           3 Teachers         90 @ an average 5210 (18,900)         35.00           5         Anther Strates Subrotal         10.00           12         11.1         11.1           12         12         12           13         14         14           14         15         14           15         15         15           16         15         16           17         16         17           18         17         18	4	Coordinator, PD	Silver Rodriguez, Carmen	38.05	<del>\$</del>	83	73.056.00
Carchinician - TEAMS	S		Henton, Patrice	36.08	40	84	69.273.60
Technician - TEAMS   Montez, Leslie   19.49	9	Technician - TEAMS	Maldonado, Jose Angel	21.95	94	48	42,144.00
Security   Pacint   19.49	7	Technician - TEAMS	Montez, Lesire	19.49	\$	48	37.420.80
Specialist Worldorce Integration   Vacant   19.49   10.50   11. Receptionist   Vacant   26.82   11. Receptionist   Vacant   26.82   11. Receptionist   Vacant   26.82   12. Warehouse   Vacant   20.00   12. Warehouse   Vacant   20.00   13.00   13.00   13.00   14. Warehouse   Vacant   20.00   2	8	Technician - TEAMS	Diaz Navarro, Carmen	19.49	\$	48	37.420.80
10 Specialist Workdonce Integration     Vacant     26.82       11 Receptionist     Vacant     8 29       12 Wavehouse     Vacant     10.00       12 Wavehouse     10.00       12 Wavehouse     10.00       3 Eacher Facilisator     37 TF @ an average \$315 (11,655)     35.00       3 Teacher Facilisator     37 TF @ an average \$315 (11,655)     35.00       4     4       5     6       6     6       7     9       8     9       9     9       10     12       12     12       13     13       14     12       15     12       16     12       17     12       18     12       18     12       18     12       19     12       10     12       11     12       12     13       13     14       14     15       15     15       16     16       17     17       18     18       19     19       10     10       11     10       12     10       13     1		Technician - TEAMS	Vacant	19.49	40	87	37,420.80
11 Receptionist     Vacant     8 29       12 Warehouse     Vacant     30 00       ram M & O Subtortal     30 00     35.00       ation Services     37 TF @ an average \$315 (11,655)     35.00       1 Career Navigator     37 TF @ an average \$210 (18,900)     35.00       4     4       5     6       6     6       7     7       8     8       9     8       10     8       12     8       13     12       12     13       13     13       14     14       15     15       16     16       17     17       18     18       19     19       10     10       11     10       12     10       13     10       14     10       15     10       16     10       17     10       18     10       19     10       10     10       11     10       12     10       13     10       14     10       15     10       16     10		egration	Vacant	26.82	\$	3	51.494.40
12   Wavehouse   Vacant   10 00			Vacant	8.79	\$	87	15.916.80
ation Services  1 Career Navigator 2 Teacher Facilitators 3 Teachers 4	121	Warehouse	Vacant	20.00	30	\$	14,400,00
### Services  1 Career Navigator 2 Teacher Facilitators 3 Teachers 4	Program M &	i O Subtotal					589.958.40
### Solution Services    Career Navigator							
1 Career Navigator     Johnson, Franke       2 Teacher Facilitators     37 TF @ an average \$315 (11,655)       3 Teachers     90 @ an average \$210 (18,900)       4     6       5     6       6     7       8     9       9     9       10     11       12     12       13     12       13     12       14     12       15     12       16     12       17     12       18     12       10     12       11     12       12     13       13     14       14     15       15     16       16     17       17     12       18     12       18     14       19     15       10     16       11     17       12     18       13     18       14     18       15     18       16     18       17     18       18     19       19     10       10     10       11     10       12     10 <t< td=""><td>Education Se</td><td>svices</td><td></td><td></td><td></td><td></td><td></td></t<>	Education Se	svices					
2 Teacher Facilitators 37 FE @ an average \$315 (11,655) 3 Teachers 90 @ an average \$315 (11,655) 4 5 6 6 7 7 8 9 10 11 12 13 tion Services Subtotal	Ŧ	Jameer Mavigator	Johnson, Frankie	35.00	82	48	33,600.00
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F.D.	ducation Se	rvices Subtotal					1,225,245.00
	otal						1 815 203 40
							and the same of th

### Tarrant County Workforce Development Board Facility Cost Worksheet

A.		eral Information What facility are	you proposi	ng to charge the I	Board for?	
		Address:	N/A			vanstaaning geprovins on ministrating
		Description:				
	2.	ts this facility ow	ned by your	organization or le	ased?	ovillanethousikuistavalistiteerina
		Owned	a	Leased	a	
	3.	Will the Board fu	nded Progra	m be the only pro	gram operated in this facility?	
		Yes	a	No	a	
**					lity, please complete the section	
-	ir yo	ur organization of	WINS TAILS TAICE	iity, turtner discu	ssion with the Board will be nee	ded.
<b>B</b> .		eed Facilities Info What is the total How much o	square foot	age of this facility used for this Boa		
		•		sq. ft to	tal facility	
				sq. ft to	tal used for Board Program	
	2.	What is your orga	anizations to	tal monthly least	cost for this facility?	
		•	\$	per monti	n	
	3.	How much do yo	u propose to	charge the Boar	d for using this facility?	
			<u> </u>	per monti	1	
	4.	What services ar	e included in	the lease cost (	e janitorial, utilities, etc)?	
		•	MARIO SCOTT LA TOTO POR STATE DE LA TRANSPORTA DE LA			
	5	How have you an	rived at the a	amount to charge	the Board?	
	6	is there any other	information	about this facility	or these charges you need to pro	ovide?
		-		136		

#### **AEL Subcontract - Budget Narrative**

Sub-Contractor Name: Fort Worth ISD

Category Line Item	Description	Amount
carefort   case stem	indocult the state of the state	Amount

#### **Program Management and Operations**

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

Sub-Contractor Name:	Fort Worth ISD

Category   Line Item Name	Description	Amount
		<del></del>

#### **Education Services**

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

#### FWISD 2023-2024 STATEMENT OF WORK

#### A. Program Design/Planning Summary

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

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

Total Number of Students Served 1680

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### B. Program Objectives

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

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

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

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

# C. Organization Capability/Demonstrated Effectiveness

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. Financial Management/Cost Effectiveness
  - 1. How do you monitor those costs are reasonable, necessary, and allowable?

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

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

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

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

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

The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines.

This responsibility is supported by staff in G&D. Budget

This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services. All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200- Subpart E), the grant application program assurances, the granting agency1s policies, and the district policies and procedures. District costs generally fall under two major categories:

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

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

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information.

Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district1S Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

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

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

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

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

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

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# PART D CONTRACT ATTACHMENTS

### **CERTIFICATIONS**

### Lobbying

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

### The undersigned certifies that:

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

# Debarment, Suspension, and Other Responsibility Matters

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

The undersigned certifies that neither it nor its principals:

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

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Fort Worth Independent School District Contract No.: 23-SPC-AEL-004

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

### Prohibition Against Employment of Undocumented Workers

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

- The undersigned certifies that it shall establish and implement reasonable internal program
  management procedures sufficient to ensure its compliance with Texas Government Code 2264051
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with
  or having an interest in the programs provided by this grant award regarding the unlawful
  employment of undocumented workers and of the penalties that the subcontractors will incur if
  convicted of the unlawful employment of undocumented workers.

### Drug-Free Workplace

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

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

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

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

### Certification

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

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

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

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

	Minkumsy	Aug 23, 2023
93	Signature	Date
<b>4 A</b> 8/1/23	<u>Dr. Angelica Ramsey, Superintender</u> Typed or Printed Name and Title of	
	Fort Worth I.S.D. Organization	
	100 N. University Dr. SW 203 Address	and a street of the second
	Fort Worth, Texas 76107 City, State, Zip Code	



# Tarrant County Workforce Development Board Contract Amendment No. 1

**Program Contract No.:** 

23-SPC-AEL-004

**Contract Period:** 

July 1, 2023 thru June 30, 2024

**Contractor Name:** 

Fort Worth Independent School District

# **Reason for the Amendment:**

To issue additional funding to be used for a one-time stipend payable to Instructors for acknowledgement of Measurable Skills Gain performance attainment at a rate of \$500 per Instructor. All stipends will be paid through a nomination process with backup documentation as outlined in the process and all funds must be expended by June 1, 2024. Expenditures for this stipend must be reported as a separate line item on monthly reimbursements submitted.

### **Amendment to Current Contract:**

The contract is amended by:

1. Increasing the amount of funding for the performance stipends:

5.07 5.000	Original	C	hange	100	New Total
AEL Combined	\$ 1,735,489.60	\$	7,000.00	\$	1,742,489.60
ELCIVICS	\$ 49,024.80	\$	0	\$	49,024.80
Performance Funding	\$ 225,000.00	\$	0	\$	225,000.00
Professional Development	\$ 35,510.50	\$	0	\$	35,510.50
Total	\$ 2,045,024.90	\$	7,000.00	\$	2,052,024.90

### **Effective Date:**

The effective date of this amendment is April 1, 2024.

# Approved:

# TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

sady n	Worke
Judy McDorald	
Executive Director	K.

Dr. Angelica Ramsey Superintendent Fort Worth ISD

Date

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE DALLAS HOLOCAUST AND HUMAN RIGHTS MUSEUM

# **BACKGROUND:**

Fort Worth ISD (FWISD) and the Dallas Holocaust and Human Rights Museum (DHHRM) have partnered to provide educational opportunities for teachers, students, and families since the 2018-2019 school year. During that year, all district sixth graders participated in a DHHRM sponsored City-Wide Read & Performance program and another 2,000 FWISD students visited the museum. The partnership has continued in subsequent school years in the form of cost-free opportunities for FWISD classes to participate in-person field trips, virtual field trips, or education programs provided by the museum. Nearly 7,000 FWISD students, teachers, and chaperones have participated in DHHRM programs since the start of the partnership.

The partnership proposed for 2024-2025 creates opportunity for, at a minimum, 2,500, K-12 FWISD students, teachers, and chaperones to experience the museum via virtual and inperson grade-level band programming as outlined in the Memorandum of University.

The field trips and programs were designed by Texas Education Agency certified Museum Educators. They are aligned according to the Texas Essential Knowledge and Skills, interdisciplinary, and supportive of student social and emotional learning needs.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

### **ALTERNATIVES:**

- 1. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
- 2. Decline to Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
- 3. Remand to Staff for Further Study

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

Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum

**FUNDING SOURCE:** Additional Details:

No Cost Not Applicable

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COSI	

No Cost

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

Not Applicable

# **PURCHASING MECHANISM:**

Not a Purchase

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

Humanities Department Available to K-12 Campuses Districtwide

### **RATIONALE**:

Approval of this MOU will create an opportunity for 2,500 FWISD students, teachers, and chaperones to experience DHHRM programs for the 2024-2025 school year. Programs are TEKS-aligned, interdisciplinary, supportive of student needs, and possess learning outcomes consistent with the district's mission of "Preparing all students for college, career and community leadership". The content delves into crucial aspects of understanding human history while reinforcing the roles and responsibilities individuals have to make a difference in their communities today.

# **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Networks 1 & 3



# FORT WORTH ISD PARTNERSHIP MEMORANDUM OF UNDERSTANDING 2024-2025 Academic Year

### I. PARTIES

The parties to this Agreement are the Dallas Holocaust and Human Rights Museum, a Texas nonprofit corporation, hereinafter referred to as the "Museum," and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, hereinafter referred to as the "ISD".

### II. PURPOSE

This Agreement is to outline the terms and conditions for the partnership between the Museum and the ISD to have ISD students participate in in-person field trips, virtual field trips, or education programs provided by the Museum during the 2024-2025 ISD academic year.

#### III. SERVICES TO BE PROVIDED

The Museum agrees to donate the following pre-approved field trips, education program, and services to the ISD:

2,500 total admissions the ISD to visit the Museum on in-person field trips, virtual field trips, or attend an education program. Total admission includes ISD students, teachers, and ISD-approved adult chaperones. Extended descriptions of field trips and education programs are below.

School bus transportation reimbursements for transportation to and from the Museum after an in-person field trip only after receipt of ISD invoice. Virtual field trips and education programs do not include a transportation reimbursement.

Museum staff travel reimbursement to ISD schools for off-site education programs.

ISD Partnership Registration Form for ISD teacher to provide in-person field trip, virtual field trip, or education program details and registration information to the Museum. The Museum will share registration information with designated ISD contact persons.

Logistical support for teachers before and during the in-person field trips, virtual field trips, and education programs.

Curriculum-aligned lesson planning support by the Museum's education team in preparation for the in-person field trips, virtual field trips, and education programs upon ISD staff's request.

Pre-visit or pre-program resource guide for ISD teachers.

Targeted outreach support to the ISD's teachers to encourage them to register for the inperson field trips, virtual field trips, and education programs upon request by ISD staff.

Designate Adilene Hernandez as Museum contact for pre-field trip or pre-program communication, reservation information, and logistics.

The ISD agrees to provide the following logistical support to facilitate the in-person field trips, virtual field trips, and education programs by the Museum:

Designate John Fernandez as the contact person or person in equivalent staff position at the ISD for the ISD to communicate with the contact person for the Museum, Adilene Hernandez.

Pre-approve the in-person field trips, virtual field trips, and education programs for clearance with the ISD's leadership and school principals.

Notify ISD school principals and teachers of partnership with the Museum and availability of inperson field trips, virtual field trips, and education programs.

Share Museum's ISD Partnership Registration Form with the ISD's teachers to register for the in-person field trips, virtual field trips, or education program, and provide logistical support for all necessary registration.

Provide outreach support to the ISD's teachers to register for the in-person field trips, virtual field trips, and education programs through the Museum's ISD Partnership Registration Form.

Provide ISD's teachers with logistical support for the reservation of bus transportation to the Museum for in-person field trips. The ISD coordinator is responsible for reserving the transportation, not the ISD teacher or Museum staff.

Invoice the Museum for school bus transportation reimbursement within one month after an inperson field trip has occurred. Invoicing must be received by the Museum monthly no later than the  $8^{th}$  day of each month.

The ISD teachers will have the choice of the following educational experiences:

- A 45-minute to I-hour on campus or virtual education program led by a Museum Educator or Archivist.
- A I-hour virtual field trip of one of the Museum's three permanent exhibition wings,
- Or a minimum 2.5-hour in-person field trip to the Museum that includes arrival, check-in, a full tour of the permanent exhibition, flex time to relax in courtyard or tour the special exhibition, and departure.

The ISD will adhere to the following requirements for on campus and virtual education programs:

Education programs are grade-aligned. Teachers must request an education program that is approved for their grade level. The following education programs are available:

Education Program	Grade Level
Inspirations: An Upstander Shadow Puppet Theater	K-3
What is an Upstander? U.S. History	4-5
Education Program	Grade Level
Be Your Own Curator: The Danish Rescue	4-6
Reporting on History: Dallas Civil Rights	4-8
Be Your Own Curator: Anne Frank	6-8
Artifact Interaction (led by Archival Team) - NOT AVAILABLE VIRTUAL	7-12
History Talk: Holocaust History 101	8-12
History Talk: 10 Stages of Genocide	8-12
Introduction to the Impact of Polarization	8-12

The ISD education program dates are only available upon a minimum advanced request of 60 business days.

Virtual education program session start times are available between 8:30 a.m. and 3:30 p.m.

On campus education program session start times are available between 9:30 a.m. and 2:30 pm.

There is a required <u>minimum of 25 participants</u> per virtual or on campus education program and a maximum capacity of 90 participants per education program. The Museum can provide multiple sessions on one day to match teaching periods.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for an education program. The Museum needs to receive registration information from the teacher at least 60 days before the confirmed program date.

The education program is not official until the Museum has received the ISD Partnership Registration Form.

The lead teacher will receive a confirmation email with the reservation details after the completion of the ISD Partnership Registration Form. This confirmation email includes important logistical details for the education program (arrival time, set up time, presentation needs), and Education Program Resource Packet.

The Museum will use Zoom video conferencing to stream virtual education programs. The lead teacher will receive the link 48 hours (about 2 days) before the virtual education program start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The Museum will need access to the program location at the ISD school 30 minutes prior to an on-campus education program for set up and preparation of the program.

The ISD contact person is required to cancel any education program at least I week before the education program date.

The Museum reserves the right to cancel or change a virtual education program when a school group connects late.

The Museum is not responsible for delays in arrival for on campus programs due to traffic or weather. The Museum reserves the right to cancel or change an on-campus education program if a Museum Educator arrives late at the ISD school due to traffic or weather.

The ISD will adhere to the following requirements for the virtual field trips:

The ISD virtual field trip tour dates are only available upon a minimum advanced request of 60 business days.

Virtual field trip start times must be between 8:30 a.m. and 3:30 p.m. (Central Time).

Virtual field trip participants must be in 5th grade or above.

There is a <u>required minimum of 25 participants</u> per virtual field trip and a maximum capacity of 90 participants per virtual field trip. The Museum can provide multiple sessions on one day to match teaching periods.

The ISD participating school group can connect as one classroom through projection or as individual devices (up to 90 maximum).

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for a virtual field trip. The Museum needs to receive registration information from the teacher at least 60 business days.

The virtual field trip is not official until the Museum has received the ISD Partnership Registration Form.

The lead teacher must submit a student roster with the ISD Partnership Registration Form.

The Museum will use Zoom video conferencing to stream the virtual field trip live from the exhibition. When the Museum is open, there will be visitors in the exhibition while the live presentation occurs.

The lead teacher for the ISD school will receive the link 48 hours (about 2 days) before the virtual field trip start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The ISD contact person is required to cancel any virtual field trips at least I week before the tour date

The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change tour dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience when a school group connects late to the virtual field trip.

The ISD will adhere to the following requirements for the full in-person field trips:

The ISD in-person field trip tour dates are only available on 10/31/2024, 11/4/2024, 11/7/2024, 11/15/2024, 12/9/2024, 12/11/2024, 12/12/2024, 12/17/2024, 12/18/2024, 1/22/2025, 1/23/2025, 2/19/2025, 2/20/2025, 2/21/2025, 2/27/2025, 3/7/2025, 3/12/2025, 3/13/2025, 3/25/2025, 5/15/2025, 5/19/2025, and 5/21/2025.

The ISD school groups should arrive by 10:45 a.m. for check-in and unloading. The in-person field trip start time is 11:00 a.m. ISD schools will depart the Museum no later than 1:30 p.m.

In-person field trip participants must be in 6th grade or above.

The ISD can bring up to 120 students, teachers, and accompanying adult chaperones per tour date. This can consist of multiple ISD schools on one field trip date.

The ISD is required to provide I adult chaperone for every 10 students. Any changes in chaperone ratio must be requested by the ISD Coordinator to the Museum at least 30 days (about 4 and a half weeks) in advance to the field trip date.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for an in-person field trip. For Fall 2024 in-person field trips, the Museum needs to receive registration information from the teacher at least 4 weeks before the pre-approved program date. For Spring 2025 tour dates, the Museum needs to receive the registration information from the teacher by December 15, 2024. If not, the pre-held Spring 2025 tour dates may be released to other school districts.

The in-person field trip is not official until the Museum has received the ISD Partnership Registration Form.

The ISD contact will be carbon copied on any email communication with the lead teacher during the reservation process.

The lead teacher and ISD Contact will receive a confirmation email with the reservation details after the completion of the ISD Registration Form. This confirmation email includes important logistical details for the in-person field trip information (arrival time, tour time, departure time, and field trip logistics), bus parking map, visiting guidelines, informational video, pre-visit resource guide, and other tour details. The lead teacher MUST reply to this email to confirm receipt and the final attendance number to complete the reservation process.

The lead teacher for the ISD school must submit a roster of ISD students and chaperones participating in the in-person field trip upon arrival at the Museum.

The ISD contact person is required to cancel any in-person trips at least 2 weeks before the tour date.

The ISD can only reschedule in-person field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group. ISD school groups arriving before their designated arrival time cannot enter the Museum.

The Museum gives permission to the ISD for ISD students and staff to consume lunch on its property in designated locations only. On the Partnership Submission Form, the lead teacher must confirm the school will consume lunch on Museum property. If this is not confirmed, the Museum will not have any availability for the school group to consume lunch on its premises.

The ISD can purchase student lunches through the provided catering service, Food Glorious Food, at least 7 business days prior to the pre-approved tour date or bring brown bag lunches for the ISD's students. Brown bag lunches cannot be stored individually and must be packed in a label container. School groups must provide beverages if they bring brown bag lunches. The Museum cannot provide water or other beverages.

The Museum may conduct anonymous surveys for student groups visiting the Museum. Through an evaluation partnership with the Center on Research and Evaluation at Southern Methodist University (SMU), the Museum will collect IRB-approved, anonymous pre- and post-surveys from students and confidential post-surveys from teachers. At no time will any Museum or SMU staff know the identity of the students completing the survey, nor will they be able to obtain the students' identities. Teacher surveys will be identified by name and school to help match students in their group, but individual districts, schools, and teachers will not be identified in evaluation reports.

### IV. AMOUNT OF THE AGREEMENT AND PAYMENT

In exchange for providing the above services, the Museum agrees to pay the admission/program costs ("the Admission/Program Fee") for up to 2,500 ISD visitors or participants. The Admission Fee has a value of up to \$20,000.00.

In addition to the Admission/Program Fee, the Museum will reimburse the ISD for school bus transportation cost to/from the Museum for in-person field trips. The ISD is required to invoice the Museum after the field trip tour date for the school bus transportation cost, which shall not exceed \$12,500.00 The Museum will reimburse the ISD by credit card or check within 30 days (about 4 and a half weeks) after receiving the invoice.

The Museum will not provide a transportation reimbursement for virtual field trips or virtual education programs.

### V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the ISD is an independent contractor and not an employee of the Museum. Employment related deductions such as withholding taxes and/or Social Security taxes shall not be withheld and are the responsibility of the ISD. Nothing contained in this Agreement shall be construed as creating a joint venture, agent, or employment relationship between Museum and ISD for any purpose whatsoever.

#### VI. TERMINATION

The Museum reserves the right, in its sole discretion, to terminate the Agreement and cancel the engagement upon a ninety (90) calendar day written notice by the Museum to the ISD, and upon such termination the Museum shall have no further obligation or liability to ISD. If the Museum provides notice of termination less than ninety (90) calendar days prior to the scheduled date of the engagement, the Museum shall pay to the ISD the Admission Fee set forth in Article IV.

The ISD may terminate this Agreement by giving a ninety (90) calendar day written notice to the Museum.

### VII. FORCE MAJEURE

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergencies, beyond the reasonable control of Museum and ISD, making it illegal or impossible to fulfill the terms and conditions of this Agreement, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other and neither party will have any liability or further obligations under this Agreement to the other party.

### VIII. INSURANCE

The ISD and the Museum, each, agree to carry, and upon demand, provide evidence of a sufficient amount of insurance to provide coverage for any third-party liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

### IX. LIMITATION OF LIABILITY/WAIVER

THE MUSEUM SHALL NOT BE LIABLE TO ISD FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, INCURRED BY ISD, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF MUSEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MUSEUM SHALL NOT INDEMNIFY NOR GUARANTEE ANY OBLIGATION OF ISD FOR THE BENEFIT OF ANY THIRD PARTY.

THE ISD HEREBY WAIVES AND RELEASES THE MUSEUM, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND BOARD MEMBERS FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ("CLAIMS") ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUSEUM.

### X. GOVERNING LAW/VENUE

This Agreement shall be governed by and in accordance with the laws of the State of Texas. The venue of any suit or legal proceeding brought for any breach of this Agreement shall be in any court of competent jurisdiction in Tarrant County, Texas.

#### XI. ASSIGNMENTS

The ISD may not assign this Agreement, in whole or part, and may not assign any right or duty required under it.

#### XII. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

### XII. DISPUTE RESOLUTION

Should a dispute arise out of the Agreement, the Museum and the ISD will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be selected by the Museum and ISD within fifteen (15) calendar days after receipt of written notice by one of them demanding mediation under this section. The ISD and Museum shall equally split the costs of the mediation unless the Museum, in its sole good faith discretion, approves its payment of a greater share of such costs. By mutual agreement, the Museum and the ISD may elect to participate in a non-binding form of dispute resolution other than mediation. The Parties' participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the other Party of (1) any rights, privileges, defenses, remedies, or immunities available to either Party; (2) either Party's termination rights under this Agreement; or (3) other termination provisions of the Agreement.

# XIV. CONTACT PERSONS

The individuals named below shall be the contact persons for the Museum and the ISD, respectively. All calls, correspondence, or other contacts necessary for the execution of this Agreement shall be directed to the persons named below unless the party is specifically directed otherwise.

### Museum

Charlotte Decoster
Senior Director of Education
Dallas Holocaust and Human Rights Museum
adecoster@dhhrm.org

#### ISD

Mary Jane "MJ" Bowman, M.Ed. Ex. Director of Humanities & Ac. Support Initiatives Fort Worth ISD maryjane.bowman@fwisd.org

### XVI. AMENDMENTS

This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by both parties to the Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

### XVII. CERTIFICATIONS

The terms of this Agreement are accepted by the parties to the Agreement. Persons signing are expressly authorized to obligate the parties to the terms of this Agreement.

Museum

CEO/PRESIDENT Mary Pat Hi

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Date

ISD

Fort Worth Independent School District Executive Director of Humanities

Name: Mary Jane Bowman

4-23-24

Date

Dr. Gracie Guerrero

Associate Superintendent Network 1 & 3

Dr. Angélica M. Ramsey Superintendent of Schools

Date:

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

# <u>TOPIC:</u> APPROVE THE PROPOSED COURSE CHANGES FOR THE 2024-2025 SCHOOL YEAR

# **BACKGROUND:**

Each year, proposals for course additions and deletions are submitted to the Board of Education for consideration. Courses for the 2024–2025 school year were approved by the Board on October 24, 2023. Attached are 4 courses that were not included in that process. Due to program changes, these courses are being brought to the Board for approval outside of the normal timeline so they can be offered to Emergent Bilingual students for the 2024-2025 school year.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES:**

- 1. Approve the proposed course changes for the 2024-2025 school year.
- 2. Decline to Approve the proposed course changes for the 2024-2025 school year.
- 3. Remand to Staff for Further Study

# SUPERINTENDENT'S RECOMMENDATION:

Approve the proposed course changes for the 2024-2025 school year.

FUNDING SOURCE: Additional Details

Not applicable

COST:

Not applicable

**VENDOR(S)/PROVIDER(S):** 

Not applicable

# **PURCHASING MECHANISM:**

Not a Purchase

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

English Learners Language Arts (ELLA) 7<sup>th</sup> Grade & English Learners Language Arts (ELLA) 8<sup>th</sup> Grade:

International Newcomer Academy, Daggett Middle School, Rosemont Middle School, William James Middle School, Leonard Middle School, Meadowbrook Middle School, Riverside Middle School, W. A. Meacham Middle School, J. Martin Jacquet Middle School, and Morningside Middle School

English Language Development and Acquisition (ELDA1) (First Time Taken) & English Language Development and Acquisition (ELDA2) (Second Time Taken):

Success High School, Arlington Heights High School, Diamond Hill-Jarvis High School, Polytechnic High School, Southwest High School, O. D. Wyatt High School, Western Hills High School, Eastern Hills High School, R. L. Paschal High School, North Side High School, South Hills High School, and Amon Carter-Riverside High School

### **RATIONALE:**

The addition of these courses will allow Emergent Bilingual students to get needed additional support. The ELLA middle school courses focus on developing foundational language skills including listening, speaking, reading, writing, and thinking. The ELDA high school courses will equip students with the necessary language acquisition, comprehension, critical thinking, and communication skills for success in their academic endeavors.

# **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning & Leading Service Network 3

# NEW COURSE REQUESTS FOR THE 2024 - 2025 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	INFORMATION
English Learners Language Arts (ELLA) 7th Grade	N/A	7 <sup>th</sup>	Marie Mendoza	The English Learners Language Arts (ELLA) course for Grade 7 aligned with the TEKS in 19 TAC 128 is designed for newcomer beginning level English learners. The course focuses on developing foundational language skills including listening, speaking, reading, writing, and thinking. Students will engage in meaningful discourse, provide and accept feedback, and develop social communication skills. In reading and writing, students will practice phonetic knowledge and write complete words and thoughts legibly. Vocabulary development includes using print or digital resources, clarifying word meanings through context, and exploring academic English words and word relationships. The course also emphasizes fluency, self-sustained reading, comprehension skills, response skills, literary elements, genres, author's purpose and craft, composition, and inquiry and research. Students will engage with texts of increasing complexity, develop critical thinking skills, and apply English language skills for various purposes and audiences.
English Learners Language Arts (ELLA) 8th Grade	N/A	8 <sup>th</sup>	Marie Mendoza	The English Learners Language Arts (ELLA) course for Grade 8 aligned with the TEKS in 19 TAC 128 is designed for newcomer beginning-level English learners. The course focuses on developing foundational language skills including listening, speaking, reading, writing, and thinking. Students will engage in meaningful discourse, provide and accept feedback, and develop social communication skills. In reading and writing, students will practice phonetic knowledge and write complete words and thoughts legibly. Vocabulary development includes using print or digital resources, clarifying word meanings through context, and exploring academic English words and word relationships. The course also emphasizes fluency, self-sustained reading, comprehension skills, response skills, literary elements, genres, author's purpose and craft, composition, and inquiry and research. Students will engage with texts of increasing complexity, develop critical thinking skills, and apply English language skills for various purposes and audiences.

# NEW COURSE REQUESTS FOR THE 2024 - 2025 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON(S)	INFORMATION
English Language Development and Acquisition (ELDA1) (First time taken)	1.0	9-10	Marie Mendoza	The English Language Development and Acquisition (ELDA) course aligned with the TEKS in 19 TAC 128. is designed for newcomer beginning level English learners. The course should be taken concurrent with ESOL I classes. The course caters to the language proficiency needs of high school students. It focuses on developing foundational language skills, comprehension, response skills, genre understanding, author's purpose, composition, and inquiry skills.  Students in Grades 9-12 will enhance their oral language and word structure knowledge, decoding abilities, and comprehension of spoken language. They will effectively utilize print and digital resources, engage in metacognitive practices such as summarizing, making connections, and deriving meaning from diverse media. Analyzing genre-specific characteristics, utilizing text features, and comparing different modes of communication will be emphasized. Students will critically evaluate author's purpose, communicate effectively through speaking and writing, and actively participate in inquiry and research.
				The course will equip high school students with the necessary language acquisition, comprehension, critical thinking, and communication skills for success in their academic endeavors.
English Language Development and Acquisition 2 (ELDA2) (Second time taken)	1.0	9-10	Marie Mendoza	The English Language Acquisition and Development (ELDA) course aligned with the TEKS in 19 TAC 128. is designed for newcomer beginning level English learners. The course should be taken concurrent with ESOL I classes. The course caters to the language proficiency needs of high school students. It focuses on developing foundational language skills, comprehension, response skills, genre understanding, author's purpose, composition, and inquiry skills.
				Students in Grades 9-12 will enhance their oral language and word structure knowledge, decoding abilities, and comprehension of spoken language. They will effectively utilize print and digital resources, engage in metacognitive practices such as summarizing, making connections, and deriving meaning from diverse media. Analyzing genre-specific characteristics, utilizing text features, and comparing different modes of communication will be emphasized. Students will critically evaluate author's purpose, communicate effectively through speaking and writing, and actively participate in inquiry and research.
				The course will equip high school students with the necessary language acquisition, comprehension, critical thinking, and communication skills for success in their academic endeavors.

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# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE AMENDMENT AND EXTENSION TO MEMORANDUM OF UNDERSTAND BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF NORTH TEXAS AT DALLAS FOR THE PROFESSIONAL DEVELOPMENT OF DISTRICT PRINCIPALS

# **BACKGROUND:**

Fort Worth Independent School District and University of North Texas at Dallas have entered into a collaborative relationship to improve principal retention rates and to positively improve principals' leadership capacity since 2016. The signing of this contract will provide principals with professional development for schools receiving the Effective Schools Framework Grant. The Leadership Lab program will provide customized, cohort-based professional development for a continuing 2023 cohort (year 2) for 4 principals and a new 2024 cohort of 6 principals. Additional leaders from the principals' campuses may be included in specific sessions based on the topic and objectives. The program will include Program Sessions. Programming will primarily focus on transformational leadership, which will include Cohort 2024 – 3 full days in summer, 8 full days September thru April, and 6 half days September thru April. Cohort 2023- 2 full days in summer, 8 full days September thru April and 6 half days September thru April.

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve Amendment and Extension to Memorandum of Understanding Between Fort Worth Independent School District and the University of North Texas at Dallas for the Professional Development of District Principals
- 2. Decline to Approve Amendment and Extension to Memorandum of Understanding Between Fort Worth Independent School District and the University of North Texas at Dallas for the Professional Development of District Principals
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Interlocal Agreement Between Fort Worth Independent School District and the University of North Texas at Dallas for the Professional Development of District Principals

**FUNDING SOURCE:** 

**Additional Details** 

Special Revenue General Funds 211-23-6299-0LP-051 199-23-6299-001-999 (\$5,000.00) (\$45,000.00)

COST:

\$50,000.00

# VENDOR(S)/PROVIDER(S):

University of North Texas at Dallas

# **PURCHASING MECHANISM:**

Interlocal Agreement

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

Cohort 2024- Year One	
Charla Staten- C. C. Moss ES	Christene Moss Elementary
Edgar Gonatice	Hubbard Height Elementary
Katy Myers	Rufino Mendoza Elementary
Melissa Rincon	Meacham Middle
Nakita Brewer	Seminary Hills Park Elementary
Rediesha Allen	Young Women's Leadership Academy

Cohort 2023- Year Two	
Hilda Herrera	Glen Park Elementary
Jack Henson	TABS
Scott Runyan	D. McRae Elementary
Tiffany Hayes	East Handley Elementary

### RATIONALE:

To support FWISD, PIC will refine the Leadership Lab program model to target areas of need for their leaders. Based on our understanding of need, we have identified some potential learning topics, which will need to be refined in partnership with Dr. Hernandez and through focus groups or empathy interviews with participants:

- Strengthen leadership capacity to lead and manage effective change for themselves and their teams while also building leadership resiliency and confidence;
- Improve leaders' ability to create an adult culture built on trust, effective feedback and accountability systems, and personal sustainability (well-being); and
- Enhance pyramid culture and cross-school collaboration and communication to improve execution on District and campus strategic plans.

accountability systems, and personal sustainability (well-being); and

• Enhance Networks' campus staff and student culture and cross-school collaboration and communication to improve execution of District and campus strategic plans.

# **INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent- Network 4

# AMENDMENT AND EXTENSION TO MEMORANDUM OF UNDERSTANDING



**Parties**. The University of North Texas at Dallas (UNTD) entered into a Memorandum of Understanding on May 12, 2022, with Fort Worth Independent School District (ISD) to support the Principal Impact Collaborative professional development program.

WHEREAS, the parties to this Memorandum of Understanding (MOU) desire to continue their support of the Principal Impact Collaborative by supplementing the MOU to add an additional cohort of experienced principals and extend the term of the MOU for an additional year.

**THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This Program shall be subject to and in accordance with the terms and conditions of the MOU, except for the specific terms governing the Program included below:

**1. Term** a. The Term of this Agreement is hereby extended for an additional one year commencing on July 1, 2024, and ending on June 30, 2025.

### 2. Fee

- a. ISD agrees to pay \$5,000 per year for each participating principal in program year one and program year two.
- b. Payment for each participating principal shall be made at the beginning of the program year.
  - i. Payment for 2024-2025 program year due July 8, 2024:
    - Payment for program year one (2024 Cohort): \$30,000
      - Charla Staten, Edgar Gonatice, Katy Myers, Melissa Rincon, Nakita Brewer, Rediesha Allen
    - Payment for program year two (2023 Cohort): \$20,000
      - Hilda Herrera, Jack Henson, Scott Runyan, Tiffany Hayes

c. The Fee or Installment payment shall be submitted to UNTD. i. Remit payment to: UNT Dallas c/o Principal Impact Collaborative, 7300 University Blvd, Dallas, TX 75241.

The undersigned authorizes this cooperative understanding under the aforementioned terms.

Dr. von Eschenbach, Interim President University of North Texas at Dallas 7300 University Hills Blvd Dallas, TX 75241

Fort Worth Independent School District 100 N. University Drive Fort Worth, TX 76107

#### SCOPE OF SERVICES

# FWISD Leadership Lab

### **Introduction:**

The Principal Impact Collaborative (PIC) at UNT Dallas, in partnership with Dr. Susan Hernandez, will design and provide leadership development programming for 2023 Cohort (year 2) Principals and the 2024 Cohort (year 1) Principals in the Fort Worth Independent School District. This program will support FWISD and Dr. Hernandez's desire to develop the leadership capacity and effectiveness of these leaders to accelerate learning by improving their ability to create highly effective school cultures, to lead with courage and resiliency, and to promote self-care and build confidence. PIC will design the framework and overall program execution and will closely partner with Dr. Hernandez to ensure the sessions are productive, effective, and aligned to the FWISD strategic vision and priorities.

Past FWISD principals report this program improved their leadership capacity and strengthened their commitment to the principalship. As a result, retention rates increased for past principals.

# **About PIC:**

The Principal Impact Collaborative at UNT Dallas is an innovative leadership development program for North Texas-area public school principals. PIC fills an unmet need by intentionally supporting and empowering experienced principals in urban schools, who are typically underserved in the talent development pipeline. While PIC was piloted in 2016 at Uplift Education through a collaboration of school districts and community partners, PIC re-launched at UNT Dallas in February 2019. Recently, PIC has expanded its services to school district central office leaders through its Leadership Lab program, which is focused on supporting education leaders at multiple levels to be more innovative, resilient, and effective at leading others.

# Objectives of Program:

To support FWISD and Dr. Hernandez, PIC will refine the Leadership Lab program model to target areas of need for their leaders. Based on our understanding of need, we have identified some potential learning topics, which will need to be refined in partnership with Dr. Hernandez and through focus groups or empathy interviews with participants:

- Strengthen leadership capacity to lead and manage effective change for themselves and their teams while also building leadership resiliency and confidence
- Improve leaders' ability to create an adult culture built on trust, effective feedback and accountability systems, and personal sustainability (wellbeing)
- Enhance pyramid culture and cross-school collaboration and communication to improve execution on district and campus strategic plans

# Description of Services:

The Leadership Lab program will provide customized, cohort-based professional development for 2023 Cohort (year 2) Principals and the 2024 Cohort (year 1) Principals. Additional leaders from the principals' campuses can be included in specific sessions based on the topic and objectives. Program will include:

- Program Sessions programming will primarily focus on transformational leadership
   o 33 total workshops facilitated by PIC Faculty and Staff
  - Cohort 2024 3 full days in summer, 8 full days September thru April, 2024 and 6 half days September thru April.
  - Cohort 2023- 2 full days in summer, 8 full days September thru April and 6 half days September thru April.

- o Sample Topics may include and will be decided based on feedback from focus groups:
  - · Leadership Well-being & Resilience Building
  - Maintaining Healthy Relationships During Conflict
  - Managing and Leveraging Relationships Across Campus and District
  - · Change Leadership and Critical Conversations
  - · Cultivating Trust & Influence
  - Hiring and Onboarding Staff

### Costs:

- \$50,000 for all participating principals for all sessions and guests for 1-2 sessions. Budget includes:
  - o All facilitation and planning of 12 half day and 21 full day PD sessions with content experts
  - o All workshop meals, snacks, and meeting supplies
  - o All coordinating and organizing of workshop spaces
  - o All planning calls and meetings with Dr. Hernandez and team to review feedback, align on upcoming session objectives and prepare for session execution
  - o Analysis of workshop feedback surveys and end of program evaluation

### Conditions for Success:

- Attendance & Participant Engagement
  - o PIC is highly committed to supporting FWISD meet their leadership development goals for the Polytechnic pyramid and asks for participants to attend all workshops and to be fully engaged
- Program Surveys & Evaluation
  - PIC values participant feedback and will adjust workshops based on the previous workshop feedback, and so PIC will ask participants to complete surveys after each workshop
  - o PIC will also conduct an evaluation of the program to ensure program objectives are being met and to improve our future program, and so PIC will ask participants to engage in a baseline and end of program survey to measure impact
- Start Date & Changes to Workshop Dates
  - o In order to ensure high quality program, PIC will conduct focus groups and/or empathy interviews with participants to target and align workshops. These need to be conducted before workshops can begin. PIC requests for these focus groups to occur in January in order to ensure a start date in early March.
  - o If changes to workshop dates are requested, PIC needs at least 8 weeks' notice to reschedule the workshop.

Dr. Von Eschenbach, Interim President
University of North Texas at Dallas

Dr. Dallas, Texas, 75241

Dr. Witness WHEREOF, the parties have exceeded this Agreement in multiple originals to oc effective as of the date first written showe.

Dr. Susan Hernandez, Executive Director Service Network 4

1050 Bridgewood Dr.

Fort Worth, Texas, 76112

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

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN ESC REGION 11 AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR TEXAS INSTRUCTIONAL LEADERSHIP TRAINING, TARGETED IMPROVEMENT PLANS, AND EFFECTIVE SCHOOLS FRAMEWORK DIAGNOSTICS.

# **BACKGROUND:**

Twenty (20) federally-rated campuses (Opportunity Zone Schools) were awarded the 2023-2025 Effective Schools Framework-Focus Support Grant (ESF-FSG) from the Texas Education Agency (TEA). In accordance with TEA's "Pathway One," Region 11 is Fort Worth ISD's required Vetted Improvement Program (VIP) vendor. Per grant requirements, the ESC will provide Texas Instructional Leadership (TIL) training for executive directors, principals, and instructional leadership teams for the twenty (20) awarded campuses. The lifecycle of the ESF grant is two years. The first portion was approved and implemented during the 2023-2024 school year for \$742,400.00. The attached Memorandum of Understanding concludes Region 11 services for the second and final year for a total of \$447,800.00. The payments were divided in to two separate Memorandum of Understanding based on Region 11's fiscal year starting September 1 through August 31.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

### **ALTERNATIVES:**

- 1. Approve the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District.
- 2. Decline the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District
- 3. Remand to Staff for Further Study.

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District.

**FUNDING SOURCE:** Additional Details

Special Revenue 211-13-6239-0LP-999

**COST**:

\$447,800.00

**VENDOR:** 

ESC Region 11

## **PURCHASING MECHANISM:**

Interlocal Agreement

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

TIL Campuses & CI Academy Campuses (20)	
#043 Wedgwood 6 <sup>th</sup> Grade	#044 J. P. Elder MS
#048 William James MS	#051 Meacham MS
#052 Meadowbrook MS	#053 Monnig MS
#054 Morningside MS	#056 Riverside MS
#059 J. Martin Jacquet MS	#060 Wedgwood MS
#61 Leonard MS	#110 Carroll Peak ES
#120 Rufino Mendoza ES	#123 S. S. Dillow ES
#135 Van Zandt-Guinn ES	#180Western Hills ES
#208 T. A. Sims ES	#222 Clifford Davis ES
#006 Eastern Hills HS	#008 North Side HS
ESF Diagnostic Opt- In Campuses (7)	
#110 Carroll Peak ES	#123 S. S. Dillow ES
#135 Van Zandt-Guinn ES	#208 T. A. Sims ES
#043 Wedgwood 6 <sup>th</sup> Grade	#048 William James MS
#054 Morningside MS	

#### **RATIONALE**:

During the 2021-2022 and 2022-2023 school years, all ten (10) campuses within the Polytechnic Pyramid participated in Texas Instructional Leadership and Paul Bambrick-Santoyo's Leverage Leadership Lever training and implementation. As a result, nine (9) of these participating campuses earned double digit academic gains. The Fort Worth Independent School District elected to apply for twenty (20) new campuses to the grant to continue positive academic gains for campuses that are federally-rated by the Texas Education Agency. The District was awarded the two-year grant the summer of 2023.

#### **INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Network 4



#### MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN EDUCATION SERVICE CENTER REGION 11

AND	Fort Worth ISD	
	(District or Entity Name)	

THIS INTERLOCAL AGREEMENT ("agreement") is entered into by and between the Education Service Center Region 11, Fort Worth ISD (collectively ("ESC Region 11") and referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

#### **PREMISES**

WHEREAS Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

WHEREAS, the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW THEREFORE, the Parties to this agreement mutually agree to the following:

#### **AGREEMENT**

1. DESCRIPTION OF SERVICE: (ex. School Board Training)

Texas Instructional Leadership-Observation and Feedback and Executive Coaching MOU 2

#### 2. PURPOSE / REASON

Observation & Feedback Objectives: Establish strong systems and routines for regular support of teachers through short-cycle observation and feedback. Develop teachers by utilizing feedback meetings to practice new skills. Utilize tools that enable consistent follow-through.

Executive Coaching Objectives: Principals will engage in 20 observation and feedback visits to support implementation of TIL practices based on individual needs of each campus leadership team.

#### 3. DUTIES AND RESPONSIBILITIES

#### 3.1 ESC REGION 11 Duties and Responsibilities.

Summer Training will take place June 11th & 13th and Level 2 Training will be TBD due to each ESC Coach scheduling directly with the nine Executive Directors. This training for Level 2 will need to occur before August 31, 2024. The remainder of the training will happen during the 2024-2025 school year. Includes 9 Executive Directors and nine campuses + 11 additional campuses (\$10,500 each), and 20 district level curriculum coordinators/ director and SI Coordinator ObFb Books/Materials: Get Better Faster = 130 copies; Leverage Leadership 2.0 = 41 copies; PMs Guide to Leverage Leadership 2.0 = 9 Campuses. Campuses are: Clifford Davis ES, Wedgwood 6th, Wedgwood MS, Leonard MS, Monning MS, Mendoza ES, Northside HS, Riverside MS, Elder MS, Morningside MS, Eastern Hills HS, William James MS, Meadowbrook MS, Western Hills ES, TA Sims ES, Carroll Peak ES, SS Dillow ES, Van Zandt Guinn ES, Jacquet MS, Meacham MS

20 ESF FS grant (23-25) campuses will receive four half day executive coaching visits to support implementation of ObFb at their campus. Implementation fee = (\$1050 per round of visits x 4 = \$4200) Campuses: Clifford Davis ES, Wedgwood 6th, Wedgwood MS, Leonard MS, Monning MS, Mendoza ES, Northside HS, Riverside MS, Elder MS, Morningside MS, Eastern Hills HS, William James MS, Meadowbrook MS, Western Hills ES, TA Sims ES, Carroll Peak ES, SS Dillow ES, Van Zandt Guinn ES, Jacquet MS, Meacham MS 1

MOU 1 will cover the dates during the summer of 2024. MOU 2 covers the dates in the 2024-2025 school year.

3.2	Fort Worth ISD (District or Entity name) Duties and Responsibilities.
	Provide training and/or coaching dates, location, all necessary audio visual equipment and support
	TERM OF AGREEMENT s agreement shall be effective as of the date of authorized signatures of both parties to:
	September 2024-May 2025 (list specific date range and/ or end date)
	TERMINATION
of t	arty may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for services rendered until termination of services.
6. /	AGREEMENT AMOUNT AND COMPENSATION
	and in consideration of the services to be provided by ESC Region 11 under this Agreement, the receiving party will
pay	ESC Region 11 a total amount of \$\$447,800.00 is for allocation of total amount listed above:
	1. Total Price for Full Day Trainings: \$0.00
	2. Total Price for Half Day Trainings: \$52,000
	3. TIL Base Package Pricing: \$176,400
	4. Additional Participant Fee: \$4,000

5. Implementation Fee: \$214,200

V =

6. Book Fee: \$1200.00

7. HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE MOU

Both parties agree to adhere to the minimum health and safety standards as defined by local, state, and federal government. If COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method. An MOU Amendment shall be used for any modifications to the date, time, and cost allocation of this agreement.

\*\*\* Please note, rescheduled sessions may be subject to a \$950 rescheduling fee\*\*\*

Note: House Bill 462 (HB462, 83<sup>rd</sup> Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s). Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

behalf of their party and will actively abide by its term	ESC Region 11
Distriction Entity Name	District or Entity Name
Signature Date Print Name: Susan Hernandez	Signature Date Print Name: Clyde Steelman
Title: Executive Director, Network 4	Title: Executive Director
Authorized Representative of the Receiving Party shall sign ti countersigned. You will receive one completed copy prior to	his agreement and return to the ESC Region 11 contact listed below to be
ESC Region 11 Contact: Casey Gaines	Email:esc   I.net
Phone #: 817-740-7616	

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE RATIFICATION OF EMERGENCY PURCHASE OF

ENVIRONMENTAL SERVICES AT THE FAMILY RESOURCE CENTER

LOCATED AT J. P. ELDER MIDDLE SCHOOL

#### **BACKGROUND:**

On January 16, 2024, the Family Resource Center situated at J. P. Elder Middle School encountered a water emergency, necessitating an immediate extraction and drying operation due to a frozen water line that had ruptured. Consequently, restoration services were required to mitigate potential long-term damages to the facility. These services included the temporary installation of dehumidifiers, fans, an auxiliary power board, and a portable generator. The request is to approve the ratification of the emergency services provided at the Family Resource Center.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School
- 2. Decline to Approve Ratification of Emergency Purchase of Environmental Services at the Family Resource Center Located at J. P. Elder Middle School
- 3. Remand to Staff for Further Study

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

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

**FUNDING SOURCE:** Additional Details:

TRE 198-51-6299-501

COST:

\$99,985.57

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

Mooring USA

#### **PURCHASING MECHANISM:**

#### **Emergency (Per Statute)**

BuyBoard Contract #675-22

This purchase is in accordance with the Texas Education Code Section 44.031 (h) regarding school district purchases made under emergency conditions. Additionally, the Board, per policy CH (LOCAL), delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds \$50,000.

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

Family Resource Center at J. P. Elder Middle School

#### **RATIONALE**:

It was necessary to take immediate action to ensure a safe environment for staff, students, and community members. This helps mitigate potential risks and safeguard health and safety.

#### **INFORMATION SOURCE:**



**INVOICE** 

2110 113th Street Grand Prairie, TX 75050 (888) 293-9953

Bill To:

Fort Worth Independent School District

100 N University Dr

Fort Worth, TX 76107

Invoice Number: 79666

Invoice Date: February 21, 2024

Job Number: 240047

PO/Claim Number: N/A

Terms: Net 30

Sales Rep: Michael Kunz

<b>Description: Mitigation Services</b>				Amount
Labor			\$	10,323.00
Equipment			\$	78,632.62
Materials			\$	121.00
Reimbursable: Travel / Lodging & Per D	iem		\$	-
Reimbursable: EQ Rental / Sub K / Fuel	/ Other		\$	10,908.95
Off-Site Mobilization			\$	
Job Reference:				
FWISD JP Elder Middle School MIT				
709 NW 21st St				
Fort Worth, TX 76	164			
DIRECT ALL INQUIRIES TO:	MAKE ALL CHECKS PAYABLE TO:	Subtotal	\$	99,985.57
Accounts Receivable	Mooring USA	Tax	\$	-
(888) 293-9953	2110 113th Street	Less Payments	\$	
Email: ar@mooringusa.com	Grand Prairie, TX 75050	Amount Due	\$	99,985.57
EIN: 26-1642770 TACLA39662E				

<sup>\*</sup> To the best of our ability, this invoice includes all charges for work performed during this natural disaster. There is a possibility that some vendor invoices may not have been received by Mooring, so were not included in your invoice(s). If any are discovered, Mooring reserves the right to notify you in a timely manner and bill for the additional cost, including our normal markup, overhead and profit.

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF RAMP AND STAIR REPLACEMENT AT SOUTHWEST HIGH SCHOOL

#### **BACKGROUND:**

Maintenance released Request for Proposal (RFCSP) #24-055, which pertains to the Southwest High School Ramp and Stair Replacement project situated at the baseball field. The RFCSP package encompasses drawings and a scope that aligns with federal requirements and complies with the Americans with Disabilities Act (ADA) guidelines. This is of paramount importance to ensure that the facility provides accessibility to all individuals and adheres to established safety standards.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Ramp and Stair Replacement at Southwest High School
- 2. Decline to Approve Purchase of Ramp and Stair Replacement at Southwest High School
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Ramp and Stair Replacement at Southwest High School

**FUNDING SOURCE:** Additional Details:

General Fund 199-81-6629-451

COST:

\$423,711

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

Icon Diversified, LLC

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

RFCSP #24-055

**Bid/Proposal Statistics**Bid Number: 24-055

Number of Bid/Proposals received: 4

HUB Firms: 2\*
Compliant Bids: 4

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b). 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:

Southwest High School Maintenance

#### **RATIONALE**:

It is important to provide support towards the attainment of ADA safety compliance for the baseball field situated at Southwest High School.

## **INFORMATION SOURCE:**

# CONSENT AGENDA ITEM BOARD MEETING

May 28, 2024

TOPIC: APPROVE PURCHASE OF TWO WHEELCHAIR LIFTS FOR RICHARD J. WILSON ELEMENTARY AND BOULEVARD HEIGHTS

#### **BACKGROUND:**

The Maintenance department has submitted a request for the purchase of two new wheelchair lifts intended for installation at Richard J. Wilson Elementary School and Boulevard Heights. The current lifts at both schools have surpassed their lifecycle and are no longer functional. As a result, it has become necessary to replace them to ensure a safe environment and accessibility for individuals with mobility challenges. The installation of new lifts is of paramount importance to meet the needs of the students and staff at both schools.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Two Wheelchair Lifts for Richard J. Wilson Elementary and Boulevard Heights
- 2. Decline to Approve Purchase of Two Wheelchair Lifts for Richard J. Wilson Elementary and Boulevard Heights
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Two Wheelchair Lifts for Richard J. Wilson Elementary and Boulevard Heights

**FUNDING SOURCE:** Additional Details

General Fund 199-81-6629-451

**COST**:

\$110,597

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

American Elevator Technologies, LLC

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

Bid/Proposal Statistics
Bid Number: 23-072

Number of Bid/Proposals received: 6

HUB Firms: 1\*
Compliant Bids: 6

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b). The vendor listed above has been selected to support this purchase.

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

Boulevard Heights Richard J. Wilson Elementary

#### **RATIONALE**:

Wheelchair lifts are an indispensable component of facilities support for individuals with disabilities or anyone with mobility impairments who require assistance accessing different levels of buildings or vehicles. As such, it is essential for Maintenance to prioritize the installation and maintenance of these vital accessibility features to ensure that all individuals, regardless of physical ability, are able to fully participate in and benefit from the services and facilities offered.

#### **INFORMATION SOURCE:**



AMERICAN ELEVATOR TECHNOLOGIES, L.L.C.

600 W 6TH STREET 4TH FLOOR FT. WORTH, TEXAS 76102 PHONE: 214-448-1311

JOHN.AMERICANELEVATOR@GMAIL.COM

FT Worth ISD- Richard Wilson 900 West Fogg Street Fort Worth, TX 76110 May 1, 2024

RE: Replacement of Wheelchair lift Decal # 75085

We propose to furnish and install the labor, material, tools, and supervision to perform the wheelchair replacement located at the above referenced address.

- Removal and disposal of existing wheelchair lift and rails.
- Provide and install new Savaria Commercial Wheelchair lift Delta Inclined platform.
  - Motorized folding platform and arms.
  - o 12' of travel
  - o Platform size 30.5 x 49.25
  - o 110 v single phase power supply
  - o On and off opposite sides
  - o Painted standard light grey color (sample upon request)
  - o On and off removable key switches with (2 sets of keys)
  - o Upgraded Maximum capacity 660 lbs.
  - o Fold up seat.
  - Battery back up
  - o Emergency hand crank tool
- Provide 15 extra keys
- Provide final State acceptance inspection with state inspector and mechanic.

Our price to perform the above referenced repair is: \$54,941.00 (Fifty-Four Thousand Nine Hundred and Forty-One Dollars XX/100) Customer Tax Exempt.

50% down payment of \$27,471.00 is required upon material arriving. Photos of equipment will be provided upon arrival and submitted with invoice. Final 50% payment will be required upon completion of state final inspection.

#### Work by others

The proposal does NOT include any cab work, fire alarm, electrical, hoistway, pit, elevator room, and or plumbing work if applicable. If a phone is required, the customer is to supply the phone line. Proposed labor is normal business hours Monday thru Friday. Customer to provide access for installation and any cutting and or patching. If required.



AMERICAN ELEVATOR TECHNOLOGIES, L.L.C.

600 W 6TH STREET 4TH FLOOR FT. WORTH, TEXAS 76102 PHONE: 214-448-1311

JOHN.AMERICANELEVATOR@GMAIL.COM

FT Worth ISD- Boulevard Heights 5100 El Campo Ave Fort Worth, TX 76107

May 1, 2024

RE: Replacement of Wheelchair lift Decal # 75085

We propose to furnish and install the labor, material, tools, and supervision to perform the wheelchair replacement located at the above referenced address.

- Removal and disposal of existing wheelchair lift and rails.
- Provide and install new Savaria Commercial Wheelchair lift Delta Inclined platform.
  - o Motorized folding platform and arms.
  - o 12' of travel
  - o Platform size 30.5 x 49.25
  - o 110 v single phase power supply
  - o On and off opposite sides
  - o Painted standard light grey color (sample upon request)
  - o On and off removable key switches with (2 sets of keys)
  - o Upgraded Maximum capacity 660 lbs.
  - o Fold up seat.
  - Battery back up
  - Emergency hand crank tool
- Provide 15 extra keys
- Provide final State acceptance inspection with state inspector and mechanic.

Our price to perform the above referenced repair is: \$55,656.00 (Fifty-Five Thousand Six Hundred and Fifty-Six Dollars XX/100) Customer Tax Exempt.

50% down payment of \$27,828.00 is required upon material arriving. Photos of equipment will be provided upon arrival and submitted with invoice. Final 50% payment will be required upon completion of state final inspection.

#### Work by others

The proposal does NOT include any cab work, fire alarm, electrical, hoistway, pit, elevator room, and or plumbing work if applicable. If a phone is required, the customer is to supply the phone line. Proposed labor is normal business hours Monday thru Friday. Customer to provide access for installation and any cutting and or patching. If required.

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

May 28, 2024

TOPIC: APPROVE PURCHASE OF SCRUB AND COAT SERVICES FOR GYM FLOORS AT HIGH SCHOOLS AND MIDDLE SCHOOLS

#### **BACKGROUND:**

Maintenance is requesting approval to hire services for the yearly maintenance of scrubbing and coating the gym floors at the middle school, high schools, and central sites. This maintenance will help extend the lifespan of the gym flooring while maintaining its quality, as well as provide a safe surface for students to use.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Scrub and Coat Services for Gym Floors at High Schools and Middle Schools
- 2. Decline to Approve Purchase of Scrub and Coat Services for Gym Floors at High Schools and Middle Schools
- 3. Remand to Staff for Further Study

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

Approve Purchase of Scrub and Coat Services for Gym Floors at High Schools and Middle Schools

**FUNDING SOURCE:** Additional Details:

TRE 198-51-6299-501

COST:

\$80,615.28

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

**QHF Sports** 

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

RFP #22-136 MRO

The above bid/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:

High Schools Middle Schools Billingsley Field House Wilkerson-Greines Activity Center

#### **RATIONALE**:

Gym floor finishing provide a "tackiness" that allows athletes to perform optimally by controlling their footing and limiting injuries. In addition, gym floor finishing adds a layer of protection and can improve a hardwood floor's lifetime.

#### **INFORMATION SOURCE:**



2011 Clovis Barker Rd., San Marcos, TX 78666 Ph: (512) 754-9077 Fax: (512) 754-0919 *QHFsports.com* 

FWISD - RFP #22-136

Exhibit A & B

Date: March 28, 2024

Organization: Fort Worth ISD Attn: Mr. Louis Guerrero Phone: (817) 681-5388

Email: louis.guerrero@fwisd.org

Mr. Guerrero,

Thank you for the opportunity to provide the proposal shown below.

Scope of Work: Scrub & Coat

Description	Area (sq. ft.)	Price
Polytechnic High School Inside Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	7,190	\$ 1,725.60
Polytechnic High School Outside Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	7,298	\$ 1,751.52
<b>Benbrook High School Gym 1</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	10,091	\$ 2,421.84
<b>Benbrook High School Gym 2</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,609	\$ 1,346.16
<b>Trimble Tech High School Inside Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	6,949	\$ 1,667.76
<b>Trimble Tech High School Outside Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	7,298	\$ 1,751.52
<b>Eastern Hills High School Boys Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	7,903	\$ 1,896.72
South Hills High School Small Gym 1 - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	6,566	\$ 1,575.84
<b>South Hills High School Large Gym 2</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	11,752	\$ 2,820.48
Carter-Riverside High School Outside Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	7,298	\$ 1,751.52
Carter-Riverside High School Inside Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,854	\$ 1,164.96
Paschall High School Gus Bates Center Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	12,500	\$ 3,000.00



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Paschall High School Inside Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	8,680	\$ 2,083.20
floor finish.		
Paschall High School Outside Gym - Wet buff floor using abrasive pads and	7,424	\$ 1,781.76
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	.,	ψ .,. σ σ
floor finish.		
Southwest High School Boys Gym - Wet buff floor using abrasive pads and	7,522	\$ 1,805.28
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	,	, ,
floor finish.		
Southwest High School Girls Gym - Wet buff floor using abrasive pads and	7,560	\$ 1,814.40
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	,	, ,
floor finish.		
O.D. Wyatt High School Boys Gym - Wet buff floor using abrasive pads and	7,560	\$ 1,814.40
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	,	, ,-
floor finish.		
O.D. Wyatt High School Girls Gym - Wet buff floor using abrasive pads and	7,280	\$ 1,747.20
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood	,	, ,
floor finish.		
Arlington Heights High School Outside Gym - Wet buff floor using abrasive	7,526	\$ 1,806.24
pads and adhesion formula. Apply one (1) coat of 50% solids oil based	,	, ,
athletic wood floor finish.		
Arlington Heights High School Inside Gym - Wet buff floor using abrasive	4,840	\$ 1,161.60
pads and adhesion formula. Apply one (1) coat of 50% solids oil based	,	
athletic wood floor finish.		
Western Hills High School Boys Gym - Wet buff floor using abrasive pads	7,711	\$ 1,850.64
and adhesion formula. Apply one (1) coat of 50% solids oil based athletic		
wood floor finish.		
Western Hill High School Girls Gym - Wet buff floor using abrasive pads	7,974	\$ 1,913.76
and adhesion formula. Apply one (1) coat of 50% solids oil based athletic		
wood floor finish.		
Dunbar High School Outside School Gym - Wet buff floor using abrasive	7,298	\$ 1,751.52
pads and adhesion formula. Apply one (1) coat of 50% solids oil based		
athletic wood floor finish.		
Northside High School Inside Gym - Wet buff floor using abrasive pads and	6,255	\$ 1,501.20
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood		
floor finish.		
Northside High School Outside Gym - Wet buff floor using abrasive pads	7,298	\$ 1,751.52
and adhesion formula. Apply one (1) coat of 50% solids oil based athletic		
wood floor finish.		
Diamond Hill-Jarvis High School Inside Gym - Wet buff floor using abrasive	6,456	\$ 1,549.44
pads and adhesion formula. Apply one (1) coat of 50% solids oil based		
athletic wood floor finish.		
Diamond Hill-Jarvis High School Outside Gym - Wet buff floor using	7,298	\$ 1,751.52
abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil		
based athletic wood floor finish.		
I.M. Terrell Elementary School Gym - Wet buff floor using abrasive pads and	5,640	\$ 1,353.60
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood		
floor finish.		
Billingsley Field House - Wet buff floor using abrasive pads and adhesion	5,786	\$ 1,388.64
formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.		
Wilkerson-Greines Activity Center - Wet buff floor using abrasive pads and	11,600	\$ 2,784.00
adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood		
floor finish.		



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Benbrook Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	8,667	\$ 2,080.08
Como Montessori Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,723	\$ 1,133.52
Daggett Montessori Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,271	\$ 1,265.04
<b>Elder Middle School Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,000	\$ 1,200.00
Handley Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,603	\$ 1,344.72
<b>Leonard Middle School Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,723	\$ 1,133.52
Meadowbrook Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,920	\$ 1,180.80
Wedgewood Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,704	\$ 1,128.96
Riverside Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,046	\$ 1,211.04
Kirkpatrick Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,466	\$ 1,311.84
McLean Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,040	\$ 1,209.60
Stripling Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,928	\$ 1,182.72
Jacquet Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,580	\$ 1,339.20
McClung Middle School Gym 1 - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,310	\$ 1,274.40
McClung Middle School Gym 2 - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	9,095	\$ 2,182.80
Rosemont Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,061	\$ 1,214.64
William James Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,923	\$ 1,181.52
Meacham Middle School Gym - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,055	\$ 1,213.20



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<b>Daggett Middle School Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	4,766	\$ 1,143.84
<b>Monnig Middle School Gym</b> - Wet buff floor using abrasive pads and adhesion formula. Apply one (1) coat of 50% solids oil based athletic wood floor finish.	5,000	\$ 1,200.00
TOTAL	335,897	\$ 80,615.28

#### **Work Duration**

• Approximately <u>25-27</u> working days plus an additional 3 days for the finish to cure. Finish curing is per floor and starts from the completion of each floor. The actual work duration may differ due to the existing gym floor condition, size, and humidity/HVAC conditions.

DO NOT APPLY TAPE TO THE WOOD FLOOR. THERE IS NO TAPE

MANUFACTURER THAT WILL GUARANTEE THEIR TAPE WILL NOT PEEL THE

FINISH OFF A GYM FLOOR OR PAY FOR ANY REPAIRS WHEN IT DOES.

#### **Exclusions**

- Tax
- Portable toilets
- Removal of tape from gym floor surface,
- Removal of furniture, fixtures and equipment from gym space,
- Payment & Performance bonds (Add 3% to total amount if this is required.)
- Conveyance of extra materials to the client at the conclusion of repair and installation projects. All extra
  material is the property of Quality Hardwood Floors, Inc.

# **Customer Requirements**

#### Scrub and Coat Refinishing

- Ensure that all equipment, mats, tables, chairs, etc. have been removed and the floor is clear of obstructions prior to the arrival of our crew
- Ensure bleachers are pushed into the upright position prior to the arrival of our crew.
- Ensure all temporary game line tape is removed from the floor prior to the arrival of our crew.
- Quality Hardwood Floors, inc. will not be held responsible for finish peeling due to tape removal.
- This re-finishing work will not hide previous or current areas of finish peeling.
- Floors with excessive finish bubbling or peeling will need to be evaluated and may require additional work and fee to ensure new finish coat will adhere properly.
- Ensure that the finished product can cure untouched for 72 hours after it is applied. If the finish is not allowed to cure properly there is a high probability of scratching and/or scuffing.

# **Scheduling**

• Submit desired schedule in writing to <a href="mailto:chad@QHFSports.com">chad@QHFSports.com</a> at least 3 weeks prior to start date. Due to high volume of work during the summer months, please allow a 3 to 4 day time window around the desired start date. We will not reserve start dates until purchase order is received.

# 1 Year Limited Warranty

- HVAC must be set to maintain humidity between 35 and 50 percent. Humidity fluctuations of more than 15% may cause finish and paint to peel, boards to warp or gap, and void warranty.
- Excessive moisture, abusive activities, or excessive weight due to lifts may void warranty.



# OHF SPORTS

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- Excessive loading like those resulting from the use of high point load scissor lifts can lead to surface degradation and/or weaken structural components leading to system failure. Always use multi-layer protection when loading a flooring system with any size lift to protect the integrity of the system and quality of the surface finish.
- Cleaning chemicals that are not specifically for use on gym floors or not compatible with the applied finish will void warranty.
- Daily dustmop cleaning and weekly damp tacking, with approved gym floor cleaner, must be performed to ensure finish is not damaged and not void warranty.

<u>Proposal is valid through July 31, 2024.</u> After that date, we will need to reevaluate the scope of work to verify conditions have not changed.

Thank you for giving us this opportunity. If you have any questions or would like to schedule the work, please contact us at 512-754-9077.

Regards,

Chad A. Montgomery QHF Sports, Inc.

*To accept this proposal and all conditions stated above, please fax both the signed proposal and purchase order to 512-754-0919 or email to <a href="mailto:chad@QHFSports.com">chad@QHFSports.com</a> .		
Organization:		
Date of Acceptance:		
Ву:		
	Printed Name	
Signature:		
Title:		

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE SAFETY SURFACE REPLACEMENT FOR PLAYGROUND AT JOHN T. WHITE ELEMENTARY SCHOOL

#### **BACKGROUND:**

The maintenance department is seeking approval to replace the playground surface at John T. White Elementary School. To improve safety and accessibility for children, the department plans to move away from using wood fibers and instead implement a pour-in-place playground surface. This material is designed to provide a durable and resilient surface that can withstand heavy usage and offer long-lasting protection to the students. Installing a new surface for this playground is a crucial measure that plays a key role in ensuring the safety of students and the community by providing a secure foundation for the play structure. This proactive step helps prevent injuries from falls, collisions, or other accidents during playtime.

To ensure that the playgrounds with the highest maintenance needs receive priority while adhering to budgetary constraints, the maintenance department will schedule future replacements based on the results of the playground assessment. This approach will allow for strategically allocating resources to address the most pressing needs.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Safety Surface Replacement for Playground at John T. White Elementary School
- 2. Decline to Approve Safety Surface Replacement for Playground at John T. White Elementary School
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Safety Surface Replacement for Playground at John T. White Elementary School

FUNDING SOURCE: Additional Details
General Fund 199-51-6299-451

#### COST:

\$62,268.48

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

Playground Solutions of Texas, Inc.

#### **PURCHASING MECHANISM:**

Cooperative Agreement

BuyBoard Contract #679-22

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 679-22. Supporting documentation is attached. The recommended vendor is listed above.

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

John T. White Elementary School

#### **RATIONALE**:

By providing a safe and stable surface, we can create an environment that promotes physical activity and healthy living, while also ensuring the well-being of our children.

#### **INFORMATION SOURCE:**

#### Exhibit A & B

Playground Solutions of Texas, Inc PO Box 92458 Southlake, TX 76092

469-375-4590 info@pstxi.com http://pstxi.com



#### Name / Address

Forth Worth ISD 100 N. University, Suite 140-E Fort Worth, TX 76107

### Ship To

Fort Worth ISD -John T White Elementary 7300 John T White Road Fort Worth, TX 76120

# **Estimate**

**Estimate #** 240370

**Date** 4/10/2024

**Exp Date** 6/30/2024

Terms

Net 25

**Job Number** 

230879

Product	Description	Qty	Rate	Amount
BuyBoard	BUYBOARD CONTRACT NO.679-22 EFFECTIVE 10/1/2022 - 9/30/2024		0.00	0.00
PIP-SAFETY SURFACE	POUR IN PLACE SAFETY SURFACING	2,400	22.47	53,928.00
DUMPSTER	DUMPSTER	1	1,157.00	1,157.00
Discount	DISCOUNT	-1	1,152.00	-1,152.00
REMOVAL OF RUBBE	REMOVAL OF RUBBER TILES (2400sf)	1	8,335.48	8,335.48
INSTALLATION TERMS	INSTALLATION TERMS Acceptance of this proposal includes acceptance of attached Terms and Conditions Form ITCAC 02/24/2020.		0.00	0.00

ACCEPTED BY:		Subtotal
ACCEPTED DATE:		Sales Tax (8.25%)
ACCEPTED DATE:	204	TOTAL

Playground Solutions of Texas, Inc PO Box 92458 Southlake, TX 76092

469-375-4590 info@pstxi.com http://pstxi.com



#### Name / Address

Forth Worth ISD 100 N. University, Suite 140-E Fort Worth, TX 76107

### **Ship To**

Fort Worth ISD -John T White Elementary 7300 John T White Road Fort Worth, TX 76120

# **Estimate**

**Estimate #** 240370

**Date** 4/10/2024

**Exp Date** 6/30/2024

Terms

Net 25

**Job Number** 

230879

Product	Description	Qty	Rate	Amount
PRICING NOTE	DUE TO SUPPLY CHAIN PRICE INCREASES ALL PSTXI QUOTES CAN ONLY BE HONORED TO THE EXPIRATION DATE LISTED ABOVE. WE WILL RE-QUOTE UPON REQUEST AND MAKE EVERY EFFORT TO STAY AS CLOSE TO ORIGINAL QUOTED PRICING. PSTXI APPRECIATES YOUR UNDERSTANDING AND YOUR BUSINESS.		0.00	0.00

ACCEPTED BY:			Subtotal	\$62,268.48
ACCEPTED DATE.	ACEDTED DATE		Sales Tax (8.25%)	\$0.00
ACCEPTED DATE:		205	TOTAL	\$62,268.48

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# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF FLOOR SCRUBBERS AND PADS FOR HIGH SCHOOLS

#### **BACKGROUND:**

Custodial Services is seeking approval for the procurement of floor scrubbers and associated supplies required for the equipment. The proposed equipment replacements will not only augment the cleaning program but also yield time savings. Furthermore, it will offer newer equipment with better operational efficiency and reliability. The program's scheduled implementation will include high schools first before being introduced in middle and elementary schools. The existing technology has limited capabilities concerning different cleaning types and navigating school premises. This new floor care program is specifically designed to enhance building aesthetics, prolong floor life, minimize chemical usage, reduce injuries, and enhance productivity.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Floor Scrubbers and Pads for High Schools
- 2. Decline to Approve Purchase of Floor Scrubbers and Pads for High Schools
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Floor Scrubbers and Pads for High Schools

 FUNDING SOURCE:
 Additional Details

 General Fund
 199-51-6639-453

 199-51-6319-453

#### COST:

\$908,867.68

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

Complete Supply - DFW

#### **PURCHASING MECHANISM:**

Competitive Solicitation

RFP 22-136

The above bid/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:

High Schools Operations

#### **RATIONALE**:

Transitioning to the Orbital Scrubber technology will provide a chemical-free stripping alternative when it comes to wax removal, currently, we use a caustic solution to emulsify the wax.

- This creates a hazardous work environment by making the floor very slippery.
- The stripper solution has caused chemical burns to staff
- The slurry that is removed cannot be poured down the drain as it will reconstitute and create blockages in the sewer systems
- Municipality pretreatment regulations are getting stricter on what can do down the drain
  - o Reducing the amount of stripper that FWISD uses will keep us in compliance with current and future regulations
- We have found that one person can do the work of two or three people in one-third of the time using this technology to remove wax
  - One person operating an Orbital Scrubber can remove up to five layers of wax in a 1,000 square-foot classroom in less than 15 minutes. This process could take two employees an hour using our current technology.

The Orbital Scrubbers will also serve as daily floor cleaners and buffers using a special scrubbing pad.

- This will reduce manual mopping of hallways and cafeterias
- The buffing/shining capacity will reduce our use of propane-powered buffers
- The increased requirements to install carbon monoxide monitors has led to multiple alarms during our evening buffing.

The Orbital Scrubbers will assist in flood remediation

- The unit's ability to nimbly move throughout the building and 30-gallon recovery reservoir will help expedite flood cleanups
  - o Responding quickly with the Orbital Scrubber will mitigate damage to building materials that may occur while other resources are in transit.

#### **INFORMATION SOURCE:**



#### Complete Supply - DFW

13821 Diplomat Drive Farmers Branch, TX 75234 (214) 231-3631 Phone (214) 231- 3636 Fax

## Quotation

Page 1 of 1

Merch Total	\$836,058.24
Taxable Sales	\$0.00
Tax	\$0.00
Non Taxable	\$0.00
Freight	\$0.00
Ppd Deposit	\$0.00
Total	\$836,058.24

# FORT WORTH ISD ATTN: ACCOUNTS PAYABLE 7060 CAMP BOWIE BLVD FORT WORTH TX 76116

<b>Date</b> 1-Apr-2024	Valid Until
Salesman BRUCE Terms NET 30	<b>Quote</b> 340823

<i></i>			
Item Code	Quantity	Price	Amount
895408	48	17,417.88	\$836,058.24
SHIP	1	0.00	\$0.00
	1	0.00	\$0.00
	895408	895408 48	895408 48 17,417.88 SHIP 1 0.00



## Complete Supply - DFW

13821 Diplomat Drive Farmers Branch, TX 75234 (214) 231-3631 Phone (214) 231- 3636 Fax

## Quotation

Page 1 of 1

Merch Total	\$72,809.44
Taxable Sales	\$0.00
Tax	\$0.00
Non Taxable	\$0.00
Freight	\$0.00
Ppd Deposit	\$0.00
Total	\$72,809.44

### FORT WORTH ISD ATTN: ACCOUNTS PAYABLE 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

<b>Date</b> 1-Apr-2024	Valid Until
Salesman BRUCE	<b>Quote</b> 340865
Terms NET 30	

TORT WORTH, 1X 70110	76/11/3 11/21/30		- Total	Ψ72,009. <del>1</del> 4
Description	Item Code	Quantity	Price	Amount
14X20 3M™ RED BUFFER PAD	3M-5100-20X14-CS	15	62.22	\$933.30
5100 10/CS				
14X28 3M™ RED BUFFER PAD	3M-5100-28X14-CS	2	70.46	\$140.92
5100 10/CS				
14" X 20" 3M SPP 10/CS	3M-SPP-14X20-CS	4	138.84	\$555.36
SURFACE PREP PAD				
14" X 28" 3M SPP 10/CS	3M-SPP-14X28-CS	30	149.20	\$4,476.00
SURFACE PREP PAD				
14X20 VELCRO 2 SIDED SHT	30793A	20	75.87	\$1,517.40
14X28 VELCRO 2 SIDED SHT	30794A	150	107.60	\$16,140.00
14X28 TURFSCRUB SNGL-SIDE	PAD1428TURF-CS	10	212.95	\$2,129.50
COARSE SCRUB PAD 4/CS				
40291428				
14X28 TURFSCRUB SNGL-SIDE	PAD1428TURF-EA	10	62.22	\$622.20
COARSE SCRUB PAD EACH	TABIAZOTORI EA	10	02.22	Ψ022.20
40291428				
10201120				
14" X 20" 3M CLEAN & SHINE PAD	3M-84884-CS	4	74.89	\$299.56
SINGLE-SIDED 5/CS				
UPC 50638060848840				
				•
3M 28" X 14" CLEAN & SHINE PAD	3M-9556-2814-CS	340	135.28	\$45,995.20
SCOTCH-BRITE DOUBLE-SIDED				
DISTRICT RFP 22-136				

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF TURF BED MAINTENANCE FOR ATHLETIC FIELDS

#### **BACKGROUND:**

Maintenance is requesting approval for the annual maintenance of the athletic fields, specifically the turf. This maintenance involves a clean sweep and G-Max testing. Clean Sweep Cleaning Service provides comprehensive turf maintenance, cleaning, and grooming services to ensure that the fields are in optimal condition in terms of both appearance and playability. The G-Max testing is conducted to measure the field's shock absorbency. This yearly maintenance of the turf fields aims to ensure the safety of student-athletes who use the fields.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Turf Bed Maintenance for Athletic Fields
- 2. Decline to Approve Purchase of Turf Bed Maintenance for Athletic Fields
- 3. Remand to Staff for Further Study

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

Approve Purchase of Turf Bed Maintenance for Athletic Fields

FUNDING SOURCE: Additional Details
General Fund 199-51-6299-451

#### **COST**:

\$61,600

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

Hellas Construction, Inc.

#### **PURCHASING MECHANISM:**

Cooperative Agreement

TIPS 23020101

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Coopertive Agreement. Pricing obtained through TIPS 23020101. The recommended vendor is listed above.

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

High Schools (8)
Farrington Field
Herman Clark Field
Scarborough-Handley Field

#### **RATIONALE**:

The field's maintenance will support over 5,000 Middle School and High School students who participate in Football, Boys and Girls Soccer, and Flag Football programs.

#### **INFORMATION SOURCE:**

# **HELLAS PROPOSAL**



## Exhibit A & B

April 10, 2024

Hellas, Inc.

12000 West Parmer Lane Austin, Texas 78613 Phone: (512) 250-2910

TO David Guerra
Fort Worth ISD
2208 Handley Drive
Fort Worth, TX 76112
(817) 938-4251
david.guerra@fwisd.org

SALESPERSON	SERVICE TYPE	PAYMENT TERMS	SUGGESTED DATE FOR SERVICE
Harper Seaton	Maintenance	Upon Completion	6/1/2024

We propose to furnish material and labor necessary for the completion of:

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Arlington Heights High School	\$4,400.00	\$4,400.00
1	Benbrook Middle/High School	\$4,400.00	\$4,400.00
1	Carter-Riverside High School	\$4,400.00	\$4,400.00
1	Diamond Hill-Jarvis High School	\$4,400.00	\$4,400.00
1	Dunbar High School	\$4,400.00	\$4,400.00
1	Paschal High School	\$4,400.00	\$4,400.00
1	South Hills High School	\$4,400.00	\$4,400.00
1	Southwest High School	\$4,400.00	\$4,400.00
1	Trimble Tech High School	\$4,400.00	\$4,400.00
1	Western Hills High School	\$4,400.00	\$4,400.00
1	O.D. Wyatt High School	\$4,400.00	\$4,400.00
1	Farrington Field	\$4,400.00	\$4,400.00
1	Herman Clark Field	\$4,400.00	\$4,400.00
1	Scarborough-Handley Field \$4,400.00		\$4,400.00
	TIPPS Contract# 23020101 - Synthetic Turf or Natural Sports Fie Courts, and Tracks Goods and Services (Non-JOC)	elds, Grounds,	
		TOTAL	\$61,600.00

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE RATIFICATION FOR ELEVATOR PHONE SERVICES

#### **BACKGROUND:**

In July 2023, the Board approved Request for Proposal (RFP) 23-124) which pertained to fire alarm and elevator monitoring. As part of this initiative, a cellular dialing system was introduced for elevators, necessitating a phase-out plan for the Plain Old Telephone Service (POTS) lines that were previously connected to emergency call buttons.

A request is being submitted to approve the ratification of services for the POTS lines from September 2023 through August 2024. Although services were provided, the District did not receive invoices for these services until recently. By September 2024, POTS lines will no longer be operational in our elevators, and emergency callouts will be made exclusively through the cellular dialing system.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Ratification for Elevator Phone Services
- 2. Decline to Approve Ratification for Elevator Phone Services
- 3. Remand to Staff for Further Study

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

Approve Ratification for Elevator Phone Services

FUNDING SOURCE: Additional Details
General Fund 199-51-6299-451

#### COST:

\$57,768.12

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

Kings III of America, LLC

#### **PURCHASING MECHANISM:**

Competitive Solicitation

RFP 22-136

The above bid/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:

District Wide

#### **RATIONALE**:

It is imperative to maintain safety compliance in elevators within the District to ensure the provision of an emergency calling method at all times. This measure is essential to guarantee the well-being of occupants and to prevent any untoward incidents. As such, it is recommended to adhere to the necessary safety regulations and guidelines to ensure the safety of all.

# **INFORMATION SOURCE:**

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2520734
 9/1/2023

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custom	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Acct	s Payable Dept	G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
Carter Riverside	High School, 3301	Yucca, Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	450.84
Carter Riverside	High School (Cafet	eria), 1400 Bolton St, Fort We	orth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29			37.65	225.90
Arlington Height	s High School, 450	W Freway, Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	450.84
South Hills High	School, 6101 McCa	irt, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
Diamond Hill Hi	gh School, 1411 Ma	ydell, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
6.00	Elevator Phone 9/1/2023 - 2/29/			50.59	303.54
Dunbar High Sch	ool, 5700 Ramey, F	Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

# Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice		
Invoice Number 2520734	Date 9/1/2023	
Customer Number G1229	Terms Net 20	
Registration Code: CF3111		

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept		Customer Number G1229	PO Number	Invoice Date 9/1/2023	Terms Net 20
Quantity	Description			Rate	Amount
Eastern Hills Hig	gh School, 5701 She	lton, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
Northside High S	School, 2211 McKin	ley, Fort Worth, TX			
12.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	450.84
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
Polytechnic High	School, 1300 Com	er, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42
Paschal High Sci	hool, 3001 Forest P	ark, Fort Worth, TX			
12.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	450.84
6.00	Elevator Phone(s) - Skyline 9/1/2023 - 2/29/2024			50.59	303.54
6.00	6.00 Elevator Phone(s) 9/1/2023 - 2/29/2024			37.57	225.42
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

# Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Net Due: \$27,378.42		Detach And Return Top F	Portion With Your Payment
Custom	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Acct	s Payable Dept	G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
Trimble Tech Hi	gh School, 1003 W	Cannon, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Western Hills Hi	gh School, 3600 Bo	ston, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225,42
Middle Level Led	arning Center, 3813	Valentine, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Daggett Middle	School, 1108 Carlos	ck, Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	450.84
J.P. Elder Middl	e School, 709 NW 2	1st , Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	450.84
Forest Oak Midd	lle School, 3221 Ped	cos, Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	450.84
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Invoice Invoice Number Date 2520734 9/1/2023 Customer Number Terms G1229 Net 20 Registration Code: CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name		Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
Young Men's Lea	dership Academy, .	5100 Willie, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Handley Middle	School, 2801 Patine	o Rd, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
William James M	iddle School, 1101	Nashville, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Kirkpatrick Mida	lle School, 3201 Re	fugio, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
McLean Middle	School, 3816 Stadiu	m, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Meacham Middle	School, 3600 Web	er, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
			-12 / 1-1		
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		nunt Enclosed: Net Due: \$27,378.42		Detach And Return Top F	Portion With Your Paymen
Custome	r Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	Payable Dept	G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
Meadowbrook Mi	ddle School, 2001	Elderville, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Monnig Middle S	chool, 3136 Bighar	n, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Morningside Mid	dle School, 2751 M	fississippi, Fort Worth, TX			
6,00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Riverside Middle	School, 1600 Bolto	on, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Rosemont Middle	School, 1501 W Se	minary, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
W.C. Stripling Mi	ddle School, 2100	Clover Lane, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 1/2024		37.57	225.42
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2520734
 9/1/2023

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

			ie: \$27,378.42			
Customer Name		Customer Number PO Number	PO Number	Invoice Date	Terms	
FWISD / Accts	s Payable Dept	G1229		9/1/2023	Net 20	
Quantity	Description			Rate	Amount	
J Martin Jacquet	Middle School, 250	I Stalcup Rd, Fort Worth, TX	r			
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
Wedgewood Mide	dle School, 3909 W	lkie Way, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
Newcomers Acad	lenty, 7060 Camp B	owie Blvd, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
Como Montessor	i, 4001 Littlepage, i	Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
Rosemont 6th Gr	ade, 3908 McCart,	Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
World Languages	s Institute, 4921 Be	nbrook Hwy, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	225.42	
Date	Invoice #	Description		Amount	Balance Due	
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42	

## Kings III Of America, LLC

(972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD/Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed;		Net Due: \$27,378.42 Detach And Return To			Top Portion With Your Payment	
	er Name s Payable Dept	Customer Number G1229	PO Number	Invoice Date 9/1/2023	Terms Net 20	
r wisd / Acci	s rayable Dept	G1229		9/1/2023	Net 20	
Quantity	Description			Rate	Amount	
Burton Hill Elem	nentary, 519 Burton	Hill, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 1/2024		37.57	225.42	
Carter Park Elen	nentary, 1204 E Bro	oadus, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42	
George Clarke E	lementary, 3300 S I	Henderson, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 1/2024		37.57	225.42	
Lily B Clayton E	lementary, 2000 Pa	rk Place, Fort Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 1/2024		37.57	225.42	
Como Elemantar	y, 4000 Horne, For	t Worth, TX				
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 1/2024		37.57	225.42	
E.M. Daggett Ele	ementary, 958 Page	, Fort Worth, TX				
12.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	450.84	
Date	Invoice #	Description		Amount	Balance Due	
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42	

#### Kings III Of America, LLC

(972) 462-0611

Invoice						
Invoice Number 2520734	Date 9/1/2023					
Customer Number G1229	Terms Net 20					
Registration Code:	CF3111					

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custome FWISD / Accts		Customer Number PO N G1229	umber Invoice Date 9/1/2023	Terms Net 20
		0.000	7,1,200	1100 20
Quantity	Description		Rate	Amount
Mendoza Elemen	tary, 1412 Denver,	Fort Worth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service 2024	37.57	225.42
DeZavala Elemen	ntary, 1419 College	Fort Worth, TX		
12.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024	37.57	450.84
S.S. Dillow Elem	entary, 4000 Ave N,	Fort Worth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024	37.57	225.42
Logan Elementar	y, 2300 Dillard, Fo	rt Worth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024	37.57	225.42
Eastern Hills Ele	mentary, 5917 Sheli	on, Fort Worth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024	37.57	225.42
East Handley Ele	ementary, 2617 Mini	s, Fort Worth, TX		
6.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024	37.57	225.42
Date	Invoice #	Description	Amount	Balance Due
9/1/2023	2520734	Recurring Charges	\$27,378.42	\$27,378.42

#### Kings III Of America, LLC

(972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Acets Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custome	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
Christine Moss E	Elementary, 4108 Ed	astland, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Harlean Beal Ele	ementary, 5615 For	est Hill Dr, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Hubbard Heights	Elementary, 1333	W Spurgeon, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Kirkpatrick Elem	entary, 3229 Linco	ln, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Meadowbrook El	lementary, 4330 Me	eadowbrook Dr, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225,42
M.H. Moore Eler	nentary, 1809 NE3	6th, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
			1 300		
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378,42	\$27,378.42

### Kings III Of America, LLC

(972) 462-0611

#### Invoice Invoice Number Date 2520734 9/1/2023 Customer Number Terms G1229 Net 20 Registration Code: CF3111

864 14 64 1 MARONO O O DINO 10 C 80000 1 1 1 1 1 To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept		Customer Number PO Number G1229		Invoice Date	Terms
				9/1/2023	Net 20
Quantity	Description			Rate	Amount
Morningside Elei	mentary, 2601 Evar	is, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024				37.57	225.42
Nash Elementary	, 401 Samuels, For	t Worth, TX			
6.00	6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024				225.42
North Hi Mount	Elementary, 3801 V	V 7th, Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42
Oakhurst Elemen	itary, 2700 Yucca, I	Fort Worth, TX			
12.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	450.84
Oaklawn Elemen	tary, 3220 Hardem	an, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024				37.57	225.42
Luella Merrett Ei	lementary, 7325 Ke	rmit, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42	
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

#### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Net Du	ie: \$27,378.42	Detach And Return Top Portion With Your Paymen	
Customer Name FWISD / Accts Payable Dept		Customer Number PO Number G1229		Invoice Date	Terms Net 20
				9/1/2023	
Quantity	Description	N- 1		Rate	Amount
Versia Williams E	Elementary, 901 Ba	urline, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024				37.57	225.42
Sam Rosen Eleme	entary, 2613 Roose	velt, Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	(s) - Complete Service /2024		37.57	450.84
Sagamore Hill El	ementary, 701 Hug	hes, Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42
Richard Wilson E	lementary, 900 W I	Fogg, Fort Worth, TX			
12.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	450.84
South Hi Mount E	lementary, 4101 B.	irchman, Fort Worth, TX			
12.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	450.84	
South Hills Eleme	entary, 3009 Bilglad	de, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42	
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

### Kings III Of America, LLC

(972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

PO Number	Invoice Date	Terms	
	9/1/2023	Net 20	
	Rate	Amount	
Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			
Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			
th, TX			
Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			
Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			
Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024		225.42	
18.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024		676.26	
		Litt	
	Amount	Balance Due	
S	\$27,378.42	\$27,378.42	
	rth, TX	Rate  37.57  37.57  37.57  37.57  37.57  37.57  Amount	

#### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept		Customer Number	PO Number	Invoice Date	Terms
		G1229		9/1/2023	Net 20
Quantity	Description			Rate	Amount
I.M. Terrell Elem	entary, 1411 I.M. 1	Terrell Cir, Fort Worth, TX			
24.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	901.68
18.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	676.26
Seminary Hills Po	ark Elementary, 50	37 Townsend, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Delores Huerta E	lementary, 3309 L	ong Ave, Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42
Highline on Magi	nolia, 1066 W Mag	nolia, Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42
Administration B	uilding, 100 N Univ	versity Dr. Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024			37.57	225.42
Courts Building,	5701 Meadowbroo	k, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 9/2024		37.57	225.42
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

#### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice					
Invoice Number 2520734	Date 9/1/2023				
Customer Number G1229	Terms Net 20				
Registration Code:	CF3111				

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept		Customer Number	Customer Number PO Number		Terms
		G1229		Invoice Date 9/1/2023	Net 20
Quantity	Description			Rate	Amount
Metro Opportuni	ty School, 2720 Cu	llen, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	37.57	225.42		
Jean McClung M	iddle School , 3000	Forest Ave , Fort Worth, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024	37.57	450.84	
Wilkerson-Greine	s Activity Ctr/ Foo	tball Field, 5201 C. A. Rober.	son, Fort Worth,		
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024		37.57	225.42	
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024	37.57	225.42	
Professional Dev	elopment Center, 3	150 McCart Ave, Fort Worth,	TX		
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Rosemont Elemer	ntary, 1401 W Semi	nary Dr, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024		37.57	225.42
Date	Invoice #	Description		Amount	Balance Due

#### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice				
Invoice Number 2520734	Date 9/1/2023			
Customer Number G1229	Terms Net 20			
Registration Code:	CF3111			

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Net Du	ue: \$27,378.42	Detach And Return Top Portion With Your Paymen	
Customer Name FWISD / Accts Payable Dept		Customer Number	PO Number	Invoice Date	Terms
		G1229	G1229		Net 20
Quantity	Description			Rate	Amount
Benbrook Middle	School, 201 Overd	erest Dr, Benbrook, TX			
12.00	Elevator Phone 9/1/2023 - 2/29	37.57	450.84		
Fort Worth ISD -	401 E 8th St, 401	E 8th St, Fort Worth, TX			
6.00	Elevator Phone 9/1/2023 - 2/29	e(s) - Complete Service 0/2024	37.57	225.42	
Boulevard Heigh	ts, 5100 El Campo	Ave, Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024		37.57	225.42	
6.00	Emergency Ph- 9/1/2023 - 2/29	one(s) Monitoring Service	27.06	162.36	
Tanglewood Elen	nentary School, 300	60 W Overton Park Dr, Fort V	Vorth, TX		
6.00	6.00 Elevator Phone(s) - Complete Service 9/1/2023 - 2/29/2024				225.42
Vanzandt-Guinn	Elementary, 600 S	Kentucky Ave, Fort Worth, TX	r		
6.00	Elevator Phone 9/1/2023 - 2/29			50.59	303.54
Westpark Elemen	itary FWISD, 1020.	2 Jerry Dunn Pkwy, Benbrook	t, TX		
6.00	Elevator Phone 9/1/2023 - 2/29			50.59	303.54
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Amount Enclosed:

# Invoice Invoice Number Date 2520734 9/1/2023 Customer Number Terms G1229 Net 20 Registration Code: CF3111

Detach And Return Top Portion With Your Payment

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept		Customer Number G1229	PO Number	Invoice Date 9/1/2023	Terms Net 20
Quantity	Description			Rate	Amount
FWISD Teaching	& Learning Center	r, 1050 Bridgewood Dr. Fort	Worth, TX		
6.00	Elevator Skylin 9/1/2023 - 2/29	e		50.59	303.54
				Subtotal:	\$27,378.42
	Tax				0.00
	Payments/Credi	its Applied			0.00
			Ĭnv	oice Balance Due:	\$27,378.42

Net Due: \$27,378.42

	ur Telephones egularly	Sales (866) 354-6473	Service (800) 766-2029		illing 632-5884
Date	Invoice #	Description		Amount	Balance Due
9/1/2023	2520734	Recurring Charges		\$27,378.42	\$27,378.42

#### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice			
Invoice Number 2659893	Date 3/1/2024		
Customer Number G1229	Terms Net 20		
Registration Code:	CF3111		

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

	Customer Number			
Customer Name	Customer Name Customer Number PO Number		Invoice Date	Terms
FWISD / Accts Payable Dept	3/1/2024	Net 20		
Quantity Description			Rate	Amount
Carter Riverside High School, 3301	Yucca, Fort Worth, TX			
12.00 Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	504.00
Carter Riverside High School (Cafet	teria), 1400 Bolton St, Fort Wo	orth, TX		
6.00 Elevator Phone 3/1/2024 - 8/31			42.00	252.00
Arlington Heights High School, 450.	l W Freway, Fort Worth, TX			
12.00 Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	504.00
South Hills High School, 6101 McCo	art, Fort Worth, TX			
6.00 Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024	42.00	252.00	
Diamond Hill High School, 1411 Ma	ydell, Fort Worth, TX			
6.00 Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
6.00 Elevator Phone 3/1/2024 - 8/31			58.00	348.00
Dunbar High School, 5700 Ramey, I	Fort Worth, TX			
6.00 Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Date Invoice #	Description		Amount	Balance Due
3/1/2024 2659893	Recurring Charges		\$30,389.70	\$30,389.70

### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invo	ice
Invoice Number 2659893	Date 3/1/2024
Customer Number G1229	Terms Net 20
Registration Code:	CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

<b>Customer Name</b>		<b>Customer Number</b>	PO Number	Invoice Date	Terms
FWISD / Accts Payable Dept G1229				3/1/2024	Net 20
Quantity	Description			Rate	Amount
Eastern Hills Hig	gh School, 5701 She	lton, Fort Worth, TX			
6,00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Northside High S	School, 2211 McKin	ley, Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	504.00
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024	42.00	252.00	
Polytechnic High	School, 1300 Com	er, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024				42.00	252.00
Paschal High Sci	hool, 3001 Forest P	ark, Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	504.00
6.00	Elevator Phone 3/1/2024 - 8/31			58.00	348.00
6.00	Elevator Phone 3/1/2024 - 8/31			42.00	252.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

#### Kings III Of America, LLC

## Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2659893
 3/1/2024

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Enclosed: Net Due: \$30,389.70 Detach And Retu		Detach And Return Top I	Return Top Portion With Your Paymei	
Customer Name Customer Number PO Number FWISD / Accts Payable Dept G1229			e Customer Number PO Number Invoice D		Terms	
			3/1/2024	Net 20		
Quantity	Description			Rate	Amount	
Trimble Tech Hig	gh School, 1003 W	Cannon, Fort Worth, TX				
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00	
Western Hills Hig	gh School, 3600 Bo	ston, Fort Worth, TX				
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00	
Middle Level Lea	irning Center, 3813	Valentine, Fort Worth, TX				
6.00	Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			42.00	252.00	
Daggett Middle S	School, 1108 Carlos	ck, Fort Worth, TX				
12.00				42.00	504.00	
J.P. Elder Middle	e School, 709 NW 2	lst , Fort Worth, TX				
12.00 Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024				42.00	504.00	
Forest Oak Midd	le School, 3221 Ped	cos, Fort Worth, TX				
12.00 Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			42.00	504.00		
Date	Invoice #	Description		Amount	Balance Due	
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70	

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2659893
 3/1/2024

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:	Net Due: \$30,389.70		re: \$30,389.70	Detach And Return Top F	ortion With Your Paymen
Custom	Customer Name Customer Number PO Number		PO Number	Invoice Date	Terms
FWISD / Accts Payable Dept G1229			3/1/2024	Net 20	
Quantity	Description		-	Rate	Amount
Young Men's Lea	adership Academy, .	5100 Willie, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
Handley Middle	School, 2801 Patine	o Rd, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service		42.00	252.00
William James M	Aiddle School, 1101	Nashville, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024	42.00	252.00	
Kirkpatrick Midd	dle School, 3201 Re	fugio, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024	42.00	252.00	
McLean Middle	School, 3816 Stadiu	ım, Fort Worth, TX			
6.00 Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			42.00	252.00	
Meacham Middle	e School, 3600 Web	er, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service i/2024		42.00	252.00
			1 ,- 11		
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Invoice Invoice Number Date 2659893 3/1/2024 Customer Number Terms G1229 Net 20 Registration Code: CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Net Du	ie: <i>\$30,389.70</i>	Detach And Return Top I	Portion With Your Paymen
Customer Name		Customer Name Customer Number PO Number		Invoice Date	Terms
FWISD / Acct	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
Meadowbrook M	fiddle School, 2001	Elderville, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
Monnig Middle S	School, 3136 Bighai	n, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
Morningside Mid	ddle School, 2751 M	fississippi, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
Riverside Middle	School, 1600 Bolto	on, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
6.00		Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			252.00
Rosemont Middle	e School, 1501 W Se	eminary, Fort Worth, TX			
6.00		Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024		42.00	252.00
W.C. Stripling M	fiddle School, 2100	Clover Lane, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	c(s) - Complete Service /2024		42.00	252.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

#### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Invoice Invoice Number Date 2659893 3/1/2024 Customer Number Terms G1229 Net 20 Registration Code: CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:	Net Due: \$30,389.70		\$30,389.70	Detach And Return Top P	ortion With Your Payment
Customer Name			PO Number	Invoice Date	Terms
FWISD / Accts	Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
J Martin Jacquet	Middle School, 25	01 Stalcup Rd, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service //2024		42.00	252.00
Wedgewood Midd	lle School, 3909 W	ilkie Way, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024	42.00	252.00	
Newcomers Acad	enty, 7060 Camp B	owie Blvd, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service //2024		42.00	252.00
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024	42.00	252.00	
Como Montessori	, 4001 Littlepage,	Fort Worth, TX			
6.00	Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			42.00	252.00
Rosemont 6th Gra	ade, 3908 McCart,	Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
World Languages	Institute, 4921 Be	enbrook Hwy, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	c(s) - Complete Service //2024		42.00	252.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice			
Invoice Number 2659893	Date 3/1/2024		
Customer Number G1229	Terms Net 20		
Registration Code:	CF3111		

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name Customer Number PO Number FWISD / Accts Payable Dept G1229			Invoice Date	Terms	
			3/1/2024	Net 20	
Quantity	Description			Rate	Amount
Burton Hill Elem	entary, 519 Burton	Hill, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252,00
Carter Park Elen	nentary, 1204 E Bro	oadus, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service		42.00	252.00
George Clarke E	lementary, 3300 S	Henderson, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024	42.00	252.00	
Lily B Clayton Ei	lementary, 2000 Pa	rk Place, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024	42.00	252.00	
Como Elemantar	y, 4000 Horne, For	t Worth, TX			
6.00 Elevator Phone(s) - Complete Service 3/1/2024 - 8/31/2024			42.00	252.00	
E.M. Daggett Ele	mentary, 958 Page	Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service		42.00	504.00
			12		
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice			
Invoice Number 2659893	Date 3/1/2024		
Customer Number G1229	Terms Net 20		
Registration Code:	CF3111		

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customo	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
Mendoza Elemen	ntary, 1412 Denver,	Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
DeZavala Eleme	ntary, 1419 College	Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	504.00
S.S. Dillow Elem	entary, 4000 Ave N,	Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Logan Elementar	ry, 2300 Dillard, Fo	rt Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Eastern Hills Ele	mentary, 5917 Shel	ton, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
East Handley Ele	ementary, 2617 Min	s, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2659893
 3/1/2024

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custome	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description		94	Rate	Amount
Christine Moss E	Slementary, 4108 Ed	astland, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Harlean Beal Ele	ementary, 5615 For	est Hill Dr, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Hubbard Heights	Elementary, 1333	W Spurgeon, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Kirkpatrick Elem	entary, 3229 Linco	ln, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Meadowbrook El	ementary, 4330 Me	adowbrook Dr. Fort Worth, T.	X		
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
M.H. Moore Elen	nentary, 1809 NE30	5th, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

#### Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invo	ice
Invoice Number 2659893	Date 3/1/2024
Customer Number G1229	Terms Net 20
Registration Code:	CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

					***
Custome	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
Morningside Elei	mentary, 2601 Evai	is, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Nash Elementary	, 401 Samuels, For	t Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
North Hi Mount	Elementary, 3801 H	7 7th, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Oakhurst Elemen	tary, 2700 Yucca, I	Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	504.00
Oaklawn Elemen	tary, 3220 Hardem	an, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Luella Merrett Ei	lementary, 7325 Ke	rmit, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
			To the last		
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2659893
 3/1/2024

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100

Coppell, TX 75019

Amount Enclosed:		Net Du	ie: <i>\$30,389.70</i>	Detach And Return Top I	Portion With Your Paymen
Customo		Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description	Tarilla Tarilla		Rate	Amount
Versia Williams	Elementary, 901 Ba	urline, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	252.00
Sam Rosen Eleme	entary, 2613 Roose	velt, Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	504.00
Sagamore Hill E	lementary, 701 Hug	thes, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Richard Wilson E	Elementary, 900 W	Fogg, Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	504.00
South Hi Mount I	Elementary, 4101 B	irchman, Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	c(s) - Complete Service /2024		42.00	504.00
South Hills Eleme	entary, 3009 Bilgla	de, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
					. = 46
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

#### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611 
 Invoice

 Invoice Number
 Date

 2659893
 3/1/2024

 Customer Number
 Terms

 G1229
 Net 20

 Registration Code:
 CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custome	er Name	<b>Customer Number</b>	PO Number	Invoice Date	Terms
FWISD / Acets	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
Springdale Elem	entary, 3207 Hollis,	Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
W.J. Turner Elen	ientary, 3001 Azle A	Ave, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Washington Heig	hts Elementary, 32.	14 Clinton Ave, Fort Worth, 1	TX .		
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Westcliff Element	tary, 4300 Clay, For	rt Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Worth Heights El	lementary, 519 E Bi	itler, Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	252.00
Daggett Montess	ori, 2309 Lipscomb,	Fort Worth, TX			
18.00	Elevator Phone 3/1/2024 - 8/31	(s) - Complete Service /2024		42.00	756.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

#### Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Inve	oice
Invoice Number 2659893	Date 3/1/2024
Customer Number G1229	Terms Net 20
Registration Code:	CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Customer Name FWISD / Accts Payable Dept  Quantity Description	Customer Number G1229	PO Number	Invoice Date	Terms
	G1229			
Quantity Description			3/1/2024	Net 20
Quantity Description			Rate	Amount
I.M. Terrell Elementary, 1411 I.M. Terrell	Cir, Fort Worth, TX			
24.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024			42.00	1,008.00
18.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	756.00
Seminary Hills Park Elementary, 5037 Tov	wnsend, Fort Worth, TX			
6.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	252.00
Delores Huerta Elementary, 3309 Long Av	e, Fort Worth, TX			
6.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	252.00
Administration Building, 100 N University	Dr, Fort Worth, TX			
6.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	252.00
Courts Building, 5701 Meadowbrook, Fort	t Worth, TX			
6.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	252.00
Metro Opportunity School, 2720 Cullen, Fo	ort Worth, TX			
6.00 Elevator Phone(s) - C 3/1/2024 - 8/31/2024	Complete Service		42.00	252.00
Date Invoice #	Description		Amount	Balance Due
3/1/2024 2659893	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invo	ice
Invoice Number 2659893	Date 3/1/2024
Customer Number G1229	Terms Net 20
Registration Code:	CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:		Net Due	:: \$30,389.70	Detach And Return Top P	Portion With Your Paymen
Custome FWISD / Accts		Customer Number G1229	PO Number	Invoice Date 3/1/2024	Terms
r wisd/ Accis	rayable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amount
Jean McClung M	iddle School , 3000	Forest Ave , Fort Worth, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service 1/2024		42.00	504.00
Wilkerson-Greine	es Activity Ctr/ Foo	tball Field, 5201 C. A. Roberson	, Fort Worth,		
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service //2024		42.00	252.00
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Professional Dev	elopment Center, 3	150 McCart Ave, Fort Worth, T.	X		
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Rosemont Elemen	ntary, 1401 W Semi	nary Dr., Fort Worth, TX			
6.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	252.00
Benbrook Middle	School, 201 Overc	rest Dr. Benbrook, TX			
12.00	Elevator Phone 3/1/2024 - 8/31	e(s) - Complete Service /2024		42.00	504.00
Date	Invoice #	Description		Amount	Balance Due
3/1/2024	2659893	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

# Kings III Of America, LLC 751 Canyon Dr Ste 100

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

# Invoice Invoice Number Date 2659893 3/1/2024 Customer Number Terms G1229 Net 20 Registration Code: CF3111

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Amount Enclosed:	Net Due	: \$30,389.70	Detach And Return Top P	ortion With Your Payment
Customer Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Accts Payable Do	ept G1229		3/1/2024	Net 20
Quantity Descrip	otion		Rate	Amount
Fort Worth ISD - 401 E 8th S	St. 401 E 8th St, Fort Worth, TX			
	r Phone(s) - Complete Service 4 - 8/31/2024		42.00	252.00
Boulevard Heights, 5100 El	Campo Ave, Fort Worth, TX			
	r Phone(s) - Complete Service 4 - 8/31/2024		42.00	252.00
	ncy Phone(s) Monitoring Service 4 - 8/31/2024		28.95	173.70
Tanglewood Elementary Sch	ool, 3060 W Overton Park Dr, Fort Wo.	rth, TX		
	r Phone(s) - Complete Service 4 - 8/31/2024		42.00	252.00
Vanzandt-Guinn Elementary.	600 S Kentucky Ave, Fort Worth, TX			
	r Phone(s) - Skyline 4 - 8/31/2024		58.00	348.00
Westpark Elementary FWISI	D, 10202 Jerry Dunn Pkwy, Benbrook, T	TX		
	r Phone(s) - Skyline 4 - 8/31/2024		58.00	348.00
FWISD Teaching & Learning	g Center, 1050 Bridgewood Dr, Fort W	orth, TX		
	г Skyline 4 - 8/31/2024		58.00	348.00
Date Invoice	# Description		Amount	Balance Due
3/1/2024 265989	Recurring Charges		\$30,389.70	\$30,389.70

## Kings III Of America, LLC

751 Canyon Dr Ste 100 Coppell, TX 75019 (972) 462-0611

Invoice Invoice Number Date 2659893 3/1/2024 Customer Number Terms G1229 Net 20 CF3111 Registration Code:

To: FWISD / Accts Payable Dept 7060 Camp Bowie Blvd Fort Worth, TX 76116

Remit To: Kings III of America, LLC 751 Canyon Drive Ste 100 Coppell, TX 75019

Custom	er Name	Customer Number	PO Number	Invoice Date	Terms
FWISD / Acct	s Payable Dept	G1229		3/1/2024	Net 20
Quantity	Description			Rate	Amoun
				Subtotal:	\$30,389.70
	Tax				0.00
	Payments/Credit	s Applied			0.00
			Inv	oice Balance Due:	\$30,389.70
******** Test Your	**************************************	**************************************	**************************************	********	******
	**************************************	**************************************	**************************************		********* Silling 632-5884
					_

#### Kings III Of America, LLC

#### CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF ENERGY MANAGEMENT EQUIPMENT AND SERVICES

#### **BACKGROUND:**

The Maintenance Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase energy management equipment and services as needed across the District. These vendors provide energy management controls, installation, and technical support, such as troubleshooting and repairing installed equipment. Based on current expenditures, for the remaining 2023-2024 fiscal year, the department requests a not-to-exceed amount of \$200,000.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Energy Management Equipment and Services
- 2. Decline to Approve Purchase of Energy Management Equipment and Services
- 3. Remand to Staff for Further Study

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

Approve Purchase of Energy Management Equipment and Services

**FUNDING SOURCE:** Additional Details

General Fund 199-51-(6299, 6398)-451 TRE 198-51-(6299, 6398)-501

#### **COST**:

Not-to-Exceed \$200,000

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

Enviromatic Systems Climatec, LLC Logical Solutions Inc.

#### **PURCHASING MECHANISM:**

Cooperative Agreement

Logical Solutions – RFP 22-136, TIPS Contract #23010401, #23010402; Climatec – RFP 21-044, RFP 22-136; BuyBoard 733-24; Omnia Contract #02-86; TIPS Contract #22010601, #22010602, #220104, #23010402 Environatic – BuyBoard #720-23

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative Agreement. The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b). The vendors listed above have been selected to support this purchase.

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

All District Facilities Operations

#### **RATIONALE**:

Approving the not-to-exceed amount for energy management equipment and services will ensure that Operations can maintain proper climate control in schools and facilities for the remainder of the 2023 - 2024 fiscal year.

#### **INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, Operations

## CONSENT AGENDA ITEM BOARD MEETING

May 28, 2024

TOPIC: APPROVE RENEW CONTRACT FOR WAREHOUSE SPACE AT 560 NORTH BEACH STREET

#### **BACKGROUND:**

The Board approved negotiating and entering a contract for the warehouse space located at 560 North Beach Street on August 23, 2022. The lease has been approved for two (2) years with an option to renew for one additional year. Currently, the District seeks to renew the lease contract for a third year with an option to renew it for one (1) additional year. The lease term will commence on October 1, 2024, and end on September 30, 2025.

The warehouse space has been primarily dedicated to temporarily storing supplies and equipment related to 2021 Bond projects. It also stores surplus furniture recovered throughout the District. Moreover, the warehouse supports the District's decommissioning of facilities. It provides a space for staging, repurposing, recycling, and discarding while the District continues to decommission facilities.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Renew Contract for Warehouse Space at 560 North Beach Street
- 2. Decline to Approve Renew Contract for Warehouse Space at 560 North Beach Street
- 3. Remand to Staff for Further Study

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

Approve Renew Contract for Warehouse Space at 560 North Beach Street

**FUNDING SOURCE:** Additional Details:

CIP 2021 661-51-6266-000

COST:

\$391,200

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

Melvin Evans Properties, LTD

#### **PURCHASING MECHANISM:**

#### Not a Purchase

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

Capital Improvement Program District Operations

#### **RATIONALE**:

Renewing the lease for the warehouse will provide temporary storage, staging, repurposing, and recycling solutions.

#### **INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, Operations

## MELVIN EVANS PROPERTIES, LTD.

598 NORTH BEACH STREET FORT WORTH, TEXAS 76111 817-831-0371 (PHONE) 817-838-9932 (FAX)

#### Amendment No. I To Agreement of Lease

Agreement of Leade
This <b>Amendment No. I</b> , effective the day of April, 2024 is entered into by and between <b>Melvin Evans Properties, Ltd</b> (" <u>Landlord</u> ") and <b>Fort Worth Independent School District</b> (" <u>Tenant</u> ").
Whereas, Landlord and Tenant entered into that certain Agreement of Lease dated October 10, 2022, for approximately 60,000 square feet of warehouse space at 560 N. Beach Street, Fort Worth, Texas (the " <u>Premises</u> "), for a two (2) year term, from October 1, 2022 to September 30, 2024 upon terms and conditions described in said Lease; and
Now Therefore, Landlord and Tenant enter into an Amendment No. I as follows:
1. Landlord and Tenant agree to extend said <b>Agreement</b> for an additional one (1) year term beginning October 1, 2024 and expiring September 30, 2025, with rent increasing to \$4.77/ SF + NNN, which is \$23,850.00/ Mo. + NNN.
<ol> <li>Estimated operating expenses shall be \$1.75/ SF for the calendar year 2024, but in all events subject to Article 8(c) of the Agreement of Lease.</li> </ol>
3. Tenant shall have one (1) option to extend the term of the Lease for an additional twelve (12) months at fair market value. Tenant shall give Landlord written notice at least 180 days prior to Lease expiration date.
<ol> <li>Tenant's \$23,000.00 security deposit shall remain on file with Landlord.</li> <li>Tenant shall be responsible for transferring all utilities, excluding water, into Tenant's name and paying vendors directly for utility costs, as stated in Article 11(a) of the Agreement of Lease.</li> </ol>
Landlord and Tenant each agree that all remaining terms of the <b>Agreement of Lease</b> shall remain in full force and effect; and
THIS AMENDMENT NO. I constitutes the whole Agreement between both parties and is executed in duplicate on the day of April, 2024.
Melvin Evans Properties, Ltd. (Landlord)
Name: Mackye L. Evans
Title: President of Melvin Evans Management Co., LLC (General Partner)
Fort Worth Independent School District

4/8/2024

(Tenant)

Name: <u>Dr. Angelica Ramsey</u>
Title: <u>Superintendent of Schools</u>

#### CONSENT AGENDA ITEM BOARD MEETING

May 28, 2024

TOPIC: API

APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR JEAN MCCLUNG MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, a Construction Manager-at-Risk ("CMAR") firm for the Jean McClung Middle School Renovations with the following schedule of events:

First Advertisement	February 06, 2024
Second Advertisement	February 13, 2024
Pre-Proposal Conference	February 13, 2024
Deadline for Questions	February 16, 2024
Deadline to Receive Qualifications	February 27, 2024
Issue Step 2 to Short List (Schedule Interviews)	March 20, 2024
Receive Step 2	April 1, 2024
Interview Firms on Short List; Rank Submissions	April 2, 2024
Board Approval of CMAR Firm	May 28, 2024

The District received three (3) Statements of Qualifications from the following Firms:

Construction Zone of Texas\* RJM Contractors SFP2 JV\*

<u>Step I</u> – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. All responding firms were selected to move on to the Step II process:

- 1. Construction Zone of Texas\*
- 2. RJM Contractors
- 3. SFP2 JV\*

<u>Step II</u> – The second step consisted of a Request for Competitive Sealed Proposal ("CSP") process where all firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal ("Proposals"). All of the invited firms submitted a response to Step II, but RJM Contractors did not appear for their interview and were not evaluated

as part of Step II. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the "best value" to the District and ranked as follows:

- 1. SFP2 JV\*
- 2. Construction Zone of Texas\*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Jean McClung Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

**FUNDING SOURCE:** Additional Details

CIP 2021 661-81-6629-070

# COST:

Not-to-Exceed - \$20,000

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

To Be Determined

# **PURCHASING MECHANISM:**

# **Competitive Solicitation**

<u>Bid/Proposal Statistics</u> Bid Number: 24-041

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 2

**HUB Firms: 3** 

\*Denotes a HUB Firm

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

Capital Improvement Department Jean McClung Middle School

# **RATIONALE**:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

# **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE ADDITIONAL SPENDING AUTHORITY FOR JOB ORDER

CONTRACT GENERAL CONTRACTING SERVICES FOR THE 2021

**CAPITAL IMPROVEMENT PROGRAM** 

# **BACKGROUND:**

On June 28, 2022, the Board of Education approved entering into contracts for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program, in an amount not to exceed \$5,000,000 (RFCSP 22-086). Emergency repairs, minor alterations, and changes in project scopes have depleted the approved authority.

The Capital Improvement Program is requesting an additional \$10,000,000 in spending authority for these services. These services will enable the District to address additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2021 CIP Project scope.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve Additional Spending Authority for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program
- 2. Decline to Approve Additional Spending Authority for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Additional Spending Authority for Job Order Contract General Contracting Services for the 2021 Capital Improvement Program

# **FUNDING SOURCE:** Additional Details:

CIP 2021 661-81-6629-XXX

# COST:

Not-to-Exceed - \$15,000,000 (In the aggregate)

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

Not Applicable

# **PURCHASING MECHANISM:**

Not a Purchase

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

Capital Improvement Program

# **RATIONALE**:

Job Order Contract General Contracting Services are necessary to support the 2021 Capital Improvement Program. Approval of additional spending authority will allow CIP to enter contracts for these services and will enable the District to address any additional need for these services as needed as part of the 2021 CIP projects.

# **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

# CONSENT AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE CLOSEOUT CONTRACT WITH LEMCO CONSTRUCTION

& MATERIALS, LLC, AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT

**PROGRAM** 

# **BACKGROUND:**

On November 13, 2018, the Board of Education approved entering contracts on an as-needed basis for Job Order Contracting Services for the 2017 Capital Improvement Program in an amount not to exceed \$3,000,000. On August 23, 2022, the Board of Education approved additional \$2,000,000 in spending authority for these services. On March 28, 2023, the Board of Education approved an additional \$10,000,000 spending authority for these services. These services enabled the District to address additional minor construction, repair, rehabilitation of facilities that may were needed as part of the 2017 CIP projects.

On May 23, 2023, The Board of Education approved the job order contract with LEMCO Construction & Materials, LLC, for Betterment renovations at Trimble Tech High School in an amount not to exceed \$1,530,245.00.

Original Contract with			
Guaranteed Maximum		Original Substantial	
Price:	\$1,530,245.00	Completion Date:	October 10, 2023
Final Deductive Change			
Order No. 1:	(\$28,807.05)	Decrease of 15 Days	
		Final Substantial	
Final Contract Amount:	\$1,501,437.95	Completion Date:	September 25, 2023
Previously Paid:	(\$1,426,366.05)		
Final Payment Due:	\$75,071.90		

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve Closeout Contract with LEMCO Construction & Materials, LLC, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- 2. Decline to Approve Closeout Contract with LEMCO Construction & Materials, LLC, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Closeout Contract with LEMCO Construction & Materials, LLC, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:** Additional Details

CIP 2017 671-00-2116-000

**COST**:

\$75,071.90

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

LEMCO Construction & Materials, LLC

# **PURCHASING MECHANISM:**

# Not a Purchase

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

Capital Improvement Department Trimble Tech High School

### **RATIONALE**:

LEMCO Construction & Materials, LLC has completed all work as required per the terms of their Contract for Betterment renovations at Trimble Tech High School. The work was inspected by Fender Andrade Architects, and the project was accepted by the Capital Improvement Program Department (CIP). A financial reconciliation of the amount paid to date was performed by the CIP Controls Department.

# **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations



# Change Order

PROJECT: (Name and address) 3086 - FWISD TRIMBLE TECH

BETTERMENT 1003 Cannon Drive Fort Worth, Texas 76104

OWNER: (Name and address) Fort Worth ISD 7060 Camp Bowie Blvd Fort Worth, Texas 76116

**CONTRACT INFORMATION:** 

Contract For: General Construction

Date: May 16, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: April 2, 2024

ARCHITECT: (Name and address)

Fender Andrade Architects 201 S. Calhoun St., 113C Fort Wort, Texas 76104

**CONTRACTOR:** (Name and address)

**LEMCO Construction** 14131 Midway Road, Ste. 660

Addison, TX 75001

# THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The purpose of this change order is to reconcile the final contract amount.

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be decreased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be decreased by Fifteen (15) days.

The new date of Substantial Completion will be September 25, 2023

1.530.245.00 0.00 1.530.245.00 28.807.05 1,501,437.95

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

render Andrade	Archii	ects
-		

LEMCO Construction

CONTRACTOR (Firm name)

Fort Worth ISD

OWNER (Firm name)

SEMBLE, MESIDENTICE

TED NAME AND TITLE

SIGNATURE

PRINTED NAME AND TITLE

DATE

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# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE RENEWAL OF DISTRICT – WIDE LEGAL SERVICES

# **BACKGROUND:**

On May 24, 2022, the Board of Trustees approved the qualifications of firms for the provision of legal services in the amount of \$1,200,000. The services were on an as-needed basis from May 24, 2022, through May 24, 2023, with an annual renewal not to exceed four (4) consecutive years. A one-year renewal was approved on May 24, 2023, for up to \$1,200,000, from May 24, 2023, to May 24, 2024. This Action Agenda Item will allow for the extension on another renewal year of that award, for up to \$1,200,000, from present to May 28, 2025.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve renewal of District Wide Legal Services
- 2. Decline to Approve renewal of District Wide Legal Services
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve renewal of District – Wide Legal Services

**FUNDING SOURCE:** Additional Details

General Fund Various funding line items
Debt Service Fund
CIP 2017
CIP 2021

# COST:

\$1,200,000 annually

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

Abernathy, Roeder, Boyd & Hullett Bracewell LLP Bracket & Ellis, PC Cantey Hanger LLP Clark Hill McCall, Parkhurst & Horton, LLP O'Hanlon, Demerath & Castillo Orrick, Herrington, & Sutliffe, LLP Ray & Wood Rogers, Morris & Grover LLP Escamilla & Poneck, LLP

Fanning, Harper, Martinson, Brandt & Kutchin, PC Thompson & Horton, LLP

Greenberg Traurig Jones Walker LLP

Karczewski, Bradshaw, Spalding, LLP

Kelly, Hart & Hallman, LLP

Leasor Crass, PC Leon Alcala PLLC

Norton, Rose, Fulbright US LLP

Underwood Law Firm Watson, Caraway, Midkiff & Luningham Walsh, Gallegos, Trevino, Russo & Kyle

West & Associates, LLP

Salas Law

# **PURCHASING MECHANISM:**

Competitive Solicitation

Solicitation Statistics: Bid Number: 22-126

Number of Solicitation Received: 29

HUB Firms: 4 Compliant Bids: 29

The above solicitation has been evaluated in accordance with the Texas Government Code 2254 and the Texas Education Code 44.031 regarding demonstrated competence and qualifications to perform the required services. The firms listed above have been selected for recommendation.

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

Office of Legal Services

# **RATIONALE**:

Legal firms are needed to provide legal services on an as-needed basis for legal matters related to business and commercial law, bond counsel, construction law, elections, employment law, e-rate, facility use/naming rights, general litigation, hearing officers, immigration law, intellectual property, investigations, personnel administration and benefits, policy, public information requests, public-private partnerships, real estate, small claims litigation; special counsel to the Board; special education/section 504, trainings, zoning, planning, and land use, and other legal services that may be required.

# **INFORMATION SOURCE:**

Karen Molinar Lynda Jackson

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE DISTRICT TO ENTER INTO AND EXECUTE A

CONTRACT FOR A NEW ENTERPRISE RESOURCE PLANNING (ERP)

AND TIMEKEEPING SYSTEM

# **BACKGROUND:**

The District issued a Request for Proposal (RFP 24-053) in December, 2023 entitled "Enterprise Resource Planning System and Timekeeping" to identify and implement a new ERP and Timekeeping solution. The District established an evaluation/selection committee with members from Business and Finance, Talent Management, Operations, Learning and Leading, and Technology to make a recommendation. The selection committee in collaboration with the District's consultant firm, Plante Moran, reviewed all proposals and recommended the following vendors for onsite-demonstrations:

Vendor Name	Onsite Demo Dates
Frontline Technologies Group LLC	February 15 <sup>th</sup> – 16 <sup>th</sup>
PowerSchool Group LLC	February 5 <sup>th</sup> – 6 <sup>th</sup>
Tyler Technologies, Inc	February 8 <sup>th</sup> – 9 <sup>th</sup>

Each of the three vendors were allocated 15 hours over the course of two days to demonstrate their solution. The demonstrations were open to the entire District and averaged 100 attendees each day. The selection committee participated in the demonstrations, reviewed the ratings from the attendees and conducted other due diligence activities (including reference checks) to arrive at their recommendation, Frontline Technologies Group LLC.

The District is requesting approval to enter into and execute a contract with Frontline Technologies Group, LLC not-to-exceed \$5,301,214.47.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve District to Enter into and Execute a Contract for a New Enterprise Resource Planning (ERP) and Timekeeping System
- 2. Decline to Approve District to Enter into and Execute a Contract for a New Enterprise Resource Planning (ERP) and Timekeeping System
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve District to Enter into and Execute a Contract for a New Enterprise Resource Planning (ERP) and Timekeeping System

FUNDING SOURCE: Additional Details

General Fund 199-53-6658-402

# COST:

Not to Exceed \$5,301,214.47

Year 1	Year 2	Year 3
\$2,601,912.97	\$1,395,019.97	\$1,304,281.53

# **VENDOR:**

Frontline Technologies Group, LLC

# **PURCHASING MECHANISM:**

# **Competitive Solicitation**

Solicitation Statistics:

Solicitation Number: RFP 24-053 Number of Responses Received: 7

HUB Firms: 0 Compliant Bids: 7

The above solicitation has been evaluated in accordance with Texas Education Code 44.031. All responses to the solicitation have been qualified to provide the goods and services as per the specifications. The vendor listed above has been selected to support this contract.

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

Districtwide

# **RATIONALE**:

This District's current ERP and Timekeeping systems have been in place for a combined 34 years. This product landscape has presented the need for an integrated solution that reduces manual interventions, custom programming and one-off implementations while providing robust reporting capabilities. Frontline Technologies Group LLC offers an integrated solution that addresses the gaps in the District's current product lineup which will lead to operational improvements and efficiencies Districtwide.

# **INFORMATION SOURCE:**

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

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE FINDINGS REQUIRED BY GOVERNMENT CODE SECTION

2254 REGARDING CONTINGENT FEE LEGAL SERVICES AND ENTER INTO A CONTRACT WITH DELINQUENT TAX FIRM FOR

**DELINQUENT TAX REPRESENTATION** 

# **BACKGROUND:**

As a result of a recent Request for Proposal (RFP), the District is recommending Linebarger Goggan Blair & Sampson, LLP ("*Linebarger*") as the District's delinquent tax collections provider for the next five years, beginning on July 1, 2024. Linebarger is currently the incumbent vendor for these services and their current contract expires on June 30, 2024. The District received three respondents to the solicitation and Linebarger was the highest ranked vendor.

In order to enter into a contract for the collection costs of delinquent taxes, several steps must be taken as required by state law. First, adequate notice as required by Sec. 2254.1036 of the Texas Government Code, was given in the form of a website posting of the Public Notice in a similar manner as posting for board meetings.

The Board of Trustees must also approve certain findings prior to entering into an agreement with any proposed firm. Included in the supporting documentation are those findings that support the recommendation.

In an accompanying board item, the Board of Trustees must also approve a resolution that authorizes the imposition of up to a 20% penalty for the collection costs on delinquent taxes.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

# **ALTERNATIVES:**

- 1. Approve Findings required by Government Code Section 2254 regarding Contingent Fee Legal Services and Enter into a Contract with Delinquent Tax Firm for Delinquent Tax Representation
- 2. Decline to Approve Findings required by Government Code Section 2254 regarding Contingent Fee Legal Services and Enter into a Contract with Delinquent Tax Firm for Delinquent Tax Representation
- 3. Remand to Staff for Further Study

# **SUPERINTENDENT'S RECOMMENDATION:**

Approve Findings required by Government Code Section 2254 regarding Contingent Fee Legal Services and Enter into a Contract with Delinquent Tax Firm for Delinquent Tax Representation

**FUNDING SOURCE:** Additional Details

No Cost

**COST**:

No Cost

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

Linebarger Goggan Blair & Sampson, LLP

# **PURCHASING MECHANISM:**

Competitive Solicitation

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

Division of Business and Finance

# **RATIONALE**:

The District requires the services of an outside firm to collect delinquent taxes as it does not have the resources internally to manage these collections.

# **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

# ACTION APPROVING THE AGREEMENT FOR TAX COLLECTION SERVICES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Agreement for Tax Collection Services ("Agreement") with Linebarger Goggan Blair & Sampson, LLP is approved and the President of the Board of Education of the Fort Worth Independent School District is authorized to execute this Agreement.

After exercising its due diligence the Fort Worth Independent School District ("District") Board of Education finds that:

- 1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
- 2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;
- 3. These legal services cannot reasonably be obtained from attorneys in private practice under an agreement providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the District does not have the funds to pay the estimated amounts required under an agreement only for the payment of hourly fees;
- 4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this Agreement;
- 5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the District for fourteen years with professionalism and exceptional service. Additionally, many nearby school districts and other taxing entities have relied on the collection expertise of the Linebarger law firm for 45 years. Those entities have been satisfied with the quality and outcome of the legal services provided.
- 6. The approval of this Agreement with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

# **Agreement for Tax Collection Services**

This Agreement for Tax Collection Services ("Agreement") is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") 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 the "Client").

# Article I Nature of Relationship

- **1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.
- **1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

# Article 2 Scope of Services

- **2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this Agreement, as hereinafter provided.
- **2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.
- 2.03 Taxes owed to the Client shall become subject to this Agreement upon the following dates, whichever occurs first:
- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax:
- (b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;
  - (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or
  - (f) On July 1 of the year in which the taxes become delinquent.

# Article 3 Compensation

- 3.01 Client agrees to pay to the Firm, as compensation for the services required herein:
- (a) fifteen percent (15%) of the amount of all 2002 and prior year taxes, penalty and interest collected during the terms of this contract as set forth in Paragraph 2.03 above,

- (b) twenty percent (20% of the amount of all 2003 through 2023 taxes, penalty and interest collected during the terms of this contract as set forth in Paragraph 2.03 above,
- (c) fifteen percent (15%) of the amount of all 2024 and subsequent year taxes, penalty and interest collected during the terms of this contract as set forth in Paragraph 2.03 above.
- **3.02** The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty, and interest is made to the collector.

# Article 4 Intellectual Property Rights

- **4.01** The Client recognizes and acknowledges that the Firm owns all right, title, and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.
- **4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization, or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners, or other third parties for purposes of improving the Firm's software and services.

# Article 5 Costs

- 5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.
- 5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

#### Article 6

#### Term and Termination

- **6.01** This Agreement shall be effective on July 1, 2024 (The "Effective Date") and shall expire on June 30, 2029 (the "Expiration Date").
- **6.02** Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional thirty (30) day period without the necessity of any further action by either party. This Agreement shall continue in a similar form if neither party notifies the other party in writing that it does not wish to continue this Agreement.

# [Reserved]

- **6.03** If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").
- 6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants, or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties, and interest collected in the pending matters during the six-month period.
- **6.05** If applicable, the Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

# Article 7 Miscellaneous

- **7.01** Assignment and Subcontracting. This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible for paying any compensation due to any such co-counsel or subcontractor.
- **7.02** *Mediation.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be first submitted to non-binding mediation. If the parties do not resolve the dispute through non-binding mediation, the method of dispute resolution shall be litigation in a court of competent jurisdiction.

- **7.03** Integration. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties. This Agreement incorporates all offers, services, promises, and considerations made in Firm's Proposal and Addendum in response to Client's Request for Proposal for Delinquent Tax Collection Services. This includes, but is not limited to the following value -added services (at no cost to the District) that will benefit the District and its citizens:
  - Offset for District's current collection expenses with Tarrant County Tax Office, in an amount up to \$225,000 annually
  - Property Value Study, Appeals, & Audit Services
  - Internship and Mentoring Program for District Students
  - Nationwide Bankruptcy Representation
  - Legislative Support
  - Collection of delinquent special inventory taxes (automobile dealerships)
- **7.04** Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.
- **7.05** Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five (5) years from the date of issuance of a warrant.

Litigation files:

Two (2) years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five (5) years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten (10) years from the date of filing of an abstract of judgment, or five (5) years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files:

Two (2) years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three (3) years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

**7.06.** Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

Fort Worth Independent School District	Linebarger Goggan Blair& Sampson, LLP
By: Dr. Camille Rodriguez, President Board of Trustees	By: Marbara M. Williams, Managing Partner
Date:	Date: 5,24.2024
ATTEST:	
ANAEL LUEBANOS Secretary Board of Trustees Fort Worth Independent School District	

# FORT WORTH INDEPENDENT SCHOOL DISTRICT RESOLUTION AUTHORIZING THE IMPOSITION OF UP TO A 20% PENALTY FOR COLLECTION COSTS ON DELINQUENT TAXES

# **RECITALS**

Section 6.30 of the Texas Tax Code, as amended, authorizes Fort Worth Independent School District (hereinafter "District") to provide for compensating an attorney up to 20% of the delinquent tax, penalty, and interest collected by the attorney.

Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize District to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to section 6.30 of the Texas Tax Code.

The District has contracted with Linebarger Goggan Blair & Sampson, LLP ("Linebarger") to collect its delinquent taxes pursuant to section 6.30 of the Texas Tax Code, as amended.

The contract provides that Linebarger's compensation shall be comprised of section 33.07 penalties, section 33.08 penalties, section 33.11 penalties and section 33.48 attorney fees awarded to and collected by Linebarger, pursuant to each statute of the Texas Tax Code.

The District has agreed in the contract to impose section 33.07, section 33.08, and section 33.11 penalties of up to 20% to offset the cost of delinquent tax collection efforts. Notwithstanding any other provision of this resolution, it is not intended to and it should not be construed so as to impose an additional penalty under Section 33.07 of the Texas Tax Code on any delinquent tangible personal property taxes that Section 33.11 of the Texas Tax Code forbids its application.

# **ORDER**

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

- **Section 1.** The matters, recitals, and facts related in the preamble of this resolution are hereby found and determined to be true and correct.
- **Section 2.** An additional penalty on delinquent taxes for tax year 2002 and prior years is hereby authorized and imposed, as provided by Sections 33.07, 33.08, and 33.11, Texas Tax Code, in the amount of 15% of the delinquent tax, penalty, and interest due.
- **Section 3.** An additional penalty on delinquent taxes for tax years 2003 through 2023 is hereby authorized and imposed, as provided by Sections 33.07, 33.08, and 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty, and interest due.
- **Section 4.** An additional penalty on delinquent taxes for tax years 2024 and subsequent years is hereby authorized and imposed, as provided by Sections 33.07, 33.08, and 33.11, Texas Tax Code, in the amount of 15% of the delinquent tax, penalty, and interest due.

PASSED, APPROVED, AND ADOPTI	E <b>D</b> this	day of	2024.
	Fort W	orth Independ	dent School District
	Preside Board o	of Trustees	GUEZ nt School District
ATTEST:			
ANAEL LUEBANOS Secretary			
Board of Trustees Fort Worth Independent School District			

[Signature Page to Delinquent Tax Collection Resolution]

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE COMPENSATION PLAN FOR THE 2024-2025 SCHOOL YEAR

# **BACKGROUND:**

A decision on the Compensation Plan for the 2024-2025 school year will enable the District to continue to attract and retain the best employees to meet the needs of students in our community.

# **STRATEGIC GOAL:**

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

# **ALTERNATIVES:**

- 1. Approve Compensation Plan for the 2024-2025 School Year to Include an Increase for All Employees
- 2. Decline to Approve Compensation Plan for the 2024-2025 School Year to Include an Increase For All Employees
- 3. Remand to Staff for Further Study

# SUPERINTENDENT'S RECOMMENDATION:

**FUNDING SOURCE:** Additional Details

General Fund All District Fund

# COST:

Approximately \$23.5 Million

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

Not Applicable

# **PURCHASING MECHANISM:**

Not a Purchase

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

All District Campuses and Departments

# **RATIONALE**:

Additional compensation is expected to aid in the retention and recruitment of employees to serve students in Fort Worth ISD.

# **INFORMATION SOURCE:**

Woodrow W. Bailey III

# 2024-2025

# COMPENSATION MANUAL



DIVISION OF TALENT MANAGEMENT

# DRAFT

7060 Camp Bowie Blvd., Fort Worth, TX 76116

#### Teachers Salary Plan Development Fort Worth ISD Model 1: \$62,250 starting, 1.0% GPI 2024-2025 2023-2024 General 2024-2025 Proposed **Current Market Median** 2023-2024 **New Hire** Ехр **New Hire** Pay Additional Years of Compare Compare Years of Value Diff Salary Salary Increase + Adjustment Exp Before After Ехр 0 Years 102% 102% \$62,250 60,794 0 **→** \$650 400 \$62,000 1 \$62,650 0 → + = + 500 2 \$63,150 1 \$62,500 \$650 = 500 \$63,650 = 3 2 \$63,000 + \$650 + 500 4 \$64,150 \$63,500 \$650 = 5 Years 3 + + 5 \$64,550 62,376 103% 103% 400 \$650 = 4 \$63,900 557 \$65,107 6 5 \$64,457 + \$650 + = \$65,523 416 7 6 \$64,873 \$650 + + 417 7 3 8 \$65,940 \$65,290 + \$650 + 9 \$66,355 415 8 \$65,705 \$650 + = 10 Years 63,881 104% 105% 416 10 \$66,771 9 \$66,121 \$650 = + + = 11 \$67,336 565 \$650 + 10 \$66,686 + \$67,700 364 \$67,050 \$650 = 12 11 + + 374 13 \$68,074 12 \$67,424 \$650 = 433 \$68,507 13 \$67,857 + \$650 + = 14 15 Years 105% 597 105% = 15 \$69,104 65,694 14 \$650 + \$68,454 + 571 16 \$69,675 15 \$69,025 \$650 + = \$70,175 500 17 16 \$69,525 \$650 = = 18 \$70,671 496 17 \$70,021 \$650 + + 527 19 \$71,198 = 20 Years \$70,548 \$650 + 18 67,741 106% 106% 635 20 \$71,833 19 \$71,183 \$650 + = 342 \$72,175 \$71,525 21 20 + \$650 + 386 \$650 + = 22 \$72,561 21 \$71,911 + \$72,946 385 23 \$72,296 \$650 = 22 + + 383 24 \$73,329 23 \$72,679 \$650 = + 394 \$73,723 = 25 24 \$73,073 + \$650 \$74,149 426 = 26 25 \$73,499 \$650 + + 402 Ξ \$74,551 26 \$73,901 \$650 27 736 \$75,287 \$650 \$94 = 28 27 \$74,543 + + \$76,811 1,524 \$75,287 \$650 \$874 = 29 28 + 878 = 30+ \$77,689 \$650 + \$228 29 \$76,811 30+ \$77,689

General pay increase is applied to the market median salary (\$65,111).

Pay Range Minimum \$62,250 Pay Range Maximum \$82,700

#### Teachers Salary Plan Development Fort Worth ISD Model 2: \$62,500 starting, 1.5% GPI 2024-2025 1.5% 2024-2025 Proposed **Current Market Median** 2023-2024 2023-2024 General Exp **New Hire** Additional Years of Compare Compare Years of **New Hire** Pay Value DIff Salary Increase + Adjustment Exp **Before** After Salary Exp 0 Years 103% 0 > \$62,500 60,794 102% 500 \$63,000 0 $\rightarrow$ \$62,000 + \$1,000 + 1 \$63,500 500 2 \$1,000 \$62,500 1 500 3 \$64,000 2 \$63,000 \$1,000 + = 500 4 \$64,500 \$63,500 \$1,000 5 Years 3 + + 62,376 103% 104% 400 \$64,900 4 \$63,900 \$1,000 = 5 557 6 \$65,457 = \$1,000 + \$64,457 5 + 416 = 7 \$65,873 6 \$64,873 \$1,000 417 \$66,290 8 7 \$65,290 + \$1,000 + = 415 \$1,000 = 9 \$66,705 10 Years \$65,705 + 8 + 105% 416 104% 10 \$67,121 63,881 = \$1,000 9 \$66,121 565 \$67,686 10 \$66,686 \$1,000 = 11 364 \$68,050 \$1,000 12 11 \$67,050 + + 374 = 13 \$68,424 \$1,000 \$67,424 12 433 \$68,857 \$1,000 + 14 15 Years # 13 \$67,857 105% 106% 597 \$69,454 65,694 15 14 \$68,454 + \$1,000 571 \$70,025 = 16 \$1,000 + 15 \$69,025 + 500 17 \$70,525 \$1,000 + = \$69,525 16 + 496 \$71,021 17 \$70,021 \$1,000 = 18 \$71,548 527 19 20 Years \$1,000 = 18 \$70,548 + 107% 67,741 106% 635 = 20 \$72,183 \$71,183 \$1,000 + 19 + 342 \$72,525 = 21 \$1,000 20 \$71,525 \$72,911 386 22 21 \$71,911 + \$1,000 = 385 \$73,296 23 \$72,296 \$1,000 22 + 383 2 24 \$73,679 \$1,000 \$72,679 23 394 \$74,073 25 = 24 \$73,073 \$1,000 + 426 \$74,499 \$1,000 + 26 25 \$73,499 + 402 27 \$74,901 \$1,000 = 26 \$73,901 642 28 \$75,543 \$1,000 27 \$74,543 + = 1,268 \$76,811 \$75,287 \$1,000 \$524 29 28 1,000 \$77,811 = 30+ \$76,811 \$1,000 + 29 \$77,689 30+

General pay increase is applied to the market median salary (\$65,111).

Pay Range Minimum	\$62,500	Pay Range Maximum	\$83,100

Fort Worth	ISC	Salary Pla  Solution  Solution  Solution			ner	nt		Built fro	m HS	Counselors			
2023-2024		2023-2024		1.0% General				2024-2025		2024-2025 Proposed	Curre	nt Market Median	
Years of Exp		New Hire Salary	+	Pay Increase	+	Additional Adjustment	=	Years of Exp		New Hire Salary	Value	Compare Compare Before After	Exp
											Q Years		
VII. (0)	98			جا البيأ				0	>	\$72,750	0		
0	→	\$72,250	+	\$850	+		=	1		\$73,100			350
1		\$72,797	+	\$850	+	e cruffs	=	2		\$73,647			547
2		\$73,360	+	\$850	+	\$22	=	3		\$74,232			585
3		\$74,232	+	\$850	+	\$195	=	4		\$75,277	5 Years		1,04
4		\$75,277	+	\$850	+		=	5		\$76,127	0		850
- 5	7	\$76,077	+	\$850	+		=	6		\$76,927			800
6		\$76,489	+	\$850	+		,= °	7		\$77,339			412
7		\$76,898	+	\$850	+	TILLY TO	3	8	7	\$77,748			409
8		\$77,375	+	\$850	+		н	9		\$78,225	10 Years		477
9	H	\$78,164	+	\$850	+		=	10		\$79,014	0		789
10		\$78,756	+	\$850	+		=	11		\$79,606			592
11		\$79,171	+	\$850	+	17.5	=	12	4	\$80,021			415
12		\$79,601	+	\$850	+		=	13		\$80,451			430
13	Ħ	\$80,054	+	\$850	+	No.	=	14		\$80,904	15 Years		453
14		\$80,670	+	\$850	+		=	15		\$81,520	0		616
15	,X	\$81,077	+	\$850	+		-	16		\$81,927			407
16		\$81,514	+	\$850	+		=	17		\$82,364			437
17	ы	\$81,954	+	\$850	+		=	18		\$82,804			440
18		\$82,664	+	\$850	+		=	19		\$83,514	20 Years		710
19		\$83,374	+	\$850	+	and the	=	20		\$84,224	0		710
20		\$83,819	+	\$850	+		=	21		\$84,669			445
21		\$84,251	+	\$850	+		-	22	÷ī	\$85,101			432
22		\$84,685	+	\$850	+		= 1	23		\$85,535			434
23		\$85,113	+	\$850	+	Music 1	=	24		\$85,963			428
24		\$85,547	+	\$850	+		=	25		\$86,397			434
25	1,,	\$86,125	+	\$850	+		=	26		\$86,975			578
26		\$86,567	+	\$850	+		=	27		\$87,417			442
27	. "	\$87,275	+	\$850	+	\$812	=	28		\$88,937			1,52
28		\$88,937	+	\$850	+	\$157	=	29		\$89,944			1,00
29	ł.	\$89,944	+	\$850	+	E WAY	=	30+	ľЩ	\$90,794			850
30+		\$90,744											

General pay increase is applied to the market median salary (\$81,383).

\$96,800 Pay Range Minimum \$72,750 Pay Range Maximum

ort Worth	ISD	Salary Pla  50 starting			nen			Built from	m HS	Counselors				
2023-2024		2023-2024		1.5% General				2024-2025		2024-2025 Proposed	Curren	nt Market Mo	edian	
Years of Exp		New Hire Salary	+	Pay Increase	+ -	Additional Adjustment	×	Years of Exp		New Hire Salary	Value	Compare Before	Compare After	Exp Diff
											0 Years			
	8	1 11			ŠŤ.		7,13	0	<b>→</b>	\$72,750	0			
0	<b>→</b>	\$72,250	+	\$1,250	+		): <b>=</b>	1		\$73,500				750
1		\$72,797	+	\$1,250	+		=	2	W	\$74,047				547
2		\$73,360	+	\$1,250	+		E	3		\$74,610				563
3	٦,	\$74,232	+	\$1,250	+		=	4		\$75,482	5 Years			872
4		\$75,277	+	\$1,250	+		=	5		\$76,527	0			1,04
5	H	\$76,077	+	\$1,250	+		=	6	ly i	\$77,327	U			800
6		\$76,489	+	\$1,250	+		=	7		\$77,739				412
7		\$76,898	+	\$1,250	+		-	8		\$78,148				409
8		\$77,375	+	\$1,250	+		×	9		\$78,625	10 Years			477
9	T	\$78,164	+	\$1,250	+		=	10		\$79,414	0			789
10		\$78,756	+	\$1,250	+		12	11		\$80,006				592
11	8	\$79,171	+	\$1,250	+	vi siri	=	12	N.	\$80,421				415
12		\$79,601	+	\$1,250	+		=	13		\$80,851				430
13	11 1	\$80,054	+		+	de Callin	=	14	0.57	\$81,304	15 Years			453
14		\$80,670	+	\$1,250	+		ij.	15		\$81,920	0			616
15	111	\$81,077	+	\$1,250	+	1314	=	16	3	\$82,327				407
16		\$81,514	+	\$1,250	+		=	17		\$82,764				437
17		\$81,954	+	\$1,250	+	. 1110	, <u>a</u> 1	18	77	\$83,204				440
18		\$82,664	+	\$1,250	+		=	19		\$83,914	20 Years			710
19		\$83,374	+	\$1,250	92		=	20		\$84,624	0			710
20		\$83,819	+	\$1,250	_		=	21		\$85,069		- in the second		445
21		\$84,251	+	\$1,250	_	9645	=	22	T-C	\$85,501				432
22		\$84,685	+	\$1,250	_		=	23		\$85,935				434
23		\$85,113	+	\$1,250	_	W. P. A	=	24	63	\$86,363				428
24		\$85,547	+	\$1,250			=	25		\$86,797				434
25		\$86,125	+	\$1,250	_	C 17 . S	=	26		\$87,375				578
26		\$86,567	+	\$1,250			=	27		\$87,817				442
27	Ç0	\$87,275	+	\$1,250	_	\$412	=	28		\$88,937				1,12
28		\$88,937	+	\$1,250		7	=	29		\$90,187				1,25
29	100	\$89,944	+	\$1,250	100	18 7	=	30+		\$91,194				1,00
30+		\$90,744	-	71,230	01					7,,				

General pay increase is applied to the market median salary (\$81,383).

Pay Range Minimum \$72,750 Pay Range Maximum \$97,200

#### Librarians Salary Plan Development Fort Worth ISD Model 1: \$63,000 starting, 1.0% GPI 2024-2025 **Current Market Median Proposed** 2024-2025 2023-2024 2023-2024 General Ехр **New Hire** Additional Years of Years of **New Hire** Pay Compare Compare DIFF Value Salary Increase + Adjustment Ехр Before After Ехр Salary Q Years \$63,000 0 0 **→** 475 \$63,475 0 $\rightarrow$ \$62,750 + \$725 + 1 325 2 \$63,800 \$63,075 \$725 = 1 507 \$64,307 \$147 3 2 \$63,435 \$725 + = 941 4 \$65,248 3 \$64,307 \$725 \$216 5 Years + 1,052 4 \$65,248 \$725 + \$327 = 5 \$66,300 0 \$725 6 \$67,025 725 = \$66,300 + 5 + 340 = 7 \$67,365 6 \$66,640 \$725 313 8 \$67,678 7 \$66,953 + \$725 + = 312 \$725 = 9 \$67,990 10 Years 8 \$67,265 + + = 10 \$68,376 0 386 + 9 \$725 \$67,651 389 \$68,765 10 \$68,040 \$725 = 11 433 12 \$69,198 11 \$68,473 + \$725 + 442 = 13 \$69,640 \$725 + 12 \$68,915 418 14 \$70,058 \$725 = 15 Years 13 \$69,333 ÷ 0 444 \$70,502 14 \$69,777 + \$725 + 15 387 ≊ 16 \$70,889 15 \$70,164 \$725 + + 495 17 \$71,384 \$725 \$70,659 + 16 = 393 \$71,777 17 \$71,052 \$725 = 18 631 \$72,408 \$725 + = 19 20 Years 18 \$71,683 \$725 634 \$73,042 0 \$72,317 + = 20 19 + 395 21 \$73,437 \$725 = 20 \$72,712 385 \$73,822 21 \$73,097 + \$725 + = 22 386 23 \$74,208 22 \$73,483 \$725 + + = 24 \$74,590 382 \$725 + 23 \$73,865 386 \$74,976 25 24 \$74,251 \$725 = 514 \$75,490 \$725 26 25 \$74,765 + + 392 27 \$75,882 = \$725 26 \$75,157 28 \$76,504 622 \$725 27 \$75,779 + = 1,478 \$76,501 \$725 \$756 29 \$77,982 28 891 \$166 30+ \$78,873 29 \$77,982 \$725 +

General pay increase is applied to the market median salary (\$71,281).

	Pay Range Minimum	\$63,000	Pay Range Maximum	\$84,500
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30+

\$78,873

#### Librarians Salary Plan Development Fort Worth ISD Model 2: \$63,000 starting, 1.5% GPI 2024-2025 **Current Market Median** 2024-2025 2023-2024 2023-2024 General Proposed New Hire Years of New Hire Pay Additional Years of Compare Compare Value Increase + Adjustment Salary Exp **Before** Exp Salary 0 Years \$63,000 0 0 **→** \$1,075 + 0 $\rightarrow$ \$62,750 + 1 \$63,825 2 \$64,150 = \$63,075 \$1,075 + 1 \$64,510 3 2 \$63,435 \$1,075 = \$65,382 3 \$64,307 \$1,075 4 5 Years + + 4 \$1,075 = 5 \$66,323 0 \$65,248 6 \$67,375 = 5 \$66,300 \$1,075 + + 7 \$67,715 6 \$66,640 \$1,075 \$1,075 \$68,028 7 \$66,953 = 8 \$1,075 + = 9 \$68,340 10 Years \$67,265 8 + 10 \$68,726 0 = 9 \$67,651 \$1,075 10 \$68,040 \$1,075 11 \$69,115 = 12 \$69,548 11 \$68,473 + \$1,075 + = 13 \$69,990 \$1,075 \$68,915 12 14 \$70,408 15 Years 13 \$69,333 \$1,075 + =

Years		631
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		386
		514
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General pay increase is applied to the market median salary (\$71,281).

\$406

Pay Range Minimum \$63,000 Pay Range Maximum \$84,800 Exp

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# 2024-2025 Proposed 100s Executive Pay Plan

Pay	Current		N. J.					B.A.
Grade	Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
101				0	aily	\$543.65	\$655.00	\$766.35
	101	Asst Supt, Educational Technology	239	239	Days	129,932	156,545	183,158
	101	General Counsel	239					
	101	Sr Officer, Enterprise	239					
	101	Sr Officer, Grants & Development	239					
	101	Sr Officer, Information Security	239					
	101	Sr Officer, Operations	239					
	101	Sr Officer, Payroll & Benefits	239					
102		S 182	11.5	D	aily	\$646.94	\$779.45	\$911.96
	102	Assoc Supt, Learning & Leading	239	239	Days	154,619	186,289	217,958
103		100 D T - 100 D		D	aily	\$736.22	\$887.01	\$1,037.80
	103	Chief Finanicial Officer	239	239	Days	175,957	211,995	248,034
	103	Chief Innovation Officer	239	1.00				
	103	Chief of Governance & Strategic Comms	239					
	103	Chief Talent Officer	239					
	103	Chief Technology Officer	239					
104				0	aily	\$876.10	\$1,055.54	\$1,234.98
	104	Deputy Superintendent	239	239	Days	209,388	252,274	295,160

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Məximum
201	4717	Mary San Company of the Company of t	Risk William	Daily	\$236.55	\$285.00	\$333.45
	201	Specialist I, CC Readiness	187	187 Days	44,235	53,295	62,355
	201	Specialist I, Family/Comm Outreach	219, 239	210 Days	49,676	59,850	70,025
	201	Specialist I, Parent Outreach	210	219 Days	51,804	62,415	73,026
	201	Specialist I, School Outreach	187	239 Days	56,535	68,115	79,695
	201	Specialist II, CC Readiness	187				
202	F. V.		17 Carl 17 Carl	Daily	\$264.94	\$319.20	\$373.46
	202	Case Manager	210	187 Days	49,544	59,690	69,837
	202	Coordinator I, Family Resources	239	210 Days	55,637	67,032	78,427
	202	Coordinator, Home School Program	210	239 Days	63,321	76,289	89,257
	202	Coordinator, Social Services	210				
	202	Social Worker I	<b>2</b> 39				
	202	Speech Therapy Asst	187				
203				Daily	\$302.03	\$363.89	\$425.75
	203	Coordinator II, Family Resources	239	187 Days	56,480	68,047	79,615
	203	Music Therapist	187	192 Days	57,990	69,867	81,744
	203	Orientation & Mobility	202	202 Days	61,010	73,506	86,002
	203	Social Worker II	210, 219	210 Days	63,426	76,417	89,408
	203	Specialist II, Intervention	187, 192, 214, 219	214 Days	64,634	77,872	91,111
	203	Specialist II, Social Svs	202, 210	219 Days	66,145	79,692	93,239
				239 Days	72,185	86,970	101,754
204		September 1800 and 1800 and 1800 and 1	E-12-130-10	Daliy	\$336.00	\$404.82	\$473.64
-	204	JROTC Instructor	219, 244	187 Days	62,832	75,701	88,571
	204	JROTC Staff	244	202 Days		81,774	95,675
	204	School Nurse	187	207 Days	69,552	83,798	98,043
	204	Specialist III, Art	207	210 Days	70,560	85,012	99,464
	204	Specialist III, Choral	207	219 Days	73,584	88,656	103,727
	204	Specialist III, Choral ES	207	239 Days	80,304	96,752	113,200
	204	Specialist III, Climate & Culture	210	244 Days	81,984	98,776	115,568
	204	Specialist III, CTE Indust Partner	239				
	204	Specialist III, CTE Instruction	219				
	204	Specialist III, Deaf Education	219				
	204	Specialist III, Digital Learning	219				
	204	Specialist III, Dyslexia	219				1.0(0)
	204	Specialist III, Gifted & Talented	219 219				
	204	Specialist III, Health & Wellness Curriculum	207				
	204	Specialist III, Instrumental Music	207				
	204	Specialist III, Instrumental Music - Orch & Mariachi	210				
	204 204	Specialist III, Lang & Aca Dev Specialist III, MTSS	202				
		Specialist III, MTSS/RtI	219				
	204 204	Specialist III, Physical Education Curriculum	219				
	204	Specialist III, Postsecondary	219				
	204	Specialist III, Reading Intervention	187				
	204	Specialist III, Reading Intervention - Bil/ESL	187				
	204	Specialist III, Restorative Practices	219				
	204	Specialist III, Student Support Services	219				
	204	Specialist III, Visual Education	219				
	204	Teacher/School Manager	210				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
205				Daily	\$352.80	\$425.06	\$497.32
	205	Assessment/Data Analyst	210	210 Days	74,088	89,263	104,437
	205	Behavior Coach	210				
	205	Instructional Coach	210				
	205	Instructional Specialist	210				
	205	Specialist, Transition	210				
	205	Success Coach - Freshmen	210				
206	The Dis	SERVICE AND WAR TO THE RES		Daily	\$370.44	\$446.31	\$522.18
	206	Athletic Trainer	202	187 Days	69,272	83,460	97,648
	206	Audiologist	210	192 Days	71,124	85,692	100,259
	206	Board Cert Behavioral Analyst	210	202 Days	74,829	90,155	105,480
	206	Occupational Therapist	202	210 Days	77,792	93,725	109,658
	206	Physical Therapist	202	239 Days	88,535	106,668	124,801
	206	Psychologist	192, 210, 239				
	206	Specialist, Diag Evaluation	192, 210, 239				
	206	Speech Therapist	187, 202, 210				

# 2024-2025 Proposed 300s Instructional Programs Pay Plan

Pay	Current						
Grade	Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
301				Daily	\$214.74	\$258.72	\$302.70
	301	Coordinator I, Bilingual/ESL	239	219 Days	47,028	56,660	66,291
	301	Coordinator I, Migrant/El Retention & Achieve	239	239 Days	51,323	61,834	72,345
	301	Coordinator I, Project FWAS	219, 239				
	301	Coordinator I, Site Ace 21 CCLC	219				
	301	Specialist I, Admissions Advisor	239				
	301	Specialist I, FES Ace 21 CCLC	219				
	301	Specialist I, Workforce Integration	239				
	301	Supervisor I, Special Education	239				
	301	Supervisor I, Student Placement	239				
302			# # Sup - , -	Dally	\$268.42	\$323.40	\$378.38
77.5	302	Coordinator II, Career Path	239	187 Days	50,195	60,476	70,757
	302	Coordinator II, PD Instructional Specialist	239	192 Days	51,537	62,093	72,649
	302	Coordinator II, Performance Quality	239	214 Days	57,442	69,208	80,973
	302	Coordinator II, Project Ace 21 CCLC	239	219 Days	58,784	70,825	82,865
	302	Coordinator II, Student	214	239 Days	64,152	77,293	90,433
	302	Hearing Officer	192, 239				
	302	Specialist II, Attendance Control	187, 219				
	302	Specialist II, Attendance Control - Stu Engmnt	187				
	302	Specialist II, Support	214				
303				Dally	\$334.22	\$402.67	\$471.12
303	303	Coordinator III, Academic	239	219 Days	73,194	88,185	103,175
	303	Coordinator III, Adolescent Health	239	239 Days	79,879	96,238	112,598
	303	Coordinator III, Case Manager	219				
	303	Coordinator III, Dual Lang K-12	219				
	303	Coordinator III, Emergent Bilingual Elem	219				
	303	Coordinator III. Emergent Bilingual Fam, Parent & Comm	239				
	303 303	Coordinator III, Emergent Bilingual Fam, Parent & Comm Coordinator III, Emergent Bilingual GT Education	239 239				
		Coordinator III, Emergent Bilingual GT Education					
	303		239				
	303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary	239 219				
	303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12	239 219 219				
	303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach	239 219 219 239				
	303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics	239 219 219 239 239				
	303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype	239 219 219 239 239 219				
	303 303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype Coordinator III, Secondary Student Engagement	239 219 219 239 239 219 239				
	303 303 303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype Coordinator III, Secondary Student Engagement Coordinator III, Special Programs	239 219 219 239 239 219 239 239				
204	303 303 303 303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype Coordinator III, Secondary Student Engagement Coordinator III, Special Programs Manager, Family/Comm Partnership	239 219 219 239 239 219 239 239 219	Daily	\$359.53	\$433.17	\$506.81
304	303 303 303 303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype Coordinator III, Secondary Student Engagement Coordinator III, Special Programs Manager, Family/Comm Partnership Specialist, Nurse	239 219 219 239 239 219 239 239 219	Daily 210 Days	<b>\$359.53</b> 75,501	<b>\$433.17</b> 90,966	<b>\$506.81</b> 106,430
304	303 303 303 303 303 303 303 303 303	Coordinator III, Emergent Bilingual GT Education Coordinator III, Emergent Bilingual Secondary Coordinator III, ESL K-12 Coordinator III, Instructional Coach Coordinator III, Literacy Academics Coordinator III, Project Htype Coordinator III, Secondary Student Engagement Coordinator III, Special Programs Manager, Family/Comm Partnership	239 219 219 239 239 219 239 239 219 239	_			

# 2024-2025 Proposed 300s Instructional Programs Pay Plan

Pay Grade	Current Grade	Job Title	Calendars	H.B	Minimum	Midpoint	Maximum
305			Organization can be	Daily	\$377.51	\$454.83	\$532.15
	305	Asst Principal, MS/Alt	214, 219	214 Days	80,787	97,334	113,880
	305	Coordinator IV, Arts Center	219	219 Days	82,675	99,608	116,541
	305	Coordinator IV, Attend & Credit Recovery	239	239 Days	90,225	108,704	127,184
	305	Coordinator IV, CTE	239				
	305	Coordinator IV, Early Learning	219				
	305	Coordinator IV, Ed Technology	239				
	305	Coordinator IV, Family Action Center	219				
	305	Coordinator IV, Fine Arts	239				
	305	Coordinator IV, Literacy K-12	219				
	305	Coordinator IV, Math/Science K-12	219				
	305	Coordinator IV, Parent Partnerships	239				
	305	Coordinator IV, Postsecondary Success	239				
	305	Coordinator IV, Responsive Ed Program	239 239				
	305	Coordinator IV, Restorative Practices	239				
	305	Coordinator IV, School Improvement	219				
	305	Coordinator IV, Social Studies K-12	239				
	305	Coordinator IV, Special Education	239				
	305 305	Coordinator IV, Special Programs  Coordinator IV, Student Academic Support Initiatives	239				
	305	Dean of Instruction, MS	219				
	305	Director, Adult Education	239				
	305	Director, Addit Edditation	239				
	305	Director, Health & PE	239				
	305	Director, School Leadership Support	239				
	305	Director, Student Placement Center	239				
306	W G		41 F. A. 15 F. W. 181 F.	Daily	\$396.23	\$477.39	\$558.55
-1	306	Assistant Director, Athletics	239	197 Days	78,057	94,046	110,034
	306	Assistant Director, Sped Rel Svc	239	207 Days	82,020	98,820	115,620
	306	Asst Principal, HS	214, 219, 239	214 Days	84,793	102,161	119,530
	306	Coordinator, Athletics	197, 207, 217	217 Days	85,982	103,594	121,205
				219 Days	86,774	104,548	122,322
				239 Days	94,699	114,096	133,493
307				Daily	\$422.82	\$509.42	\$596.02
	307	Director I, Athletics	239	219 Days	92,598 101,054	111,563	130,528 142,449
	307	Director I, Dyslexia	239	239 Days 244 Days		121,751 124,298	142,443
	307	Director I, Early Learning	239	Z44 Days	103,168	124,230	143,423
	307	Director I, Family Action Center	239 239				
	307	Director I, Family Resource Center	239				
	307	Director I, FWAS	239				
	307 307	Director I, Health Services Director I, Humanities	239				
	307	Director I, JROTC	244				
	307	Director I, Library Media Svs	239				
	307	Director I, Parent Partnerships	239				
	307	Director I, Psychological Svs	239				
	307	Director I, Restorative & Responsive Settings	239				
	201		239				
	307	Director I. Special Programs	233				
	307 307	Director I, Special Programs  Director I, Student Academic Support Initiatives	239				
		Director I, Special Programs Director I, Student Academic Support Initiatives Director I, Student Wellbeing					
	307	Director I, Student Academic Support Initiatives	239				

# 2024-2025 Proposed 300s Instructional Programs Pay Plan

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
308		1 50. 1 5 0 F F F 1 NF - 0		Daily	\$459.01	\$553.03	\$647.0
	308	Director II, CCMR	239	219 Days	100,523	121,114	141,704
	308	Director II, Emergent Bilingual Elem	239	239 Days	109,703	132,174	154,645
	308	Director II, Emergent Bilingual Secondary	239	3			
	308	Director II, Math/Science	239				
	308	Director II, Professional & Innovative Learning	239				
	308	Director II, Special Education	239				
	308	Director II, Student Engagement Elem	239				
	308	Director II, Student Engagement Secondary	239				
	308	Director II, Visual & Performing Arts	239				
	308	Executive Director, Fine Arts	239				
	308	Executive Principal	239				
	308	Principal, HS Alt	239				
	308	Principal, MS/Alt	219, 239				
	308	Principal, MS/Alt Spec Asgn	219				
	308	Principal, Virtual Learning Academy	219				
309	TWE		THE RESIDEN	Daily	\$495.73	\$597.27	\$698.8
	309	Principal, HS	239	239 Days	118,479	142,748	167,010
	309	Principal, Prog Admin	239				
310	11 24	N. 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Daily	\$535.39	\$645.05	\$754.7
	310	Executive Director, Athletics	239	239 Days	127,958	154,167	180,376
	310	Executive Director, CCMR & Enrichment	239	4.0			
	310	Executive Director, Early Learning	239				
	310	Executive Director, Elementary School Leadership	239				
	310	Executive Director, Emergent Bilingual Programs	239				
	310	Executive Director, Guidance & Counseling	239				
	310	Executive Director, Humanities	239				
	310	Executive Director, Math/Science	239				
	310	Executive Director, Secondary School Leadership	239				
	310	Executive Director, Specialized Learning	239				

	irrent irade	Job Title	Calendars		Minimum	Midpoint	Maximum
401			I solver while	Daily	\$225.60	\$271.81	\$318.02
	401	Analyst I, Compliance	239	239 Days	53,918	64,963	76,007
	401	Analyst I, HVAC Services	239	244 Days	55,046	66,322	77,597
	401	Analyst I, Payroll	239				
	401	Buyer, CNS	239				
	401	Buyer, Procurement	239				
	401	Coordinator I, Cumulative Records	239				
	401	Coordinator I, Transportation	244				
	401	Specialist I, Assessment	239				
	401	Specialist I, Benefits	239				
	401	Specialist I, Student Engagement	239				
	401	Supervisor I, Custodial	244				
	401	Trainer	239				
402	201		ALL DESCRIPTION OF THE PARTY OF	Daily	\$266.02	\$320.50	\$374.99
	402	Accountant	239	192 Days	51,076	61,536	71,998
	402	Analyst II HUB, Sr Buyer	239	219 Days	58,258	70,190	82,123
	402	Analyst II, Budget	239	239 Days	63,579	76,600	89,623
	402	Analyst II, Compensation	239	244 Days	64,909	78,202	91,498
	402	Analyst II, P-Card/Sr Procurement	239	[= ==/-]	- 17		
	402	Coordinator II, Board Services	239				
	402	Coordinator II, Branding	239				
	402	Coordinator II, Communications	239				
	402	Coordinator II, Communications & Web	239				
	402	Coordinator II, Communications Partners	239				
	402	Coordinator II, Customer Service	239				
	402	Coordinator II, Employee Records	239				
	402	Coordinator II, Safety & Security	239				
	402	Coordinator II, Social Media	239				
	402	Coordinator II, Textbook	244				
	402	Editor/Photographer	239				
	402	Foreperson, Child Nutrition Services	244				
	402	Foreperson, Electrical	244				
	402	Foreperson, Fire Alarms & Locksmiths	244				
	402	Foreperson, General Maint	244				
	402 402	Foreperson, Grounds & Landscaping	244				
	402	Foreperson, HVAC Services	244				
		•	244				
	402	Foreperson, Paint Shop Foreperson, Plumbing	244				
	402	. ,	244				
	402	Foreperson, Warehouse	239				
	402	Internal Auditor	239				
	402	Senior Buyer	239				
	402	Specialist II, Compliance	239				
	402	Specialist II, Family Communications	239				
	402	Specialist II, Grants					
	402	Specialist II, Parent Partnerships	219, 239				
	402	Specialist II, Safety & Security	192, 239				
	402	Supervisor II, Campus Safety	239				
	402	Supervisor II, Child Nutrition Services	219				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
403				Daily	\$312.70	\$376.75	\$440.80
13.5	403	Analyst III, Compensation Lead	239	239 Days	74,735	90,043	105,351
	403	Analyst III, Travel	239				
	403	Coordinator III, Advanced Academics	239				
	403	Coordinator III, Benefits	239				
	403	Coordinator III, Chief Academic Officer Budgets	239				
	403	Coordinator III, Chief Financial Officer	239				
	403	Coordinator III, Chief Student Support Svs	239				
	403	Coordinator III, Chief Technology Officer	239				
	403	Coordinator III, CIP	239				
	403	Coordinator III, Communications	239				
	403	Coordinator III, Communications Writer & Editor	239				
	403	Coordinator III, Compensation	239				
	403	Coordinator III, Employee Performance	239				
	403	Coordinator III, Employee Services	239				
	403	Coordinator III, Governance & Strategic Comms	239				
	403	Coordinator III, GT	239				
	403	Coordinator III, Payroll	239				
	403	Coordinator III, Recruitment	239				
	403	Coordinator III, School Leadership	239				
	403	Coordinator III, Staffing	239				
	403	Investigator	239				
	403	Manager I, District Operations	239				
	403	Manager I, Fleet Maintenance	239				
	403	Manager I, HRIS	239				
	403	Manager I, Onboarding	239				
	403	Manager I, SHARS/MAC	239				
	403	Manager I, Sped Budget & Grants	239				
	403	Manager I, Substitute Svs	239				
	403	Manager I, Transportation	239				
	403	Paralegal	239				
	403	Specialist III, Daily Attendance	239				
	403	Specialist III, Data Analytics	239				
	403	Specialist III, Development	239	25			
	403	Specialist III, Employee Performance	239				
	403	Specialist III, Equity & Excellence	239				
	403	Specialist III, Finanacial Svcs	239				
	403	Specialist III, PLI	239				
	403	Specialist III, Project Dev	239				
	403	Sr Accountant	239				
	403	Sr Compliance Analyst	239				
	403	Sr Internal Auditor	239				
	403	Sr Internal Auditor, CIP	239				
	403	Supervisor III, Accounts Payable	239				
	403	Supervisor III, Transportation	239				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
404			-	Daily	\$359.39	\$433.00	\$506.61
404	404	Coordinator IV, Assessment	239	239 Day		103,487	121,080
	404	Coordinator IV, Bilingual/ESL Talent Development Pipeline	239	244 Day:	87,691	105,652	123,613
	404	Coordinator IV, Communications	239				
	404	Coordinator IV, Compliance	239				
	404	Coordinator IV, Data Reporting	239				
	404	Coordinator IV, Employee Relations/Title IX	239				
	404	Coordinator IV, Employee Services	239				
	404	Coordinator IV, Financial Analyst-Accounting	239				
	404	Coordinator IV, Financial Services	239				
	404	Coordinator IV, Performance Management	239				
	404	Coordinator IV, Program Integration	239				
	404	Coordinator IV, Program Management	239				
	404	Coordinator IV, Recruitment Lead	239				
	404	Coordinator IV, Staffing Lead	239				
	404	Coordinator IV, Strategic Acctblty/Data Qual	239				
	404	Coordinator IV, Strategic Initiative Analytics	239				
	404	Coordinator IV, Strategic Initiatives	244				
	404	Coordinator IV, Talent Management	239				
	404	Coordinator IV, Vision Health Partnerships	239				
	404	Director I, Benefits & Leaves Mgmt	239				
	404	Director I, Grants Development	239				
	404	Director I, Grants Management	239				
	404	Director I, Safety & Security	239				
	404	Manager, Superintendent Office	239				

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
405	A LEV	THE STREET, SALES AND SALES WAS ASSESSED.	# 1545-N BE	Daily	\$408.24	\$491.85	\$575.46
	405	Assistant Comptroller	239	239 Days	97,569	117,552	137,535
	405	Director II, Acctblty/Data Qual	239				
	405	Director II, Administrative Services	239				
	405	Director II, Area Maintenance	239				
	405	Director II, Assessment	239				
	405	Director II, Child Nutrition Services	239				
	405	Director II, Communications	239				
	405	Director II, Community & Strategic Partnerships	239				
	405	Director II, Creative Communications	239				
	405	Director II, Custodial Services	239				
	405	Director II, Data Reporting	239				
	405	Director II, District Infrastructure	239				
	405	Director II, Employee Services	239				
	405	Director II, Environmental	239				
	405	Director II, HVAC Services	239				
	405	Director II, Maintenance Project	239				
	405	Director II, Operations	239				
	405	Director II, Payroll	239				
	405	Director II, Performance Management	239				
	405	Director II, Prgm Monitoring & Compliance	239				
	405	Director II, Strategic Acctblty/Data Qual	239				
	405	Director II, Strategic Initiatives	239				
	405	Director II, Tchr Residents & Pipeline	239				
	405	Director II, TM Systems & Support	239				
	405	Director II, Transportation	239				
	405	Manager II, Budget Management	239				
	405	Manager II, CIP	239				
	405	Manager II, Compensation	239				
	405	Manager II, District Service Center	239				
	405	Manager II, Internal Audit	239				
	405	Manager II, Procurement	239				
	405	Manager II, Safety Construction	239				
	405	Treasurer	239				
406	11 2 3			Daily	\$436.81	\$526.28	\$615.7
	406	Manager III, Business Operations	239	239 Days	104,398	125,781	147,164

Pay Grade	Current Grade	Job Title	Calendars	10.0	Minimum	Midpoint	Maximum
Grade	Orduc	Jou Title	Caremaars	JI			
407				Daily	\$489.88	\$590.22	\$690.56
	407	Chief, Internal Auditor	239	239 Days	117,081	141,063	165,044
	407	Comptroller	239	72			
	407	Executive Director, Budget Mgmt	239				
	407	Executive Director, Child Nutrition Services	239				
	407	Executive Director, District Operations	239				
	407	Executive Director, Employee Services	239				
	407	Executive Director, Employee Standards & Compliance	239				
	407	Executive Director, Hiring	239				
	407	Executive Director, Procurement Svs	239				
	407	Executive Director, Risk Mgt	239				
	407	Executive Director, Saftey & Security	239				
	407	Executive Director, Strategic Communications	239				
	407	Executive Director, Talent Management	239				
	407	Executive Director, Tchr & Princ Efficacy	239				
	407	Executive Director, Tchr & Princ Pipeline	239				
	407	Executive Director, Transportation	239				
	407	Staff Attorney	239				
408				Daily	\$538.87	\$649.24	\$759.61
	408	Assistant General Counsel	239	239 Days	128,790	155,168	181,547

# 2024-2025 Proposed 500s Technology Pay Plan

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
501	E 0 7 65	A CONTROL OF WATER TO STREET AND STREET		Hourly	\$25.00	\$30.13	\$35.26
301	501	IT Infrastructure Support	239	239 Days	47,800	57,609	67,417
	501	IT Specialist I, Cust Svs 1-1	239	205 20/0	,	,	
	501	IT Specialist I, Device Deployment	239				
2	501	IT Specialist I, Help Desk	239				
502	186		2.5	Hourly	\$26.79	\$32.28	\$37.77
	502	IT Specialist II, Infrastructure	239	239 Days	51,222	61,719	72,216
	502	IT Specialist II, SIS	239	244 Days	52,294	63,011	73,727
	502	IT Specialist II, Student Rec	239				
	502	IT Specialist II, Tech Liaison	239				
	502	Technician II, Physical Security	244				
	502	Technician II, Transport Technology	244				
503				Hourly	\$29.21	\$35.19	\$41.17
	503	IT Specialist III, Business Intel	239	239 Days	55,850	67,283	78,717
	503	IT Specialist III, Campus Support Svs	239	A*************************************			
	503	IT Specialist III, Customer Support Svs	239				
	503	IT Specialist III, Device Configuration	239				
	503	IT Specialist III, Network Telecom	239				
	503	IT Specialist III, Pyramid Support	239				
	503	IT Specialist III, SIS	239				
	503	IT Specialist III, Tech Liaison	239				
	503	IT Specialist III, Training	239				
504	-94 J. J.		Part The VIII	Hourly	\$37.08	\$44.68	\$52.28
	504	IT Specialist IV, Access Control Technician	239	239 Days	70,897	85,428	99,959
	504	IT Specialist IV, Camp Support Svs Lead	239				
	504	IT Specialist IV, CNS	239				
	504	IT Specialist IV, Customer Support Svs	239				
	504	IT Specialist IV, Mobile Device Mgmt	239				
	504	IT Specialist IV, Network	239				
	504	IT Specialist IV, Network Svs	239				
	504	IT Specialist IV, Project Management	239				
	504	IT Specialist IV, School Solutions	239				
	504	IT Specialist IV, Transportation	239				
	504	IT SSRS Administrator	239				
	504	IT Warehouse Administrator	239				

# 2024-2025 Proposed 500s Technology Pay Plan

Pay Grade	Current Grade	Job Title	Calendars	7.4	Minimum	Midpoint	Maximum
FOE			et 12 T. 17	Daily	\$336.72	\$405.69	\$474.66
505	505	Analyst, Quality Assurance	239	239 Days	80,476	96,960	113,444
	505	Analyst, Technical Business	239	1200 22/01			
	505	Assoc Systems Administrator	239				
	505	IT .Net Programmer	239				
	505	IT Analyst	239				
	505	IT Analyst, Database Developer	239				
	505	IT Collaboration Engineer	239				
	505	IT System Admin, Business Intel	239				
	505	IT Telecom Engineer	239				
	505	Manager I, IT Campus Support Svs	239				
	505	Manager I, IT Customer Service	239				
	505	Network Engineer	239				
	505	Ntwk Security Spec	239				
	505	Security Analyst, Network	239				
506		CONTRACTOR OF THE PARTY OF THE	- 1 1 1 V 1 3 C	Daily	\$362.65	\$436.93	\$511.21
300	506	Coordinator, IT Project Management	239	239 Days	86,673	104,426	122,179
	506	Cyber Security Engineer	239				
	506	Database Administrator	239				
	506	Database Administrator, Sr	239				
	506	IT .Net Sr Programmer	239				
	506	IT Network Admin	239				
	506	IT Sr Network Engineer	239				
	506	Manager II, IT Asset Management	239				
	506	Manager II, IT Help Desk	239				
	506	Manager II, IT Network Projects	239				
	506	Manager II, IT Network Services	239				
	506	Manager II, IT Product	239				
	506	Manager II, IT Pyramid Support	239				
	506	Manager II, IT Training	239				
	506	Systems Administrator	239				
507				Daily	\$388.11	\$467.60	\$547.09
	507	Enterprise Architect	239	239 Days	92,758	111,756	130,755
	507	IT Governance	239				
	507	Manager III, IT Application Dev/Sup	239				
	507	Manager III, IT Campus Support Svs	239				
	507	Manager III, IT Core Engineering	239				
	507	Manager III, IT Network	239				
	507	Manager III, IT SIS Support	239				
	507	Manager III, IT Sys Administrator	239				
	507	Manager III, Student Rec/PEIMS	239				

# 2024-2025 Proposed 500s Technology Pay Plan

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
508			7-10-7	Daily	\$438.56	\$528.39	\$618.22
	508	Director, IT Application Dev & Sup	239	239 Days	104,816	126,285	147,755
	508	Director, IT Business Services	239				
	508	Director, IT Campus Security Sys	239				
	508	Director, IT Demand Management	239				
	508	Director, IT Network Svs	239				
	508	Director, IT Project Management	239				
	508	Director, IT School Support	239				
	508	Director, SIS	239				
509	- 1 Car			Daily	\$502.99	\$606.01	\$709.03
	509	Executive Director, Business Intel	239	239 Days	120,215	144,836	169,458
	509	Executive Director, IT Infrastructure	239	V			
	509	Executive Director, IT Platforms	239				
	509	Executive Director, IT Support	239				
	509	Executive Director, Training & Compliance	239				

# 2024-2025 Proposed 600s Instructional Support Pay Plan

Pay Grade	Current Grade	Job Title	Calendars			Viinimum	Midpoint	Maximum
601	- 1	ALLEN THE STREET, THE SE	AND MAIN A	Hourly		\$15.25	\$18.37	\$21.49
	601	Tchr Asst I	183	183 Day	/S	22,326	26,894	31,461
	601	Tchr Asst I, Bilingual	183	187 Day	/S	22,814	27,482	32,149
	601	Tchr Asst I, Pre K	183, 187					
	601	Tchr Asst I, Title I	183					
602	وضهرا	<b>泛基础</b> (15) (20) (15) (20) (20) (20) (20) (20) (20) (20) (20	Al - 108 M	Hourly		\$16.00	\$19.28	\$22,5
	602	Tchr Asst II, Sped Resource	183, 197	183 Da	ys	23,424	28,226	33,02
				197 Da	/s	25,216	30,385	35,55
603	320.00	Meteor of paying a popular	SETTING OF	Hourly		\$17.00	\$20.48	\$23.9
	603	Health Associate	183	183 Da		24,888	29,983	35,07
	603	Library Clerk	183	187 Da	ys	25,432	30,638	35,84
	603	Specialist, Family Engagement	197, 219	197 Da	ys	26,792	32,276	37,76
	603	Tchr Asst III, CAI	183	219 Da	ys	29,784	35,881	41,97
	603	Tchr Asst III, CAI - Title I	183					
	603	Tchr Asst III, Deaf Ed	183					
	603	Tchr Asst III, ECSE	183					
	603	Tchr Asst III, In-House	183					
	603	Tchr Asst III, PPCD	183					
	603	Tchr Asst III, RISE	183					
	603	Tchr Asst III, Science Lab	187, 197					
	603	Tchr Asst III, Science Lab - Title I	187					
	603	Tchr Asst III, SEAS	183					
	603	Tchr Asst III, Severe Needs	183					
	603	Tchr Asst III, Transition	183					
604			in the supplied	Hourly		\$18.50	\$22.28	\$26.0
	604	Lead Parent Educator	219	219 Da	γs	32,412	39,035	45,65
	604	Liaison American Indian Education	239	239 Da	ys	35,372	42,599	49,82
	604	Specialist, Family Communication	219					
605		SPOWS Williams His		Hourly		\$23.00	\$27.71	\$32.4
	605	Liaison Homeless Education	239	183 Da	γs	33,672	40,567	47,46
	605	Piano Technician	239	239 Da	ys	43,976	52,982	61,98
	605	Program Assistant	183					
606				Hourly		\$26.00	\$31.33	\$36.6
	605	Deaf Education Transcriber	183	183 Da	ys	38,064	45,867	53,67
	605	Deaf Interpreter	183					

Fort Worth ISD

\*Annual amounts are based on 8 hours per day.

Pay Grade	Current Grade	Job Title	Calendars	TW.	Minimum	Midpoint	Maximum
Grade	Graue	abit dot	Caleffuars		(VI)IIIIIIIIIIII	Mapoint	
701	- 2		1 to X = 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Hourly	\$15.25	\$18.37	\$21.49
	701	Office Assistant	239	183 Days	22,326	26,894	31,461
	701	Office Asst, Alt	183	189 Days	23,058	27,775	32,493
	701	Office Asst, ES	189	219 Days	26,718	32,184	37,650
	701	Office Asst, HS	183	239 Days	29,158	35,123	41,089
	701	Office Asst, MS	183				
	701	Storekeeper/Delivery, Sp Ed	219				
702	o specify		The Art Minney	Hourly	\$16.50	\$19.88	\$23.26
	702	Admin Asst I, Adv Academics	239	183 Days	24,156	29,104	34,053
	702	Admin Asst I, Assessment/Data Quality	239	187 Days	24,684	29,740	34,797
	702	Admin Asst I, Athletics	239	189 Days	24,948	30,059	35,169
	702	Admin Asst I, Attend Cntl	183	210 Days	27,720	33,398	39,077
	702	Admin Asst I, Business Intelligence	239	219 Days	28,908	34,830	40,752
	702	Admin Asst I, CCR	187, 210, 239	239 Days	31,548	38,011	44,473
	702	Admin Asst I, Central Files	239				
	702	Admin Asst I, CIP	239				
	702	Admin Asst I, CNS	239				
	702	Admin Asst I, Employee Records	239				
	702	Admin Asst I, Guidance/Counsel	239				
	702	Admin Asst I, Health Svs	239				
	702	Admin Asst I, Learning & Leading Network	239				
	702	Admin Asst I, Legal Services	239				
	702	Admin Asst I, Library Media Svs	219				
	702	Admin Asst I, Maintenance	239				
	702	Admin Asst I, MS Counselor	189				
	702	Admin Asst I, Psych Svs	239				
	702	Admin Asst I, School Solutions	239				
	702	Admin Asst I, SERS	239				
	702	Admin Asst I, Special Ed	239				
	702	Admin Asst I, Transportation	239				
	702	Bilingual Tester	239				

Fort Worth ISD

\*Annual amounts are based on 8 hours per day,

Pay Grade	Current Grade	Job Title	Calendars		15	Minimum	Midpoint	Maximum
				F- 61-	b. I	640 TF	432.ED	\$26.45
703	9		720		urly	\$18.75	\$22.60	38,723
	703	Admin Asst II, Adolescent Pregnancy	239		Days	27,450 28,050	33,086 33,810	39,569
	703	Admin Asst II, Adult Education	239		Days		35,618	41,685
	703	Admin Asst II, AP/Alt/SIP	210, 214, 219		Days	29,550		44,436
	703	Admin Asst II, Assessment	239		Days	31,500	37,968	45,282
	703	Admin Asst II, Athletics	239		Days	32,100	38,691	
	703	Admin Asst II, Bilingual/ESL	239		Days	32,850	39,595	46,340
	703	Admin Asst II, Business Intelligence	239	239	Days	35,850	43,211	50,572
	703	Admin Asst II, CNS	239					
	703	Admin Asst II, Customer Service	239					
	703	Admin Asst II, Early Learning	239					
	703	Admin Asst II, Employee Records	239					
	703	Admin Asst II, ES	214					
	703	Admin Asst II, Family/Comm Resource	239					
	703	Admin Asst II, Gifted & Talented	239					
	703	Admin Asst II, Grants Compliance	239					
	703	Admin Asst II, Health & PE	239					
	703	Admin Asst II, HS Counselor	197					
	703	Admin Asst II, IT Business Services	239					
	703	Admin Asst II, JROTC	239					
	703	Admin Asst II, Math	239					
	703	Admin Asst II, Math & Science	239					
	703	Admin Asst II, Office Prof Standards	239					
	703	Admin Asst II, Parent Partnerships	239					
	703	Admin Asst II, Prevention & Crisis Rep	239					
	703	Admin Asst II, Secondary Emergent Bilingual	239					
	703	Admin Asst II, Social Studies	239					
	703	Admin Asst II, Special Ed	239					
	703	Admin Asst II, SSS Special Programs	239					
	703	Admin Asst II, Student Discipline	239					
	703	Admin Asst II, Student Engagement	239					
	703	Admin Asst II, Student Placement	239					
	703	Admin Asst II, Transportation	239					
	703	Admin Asst II, Visual & Performing Arts	239					
	703	Admin Asst II, Warehouse	239					
	703	Admin Asst II, World Language & Student Acd Suppt	239					
	703		239					
	703	Clark Attendance US	187					
		Clerk, Attendance HS	183					
	703	Clerk, Attendance MS	239					
	703	Technician I	233					

Fort Worth ISD

\*Annual amounts are based on 8 hours per day.

	rent ade	Job Title	Calendars			Minimum	Midpoint	Maximum
704				Н	ourly	\$20.75	\$25.00	\$29.25
	04	Admin Asst III, Athletics	239	_	Days		38,400	44,928
	04	Admin Asst III, Benefits	239		Days		39,400	46,098
	04	Admin Asst III, Bilingual/ESL	239		Days	35,524	42,800	50,076
	04	Admin Asst III, Budget Manager	<b>23</b> 9	219	Days	36,354	43,800	51,246
	04	Admin Asst III, Collegiate Programs	239	239	Days	39,674	47,800	55,926
	04	Admin Asst III, Comm/Strategic Partners	239					
	04	Admin Asst III, Comptroller Office	239					
7	04	Admin Asst III, CTE	239					
7	04	Admin Asst III, District Operations	239					
7	04	Admin Asst III, Employee Performance	239					
7	04	Admin Asst III, Employee Svs	239					
7	04	Admin Asst III, Family Communications	239					
7	04	Admin Asst III, Family/Comm Resource	239					
7	04	Admin Asst III, FWAS Programs	239					
7	04	Admin Asst III, Guidance & Counseling	239					
7	04	Admin Asst III, Health Svs	239					
7	04	Admin Asst III, HS	192, 239					
7	04	Admin Asst III, Humanities	239					
7	04	Admin Asst III, Maintenance Ops	239					
7	04	Admin Asst III, MCP	<b>23</b> 9					
7	04	Admin Asst III, MS	214					
7	04	Admin Asst III, Payroll	239					
7	04	Admin Asst III, Procurement Svs	239					
7	04	Admin Asst III, Safety & Security	239					
7	04	Admin Asst III, School Leadership	239					
7	04	Admin Asst III, Tchr & Princ Pipeline	239					
7	04	Admin Asst III, TM Administration	239					
7	04	Admin Asst III, Transportation	239					
7	04	Admin Asst III, Visual & Performing Arts	239					
7	'04	Admin Asst, IT Support	239					
7	04	Clerk, Accounts Payable	239					
7	'04	Clerk, Data Alt/Sp	214, 219					
7	'04	Clerk, Data HS	214					
7	'04	Clerk, Data MS	197					
7	'04	Clerk, Data MS/Sped	197					
7	'04	Registrar, HS	239					
7	'04	Technician II, Benefits	239					
7	'04	Technician II, Employee Attendance	239					
7	'04	Technician II, Employee Services	239					
7	'04	Technician II, FWAS Teacher Support	239					
7	04	Technician II, Medicaid & SHARS	239					
7	04	Technician II, Onboarding	239					
7	'04	Technician II, Substitute Services	239					

Fort Worth ISD

\*Annual amounts are based on 8 hours per day.

Pay Grade	Current Grade	Job Title	Calendars	H SH	Minimum	Midpoint	Maximum
705	100			Hourly	\$23.00	\$27.71	\$32.42
703	705	Admin Asst IV, Assessment/Data Quality	239	239 Days	43,976	52,982	61,987
	705	Admin Asst IV, Educational Tech	239	244 Days	44,896	54,090	63,284
	705	Admin Asst IV, Grants & Develop	239				
	705	Admin Asst IV, Operations Mgt	<b>23</b> 9				
	705	Admin Asst IV, Special Education	239				
	705	Admin Asst IV, Teaching & Learning	239				
	705	Specialist, Accounting	239				
	705	Specialist, Communications	239				
	705	Specialist, Compensation	239				
	705	Specialist, Dispatch	239, 244				
	705	Specialist, Payroll	239				
	705	Specialist, Payroll CNS	239				
	705	Specialist, Procurement	239				
	705	Specialist, Procurement-IT	239				
	705	Specialist, SHARS/MAC	239				
				Hourly	\$27.00	\$32.53	\$38.06
706	706	A colored Divident	239	239 Days	51,624	62,197	72,771
	706	Analyst, Budget	239	244 Days	52,704	63,499	74,293
	706	Analyst, Operations Mgt	239	-111			
	706	Analyst, Sped Budget & Grants	239				
	706	Exec Asst, District Operations	239				
	706	Exec Asst, Equity & Excellence	239				
	706	Exec Asst, Innovation	239				
	706	Exec Asst, Internal Audit	239				
	706	Exec Asst, Learning & Leading	239				
	706	Exec Asst, Legal	239				
	706	Exec Asst, Policy & Planning	239				
	706	Exec Asst, School Leadership	239				
	706	Exec Asst, Student Support Svs	239				
	706	Exec Asst, Technology	239				
	706	Exec Asst, Tm Administration	239				
	706	Specialist Sr, Accounts Payable	239				
	706	Specialist Sr, Budget	239				
	706	Specialist Sr, Budget & Procurement	239				
	706	Specialist Sr, Comp	239				
	706	Specialist Sr, Employee Records	239				
	706	Specialist Sr, Hiring					
	706		239				
	706	Specialist Sr, Payroll	239				
	706	Specialist Sr, Records Mgt	239				
	706	Specialist Sr, Risk Mgt	239				
	706	Specialist Sr, Substitute Payroll	239				
	706	Specialist Sr, Transportation	244				
707				Hourly	\$30.23		
/	707	Sr Exec Asst, Board Svs	239	239 Days	57,800	69,654	81,509
	707	Sr Exec Asst, Superintendent	239				

# 2024-2025 Proposed 800s Operations Pay Plan

Fort Worth ISD

\*Annual amounts are based on 8 hours per day,

Pay Grade	Current Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
801			7. VOT 10	Hourly	\$16.00	\$19.27	\$22.54
901	801	Campus Monitor	187	187 Days		28,828	33,720
	801	Custodian	244	244 Days		37,615	43,998
	801	Fuel Attendant	244	211 35/5	1,		
	001	ruei Attendant					
802				Hourly	\$17.00	\$20.48	\$23.96
	802	Grounds Worker	244	239 Days		39,158	45,812
	802	Head Custodian, ES	244	244 Days	33,184	39,977	46,770
	802	HVAC, Technician	244				
	802	Mechanic, Apprentice	244				
	802	Operator, Warehouse	239				
	802	Painter I	244				
	802	Plumber I	244				
	802	Security Monitor	244				
	802	Technician I, Irrigator	<b>24</b> 4				
	802	Technician I, Prev Maint	244				
	802	Warehouseperson I	244				
803		PIP SECRETARIST SECTION		Hourly	\$18.50	\$22.28	\$26.06
003	803	Café Manager, ES	189	189 Days		33,687	39,403
	803	Environmental Worker I	244	244 Days		43,491	50,869
	803	Gen Maintenance Worker II	244				***
	803	Head Custodian, MS	244				
	803	Locker Repairer	244				
	803	Painter II	244				
	803	Safety Officer	244				
	803	Skilled Gen Maintenance I	244				
	803	Warehouseperson II	244				
	803	Warehouseperson, IT	244				
				Darmha	\$21.00	\$25.30	\$29.60
804	004	Appliance Depois Took	244	Hourly 189 Days		38,254	44,755
	804	Appliance Repair Tech	189	239 Days		48,374	56,595
	804	Café Manager, HS	189	244 Days		49,386	57,779
	804	Café Manager, MS		244 Day	40,332	42,300	31,113
	804	Dispatcher	239, 244				
	804	Head Custodian, Admin Building	244				
	804	Head Custodian, HS	244				
	804	Operator, Equipment	244				
	804	Router I	244				
	804	Skilled Gen Maintenance II	244				
	804	Specialist I, Central Warehouse	244				
	804	Specialist I, CNS Free Lunch	239				
	804	Specialist I, CNS Inventory Mgt	239				
	804	Specialist I, CNS Warehouse	244				
	804	Specialist I, IT Logistics	239				
	804	Specialist I, Warehouse	244				

# 2024-2025 Proposed 800s Operations Pay Plan

Fort Worth ISD

\*Annual amounts are based on 8 hours per day.

Pay Grade	Current Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
805			1 × 1 × 1	Hou	irly	\$23.50	\$28.31	\$33.12
	805	Building Manager, Warehouse	244	244	Days	45,872	55,261	64,650
	805	Exterminator	244					
	805	Glazier	244					
	805	Locksmith	244					
	805	Mechanic, Transportation	244					
	805	Plasterer	244					
	805	Router & Scheduler II	244					
	805	Sheet Metal Worker	244					
	805	Skilled Gen Maintenance III	244					
	805	Supervisor, Bus Lot	244					
	805	Technician III, Fire Alarm	244					
	805	Technician III, Irrigator	244					
	805	Technician III, Refrigeration	244					
	805	Technician III, Sewer	244					
	805	Welder	244					
806				Ho	urty	\$26.50	\$31.92	\$37.34
	806	Electrician, Journeyman	244	244	Days	51,728	62,308	72,888
	806	Environmental Worker II, Advanced	244	1175				
	806	HVAC, Journeyman	244					
	806	Plumber II	244					
	806	Technician IV, HVAC Services	244					
807					urly	\$30.50	\$36.74	\$42.98
	807	Asst Foreperson, CNS	244	244	Days	59,536	71,716	83,897
	807	Asst Foreperson, Electrical	244					
	807	Asst Foreperson, Gen Maint	244					
	807	Asst Foreperson, Grounds & Landscape	244					
	807	Asst Foreperson, HVAC Services	244					
	807	Asst Foreperson, Paint Shop	244					
	807	Asst Foreperson, Plumbing	244					
	807	Asst Foreperson, Small Equip	244					
	807	Asst Foreperson, Transportation	244					
	807	Asst Foreperson, White Fleet	244					
CW	7.			Ho	urly	\$15.25	\$18.37	\$21.49
	CW	Nutrition Svc Worker	183	183	Days	22,326	26,894	31,461
CWL				Но	urly	\$16.00	\$19.27	\$22.54
	CWL	Nutrition Svc Worker, Lead	183		Days	23,424	28,211	32,999
BA			- 11	Но	urly	\$15.25	\$18.37	\$21.49
	BA	Bus Attendant	183		Days	22,326	26,894	31,463
BD				Но	urly	\$22.75	\$27.74	\$32.73
	BD	Bus Driver, Regular	183	183	Days	33,306	40,611	47,917

Fort Worth ISD Summary of Cost Estimates, 2024-2025

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2023-2024 Current Costs
Teachers					THE ARROW NOT HELP OPEN, IN CHARLEST
\$62,250 starting salary	4,696		\$3,169,843	4.00/	\$317,908,619
General pay increase - 1.0% (\$650)		4,695	\$3,056,080	1.0%	
General pay increase - employees paid		1	\$325	0.0%	
over range maximum Adjustments - years 28-30		212	\$113,438	0.0%	
Librarians					
\$63,000 starting salary	110		\$88,163		\$7,948,714
General pay increase - 1.0% (\$725)		110	\$79,750	1.0%	
Adjustments - years 3-5, 29-30		12	\$8,413	0.1%	
Counselors	242		\$184,382		\$16,804,813
\$72,750 starting salary  General pay increase - 1.0% (\$850)	212	212	\$170,781	1.0%	310,804,813
		18	\$13,601	0.1%	
Adjustments - years 3-4, 28-29		10	\$15,001	0.174	
100s Executive	17		\$34,607		\$3,306,016
General pay increase - 1.0% of pay range midpoint		17	\$32,487	1.0%	
Adjustments - strategic		1	\$2,120	0.1%	
200s Campus Professional Support	931		\$1,202,753		\$72,436,916
General pay increase - 1.0% of pay range midpoint		905	\$756,537	1.0%	
General pay increase - 1.0% to employees		26	\$18,167	0.0%	
over range max		0.6		0.39/	
Adjustments - teacher pay equity		86	\$196,895	0.3%	
Adjustments - strategic		284	\$231,154	0.3%	
300s Instructional Programs	522		\$771,771		\$50,212,116
General pay increase - 1.0% of pay range midpoint		516	\$538,291	1.1%	
General pay increase - 1.0% to employees		6	\$3,833	0.0%	
over range max		4	\$1,011	0.0%	
Adjustments - 1.0% above pay range minimum		23	\$37,011	0.1%	
Adjustments - teacher pay equity		6	\$5,944	0.0%	
Adjustments - flsa Adjustments - strategic		183	\$185,679	0.4%	
400s Business & Operations	241		\$303,345		\$21,298,761
General pay increase - 1.0% of pay range midpoint		226	\$213,183	1.0%	
General pay increase - 1.0% to employees		15	\$10,703	0.1%	
over range max Adjustments - 1.0% above pay range minimum		1	\$963	0.0%	
Adjustments - 1.0% above pay range minimum  Adjustments - strategic		84	\$78,496	0.4%	
500s Technology	108		\$114,903		\$9,301,327
<sup>1c</sup> General pay increase - 1.0% of pay range midpoint		101	\$89,016	1.0%	
General pay increase - 1.0% to employees		7	\$4,735	0.1%	
over range max Adjustments - placement scale		10	\$16,979	0.2%	
Adjustments - strategic		4	\$4,173	0.0%	
Adjustments strategie		·	+ -,		

Model 1 1.0% GPI

Summary of Cost Estimates, 2024-2025

600s Instructional Support	929		\$346,544		\$26,514,083
General pay increase - 1.0% of pay range midpoint		868	\$255,022	1.0%	
General pay increase - 1.0% to employees		61	\$17,241	0.1%	
over range max		01			
Adjustments - placement scale		248	\$74,281	0.3%	
700s Administrative Support	548		\$290,895		\$21,702,835
General pay increase - 1.0% of pay range midpoint		528	\$213,853	1.0%	
General pay increase - 1.0% to employees over range max		20	\$6,984	0.0%	
Adjustments - placement scale		122	\$70,058	0.3%	
800s Operations	1,744	-	\$720,672		\$56,921,285
General pay increase - 1.0% of pay range midpoint		1,657	\$548,154	1.0%	
General pay increase - 1.0% to employees over range max		87	\$30,423	0.1%	
Adjustments - placement scale		340	\$142,095	0.2%	
Subtotal - General Pay Increase	10,058	10,058	\$6,045,565	1.0%	* 18 5 to 2 Salt
Subtotal - Implementation/Equity Adjustments	i, 12.11-3	1,638	\$1,182,313	0.2%	
Total Cost Estimate			\$7,227,878	1.2%	\$604,355,484

#### Footnotes:

<sup>&</sup>lt;sup>1c</sup> Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

# **Fort Worth ISD**

Summary of Cost Estimates, 2024-2025

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2023-2024 Current Costs
Teachers					
\$62,500 starting salary	4,696		\$4,785,077		\$317,908,619
General pay increase - 1.5% (\$1,000)		4,695	\$4,701,965	1.5%	
General pay increase - employees paid		1	\$500	0.0%	
over range maximum		_			
Adjustments - years 29		119	\$82,612	0.0%	
Librarians			4404400		67.040.744
\$63,000 starting salary	110	440	\$124,128	4.50/	\$7,948,714
<sup>1c</sup> General pay increase - 1.5% (\$1,075)		110	\$118,257	1.5%	
Adjustments - years 29		8	\$5,871	0.1%	
Counselors			4-44-5-		Ć1.C 004 013
\$72,750 starting salary	212	242	\$261,257	1.59/	\$16,804,813
General pay increase - 1.5% (\$1,250)		212	\$251,109	1.5%	
Adjustments - years 28		10	\$10,148	0.1%	
100s Executive	17		\$48,744		\$3,306,016
General pay increase - 1.5% of pay range midpoint		17	\$48,744	1.5%	
200s Campus Professional Support	931		\$1,561,749		\$72,436,916
General pay increase - 1.5% of pay range midpoint		902	\$1,134,114	1.6%	
General pay increase - 1.5% to employees		29	\$28,100	0.0%	
over range max					
Adjustments - teacher pay equity		83	\$190,931	0.3%	
Adjustments - strategic		258	\$208,604	0.3%	
300s Instructional Programs	522		\$1,021,644		\$50,212,116
General pay increase - 1.5% of pay range midpoint		516	\$806,828	1.6%	
General pay increase - 1.5% to employees		6	\$6,605	0.0%	
over range max				0.10/	
Adjustments - teacher pay equity		22	\$36,141	0.1%	
Adjustments - flsa		6	\$5,944	0.0%	
Adjustments - strategic		165	\$166,126	0.3%	
400s Business & Operations	241		\$406,929		\$21,298,761
General pay increase - 1.5% of pay range midpoint		226	\$319,654	1.5%	
General pay increase - 1.5% to employees		15	\$16,065	0.1%	
over range max		1	\$638	0.0%	
Adjustments - 1.0% above pay range minimum		1 75	\$70,572	0.3%	
Adjustments - strategic		/3		0.578	
500s Technology	108		\$158,704	4.407	\$9,301,327
General pay increase - 1.5% of pay range midpoint		101	\$133,575	1.4%	
General pay increase - 1.5% to employees		7	\$7,132	0.1%	
over range max Adjustments - placement scale		6	\$13,824	0.1%	
Adjustments - strategic		4	\$4,173	0.0%	
,	020		\$474,592		\$26,514,083
600s Instructional Support	929	865	\$393,535	1.5%	320,314,003
16 General pay increase - 1.5% of pay range midpoint		000	200,000	/-	
General pay increase - 1.5% of pay range midpoint					
General pay increase - 1.5% of pay range midpoint General pay increase - 1.5% to employees over range max		64	\$27,278	0.1%	

# **Fort Worth ISD** Summary of Cost Estimates, 2024-2025

700s Administrative Support	548		\$385,730		\$21,702,835
1c General pay increase - 1.5% of pay range midpoint		526	\$321,375	1.5%	
General pay increase - 1.5% to employees over range max		22	\$11,081	0.1%	
Adjustments - placement scale		65	\$53,274	0.2%	
800s Operations	1,744		\$985,258		\$56,921,285
General pay increase - 1.5% of pay range midpoint		1,657	\$833,755	1.5%	
General pay increase - 1.5% to employees over range max		87	\$46,854	0.1%	
Adjustments - placement scale		170	\$104,649	0.2%	
Subtotal - General Pay Increase	10,058	10,058	\$9,206,526	1.5%	
Subtotal - Implementation/Equity Adjustments		1,062	\$1,007,286	0.2%	WALES.
Total Cost Estimate			\$10,213,812	1.7%	\$604,355,484

#### Footnotes:

<sup>1</sup>c Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

Fort Worth ISD Summary of Models, 2024-2025

1.0% GPI Mod					
Pay Group	General Pay Increase	Adjustments	Estimated Total Increase		
Teachers	\$3,056,405	\$113,438	\$3,169,843		
Librarians	\$79,750	\$8,413	\$88,163		
Counselors	\$170,781	\$13,601	\$184,382		
100s Executive	\$32,487	\$2,120	\$34,607		
200s Campus Professional Support	\$774,704	\$428,049	\$1,202,753		
300s Instructional Programs	\$542,124	\$229,647	\$771,771		
400s Business & Operations	\$223,886	\$79,459	\$303,345		
500s Technology	\$93,751	\$21,152	\$114,903		
600s Instructional Support	\$272,263	\$74,281	\$346,544		
700s Administrative Support	\$220,837	\$70,058	\$290,895		
800s Operations	\$578,577	\$142,095	\$720,672		
Total % of Current Costs	\$6,045,565 1.0%	\$1,182,313 0.2%			

1.5% GPI Mo					
Pay Group	General Pay Increase	Adjustments	Estimated Total Increase		
Teachers	\$4,702,465	\$82,612	\$4,785,077		
Librarians	\$118,257	\$5,871	\$124,128		
Counselors	\$251,109	\$10, <b>148</b>	\$261,257		
100s Executive	\$48,744	\$0	\$48,744		
200s Campus Professional Support	\$1,162,214	\$399,535	\$1,561,749		
300s Instructional Programs	\$813,433	\$208,211	\$1,021,644		
400s Business & Operations	\$335,719	\$71,210	\$406,929		
500s Technology	\$140,707	\$17 <b>,997</b>	\$158,704		
600s Instructional Support	\$420,813	\$53,779	\$474,592		
700s Administrative Support	\$332,456	\$53,274	\$385,730		
800s Operations	\$880,609	\$104,649	\$985,258		
Total % of Current Costs	\$9,206,526 1.5%	\$1,007,286 0.2%	\$10,213,812 1.7%		

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

# TOPIC: APPROVE PUBLIC ADDRESS RETROFIT FOR THE PURPOSE OF COMPLYING WITH SCHOOL SAFETY REQUIREMENTS

The Texas Administrative Code (19 TAC §61.1031) mandates the installation of panic alert systems in all public schools to ensure a rapid and efficient means for staff and students to notify authorities during emergencies, potentially saving lives. Fort Worth ISD aims to retrofit Public Address (PA) systems to comply with school safety requirements. This initiative involves installing a panic alarm button in each classroom that, when pressed, immediately contacts emergency services and converting any existing non-compatible PA systems so that they are compatible with the buttons, thereby reducing response times during school emergencies.

## **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Public Address Retrofit for the Purpose of Complying with School Safety Requirements
- 2. Decline to Approve Public Address Retrofit for the Purpose of Complying with School Safety Requirements
- 3. Remand to Staff for Further Study

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

Approve Public Address Retrofit for the Purpose of Complying with School Safety Requirements

FUNDING SOURCE:	<u>Aaaitionai Detaiis</u>	
Special Revenue	429-52-6299-390-24\$37	\$3,100,000
	429-52-6399-390-24S37	\$5,800,000
	429-52-6396-390-24\$37	\$1.100.000

1 11:4: 0 - 1 D 04 - 10

#### COST:

Not-to-Exceed - \$10,000,000

ELINDING COLIDGE.

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

Digi Security Systems

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

Bid/Proposal Statistics
Bid Number: 24-060

Number of Bid/Proposals received: 6

HUB Firms: 2 Compliant Bids: 6

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

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

Districtwide

#### **RATIONALE**:

The retrofitting of the District's Public Address (PA) systems to comply with school safety requirements is crucial for enhancing the safety and security measures within our public schools. The installation of panic alarm buttons in each classroom and the conversion of existing noncompatible PA systems to be compatible with the buttons are essential steps toward ensuring a rapid and effective response during emergencies. By aligning with school safety standards, we are prioritizing the safety of our staff and students, providing them with a direct and immediate means to alert authorities in the event of a crisis. This proactive approach to emergency preparedness has the potential to mitigate risks and ultimately safeguard lives within our educational community.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE AND INSTALLATION OF SAFETY FILM PRODUCT

#### **BACKGROUND:**

The Texas Administrative Code (19 TAC §61.1031) was amended to require all exterior doors and ground-level windows near exterior doors that are of a size and position that permits entry from the exterior be constructed or modified such that the glass cannot be easily broken. The installation of forced entry resistant film (safety film) would allow the District to meet the new requirements for existing instructional facilities. Entry resistant film installed on the interior glass surface of doors or windows is designed to delay intrusion, help hold broken glass together and keep the glass from breaking out of the frame.

The 2023-2025 Safety and Facilities Enhancement (SAFE) Grant allocated funds to school districts to meet school safety standards required in 19 TAC §61.1031. A Request for Proposals (RFP) was issued to solicit proposals from licensed and qualified vendors to deliver and install a safety film product on designated doors and windows at various campuses within the District to meet the State of Texas school safety mandates related to instructional facilities. Proposals were evaluated to determine the best value for the District based on the evaluation criteria defined in the RFP and four vendors were selected for the project.

This project will focus on 84 elementary schools and 18 high schools. Multiple vendors will be used for the project to ensure completion of the work within the timelines specified by the grant. Vendors will be responsible for acquiring exact measurements for each assigned school site to determine exact cost per school. Completion timelines and costs for each phase of the project will be agreed upon by Fort Worth ISD and selected vendors prior to the start of work.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase and Installation of Safety Film Product
- 2. Decline to Approve Purchase and Installation of Safety Film Product
- 3. Remand to Staff for Further Study

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

Approve Purchase and Installation of Safety Film Product

## **FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6299-390-24S37

429-52-6399-390-24**S**37

(2023-2025 Safety and Facilities Enhancement Grant)

#### **COST**:

Not-to-Exceed - \$10,000,000

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

NGS Films and Graphics Solar Art Window Film Depot Epic Solar

#### **PURCHASING MECHANISM:**

Competitive Solicitation

### **Solicitation - Bid Summary / Evaluation**

RFP #24-051 Safety Film Product and Installation

Bid/Proposal Statistics
Bid Number: 24-051

Number of Bid/Proposals received: 9

HUB Firms: 0 Compliant Bids: 9

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:

Safety and Security Operations

### **RATIONALE**:

In light of recent events, ongoing public concern, and new safety standards, Fort Worth ISD must ensure school safety standards are met to address the safety of students, staff and visitors in our public schools. The installation of entry resistant film would help the District to meet State requirements that all school system instructional facilities have access points that are secured by design, maintained to operate as intended, and appropriately monitored.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent of Administrative Services

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** AUTHORIZATION TO PURCHASE HIGH-QUALITY INSTRUCTIONAL

MATERIALS & PROFESSIONAL LEARNING FOR ELEMENTARY

**LITERACY** 

### **BACKGROUND:**

The Amplify Texas Elementary Literacy Program is the core curriculum resource used at K-5 campuses district-wide over the last two school years. Considered High Quality Instructional Materials (HQIM) by the state, the comprehensive resource is built to meet 100% of the Texas Essential Knowledge and Skills and English Language Proficiency Standards in tight alignment with structured literacy concepts taught in the Texas Reading Academies. The English and Spanish Reading Language Arts (RLA) materials and professional development provide teachers, instructional coaches, and leaders with the tools and information needed to successfully continue implementation and ensure a coherent approach to literacy instruction aligned to the science of teaching reading.

### **STRATEGIC GOAL:**

1-Increase Student Achievement

### **ALTERNATIVES:**

- 1. Approve the Purchase of High Quality Instructional Materials & Professional Learning for Elementary Literacy
- 2. Decline the Purchase of High Quality Instructional Materials & Professional Learning for Elementary Literacy
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of High Quality Instructional Materials & Professional Learning for Elementary Literacy

#### **FUNDING SOURCE**

Additional Details

Special Revenue

282-11-6399-950

## COST:

\$1,214,517.24

## **VENDOR:**

Amplify

## **PURCHASING MECHANISM**

## **Competitive Solicitation**

Solicitation - Solicitation Statistics

Number: 22-121 Tier 1 Core Literacy Program

Number of Responses Received: 10

HUB Firms: 2 Compliant Bids: 10

The above solicitation 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. This is an optional renewal ending June 30, 2025.

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

	Elementary Campuses						
A.M. Pate Elementary	Glen Park Elementary	Rufino Mendoza Elementary					
Alice Carlson Elementary	Greenbriar Elementary	S.S. Dillow Elementary					
Alice D. Contreras Elementary	H.V. Helbing Elementary	Sagamore Hill Elementary					
Atwood McDonald Elementary	Harlean Beal Elementary	Sam Rosen Elementary					
Benbrook Elementary	Hazel Harvey Peace Elementary	Seminary Hills Park Elementary					
Bill J. Elliott Elementary	Hubbard Heights Elementary	South Hi Mount Elementary					
Bonnie Brae Elementary	J.T. Stevens Elementary	South Hills Elementary					
Bruce Shulkey Elementary	Lily B. Clayton Elementary	Springdale Elementary					
Burton Hill Elementary	Lowery Road Elementary	Sunrise-McMillan Elementary					
Carroll Peak Elementary	Luella Merrett Elementary	T.A. Sims Elementary					
Carter Park Elementary	M.H. Moore Elementary	Tanglewood Elementary					
Cesar Chavez Elementary	M.L. Kirkpatrick Elementary	Van Zandt-Guinn Elementary					
Charles E. Nash Elementary	Manuel Jara Elementary	Versia L. Williams Elementary					
Christene C. Moss Elementary	Mary Louise Phillips Elementary	W.J. Turner Elementary					
Clifford Davis Elementary	Maudrie M. Walton Elementary	W.M. Green Elementary					
D. McRae Elementary	Meadowbrook Elementary	Washington Heights Elementary					
Daggett Montessori	Morningside Elementary	Waverly Park Elementary					
David K. Sellars Elementary	Natha Howell Elementary	West Handley Elementary					
De Zavala Elementary	North Hi Mount Elementary	Westcliff Elementary					
Diamond Hill Elementary	Oakhurst Elementary	Westcreek Elementary					
Dolores Huerta Elementary	Oaklawn Elementary	Western Hills Elementary					

E.M. Daggett Elementary	Overton Park Elementary	Western Hills Primary
East Handley Elementary	Richard J. Wilson Elementary	Westpark Elementary
Eastern Hills Elementary	Ridglea Hills Elementary	Woodway Elementary
Edward J. Briscoe Elementary	Riverside Learning Academy	Worth Heights Elementary
George C. Clarke Elementary	Rolling Hills Elementary	
,	· ·	

# **RATIONALE**:

Purchase of Amplify Texas HQIM provides the resources teachers, schools, students and district leaders need to ensure a coherent approach to K-5 literacy instruction aligned to the science of teaching reading.

## **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent Network 1 & 3

## **Exhibit C**

Amplify.

Price Quote

Amplify

55 Washington Street Suite 800 Brooklyn NY 11201 Phone. (800) 823-1969 Fax. (646) 403-4700 Quote #: Date: Expires On

Q-336246-3 2/22/2024 3/23/2024

Customer Contact Information Joseph Niedziela Et Worth Ind School District 8173600527 \$17-871-3822 tosephiniedziela@fwisd.org Amplify Contact Information Kelley Simpson Professional Development Operations Coordinator kesimpson@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR GK Skills & Knowledge Activity Book Set	4 913 00	\$38.00	S186 694,00
Amplify SLAR GK Complete Activity Book Set	7 58d fd	\$47.50	\$74 100 00
Amplify TX ELAR G1 Skills & Knowledge Activity Book Set	5 018.00	\$38 00	\$190,634.00
Amplify SLAR G1 Complete Activity Book Set	1 958 00	\$47,50	\$93 005.00
Amplify TX ELAR G2 Skills & Knowlege Activity Book Set	3 192 06	\$38.00	\$117 [16.00]
Amplify SLAR G2 Complete Activity Book Set	1 964.00	\$47.50	\$93,290,00
Amplify TX ELAR G3 Activity Book Set	3,242 00	\$30,00	\$123,196,00
Amplify TX ELAR G4 Activity Book Set 23	3.72.73 (0)	\$38.00	\$124 336 00
Amplify TX ELAR G5 Activity Book Set	3.214.00	\$38.00	\$122 13 <b>2</b> .00
TOTAL			\$1,124,563,00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amphin Shippery with Hamilton	\$89,964.24	389,964,24

GRAND TOTAL \$1.214 517.24

#### Scope and Duration

Paviment Terms

This Price Quote (including all pricing and other terms) is lalid through Quote Expiration Date stated above.

Page 1 of 6

- Payment terms net 30 days.
- Prices do not include sales tax if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein
- The Federal Tax ID # for Amplify Education, Inc. is 13-41254%3, A copy of Amplify's W-9 can be found at: <a href="http://www.amplify.com/w-9.pdf">http://www.amplify.com/w-9.pdf</a>

#### License and Services Term.

- Licenses: 07/01/2024 until 06/30/2025.
- Services, 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- FOR SHIPPED MATERIALS
  - Expedited shipping is available at extra charge,
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt
- FOR SERVICES
  - Training and professional development sessions cancelled with less than one week notice will be deemed delirered.

#### How to Order Our Products

Amplify Louid like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment, purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express), in order for us to assist you, please help us by following these instructions.

# Please include these three documents with your order:

- Authorized purchase order or check
- A cop, of your Price Quote
- A copy of your Tax-Exemption Certificate

#### If submitting a purchase order

To expedite your order please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below

#### If submitting your order via credit card:

Please email <u>Accountsreceivable@amplify.com</u> to request a secure credit condition payment link

#### If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to 1% o weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

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Our Order Management Department is located at 55 Washington Street. Suite 800 Brooklan, NY 11201, Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education. Inc. attached and available at <a href="mailto:amplify.com/customer-terms">amplify.com/customer-terms</a> Issuance of a purchase order or payment pursuant to this Price Quote or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

#### Terms & Conditions

- 1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, inc. ("Amplify") and your school district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt 'price quote, proposal renewal letter or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following (i) issuing a purchase order, shipment request, or payment against the Quote: (ii) accessing, downloading, or using the Products, or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/ acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download or use the Products.
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- 4 Reservation of Rights, SUBSCRIPTION PRODUCTS ARE LICENSED NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights are and will remain the sole and exclusive property of Amplify on its third-part, licensors. IP Rights means collectively rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property of proprietary rights recognized in any country or jurisdiction, confidured. Customer must promptly noutly Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected to patents (see <a href="mailto:amplify.com/virtual-patent-marking">amplify.com/virtual-patent-marking</a>).
- 5. Payments In consideration of the Products. Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts.

that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

- 6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.
- Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accounts information to Amplify or a third-party service as applicable, and promptly report any changes to such information. (b) not share login credentials or otherwise allow others to use their account. (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.
- Confidentiality, Customer acknowledges that, in connection with this Agreement Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code assessment instruments research designs, methods processes, customer lists training materials product documentation, know-how or trade secrets in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer' (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not uncler any confidentiality obligation.
- 9 Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer. Amplify may collect. receive or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's educational records, as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.3.1 of FERPA for the purpose of providing the Products hereunder. Individually, and collectively. Amplify and Customer agree to uphold our abligations as applicable, under FERPA, the Children's Online Pri, say Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's **Privacy Policy** at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users use of the Products including making a copy of the **Privacy Policy** available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-segurity aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.
- Oustomer Materials and Requirements. Customer represents. Finants, and toclenants that it has all the necessary rights, including consents and IP Rights in promection with any face information content, and other materials provided to or professed by Armhifty an behalf of Customer or its Authorized Schlool Users using the Products or other was in convention with this Agreement inCustomer Materials in and that Amplify rice the right to use such Customer Electrons as conventioned hereunder or for any other public oses required by Customer Customer is solely responsible for the accuracy, integrity completeness, quality, legably, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, relection output and other requirements listed at amplify.com/customer-requirements.
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# **Exhibit D**Amplify Schedule of Student Data

Category of Data	Data Elements	Purpose	Used by Amplify?	Provided by District, or Collected by Application?
-2.0301) 01 0212	Saft Floridilla	For support purposes; in	vacu by Miliphity (	Application
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	aggregate, to inform product improvements	Required	Collected by Application
	Other application technology meta	For support purposes; in aggregate, to inform product improvements	Required	Coffected by
	Other application technology meta data - Please specify:	For support purposes; in aggregate, to inform product improvements	* Browser User Agent * Operating system brand and	Collected by Application
Application Use Statistics	Meta data on user interaction with application	For support purposes; in aggregate, to inform product improvements	Required	Callected by Application
	Meta data on user interaction with application - Please specify:	For support purposes; in aggregate, to inform product improvements	User interactions, timestamps, etc.	Collected by Application
Assessment	Observation data	For observational assessment incorporated into the product	Optional	Collected by Application
	Other assessment data	For assessment incorporated into the product	Optional	Collected by Application
Demographics	Date of Birth	For rostering purposes	If students are rostered: Optional	Provided by Distric
	Gender	For optional aggregate reporting	Optional	Provided by District
	Ethnicity or race	For optional aggregate reporting	Optional	Provided by District
	Language information (native, preferred or primary language	To support in-app language choices, and optional		
	spoken by student)	aggregate reporting For optional aggregate	Optional	Provided by Distric
	Other demographic information	reporting	Optional	Provided by Distric
	Other demographic information - Please specify:	For content or feature selection	Additional CEDS-aligned demographics may be optionally supplied for aggregate reporting purposes	Provided by District
Enrollment	Student school enrollment	For rostering purposes	Required	Provided by District
	Student grade level	For rostering purposes and content alignment	Required	Provided by District
	Homeroom	Far rostering purposes	Optional	Provided by District
	Specific curriculum programs	For rostering purposes and content alignment	Required	Provided by District
Schedule	Student scheduled courses	For rostering purposes and content alignment	Required	Provided by District
	Teacher names	For rostering purposes	Required	Provided by District
Special Indicator  Special Indicator	English language learner information	To support in-app language choices, and optional aggregate reporting	Optional	Provided by District
	Low income status	For optional aggregate reporting	Optional	Provided by District
	Student disability information	For optional aggregate reporting	Optional	Provided by District
	Specialized education services (IEP or 504)	For optional aggregate reporting	Optional	Provided by District
	Other indicator information	For optional aggregate	Optional	Provided by District
	Other indicator information - Please specify:	For optional aggregate	Additional CEDS-aligned demographic indicators may be optionally supplied for aggregate reporting purposes	Provided by District
tudent Contact Information	Email		Required	Provided by District
tudent Identifiers	Local (School district) ID work data - Please specify		Required	Provided by District
Student Identifiers	State ID number		Optional	
tudent Identifiers	Student app username	For logging in	Optional	Provided by District
tudent Identifiers	Student app passwords	For logging in	Optional	Collected by Application

As of 5/3/2024 324

## Amplify Schedule of Student Data

Category of Data	Data Elements	Purpose	Used by Amplify?	Provided by District, or Collected by Application?
Student Name	First and/or Last	For rostering purposes	Required	Provided by District
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program - student reads below grade level)	For application adaptivity and student performance reporting	Required	Collected by Application
Student work	Student generated content; writing, pictures etc.	For classroom interactivity and student performance reporting	Required	Collected by Application

As of 5/3/2024 325

## ACTION AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE PURCHASE OF READING INTERVENTION AND ACCELERATION PROGRAM

#### **BACKGROUND:**

Lexia® Core5® (K-5) and Lexia® PowerUp Literacy® (6-8) are digital blended reading programs designed to reinforce foundational reading skills and accelerate students of all abilities to make the critical shift from learning to read to reading to learn. A core curriculum resource, K-8 campuses across the District have implemented Lexia as part of daily instruction with students over the last three school years. Lexia provides District educators a tool to provide students with a) Differentiated literacy instruction; b) Support that substantially reduces students' risk of not meeting grade-level standards; c) and instruction accelerated and on-track students to further thrive.

The purchase includes professional learning for District educators as well as training for Read Fort Worth After School staff on providing strategies to support students' literacy skills growth in the program. The continued community partnership with Read Fort Worth supports district students with gaining literacy skills as part of after school programs by reinforcing the use of high-quality instructional materials District students use during the school day.

#### **STRATEGIC GOAL:**

- 1-Increase Student Achievement
- 3-Enhance Family and Community Engagement

#### **ALTERNATIVES:**

- 1. Approve Authorization to Purchase Reading Intervention and Acceleration Program
- 2. Decline to Purchase Reading Intervention and Acceleration Program
- 3. Remand to Staff for Further Study

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

Approve Authorization to Purchase Reading Intervention and Acceleration Program

**FUNDING SOURCE** 

Additional Details

General Fund

199-11-6399-160

## **COST**:

\$1,311,200.00

#### **VENDOR:**

Lexia Learning

## **PURCHASING MECHANISM**

### **Competitive Solicitation**

21-040 Supplementary Literacy Instructional Supports & Progress

Solicitation - Bid Summary / Evaluation Bid/Proposal Statistics

Bid Number: 21-040

Number of Bid/Proposals received: 11

HUB Firms: 0 Compliant Bids: 8

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

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

Elementary Campuses				
A.M. Pate Elementary	Glen Park Elementary	Rufino Mendoza Elementary		
Alice Carlson Elementary	Greenbriar Elementary	S.S. Dillow Elementary		
Alice D. Contreras Elementary	H.V. Helbing Elementary	Sagamore Hill Elementary		
Atwood McDonald Elementary	Harlean Beal Elementary	Sam Rosen Elementary		
Benbrook Elementary	Hazel Harvey Peace Elementary	Seminary Hills Park Elementary		
Bill J. Elliott Elementary	Hubbard Heights Elementary	South Hi Mount Elementary		
Bonnie Brae Elementary	J.T. Stevens Elementary	South Hills Elementary		
Bruce Shulkey Elementary	Lily B. Clayton Elementary	Springdale Elementary		
Burton Hill Elementary	Lowery Road Elementary	Sunrise-McMillan Elementary		
Carroll Peak Elementary	Luella Merrett Elementary	T.A. Sims Elementary		
Carter Park Elementary	M.H. Moore Elementary	Tanglewood Elementary		
Cesar Chavez Elementary	M.L. Kirkpatrick Elementary	Van Zandt-Guinn Elementary		
Charles E. Nash Elementary	Manuel Jara Elementary	Versia L. Williams Elementary		
Christene C. Moss Elementary	Mary Louise Phillips Elementary	W.J. Turner Elementary		
Clifford Davis Elementary	Maudrie M. Walton Elementary	W.M. Green Elementary		
D. McRae Elementary	Meadowbrook Elementary	Washington Heights Elementary		
Daggett Montessori	Morningside Elementary	Waverly Park Elementary		
David K. Sellars Elementary	Natha Howell Elementary	West Handley Elementary		
De Zavala Elementary	North Hi Mount Elementary	Westcliff Elementary		
Diamond Hill Elementary	Oakhurst Elementary	Westcreek Elementary		
Dolores Huerta Elementary	Oaklawn Elementary	Western Hills Elementary		

E.M. Daggett Elementary East Handley Elementary Eastern Hills Elementary Edward J. Briscoe Elementary George C. Clarke Elementary	Overton Park Elementary Richard J. Wilson Elementary Ridglea Hills Elementary Riverside Learning Academy Rolling Hills Elementary		Western Hills Primary Westpark Elementary Woodway Elementary Worth Heights Elementary
	Secon	dary Campuses	
E.M. Daggett Middle School	Applied Learning Academy Benbrook Middle & High School E.M. Daggett Middle School International Newcomer Academy J.P. Elder Middle School Jacquet Martin Middle School Jean McClung Middle School Kirkpatrick Middle School Leonard Middle School Meadowbrook Middle School Metro Opportunity School		chool ol orade Idle School Ile School Ile School Ide School

## **RATIONALE**:

After using the program, students are more likely than non-users to be proficient readers. The Built on Structured Literacy program is intended to help provide equitable learning opportunities for all students and transform student learning for success and well-being. By enabling educators to provide differentiated literacy instruction for students of all abilities, this research-proven program helps substantially reduce students' risk of not meeting grade-level standards while still being able to give accelerated and on-track students the instruction they need to thrive.

## **INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent

## QUOTE



#### **Lexia Learning Systems LLC**

300 Baker Avenue, Suite 202 Concord, MA 01742 USA Phone: (978) 405-6200 Fax: (978) 287-0062

Quote #:

Q-612241-6

Created Date: 3/28/2024

Prepared By:

Lauren Brown

Email:

lauren.brown@lexialearning.com

Quote To: Mary Jane Bowman Fort Worth ISD 7060 Camp Bowie Blvd Fort Worth, TX 76116 US Bill To:

Mary Jane Bowman Fort Worth ISD 7060 Camp Bowie Blvd

Fort Worth, TX 76116 US

RFP 21-040

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2024	6/30/2025	75	Lexia Core5 Reading Unlimited License with School Success Partnership Renewal	\$11,900.00	\$892,500.00
7/1/2024	6/30/2025	26	Lexia PowerUp Literacy Unlimited License with School Success Partnership Renewal	\$11,900.00	\$309,400.00
7/1/2024	6/30/2025	7	Lexia Core5 Reading District Success Partnership - Gold - Renewal	\$9,900.00	\$9,900,00
7/1/2024	6/30/2025	1	Lexia PowerUp Literacy District Success Partnership - Gold - Renewal Middle Schools	\$9,900.00	\$9,900.00
7/1/2024	6/30/2025	50	Lexia Core5/PowerUp Reading Live Online	\$600.00	\$30,000 00
7/1/2024	6/30/2025	5	Lexia PowerUp Literacy Unlimited License with School Success Partnership Metro Opportunity, World Language Institute and 3 High schools	\$11,900.00	\$59,500.00

Total Price \$1,311,200.00

Est. Tax \$0.00

Total Due \$1,311,200.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

#### Fax or email Purchase Orders with quote number Q-612241-6 to the following:

Attn: Lauren Brown

Email: lauren.brown@lexialearning.com

Fax: 978-287-0062

#### PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

#### TERMS AND CONDITIONS

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

#### TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsitetraining fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due

#### ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

#### ACCEPTANCE

Lexia products and services under this order are offered subject to the terms of RFP 21-091, and Lexia's bid thereto, as awarded (collectively, the "RFP Terms"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the RFP Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services nerein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern

-Doessgoeder Mck Gaelide

4/11/2024

(signature/date)

Nick Gaende, President

Mary Jane Bowman

**Executive Director of Humanities &** 

Academic Support initiatives

Gracie Guerrero

Associate Superintendent Network 1 & 3

## ACTION AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE CONSOLIDATION OF J. P. ELDER AND KIRKPATRICK MIDDLE SCHOOLS TO A SINGLE CAMPUS WITHIN THE NORTH SIDE PYRAMID BEGINNING WITH THE 2027-2028 SCHOOL YEAR

#### **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 North Side pyramid, J. P. Elder Middle. Other sites within the pyramid were excluded for consideration due to a lack of project viability.

Trustees hosted Community Listening Sessions throughout the month of April to share construction opportunities with stakeholders and seek feedback. Presentations and feedback opportunities were also shared on the District website for those unable to attend. Events were hosted as follows:

- April 8, 2024 Kirkpatrick Middle in the North Side pyramid
- April 22, 2024 J. P. Elder Middle in the North Side pyramid

Combining middle schools into a single campus within the North Side pyramid 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.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

- 1. Approve Consolidation of Middle Schools to a Single Campus at the J. P. Elder MS Site in the North Side Pyramid Beginning with the 2027-2028 School Year
- 2. Decline Consolidation of Middle Schools to a Single Campus at the J. P. Elder MS Site in the North Side Pyramid Beginning with the 2027-2028 School Year

## **FUNDING SOURCE:**

CIP 2021

#### COST:

**Campus Allocations** 

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

J. P. Elder Middle Kirkpatrick 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 middle schools within the North Side pyramid 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.

North Side middle school enrollment has steadily declined since the 2018-2019 school year. The pyramid currently serves 1,228 middle school students, declining 29% since peaking at 1,738 students. When considering data including birth rates, residential population, elementary enrollment, and neighborhood construction, the pyramid enrollment middle school enrollment in the 2027-2028 is projected to be 1,011 students.

Campus Name	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Kirkpatrick Middle	508	508	544	485	472	465
Elder Middle	1230	1195	1087	958	826	763
<b>Total Enrollment</b>	1738	1703	1631	1443	1298	1228

Data Source: OnPoint Fall PEIMS Enrollment Reports 11/17/2023

## **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of District Operations

## North Side Community Listening Session



Hosted by Board President Dr. Camille Rodriguez



## Agenda

- Capital Improvement
   Program
- Master Facility Planning
- Facility Improvement
   Opportunities
- Community Feedback



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## Capital Improvement Program

## KELLIE SPENCER

Deputy Superintendent Operations

## Why Do School Districts Issue Bonds?

- Under state law, the school finance system provides operating funds for employee salaries, utility costs, instructional materials, and operational materials.
- Texas school districts issue bonds to pay for major capital expenditures like new schools, expansions, or building renovations.



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## 2017 Bond Program – North Side Impact









## 2021 Bond Program

On November 2, 2021, voters approved a \$1.2 billion package that largely focuses on Fort Worth Independent School District's aging middle schools.

## Examples of scope include:

- New, secured front-entry vestibules for schools
- Upgrades of corridors, common areas, media centers, and cafeteria spaces for student collaboration
- Refitted science labs and modified classrooms to meet space requirements

## 2021 Bond Budget Allocation

Campus	Total Budget*	Construction Budget
Kirkpatrick Middle School	\$38,890,739	\$27,000,000
J.P. Elder Middle School	\$51,019,173	\$36,000,000
Total	\$89,909,912	\$63,000,000

<sup>\*</sup>Total budget includes additional items such as architectural fees, permitting, construction management, furniture and equipment, etc.

## Master Facility Planning

## KELLIE SPENCER

Deputy Superintendent Operations

## MIKE NAUGHTON

**Executive Director of Facilities** 

## Resolution on Facilities Planning

On September 26, 2023, the Board approved a resolution calling for a facility master plan study. This includes:

- Educational programming
- Facility & property condition
- Enrollment trends
- Rightsizing opportunities



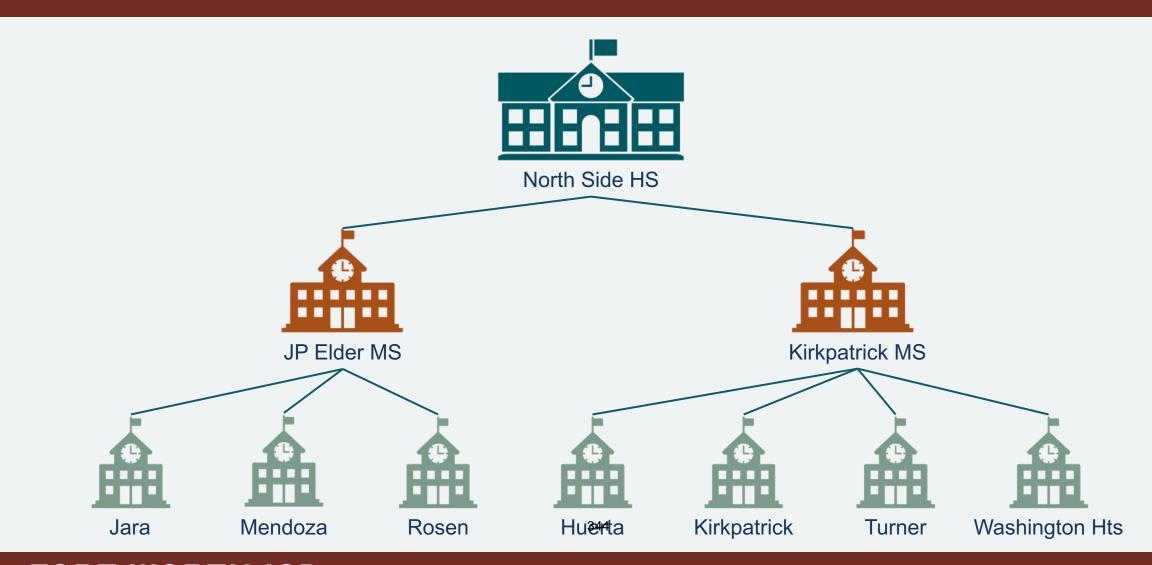
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**FORT WORTH ISD** 

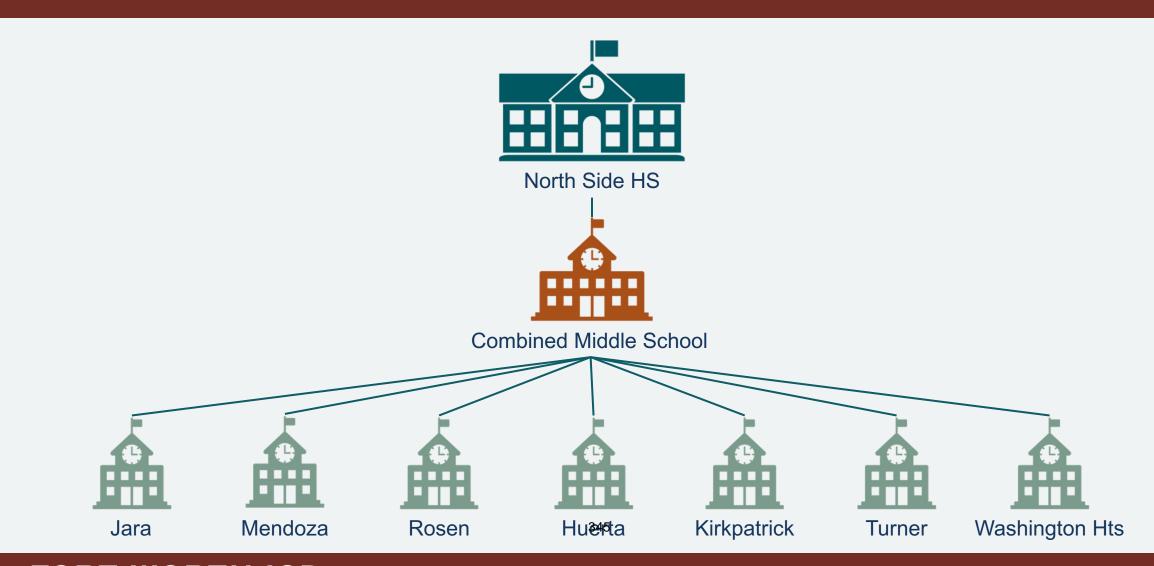
## Staffing Costs & Other Considerations

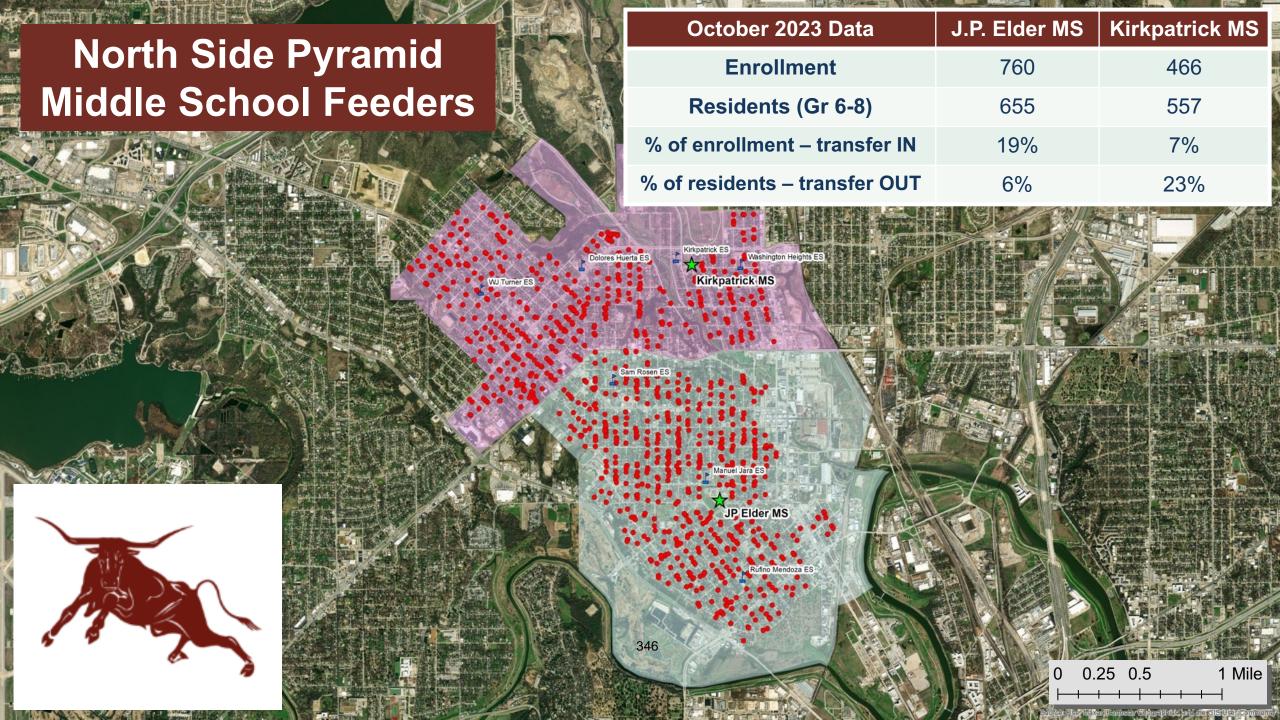
- Combining small campuses increases instructional consistency within the feeder pattern
- Combining all middle grades in a single campus minimizes transition points for students
- Increasing enrollment allows for additional course offerings and extracurricular opportunities
- Staffing a single large campus decreases administrative costs, redirecting funding toward instruction

## North Side Pyramid



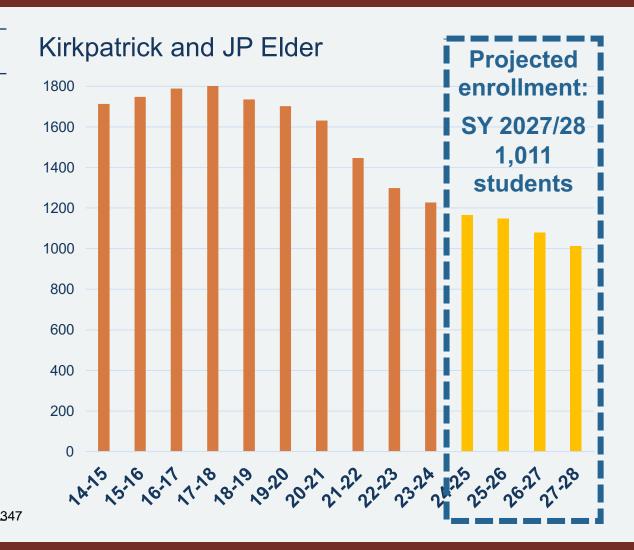
## North Side Pyramid





## **10-Year Combined Enrollment Trends**

School Year	Kirkpatrick	I P Flder	Total
	Mirkpatrick	J.F. LIGE	TOtal
2014-15	520	1,193	1,713
2015-16	503	1,245	1,748
2016-17	517	1,272	1,789
2017-18	512	1,290	1,802
2018-19	509	1,226	1,735
2019-20	508	1,195	1,703
2020-21	544	1,088	1,632
2021-22	488	959	1,447
2022-23	472	826	1,298
2023-24	465	763	1,228



## Feeder Elementary Enrollment History



# Facility Improvement Opportunities

**Architect Presentation** 

## COMMUNITY MEETING APRIL 2024

ABOUT THE PROJECT:

Study to assess the feasibility of combining two middle schools located on the north side of Fort Worth into one campus.

J. P. Elder is the larger of the two sites and where we have focused this study.

## EXECUTIVE SUMMARY

PROJECT OVERVIEW The goal is to build a new school campus that meets the current and future needs of Fort Worth ISD on the existing middle school site. Natural features of the site will need to be incorporated.

In addition, the existing Middle School was analyzed to determine if it can be salvaged when it incorporates the new students.



PROPOSED SOLUTION

The proposed solution embraces the historic Annex building on campus while providing new facilities that meet the technical and educational requirements of FWISD.

**CREDIT TO: GOOGLE EARTH** 

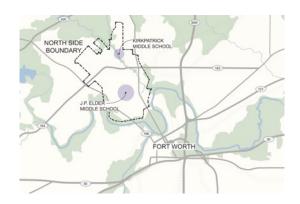
PRINICIPALS AND GOALS

Develop a school solution which causes the least impact on the existing Middle School and avoids major interruptions to the school day and the students.

Provide a campus with the goals of FWISD in mind: A safe and secure learning environment which fosters student achievement.



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## SITE **COMPARISON**

- **ZONED AS "CF" COMMUNITY FACILITIES**
- NORTH SIDE HIGH SCHOOL **PYRAMID**



**CREDIT TO: BING MAPS** 



- 15.173 ACRES
- **750 STUDENTS ENROLLED**



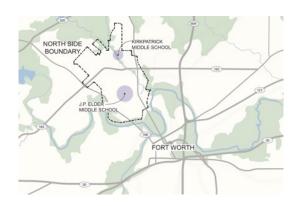


- 6 ACRES
- **480 STUDENTS ENROLLED**





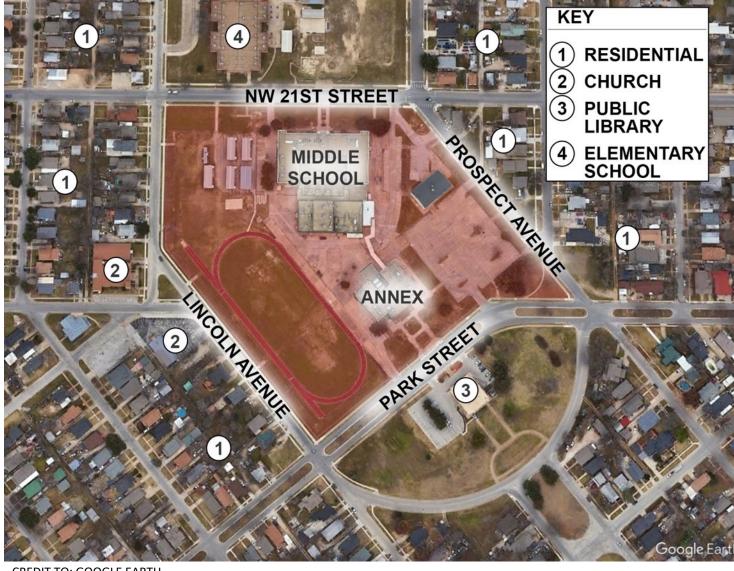




## LOCATION

- 15.173 ACRES
- ZONED AS "CF" FACILITIES **COMMUNITY**
- **SETBACK REQUIREMENTS:** 
  - FRONT:20'
  - REAR: 5'
  - SIDE:
    - 10' ON PROSPECT
    - 5' ON LINCOLN
- MAX HEIGHT: 35'
- NORTH SIDE HIGH SCHOOL **PYRAMID**







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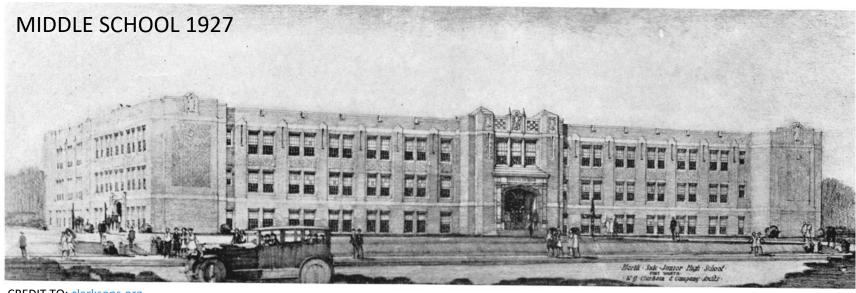
## MIDDLE SCHOOL & ANNEX HISTORY

- MIDDLE SCHOOL
  - 1927 OPENED AS NORTH SIDE JR HS
  - 1935 RENAMED J P ELDER MS

#### ANNEX

- 1919 OPENED AS NORTH SIDE HS
- 1935 WPA PROJECT
- 1939 TECHNICAL HS
- 1955 J. P. ELDER JR HS
- 1991 SAVED FROM DEMOLITION BY PRESERVATION COMMUNITY
- 9 1995 NATIONAL REGISTER OF HISTORIC PLACES; CITY OF FORT WORTH - DEMOLITION DELAY
- RENOVATED IN 1998





CREDIT TO: clarksons.org



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CREDIT TO: NATIONAL ARCHIVES

CREDIT TO: wv



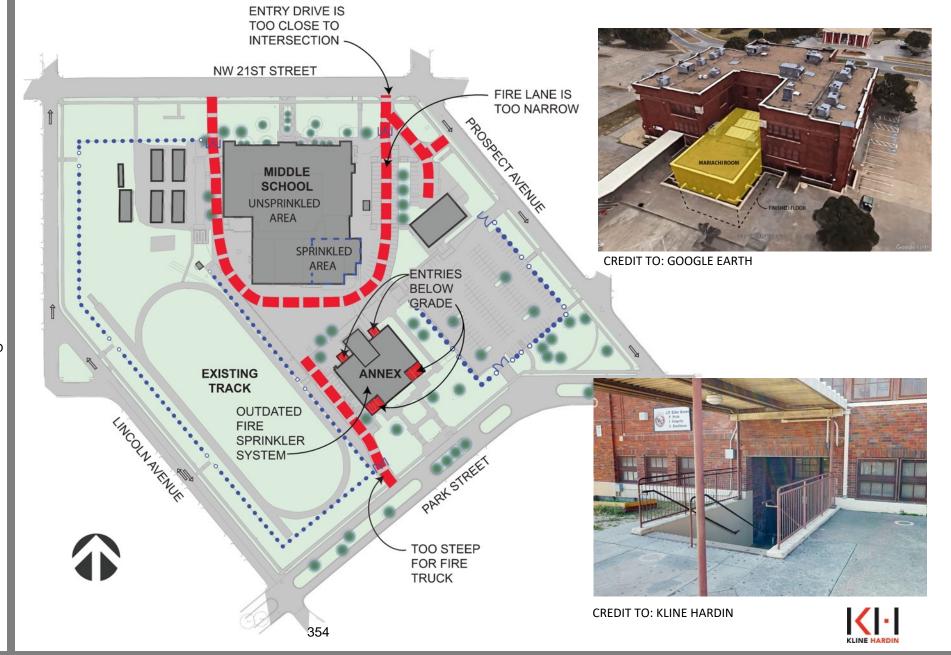
CREDIT TO: www.fortwortharchitecture.com



## EXISTING SITE DEFICIENCIES

- SECURITY
  - UN-SECURED FENCES
  - UNLOCKED DOORS BETWEEN CLASSES
- INADEQUATE FIRE LANES
  - TOO NARROW
  - TOO STEEP FOR FIRE TRUCKS
- FIRE SPRINKLER SYSTEMS
  - MIDDLE SCHOOL PARTIALLY SPRINKLED
  - ANNEX OUTDATED SYSTEM
- DRAINAGE AT ANNEX
  - ENTRIES BELOW GRADE
- CAR AND BUS QUEUING
  - NOT SEPARATE
  - INADEQUATE
- EXISTING TRACK
  - TOO NARROW FOR FOOTBALL

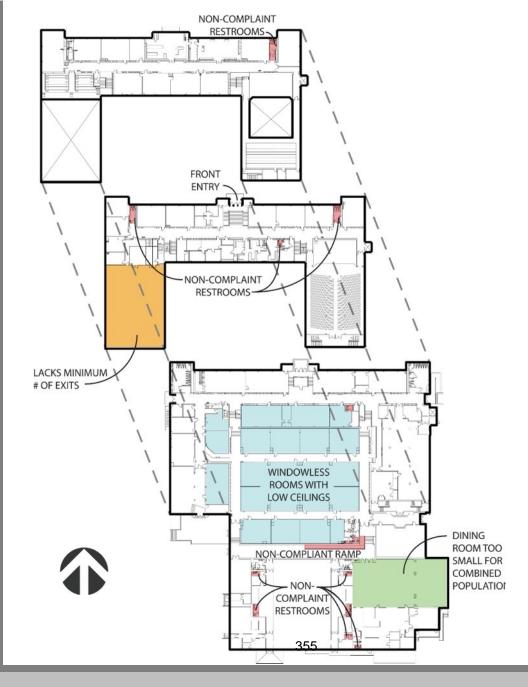




## **EXISTING** BUILDING **DEFICIENCIES**

- LACK OF ACCESSIBLE **RESTROOMS**
- **NETWORK OF RAMPS AND STAIRS**
- **CODE NON-COMPLIANCE**
- **DISCONNECTED PROGRAMS**
- WINDOWLESS CLASSROOMS WITH LOW CEILINGS
- LACK OF STORM SHELTER
- **DINING TOO SMALL FOR COMBINED POPULATION**













## EXISTING AUDITORIUM IN THE ANNEX

- REPLACE WINDOWS
- REPLACE FIRE ALARM & SPRINKLER SYSTEMS











## PROPOSED SOLUTION

## TOTAL SF FOR CAMPUS FACILITIES: 155,215 SF

NEW CONSTRUCTION: 117,928 SF

ADMINISTRATION (1<sup>ST</sup>): 10,500 SF
 ATHLETICS (1<sup>ST</sup>): 34,200 SF

• FOOD SERVICE (1<sup>ST</sup>): 9,700 SF

PERFORMING ARTS (1<sup>ST</sup>): 12,800 SF

CLASSROOMS (1<sup>ST</sup> & 2<sup>ND</sup>): 42,600 SF

ANNEX RENOVATION: 21,658 SF

MEDIA CENTER (1<sup>ST</sup>): 5,600 SF
 VISUAL ARTS (1<sup>ST</sup>): 3,800 SF

CLASSROOMS (2ND & 3RD): 7,640 SF

CORRIDORS: 4,618 SF

ANNEX TO REMAIN: 15,629 SF

#### ATHLETIC SITE ELEMENTS

• 200 M TRACK; HALF LENGTH FOOTBALL FIELD

2 BASKETBALL COURTS

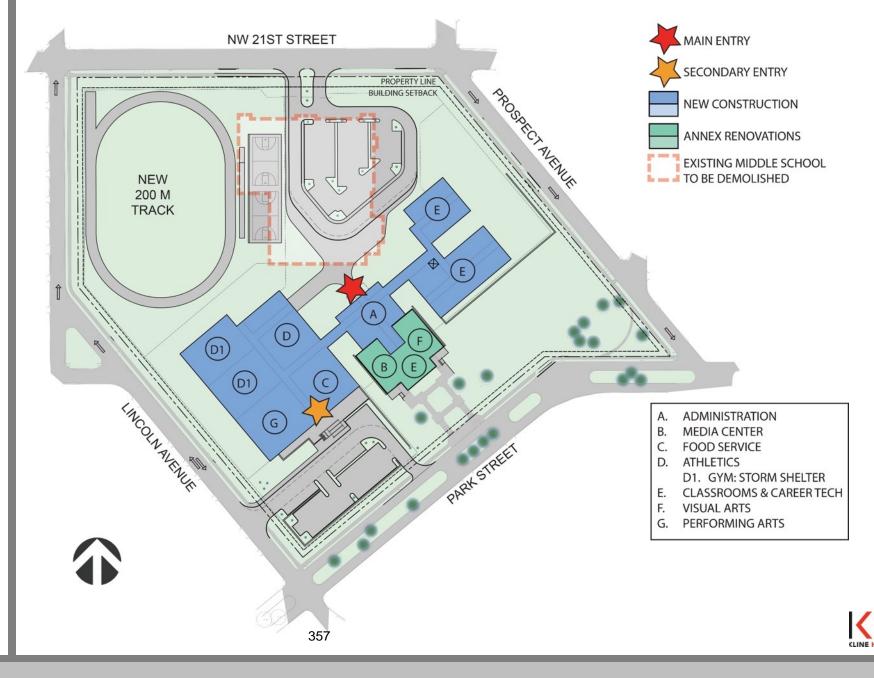
LONG JUMP / TRIPLE JUMP LANE

#### STUDENT CAPACITY

AT 100% UTILIZATION: 1400
 AT 80% UTILIZATION: 1150



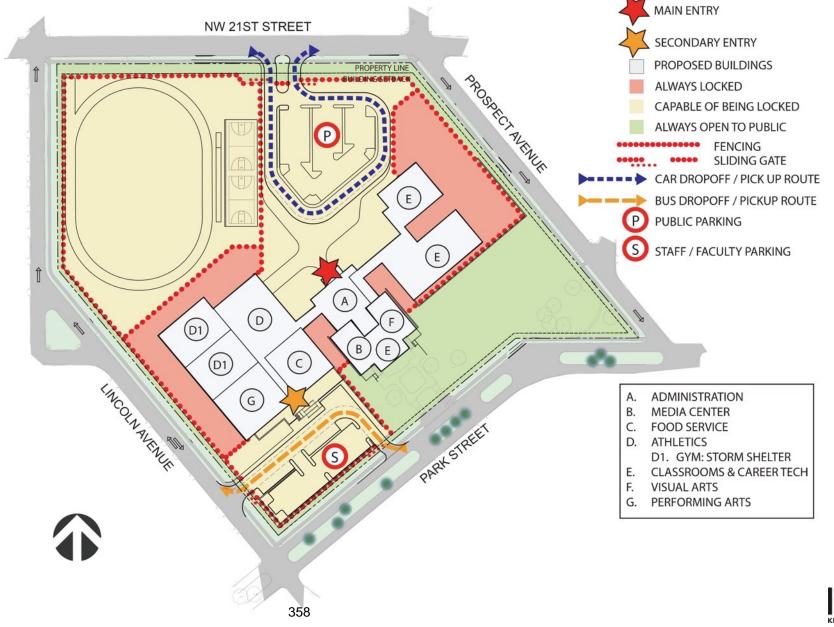




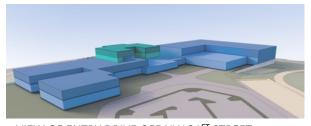
# PROPOSED SOLUTION SECURITY & VEHICULAR ROUTES

- TRACK AREA CAPABLE OF BEING SECURED DURING SCHOOL HOURS
- ALL PARKING CAPABLE OF BEING LOCKED WHEN NEEDED
- STAFF PARKING SEPARATE FROM VISITOR PARKING
- QUEING
  - CARS ENTER FROM NW 21<sup>st</sup> ST
  - BUSES ENTER FROM PARK ST







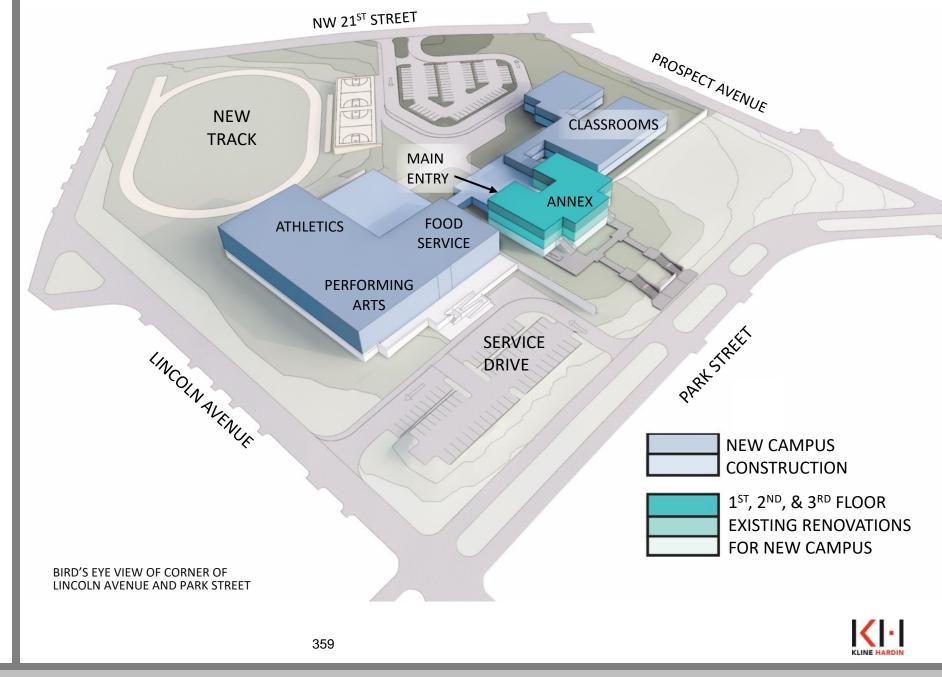


VIEW OF ENTRY DRIVE OFF NW 21<sup>ST</sup> STREET

## **SUMMARY**

- CAN BE BUILT WITHOUT MAJOR INTERUPTIONS TO SCHOOL FUNCTIONS
- ANNEX CAN REMAIN FUNCTIONAL THROUGH FIRST PHASE OF CONSTRUCTION
- NEW BUILDING CONNECTS TO THE ANNEX
- SEPARATION OF QUIET AND NOISY FUNCTIONS.
- ATHLETICS IS ADJACENT TRACK AND FIELDS.
- TRACK IS PROPER WIDTH OF FOR FOOTBALL.





## SCHEDULE & COST IMPLICATIONS



GENERAL NOTE: THIS INFORMATION (COST AND TIME) IS APPROXIMATE AND SUBJECT TO CHANGE





# CONCLUSION

Renovation of the existing Middle School has so many issues that it would cost more to fix them than to build a new facility.

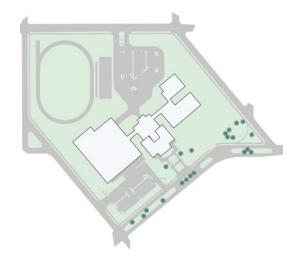
The Proposed Solution incorporates the Historic Annex while also:

- Providing a Safe Environment for Students and Staff
- Meeting the District Educational Specifications
- Complying with Building and Fire Codes
- Working with the Site Topography and Drainage.
- Providing separate car and bus queueing.
- Being sensitive to adjacencies within the campus
- Balancing and separating noisy and quiet activities
- Providing a track with a half-length football field, adjacent to Athletics
- Working within the District Budget

This Solution works in harmony with the existing site and remaining building to enhance the historic property for future generations to benefit.

Thank you for your time.









# Next Steps

Board President Dr. Camille Rodriguez

# **Timeline of Activities**

# **April 2024**

Community Listening Sessions

# May 28, 2024

Action presented to Board of Trustees

# **June 2024**

Architectural design continues based on board action

# Fort Worth INDEPENDENT SCHOOL DISTRICT

# RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION CONSOLIDATING M.L. KIRKPATRICK MIDDLE SCHOOL AND J.P. ELDER MIDDLE SCHOOL 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 renovation, acquisition, and equipment of the schools identified on attached Exhibit A (the "Originally Proposed Projects"); and

WHEREAS, the District conducted several community meetings to discuss the possible consolidation of various campuses, including the Originally Proposed Projects; 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 Originally Proposed Projects and, instead, Authorized Bonds should be used to fund the construction, renovation, acquisition, and equipment of one or more school buildings consolidating the Originally Proposed Projects as indicated on Exhibit A (the "Consolidated Project"); and

WHEREAS, the Consolidated Project qualifies as a project that was authorized to be funded with proceeds of Authorized Bonds; and

WHEREAS, based on the District staff's analysis and recommendation, the Board hereby finds and determines that the Consolidated Project will convey substantially the same benefits as the Originally Proposed Projects 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,

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

SECTION 1: 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 2: The Board hereby finds and resolves that (i) the District shall not move forward with the Originally Proposed Projects which are hereby abandoned and such projects shall be removed from the tentative list of projects to be constructed with the proceeds of Authorized Bonds (the "Project List"), (ii) the Consolidated Project shall be added to the Project List, and (iii) the budget for the Consolidated Project shall include any remaining unspent funds allocated to the Originally Proposed Projects.

SECTION 3: 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 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.

[The remainder of this page left blank intentionally]

# PASSED AND ADOPTED, this 28th day of May, 2024.

# By: Dr. Camille Rodriguez President Board of Trustees Fort Worth Independent School District ATTEST: By: ANAEL LUEBANOS Secretary Board of Trustees Fort Worth Independent School District

(District Seal)

## Exhibit A

# **Originally Proposed Projects:**

- 1. Construction, renovation, acquisition, and equipment of M.L. Kirkpatrick Middle School; and
- 2. Construction, renovation, acquisition, and equipment of J.P. Elder Middle School.

# **Consolidated Project:**

1. Constructing, [renovating, acquiring] and equipping one or more school buildings in the District to consolidate the Originally Proposed Projects into a single campus.

# ACTION AGENDA ITEM BOARD MEETING

May 28, 2024

**TOPIC:** APPROVE CONSOLIDATION OF MCLEAN 6<sup>TH</sup>, MCLEAN MIDDLE,

AND DAGGETT MIDDLE SCHOOLS TO A SINGLE CAMPUS WITHIN THE PASCHAL PYRAMID BEGINNING WITH THE 2027-2028 SCHOOL

**YEAR** 

### **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.

Trustees hosted Community Listening Sessions throughout the month of April to share construction opportunities with stakeholders and seek feedback. Presentations and feedback opportunities were also shared on the District website for those unable to attend. Events were hosted as follows:

- April 3, 2024 McLean Middle in the Paschal pyramid
- April 18, 2024 Daggett Middle in the Paschal pyramid

Combining middle schools into a single campus within the Paschal pyramid 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.

## **STRATEGIC GOAL:**

1 - Increase Student Achievement

## **ALTERNATIVES:**

- 1. Approve Consolidation of Middle Schools to a Single Campus at the McLean Middle School Site in the Paschal Pyramid Beginning with the 2027-2028 School Year
- 2. Decline Consolidation of Middle Schools to a Single Campus at the McLean Middle School Site in the Paschal Pyramid Beginning with the 2027-2028 School Year

## **FUNDING SOURCE:**

CIP 2021

### COST:

**Campus Allocations** 

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

Daggett Middle 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 middle schools within the Paschal pyramid 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.

Paschal middle school enrollment has steadily declined since the 2018-2019 school year. The pyramid currently serves 1,583 middle school students, declining 19% since peaking at 1,963 students. When considering data including birth rates, residential population, elementary enrollment, and neighborhood construction, the pyramid enrollment middle school enrollment in the 2027-2028 is projected to be 1,433 students.

Campus Name	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Daggett Middle	383	391	409	353	353	388
McLean 6th Grade	503	497	488	438	414	395
McLean Middle	1077	1045	980	953	948	800
<b>Total Enrollment</b>	1963	1933	1877	1744	1715	1583

Data Source: OnPoint Fall PEIMS Enrollment Reports 11/17/2023

# **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of District Operations

# Paschal Community Listening Session



Hosted by
Trustee Anne Darr



# Agenda

- Capital Improvement
   Program
- Master Facility Planning
- Facility Improvement
   Opportunities
- Community Feedback





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# Capital Improvement Program

# KELLIE SPENCER

Deputy Superintendent Operations

# Why Do School Districts Issue Bonds?

- Under state law, the school finance system provides operating funds for employee salaries, utility costs, instructional materials, and operational materials.
- Texas school districts issue bonds to pay for major capital expenditures like new schools, expansions, or building renovations.



375

# 2017 Bond Program – Paschal Impact



# 2021 Bond Program

On November 2, 2021, voters approved a \$1.2 billion package that largely focuses on Fort Worth Independent School District's aging middle schools.

# Examples of scope include:

- New, secured front-entry vestibules for schools
- Upgrades of corridors, common areas, media centers, and cafeteria spaces for student collaboration
- Refitted science labs and modified classrooms to meet space requirements

# 2021 Bond Budget Allocation

Campus	Total Budget*	Construction Budget
McLean 6th Grade Center	\$27,157,306	\$19,300,000
McLean Middle School	\$46,503,248	\$33,300,000
Daggett Middle School	\$34,535,227	\$24,700,000
Total	\$108,195,781	\$77,300,000

<sup>\*</sup>Total budget includes additional items such as architectural fees, permitting, construction management, furniture and equipment, etc.

# Master Facility Planning

# KELLIE SPENCER

Deputy Superintendent Operations

# MIKE NAUGHTON

**Executive Director of Facilities** 

# Resolution on Facilities Planning

On September 26, 2023, the Board approved a resolution calling for a facility master plan study. This includes:

- Educational programming
- Facility & property condition
- Enrollment trends
- Rightsizing opportunities

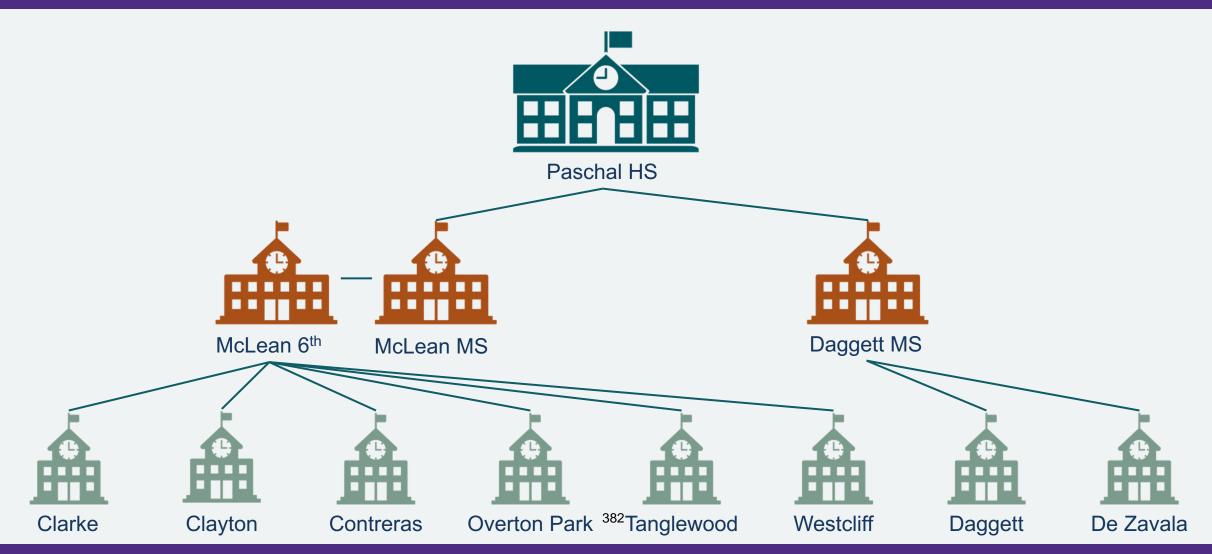


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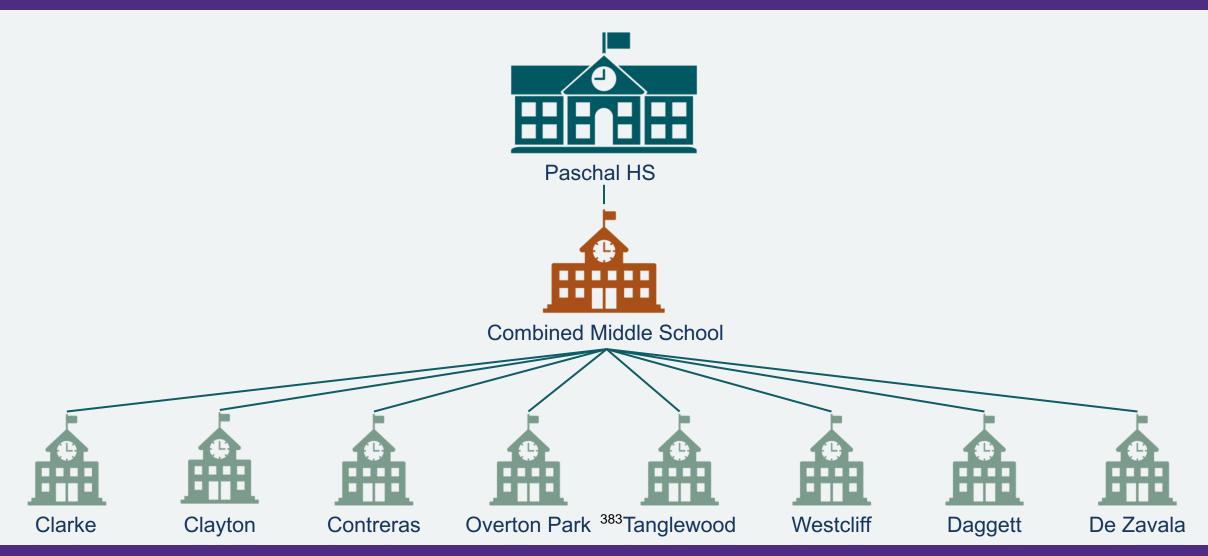
# Staffing Costs & Other Considerations

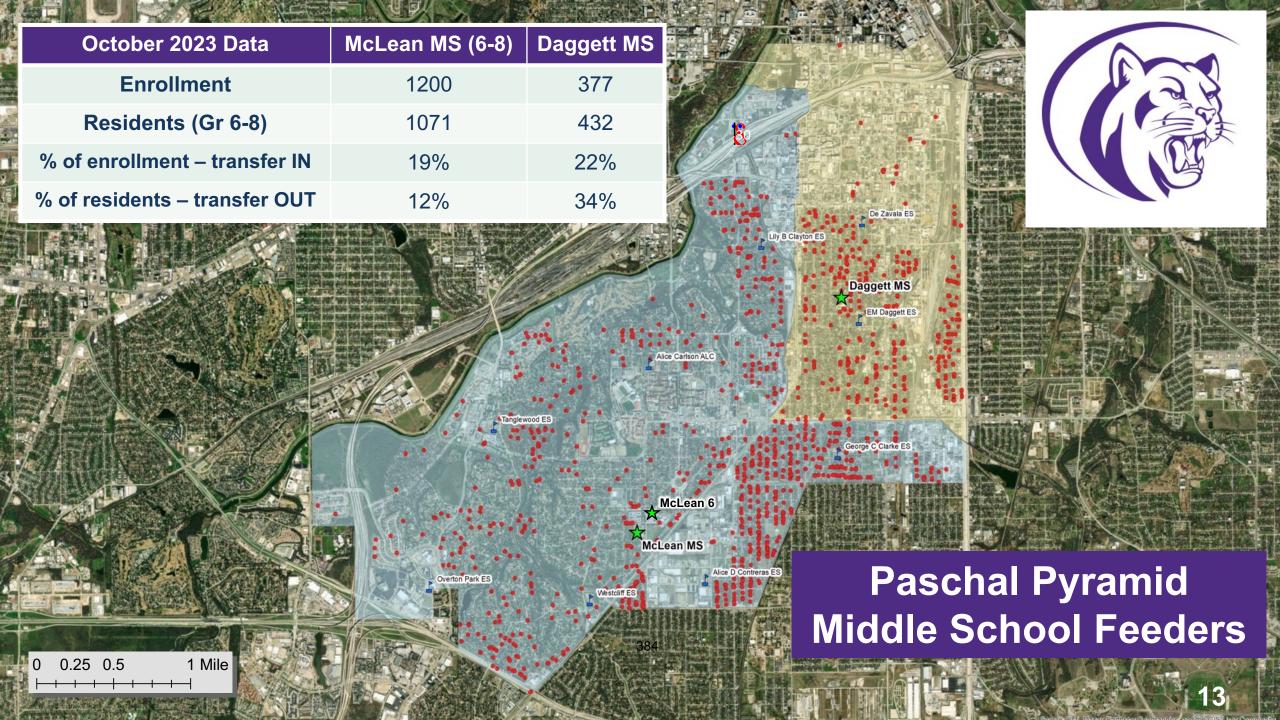
- Combining small campuses increases instructional consistency within the feeder pattern
- Combining all middle grades in a single campus minimizes transition points for students
- Increasing enrollment allows for additional course offerings and extracurricular opportunities
- Staffing a single large campus decreases administrative costs, redirecting funding toward instruction

# Paschal Pyramid



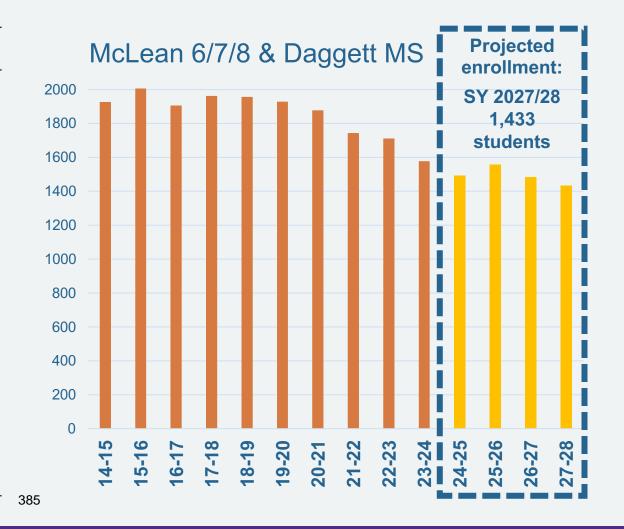
# Paschal Pyramid





# **10-Year Combined Enrollment Trends**

Year	McLean 6	McLean 7/8	Daggett	Total
2014-15	471	1,015	443	1,929
2015-16	477	1,044	490	2,011
2016-17	516	997	395	1,908
2017-18	561	1,016	393	1,970
2018-19	503	1,077	380	1,960
2019-20	497	1,045	391	1,933
2020-21	488	980	409	1,877
2021-22	438	953	353	1,744
2022-23	414	948	353	1,715
2023-24	395	800	388	1,583



# Feeder Elementary Enrollment History



FORT WORTH ISD

# Facility Improvement Opportunities

**Architect Presentation** 

# fort worth isd | mclean middle school

site and building feasibility study

april 2024







# executive summary

## INTRODUCTION AND PURPOSE OF STUDY

This summary aims to establish and illustrate the project goals, guiding principles, design criteria, and programmatic requirements of Fort Worth Independent School District's McLean Middle School and how this campus can be combined with the McLean 6th Grade Center and Dagget Middle School.

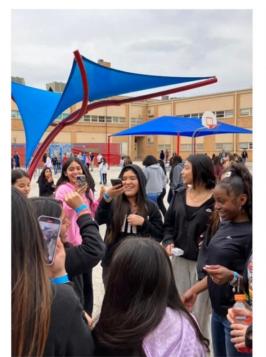
McLean Junior High School first opened in 1936 at Forest Park and Berry Streets. It moved to its present location in 1954 and was renamed McLean Middle School in 1969. McLean 6th Grade Center has a similar history. It was originally named Bluebonnet Elementary and was opened in 1950. In 2000 the name changed to McLean 6th Grade Center.

Over the last 70 years, both buildings have served their students well, offering a place to participate in accelerated academics, a thriving fine arts program that includes band, choir, orchestra, and art, and a place to develop students' skills in athletics, offering not only options such as football and volleyball, but also Junior Cadet Corps.

McLean Middle School's mission is "to empower students to dare to be different by daring to be themselves." As the building has aged, fulfilling this mission has become increasingly challenging, making it difficult to meet the ever-growing needs of a modern education curriculum. McLean 6th Grade Center has encountered the same challenges. Consequently, there is an opportunity to unite these two campuses into one new middle school that will begin the next chapter of this historic school's story.











# executive summary

### OVERVIEW OF ANALYSIS AND RECOMMENDED DESIGN SOLUTIONS

The following study was conducted to thoroughly assess the feasibility of combining McLean Middle School, McLean 6th Grade Center, and Daggett Middle School into one modern campus that addresses the needs and guidelines set forth by Fort Worth Independent School District.

SITE ANALYSIS will analyze the surrounding context. At the macro level, the analysis encompasses the project's placement within the city, its relationship with neighboring FWISD campuses, and the existing plat as well as potential land that could be utilized. On a micro level, site grading and utilities, the impact of sunlight on the building, views from the site, adherence to zoning requirements, and the determination of buildable areas contribute vital considerations for the design approach.

**BUILDING ANALYSIS** will address the current conditions of the existing campus and some of the challenges and pain points faced while working with a 70-year-old school. A revised space program is provided to suggest how one campus can accommodate 1,700 students.

**DESIGN SOLUTION** explores constructing a new school in its entirety in the remaining buildable area of the site, with minimal disruption of the existing building or campus life throughout the construction process. This solution demonstrates how a new building could be situated on the site prior to the demolition of the existing building.

SUMMARY ANALYSIS of the feasibility study will provide a synopsis of the findings cost implications and scheduling/project completion.

### **GUIDING PRINCIPLES & PROJECT GOALS**

### 1. ENHANCE SAFETY & SECURITY MEASURES:

How can we reconfigure site elements to provide safe and efficient navigation and traffic flow?

### 2. IMPLEMENT STRATEGIES FOSTERING CAMPUS COHESION AND NURTURING A CULTURE OF LEARNING:

How can we design and distribute learning spaces that can be open, flexible, and inspire a sense of community?

### 3. BUILD IN NEXT GENERATIONAL LEARNING OPPORTUNITIES FOR STUDENTS:

How can we design a learning environment to foster curiosity and help students innovate better?

### 4. PROVIDE EQUITABLE ACADEMIC OPPORTUNITIES COMPARED TO ADJACENT AND PEER SCHOOL DISTRICTS:

How can we program the types of educational spaces that ensure students have access to resources and opportunities that are equal or exceed those offered by peer school districts?

### 5. UNIFY AND BIND A LEGACY NEIGHBORHOOD AND LEARNING COMMUNITY

How can we, with the McLean community, combine and unify families, culture and educational learning opportunities into a single campus?

### 6. REMOVE PHYSICAL AND EDUCATIONAL BARRIERS

How can we provide a physical environment that is free from congestion and other physical limitations found in the existing schools so that students and teachers have the physical spaces needed to support next generational learning?

### 7. RESOLVE BUILDING OPERATIONAL ISSUES:

How can we address and rectify operational inefficiencies within the building to create an environment for effective teaching and learning?

### SITE PAIN POINTS:

- Inadequate queuing for student pick up and drop off parents and buses.
- Inadequate and unsafe circulation through the site from the building, across vehicular traffic.
- Portable buildings create dysfunctional masterplan and academic isolation.
- Second gym is isolated from the main building.
- Transformer in the middle of the concrete student play area.
- Insufficient parking.
- Insufficient and unsafe outdoor learning and student play area.
- Site is unsecured.
- Damaged loading dock and damaged roof and roof fascia throughout.



Inadequate circulation from building to site.



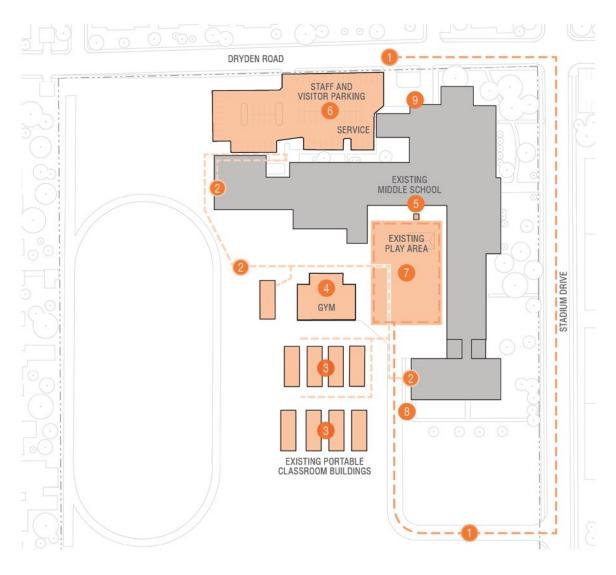
Damaged building envelope causing moisture intrusion.



Unsecured Transformer, Utilities and Concrete in Student Play Area.



Run-down Portable Buildings and inadequate site drainage.



391 existing site plan

### **PUBLIC SHARED SPACES PAIN POINTS:**

- Cafeteria and Kitchen insufficiently sized for 1,700 students.
- Stage is insufficiently sized per FWISD Education Specifications and does not provide ADA accessibility.
- Media Center is insufficiently sized per FWISD Education Specifications and lacks collaboration spaces.
- Gymnasiums are outdated and do not provide storm shelter.
- Locker Rooms are insufficiently sized per FWISD Education Specifications.
- Performing Arts spaces are insufficiently sized and do not meet technical design standards



Media Center insufficiently sized and lacks collaboration.



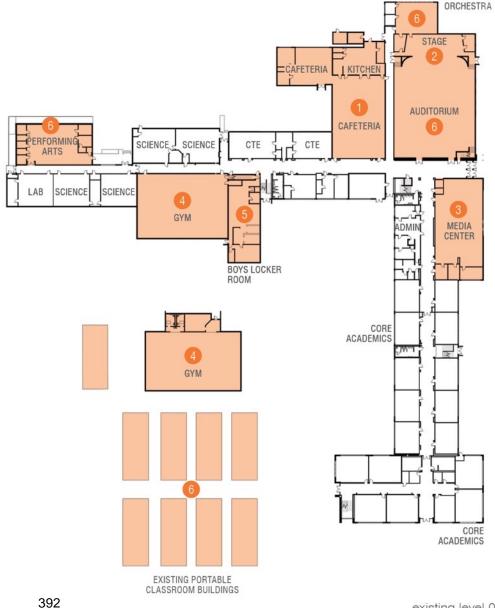
Performing Arts spaces do not meet technical design guidelines.



Kitchen, Servery, and Cafeteria insufficiently sized.



Main Gymnasium is outdated and does not provide storm shelter.



existing level 01 floor plan

### **CIRCULATION PAIN POINTS:**

- Vertical circulation and stairs are not placed in intuitive locations causing inefficiency and congestion.
- Corridors are narrow causing unsafe corners and congestion.
- Existing corridor flow creates student bottleneck situation at high traffic areas.
- Toilet Rooms are not placed in intuitive locations and not enough toilets are provided in the building.
- Long travel distances between Academic Core and the Performing Arts or Athletic wings.
- Insecure entry vestibule.



Corridors are narrow causing bottleneck issues.



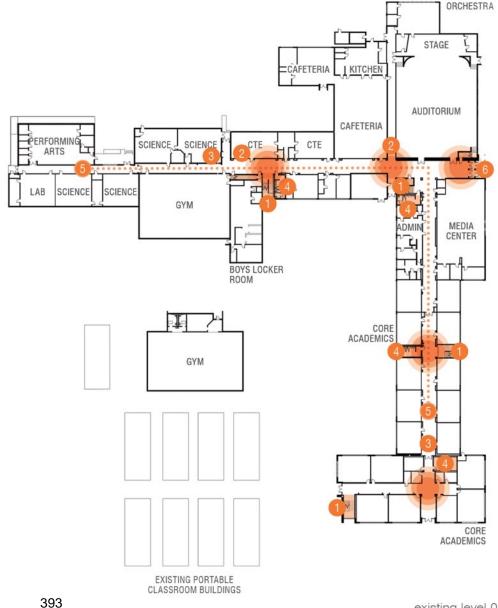
Toilet Rooms are not placed in intuitive locations.



Stairs are too narrow for two-way circulation.



Long travel distances between Academics and Athletics.



existing level 01 floor plan

### **ACADEMIC PAIN POINTS:**

- Classrooms and specialty Academics insufficiently sized for current learning standards.
- Administration insufficiently sized and not located near main entry / secure
- Insufficient number of classrooms to support 1,700 students.
- Portables are currently used for band practice, requiring students to walk outside in inclement weather with their instruments.
- Tight double loaded corridors limit opportunity for student group collaboration.
- Specialty Academic spaces are outdated and insufficiently sized.
- Inadequate number of Science Labs that are outdated and insufficiently sized.



Administration insufficiently sized and not located near main entry.



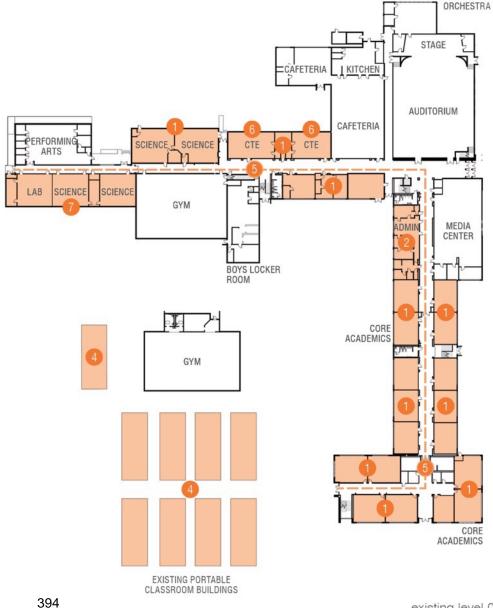
Classrooms are outdated and insufficiently sized.



Access to Band Hall requires unsecured and unprotected access.



Specialty Academic spaces are outdated and insufficiently sized.



existing level 01 floor plan

# site and planning study

### **EXISTING SITE PLAN**

McLean Middle School is at the Southwest corner of Stadium Drive and Dryden Road. There are two other campuses along Stadium Drive: McLean 6th Grade Center is 0.2 miles north of the Middle School at the Northwest corner of South Hills Avenue and Stadium Drive, and Saint Andrew Catholic School is at the Northwest corner of Stadium Drive and Dryden Road. With three school campuses in such close proximity of each other, congested student drop-off and pick-up has become a concern that has been difficult for the neighborhood to navigate.

The TCU-West Cliff neighborhood that the school serves is an established community with large trees and a variety of mid-size homes for all income levels. Bluebonnet Circle, less than a mile from the campus, provides a park and restaurants for the neighborhood to enjoy. The neighborhood's proximity to Texas Christian University makes it desirable for students and young families alike. With only a 15-minute commute to downtown Fort Worth, this neighborhood has become an important piece in the Fort Worth community.

SITE AREA | 13.3 Acres GRADES | 7th and 8th Grade BUILDING SF & SIZE | 115,350 Gross SF PARKING COUNT | 73 Spaces



# site and planning study

### PROPOSED SITE PLAN

This solution provides the opportunity for minimal disruption to the Academic campus throughout construction. By utilizing the athletic field and the portable building land, the new middle school could be constructed while the existing campus is still used throughout the school year. An agreement would be made with the landowner across Stadium Drive from the site for athletic field use while the new middle school was being constructed. Once the new building is complete, the existing building would be demolished to make way for the new athletic field and parking for the staff and visitors.

BUILDABLE AREA ON EXISTING SITE | Identifying the existing athletic field, the second Gymnasium, and the portable building land as buildable area allows the design team the opportunity to construct the new McLean Middle School in its entirety while Academics continue in the existing structure. The band classes held in the portable buildings will need to be relocated to shared spaces in the existing building such as the Auditorium, Choir Room, and Cafeteria while the new building is being constructed.

**INVITING OUTDOOR LEARNING** | The existing courtyard is fully paved with a large transformer taking up much of its space. It is institutional and uninviting. This new site plan provides many options for outdoor learning and student play that includes a shaded learning courtvard.

REMOVAL OF PORTABLE BUILDINGS | The portable buildings are being used for Band and Orchestra rehearsal requiring students to walk in inclement weather with expensive instruments to attend class. In the new school, all Performing Arts will be located under the same roof

PARKING FOR VISITORS AND STAFF | Additional parking will be required to meet the needs of the staff and visitors for a campus that accommodates three grade levels.

**ON-SITE BUS AND STUDENT DROP-OFF/PICK-UP QUEUING** | Students are dropped off and picked up along the streets adjoining the site. This design solution provides on-site queuing for a safer student drop off and pick up that leads to an inviting entry plaza.

SITE AREA | 13.3 Acres GRADES | 6th, 7th, and 8th Grade BUILDING SF & SIZE | 177,250 Gross SF PARKING COUNT | 130 Spaces



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CONCEPTUAL

# site and planning study

### PROPOSED FLOOR PLANS

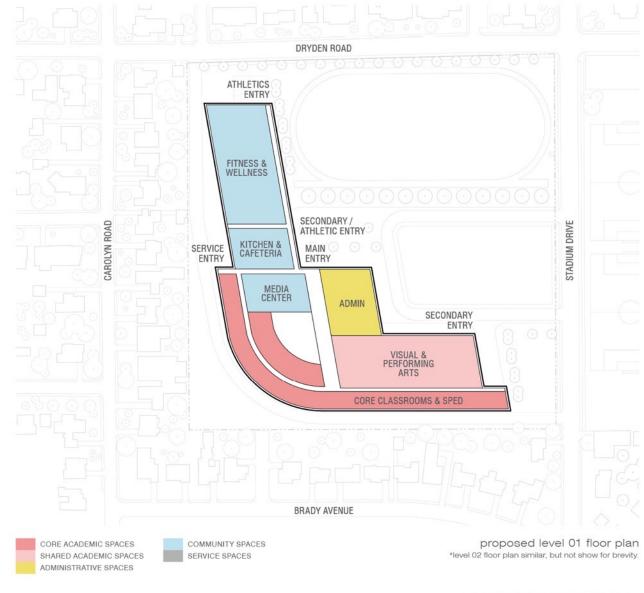
INCREASED PUBLIC SPACES | The current school Media Center, Kitchen, Cafeteria and Gymnasiums are inadequately sized for 1,700 students. In this solution, these public spaces will be sized appropriately to meet the needs of the larger student enrollment. These spaces can be centrally located for use by the entire student body.

**ACADEMIC SPACES** | Academic corridors to be planned, not only to add the square footage necessary to accommodate the larger student body, but to also replace the small narrow classrooms currently in the existing structure. All classrooms on levels 1 and 2 to have natural light into the space and grouped by grade and function.

GYMS AND STORM SHELTERS | McLean Middle School presently does not have a modern storm shelter and the corridors are used to shelter in place. The existing gym is not a competition gym and is a separate building from the rest of the school. In this plan, new Gymnasiums will be constructed to meet the storm shelter requirements as outlined by the International Code Council and will be incorporated into the super structure of the middle school. Fitness and Wellness programming can also be located near the athletic field for ease of access.

**ADMINISTRATIVE SPACES** | The Administrative Spaces within the existing school are poorly located and inadequate for the current enrollment for only 7th and 8th grades. Adding 6th grade to the campus further compounds this problem. This solution provides the square footage necessary for this program. By placing this program with the secured vestibule along the queuing drop off, security of the campus will be efficient and effective.

**CIRCULATION** | The circulation path through the existing school consists of long narrow corridors that lead to dead ends and unpractical stairways that have been added on over 70 years. In this design, corridors are widened, the path of travel is easily navigable, and stairways are appropriately spaced and dispersed.



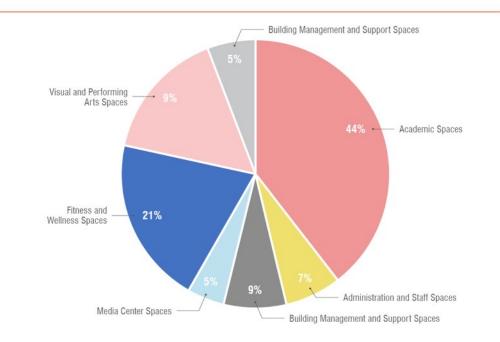
397

CONCEPTUAL

# space program | schedule | cost summary

### PROPOSED SPACE PROGRAM AREA

STUDENT CAPACITY AND AREA ANALYSIS	
Student Capacity (100% utilization)	1,717
AREA COMPARISON	TOTAL GSF
Academic Spaces	77,301
Administration and Staff Spaces	12,535
Community and Stakeholder Spaces	16,504
Media Center Spaces	8,910
Fitness and Wellness Spaces	37,463
Visual and Performing Arts Spaces	16,133
Building Management and Support Spaces	8,407
TOTAL GSF	177,251



## PROPOSED PROJECT DESIGN AND CONSTRUCTION SCHEDULE

Estimated Design Schedule	12 Months
Estimated Bidding and Procurement Schedule	2 Months
Estimated Permitting Schedule (concurrent with bidding schedule)	4 Months
Estimated Construction Schedule	24 Months

### **ESTIMATED CONSTRUCTION BUDGET AND COST**

Construction Budget	\$77,000,000
Estimated Construction Cost	\$75,000,000

AUDITORIUM   ADD ALTERNATE	UNIT	COST/UNIT	TOTAL COST	
New Construction Costs (Per SF)	9,236 sf*	\$535	\$4,955,705	

<sup>\*</sup> Assumes the need of an 11,200 sf auditorium. This square footage was adjusted based on the educational specification for a school of 1,200 students. The stage square footage in the space program in the cafeteria of 1,900 sf was deducted from this total.

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# Next Steps

# **Trustee Anne Darr**

# **Timeline of Activities**

# **April 2024**

Community Listening Sessions

# May 28, 2024

Action presented to Board of Trustees

# **June 2024**

Architectural design continues based on board action

# Fort Worth INDEPENDENT SCHOOL DISTRICT

# RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION CONSOLIDATING MCLEAN  $6^{\mathrm{TH}}$  GRADE CENTER, W.P. MCLEAN MIDDLE SCHOOL, AND DAGGETT MIDDLE SCHOOL 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 renovation, acquisition, and equipment of the schools identified on attached <u>Exhibit A</u> (the "Originally Proposed Projects"); and

WHEREAS, the District conducted several community meetings to discuss the possible consolidation of various campuses, including the Originally Proposed Projects; 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 Originally Proposed Projects and, instead, Authorized Bonds should be used to fund the construction, renovation, acquisition, and equipment of one or more school buildings consolidating the Originally Proposed Projects as indicated on Exhibit A (the "Consolidated Project"); and

WHEREAS, the Consolidated Project qualifies as a project that was authorized to be funded with proceeds of Authorized Bonds; and

WHEREAS, based on the District staff's analysis and recommendation, the Board hereby finds and determines that the Consolidated Project will convey substantially the same benefits as the Originally Proposed Projects 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,

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

- SECTION 1: 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 2: The Board hereby finds and resolves that (i) the District shall not move forward with the Originally Proposed Projects which are hereby abandoned and such projects shall be removed from the tentative list of projects to be constructed with the proceeds of Authorized Bonds (the "Project List"), (ii) the Consolidated Project shall be added to the Project List, and (iii) the budget for the Consolidated Project shall include any remaining unspent funds allocated to the Originally Proposed Projects.
- SECTION 3: 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 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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# FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:	
•	Dr. Camille Rodriguez
	President
	Board of Trustees
	Fort Worth Independent School District

**ATTEST:** 

By:

ANAEL LUEBANOS

Secretary Board of Trustees

Fort Worth Independent School District

(District Seal)

# Exhibit A

# **Originally Proposed Projects:**

- 1. Construction, renovation, acquisition, and equipment of McLean 6th Grade Center;
- 2. Construction, renovation, acquisition, and equipment of W. P. McLean Middle School; and
- 3. Construction, renovation, acquisition, and equipment of Daggett Middle School.

# **Consolidated Project:**

1. Constructing, renovating, acquiring and equipping one or more school buildings in the District to consolidate the Originally Proposed Projects into a single campus.

# ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE CONSOLIDATION OF WILLIAM JAMES AND

MORNINGSIDE MIDDLE SCHOOLS TO A SINGLE CAMPUS WITHIN THE POLYTECHNIC PYRAMID BEGINNING WITH THE 2027-2028

**SCHOOL YEAR** 

# **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. Two potential location for consolidation were identified in the Polytechnic pyramid, James and Morningside Middles.

Trustees hosted Community Listening Sessions throughout the month of April to share construction opportunities with stakeholders and seek feedback. Presentations and feedback opportunities were also shared on the District website for those unable to attend. Events were hosted as follows:

- April 11, 2024 Morningside Middle in the Polytechnic pyramid
- April 17, 2024 James Middle in the Polytechnic pyramid

Combining middle schools into a single campus within the Polytechnic pyramid 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.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES:**

- 1. Approve Consolidation of Middle Schools to a Single Campus at the William James Middle School Site in the Polytechnic Pyramid Beginning with the 2027-2028 School Year
- 2. Approve Consolidation of Middle Schools to a Single Campus at the Morningside Middle School Site in the Polytechnic Pyramid Beginning with the 2027-2028 School Year
- 3. Decline Consolidation of Middle Schools to a Single Campus in the Polytechnic Pyramid Beginning with the 2027-2028 School Year

# **FUNDING SOURCE:**

CIP 2021

# COST:

**Campus Allocations** 

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

Morningside Middle William James 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 middle schools within the Polytechnic pyramid 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.

Polytechnic middle school enrollment has steadily declined since the 2018-2019 school year. The pyramid currently serves 1,201 middle school students, declining 24% since peaking at 1,587 students. When considering data including birth rates, residential population, elementary enrollment, and neighborhood construction, the pyramid middle school enrollment in the 2027-2028 is projected to be 1,093 students.

Campus Name	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
James Middle	895	844	858	824	750	771
Morningside Middle	692	672	563	524	484	430
<b>Total Enrollment</b>	1587	1516	1421	1348	1234	1201

Data Source: OnPoint Fall PEIMS Enrollment Reports 11/17/2023

# **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent of District Operations

# Polytechnic Community Listening Session



Hosted by Trustee Wallace Bridges



# Agenda

- Capital Improvement
   Program
- Master Facility Planning
- Facility Improvement
   Opportunities
- Community Feedback



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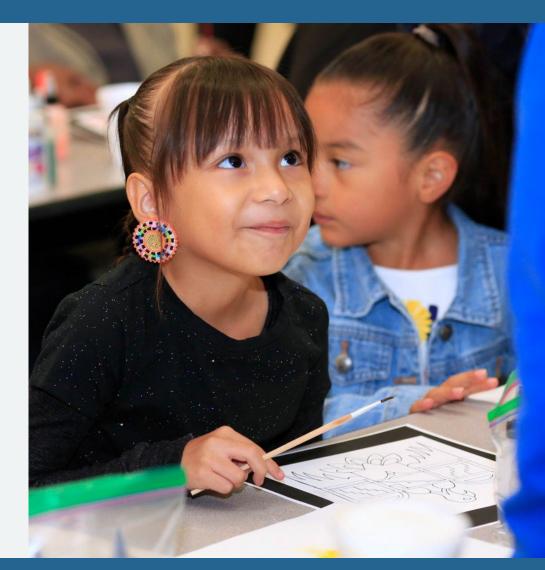
# Capital Improvement Program

# KELLIE SPENCER

Deputy Superintendent Operations

# Why Do School Districts Issue Bonds?

- Under state law, the school finance system provides operating funds for employee salaries, utility costs, instructional materials, and operational materials.
- Texas school districts issue bonds to pay for major capital expenditures like new schools, expansions, or building renovations.



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# 2017 Bond Program – Polytechnic Impact







# 2021 Bond Program

On November 2, 2021, voters approved a \$1.2 billion package that largely focuses on Fort Worth Independent School District's aging middle schools

# Examples of scope include:

- New, secured front-entry vestibules for schools
- Upgrades of corridors, common areas, media centers, and cafeteria spaces for student collaboration
- Refitted science labs and modified classrooms to meet space requirements

# 2021 Bond Budget Allocation

Campus	Total Budget*	Construction Budget
William James Middle School	\$52,981,019	\$37,800,000
Morningside Middle School	\$55,321,979	\$36,400,000**
Total	\$108,302,998	\$74,200,000

<sup>\*</sup>Total budget includes additional items such as architectural fees, permitting, construction management, furniture and equipment, etc.

<sup>\*\*</sup>Roof replacement was previously authorized at Morningside, reducing the available construction budget to \$36.4 million.

# Master Facility Planning

# KELLIE SPENCER

Deputy Superintendent Operations

# MIKE NAUGHTON

**Executive Director of Facilities** 

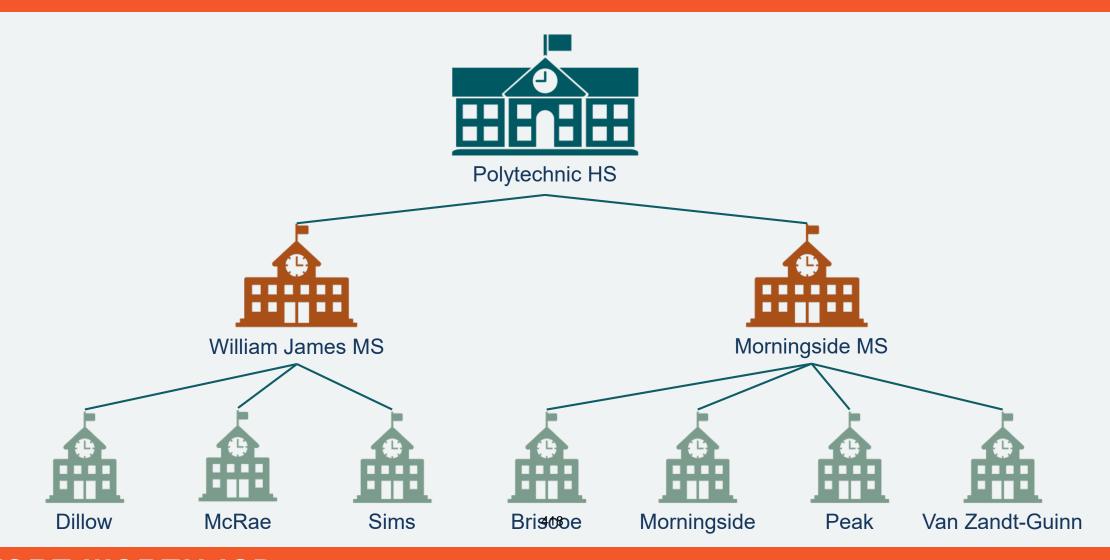
# Resolution on Facilities Planning

On September 26, 2023, the Board approved a resolution calling for a facility master plan study. This includes:

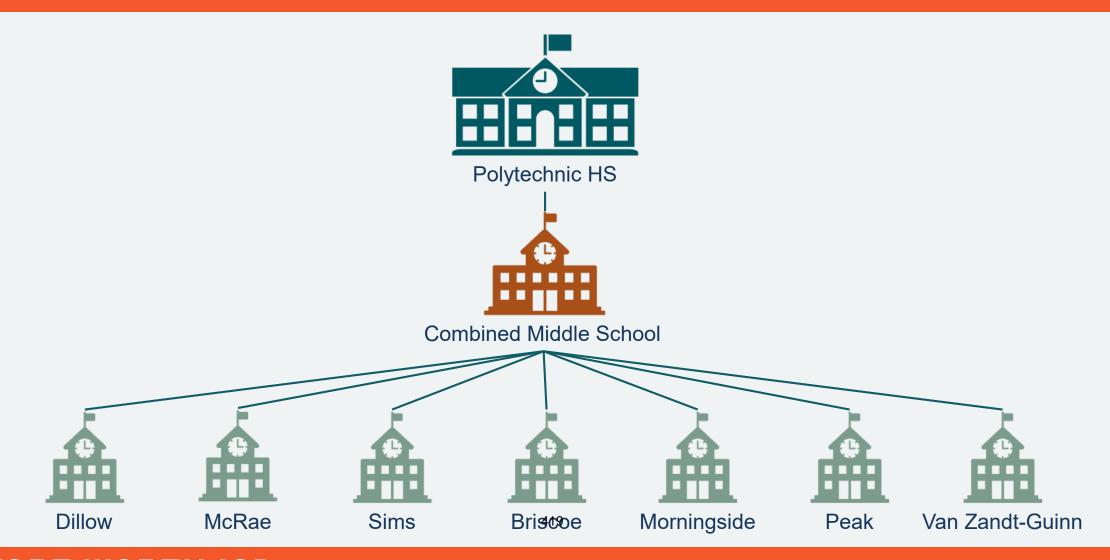
- Educational programming
- Facility & property condition
- Enrollment trends
- Rightsizing opportunities

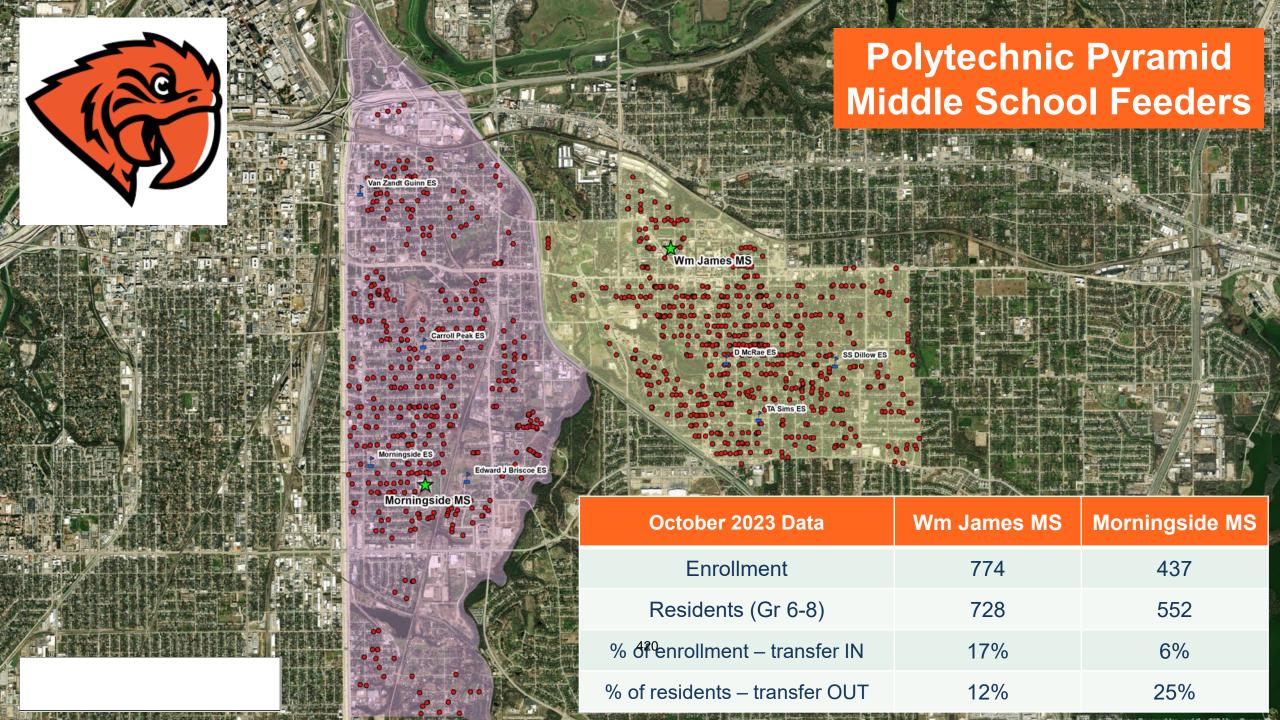


# Polytechnic Pyramid



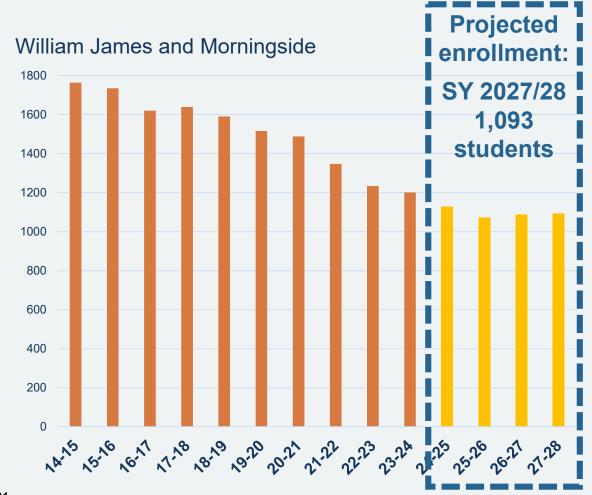
# Polytechnic Pyramid





# **10-Year Combined Enrollment Trends**

William James	Morningside	Total
1,022	741	1,763
999	736	1,735
976	644	1,620
950	689	1,639
895	695	1,590
844	672	1,516
858	630	1,488
822	525	1,347
750	484	1,234
771	430	1,201
	James 1,022 999 976 950 895 844 858 822 750	James     Morningside       1,022     741       999     736       976     644       950     689       895     695       844     672       858     630       822     525       750     484



# Feeder Elementary Enrollment History



# Facility Improvement Opportunities

**Architect Presentation** 



Feasibility Study



CORGAN -





# **Table of Contents**

1 — EXECUTIVE SUMMARY

2 — EXISTING CAMPUS

3 — SITE PLANNING STUDIES

4 — SCHEDULE & COST IMPLICATIONS

5 — SUMMARY AND CONCLUSIONS

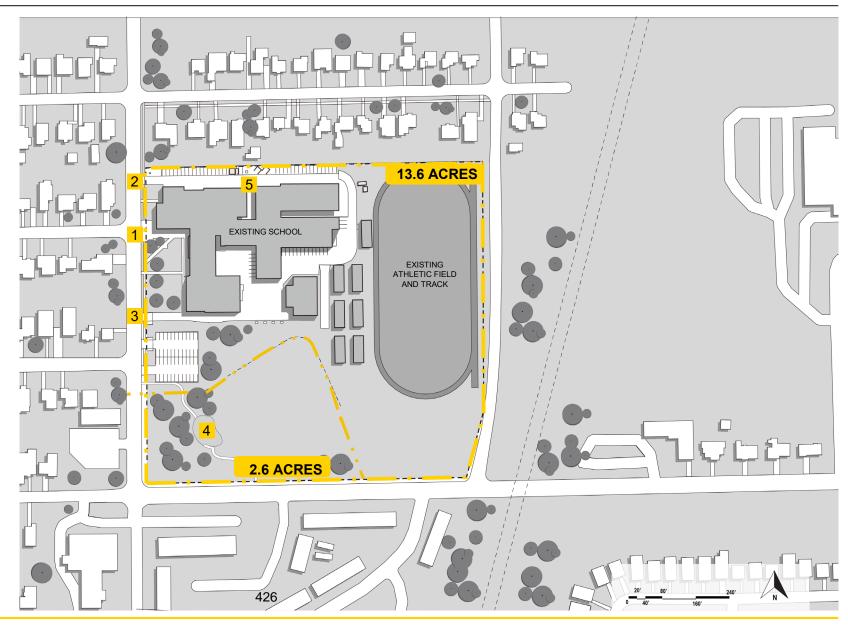
# TOTAL ACREAGE: 16.2 acres

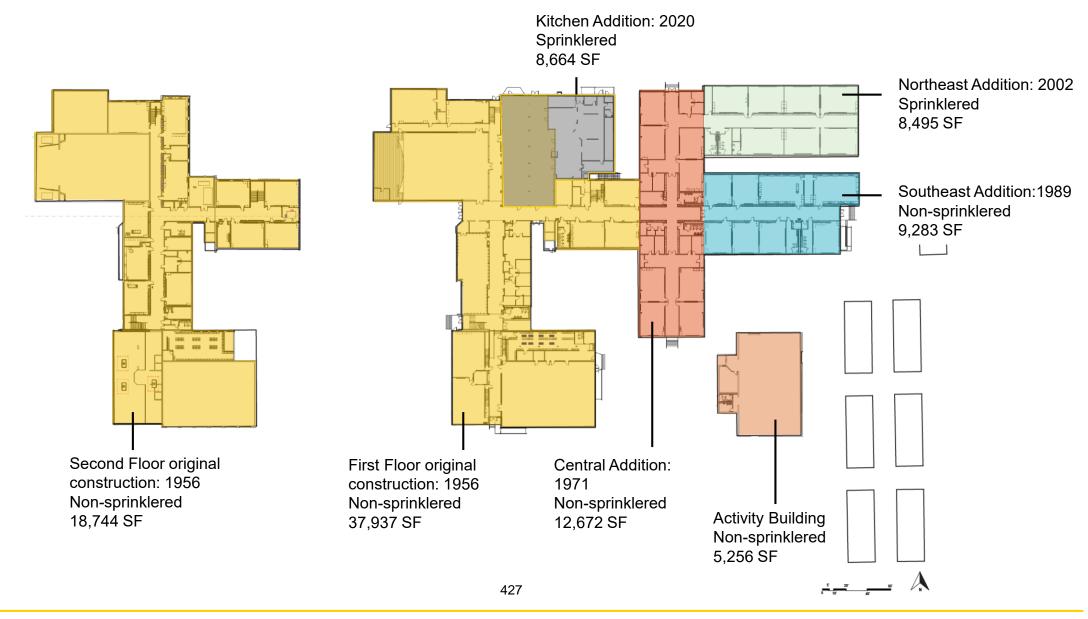
\*Note that while the southwest corner of the site is used by the neighborhood as a park, the property is owned by Fort Worth ISD and there is no agreement in place with the city that would require it to remain.

# **TOTAL PARKING STALLS: 99**

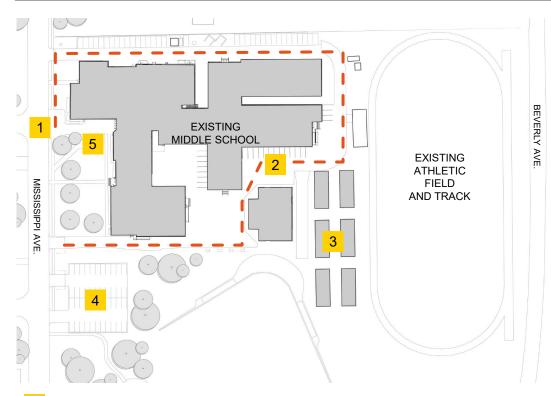
\*Required parking count is 2.5 stalls per classroom.

- MAIN ENTRANCE / STUDENT DROP-OFF
- **BUS / STAFF ENTRY**
- BUS / STAFF EXIT
- COMMUNITY PLAYGROUND
- SERVICE AREA



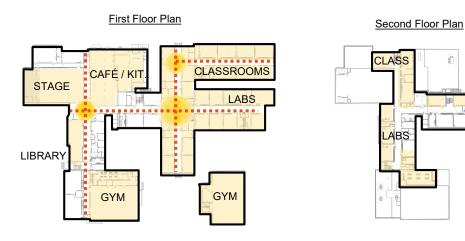


## SITE DEFICIENCIES



- 1 Inadequate queuing for student pick up and drop off (on street).
- Circulation through the site need clear separation of pedestrians, cars, and busses.
- 3 Portable buildings create dysfunctional masterplan and academic isolation.
- 4 Visitor parking is not easily accessible to front door.
- 5 Entry plaza is not welcoming.

### **INTERIOR DEFICIENCIES**



Library is undersized and not centered within campus,

### Classrooms:

- Existing sizes are below FWISD Education Specifications and TEA Standards
- · Insufficient number of classrooms to support increased student capacity
- Science Labs are inadequate number; outdated and insufficiently sized.

**Administration** insufficiently sized and not located near main entry / secure vestibule.

Secure entry vestibule not present.

Circulation: Existing corridor flow creates bottleneck at high traffic areas.

Collaboration spaces are not provided, both indoor and outdoor

**Storm shelter** not provided.

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OUTDOOR PLAY AREA



LIMITED OUTDOOR LEARNING SPACE



POOR SITE DRAINAGE



PORTABLE BUILDINGS



LIMITED VISITOR PARKING



EXISTING CLASSROOM



**EXISTING LIBRARY** 



EXISTING ACADEMIC CORRIDOR



**EXISTING NARROW HALLWAY** 



**EXISTING ACTIVITY CENTER** 

The new school will be built on the south side of the site while the existing school remains in operation.

The east half of the existing school will be demolished upon completion of new construction.

The original historic structure will remain.

**FORT WORTH ISD** Morningside Local Historic District

SITE AREA 16.2 acres

6th, 7th, 8th Grade GRADE

**BUILDING SF & SIZE** 145,000 sf

**PARKING STALLS** 120

1400 at 100% utilization STUDENT ENROLLMENT

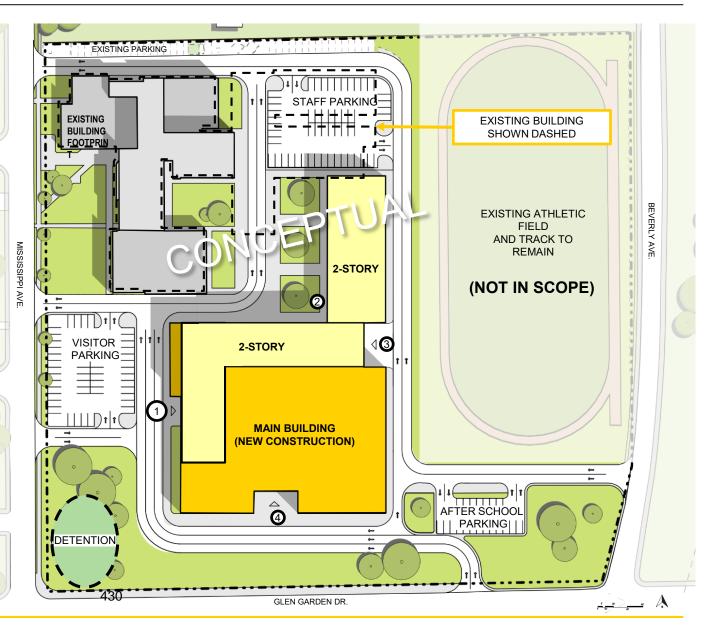
1130 at 80% utilization

Note: The existing auditorium in the original school can be renovated. Or if budget allows, a new auditorium can be incorporated into the new building.

Main entrance Classroom entrance

Service entrance Athletics entrance





# PARKING FOR VISITORS, STAFF, AND AFTER-SCHOOL

PARKING Additional parking shown to meet the needs of the staff and visitors for a combined new campus. Afterschool hours parking will be provided to benefit public use.

## ON-SITE BUS AND STUDENT DROP-OFF / PICK-UP QUEUING

Adequate drive length for queuing and clear separation of cars and busses provided.

### **OUTDOOR SPACES**

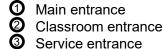
Outdoor areas for learning, dining and play are provided.

## REMOVAL OF PORTABLE BUILDINGS AND EXISTING GYM

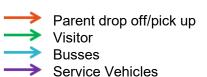
Existing portable buildings and detached gym removed, allowing for contiguous interior circulation.

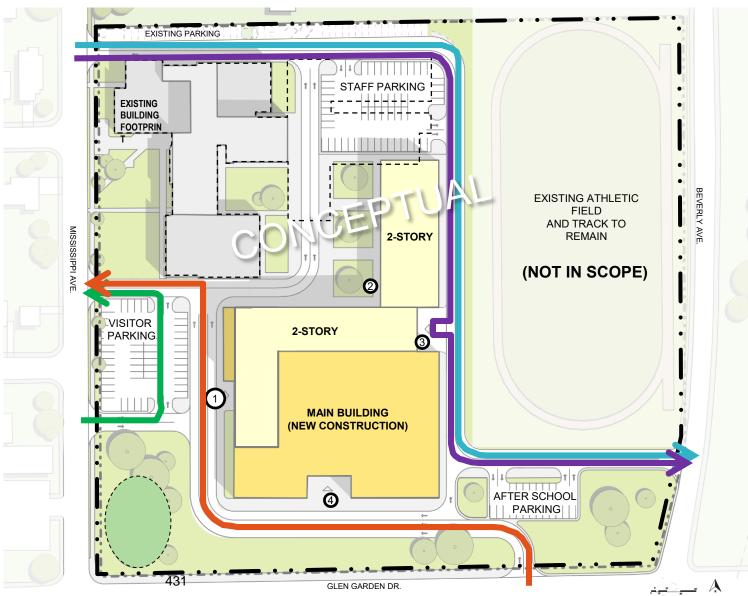
Note: The existing auditorium in the original school can be renovated. Or if budget allows, a new auditorium can be incorporated into the new building.

# Keys



Athletics entrance





### ATHLETICS AND PERFORMING ARTS

The existing school has a detached gym, and the weight room is housed in a portable. The new school will provide all athletic facilities within the main building, in line with district standards, as well as house the storm shelter. It will provide right-sized performing arts programs adjacent to a new cafetorium. The existing auditorium in the original school can be renovated. Or if budget allows, a new auditorium can be incorporated into the new building.

### **CLEAR CIRCULATION**

The circulation path through the existing school consists of long narrow corridors and crowded intersections. In this design, clear circulation is provided with adequate width.

### **ADMINISTRATION**

The existing administration space is small and inefficient and does not meet school security requirements. This design locates administration at the main entry with a secure vestibule sequence.

### **MEDIA CENTER**

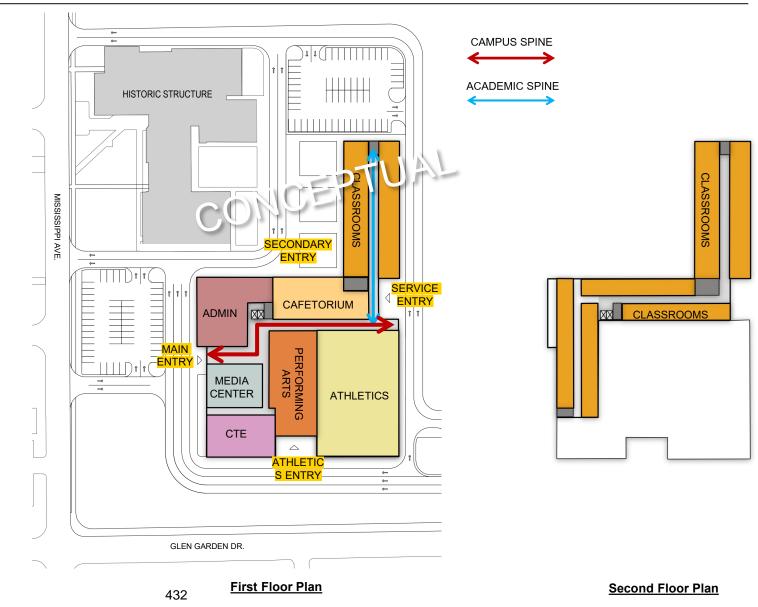
The existing media center is small, with limited natural light. The proposed media center will welcome students and visitors and be an iconic element adjacent to the entry.

### **NEW CLASSROOMS**

New classrooms will meet district education specifications and size requirements.

Administration Media Center CTE **Performing Arts** 

**Athletics** Café/Kitchen Classrooms Core/Stairs/Restrooms



#### **SCHEDULE**

**12 MONTHS DESIGN SCHEDULE** 

**26 MONTHS** CONSTRUCTION SCHEDULE

COST

**\$70M** BUDGET

**\$67.4M** ESTIMATED CONSTRUCTION COST

The new school will be built on the south side of the site while the existing school remains in operation.

The east half of the existing school will be demolished upon completion of new construction.

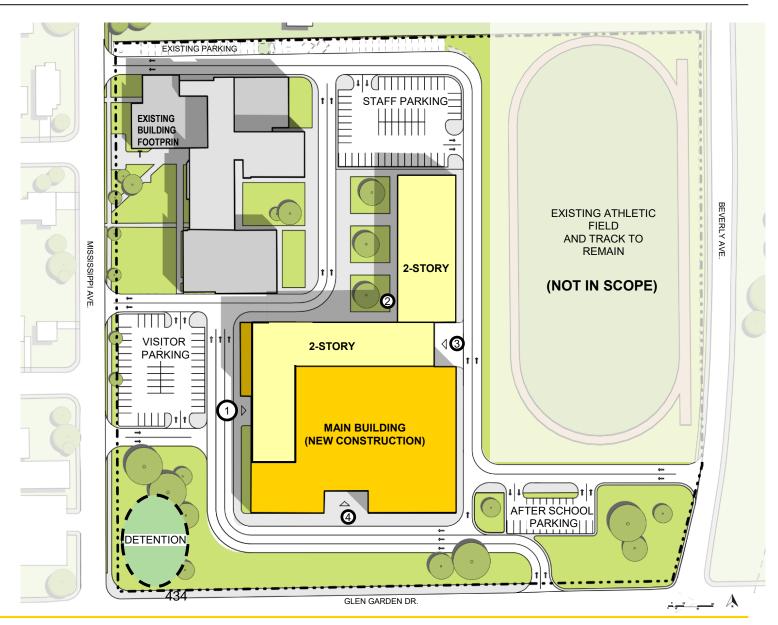
The original historic structure will remain.

#### **BENEFITS**

- The new school extends the longevity of the campus well into the future.
- Students will remain on-site during construction.
- · The original portion of the existing building will remain, satisfying historic designation requirements. The existing auditorium can be renovated and utilized.

**ESTIMATED CONSTRUCTION COST:** 

\$67.4 M





#### ABOUT THE PROJECT

This summary outlines the goals and design criteria employed to explore the combination of the student populations at William James Middle School and Morningside Middle School into a single new on-site replacement middle school located on the William James Middle School site.

William James Middle School was built in 1927. The motto of the school is "One School with One Voice with a Singleness of Purpose, Focusing on Teaching and Learning." Morningside Middle School was built in 1956. The mission statement is to "Prepare and Empower All Students to be Lifelong Learners and Productive Citizens in a Global Society." These school share a focus on fostering students into citizens who can contribute towards building a stronger community of tomorrow. The combination of aging facilities with the renovations over the years have made it challenging to provide spaces that could meet the mission of both schools including the variety of curriculums that both schools offer. Hence, Stantec's proposals offer an opportunity to combine both schools and design them into a thriving campus that meets the ever-changing needs of a modern education curriculum.

The proposal utilizes a reduced version of the Fort Worth Independent School District's Education Specifications for a new Middle School campus that would accommodate over 1200 students at 80% utilization.

The following study analyzes the proposal of combining the student populations at William James Middle School and Morningside Middle School in a single new on-site replacement middle school located on the William James Middle School site. The proposal utilizes Fort Worth Independent School District's Education Specifications for a new Middle School campus that accommodate 1200 students.

**SITE ANALYSIS:** The great of focus is within the enrollment boundaries of William James Middle School and Morningside Middle School at a macro level, and focuses on the William James Middle School site where the replacement school will be constructed. The analysis of the proposed site studied in terms of surrounding context, adjacent major and minor streets, neighboring campuses, land use, and zoning typology. At a micro level, the site shall be examined more closely to study the existing site grading, placement of utilities, and determination of buildable area and other regulatory site guidelines.

BUILDING ANALYSIS: Observe existing exterior and interior building conditions that are creating challenges for the existing campus to be used in its current state. The building analysis focuses on surrounding site's functionality, floor plan organization, space utilization, and user experience.

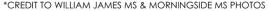


















# 3

#### 1. DESIGNING WITH KEEPING SAFETY IN MIND:

The safety of the school occupants is paramount and will be addressed comprehensively in the design of the site and building.

#### PROVIDE AN EQUITABLE AND DIVERSITY-DRIVEN ACADEMIC ENVIRONMENT:

The design of the new school will ensure that all users feel valued, with equitable access to superior resources and opportunities.

#### 3. UNIFY AND BIND A LEGACY NEIGHBORHOOD AND LEARNING COMMUNITY:

The design will merge W. James and Morningside middle schools into a single, unified middle school, considering the existing conditions and communities in the surrounding area.

#### 4. DESIGN THAT CATERS TO THE NEEDS OF FUTURE FOR THE STUDENTS:

The design will address current requirements while anticipating rapid changes in the education field. Thoughtful considerations will ensure adaptability to future needs.

#### 5. BUILD IN NEXT-GENERATIONAL LEARNING OPPORTUNITIES FOR STUDENTS:

The design will create a learning environment that encourages curiosity and innovation among students.

#### 6. REMOVE PHYSICAL AND EDUCATIONAL BARRIERS:

The design will prioritize safety and accessibility, creating a space that caters to the diverse needs of its users.

#### 7. BUILDING OPERATIONAL FUNCTIONALITY:

The design will adhere to FWISD's educational specifications while ensuring the safety and full operational continuity of the existing school on-site during the construction of the new facility.

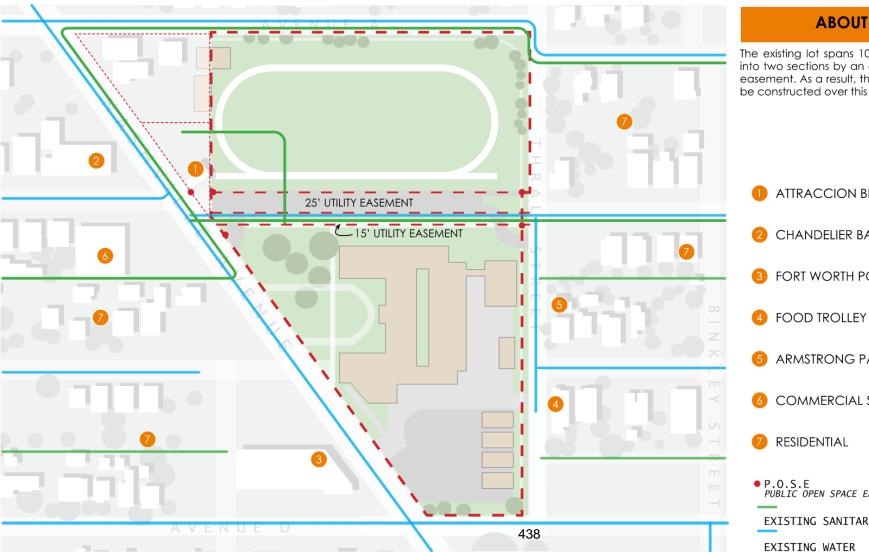












#### **ABOUT THE SITE**

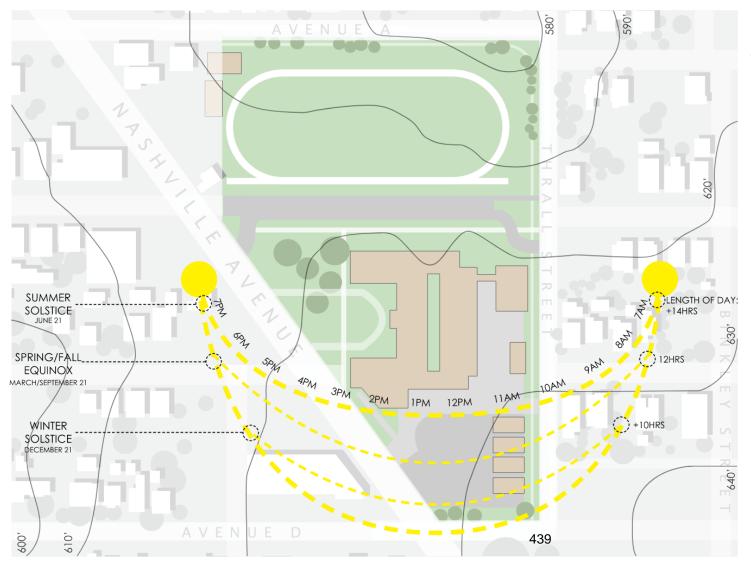
The existing lot spans 10.491 acres and is divided into two sections by an existing 35-foot-wide utility easement. As a result, the new building should not be constructed over this designated area.

- ATTRACCION BEAUTY SALON
- 2 CHANDELIER BALLROOM
- 6 FORT WORTH POLICE STATION
- 6 ARMSTRONG PAINT & BODY
- 6 COMMERCIAL SPACE
- P.O.S.E PUBLIC OPEN SPACE EASEMENT

EXISTING SANITARY SEWER

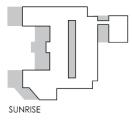


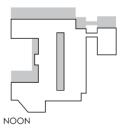


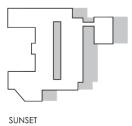


#### **ABOUT THE SITE**

The site features a 30-foot topographic drop from the south to the far northeast corner. Unfortunately, the current orientation of the existing building does not facilitate optimal daylighting and energy efficiency. Additionally, the track and field orientation is suboptimal for sporting events.













#### SITE CHALLENGES

- **INACCESSIBLE MAIN ENTRANCE** 
  - building main entry is elevated without accessible ramps and lacks a secured vestibule
- 2 LIMITED RAMP ACCESS
  accessible ramps are located away from main entry
- AUXILIARY GYM & STORAGE
   non-secured circulation to access auxiliary gym and insufficient storage
- 4 INCONVENIENT PARKING

insufficient parking, parking lot is away from all main and event entrances and admin

- 5 INADEQUATE QUEUING
  parent carpool lane is insufficient and creates traffic on main streets
- 6 ISOLATED COURTYARD

existing courtyard lacks sunlight at all hours of the day and is not integrated to programs

INACCESSIBLE GYM

the existing gym is not conveniently accessible from the viewing area. Additionally, the secondary means of egress is obstructed by a locked fenced gate.

8 KITCHEN SERVICE/DUMPSTER

the existing back-of-house service area is currently situated near the side doors, which are also used as the main entrance.





THE SPECTATOR BLEACHERS AND THE GYM ARE LOCATED IN TWO DIFFERENT LEVELS WITHOUT DIRECT ACCESS





INADEQUATE GYM SPACE & STORAGE AND UNSECURED CIRCULATION



NON-ADA COMPLIANT FACILITIES

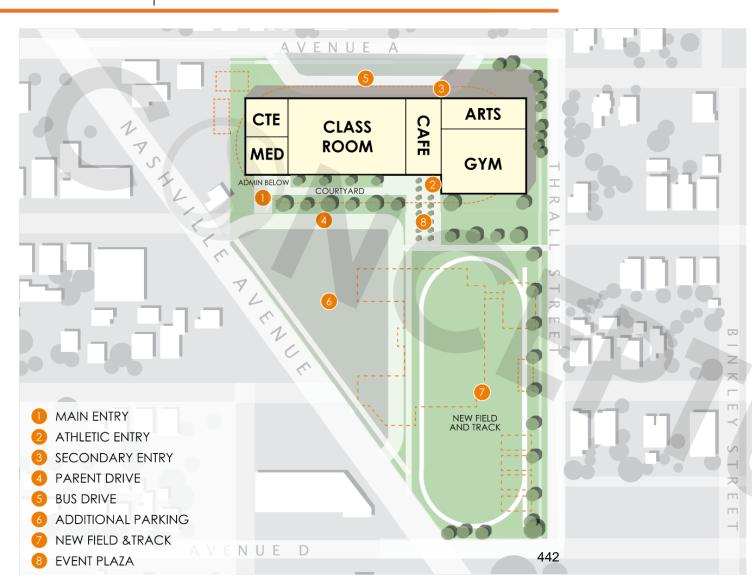


FENCED EXIT CREATES A SAFETY HAZARD



NON-ADA COMPLIANT & UNSECURED MAIN ENTRY AND DAYLIGHTING OBSCURED BY BOARDED WINDOWS





#### PHASE 1:

The proposed design will be located on the existing field area on the northern portion of the site with a new building. This strategic placement minimizes disruption to the existing campus during construction.

#### PHASE 2

Upon completion of the new building, the existing structure will be demolished to facilitate the construction of entry drives, parking facilities, and the new field and track.

Parents and visitors will access the new campus via Nashville Avenue on the south side of the site. New drives have been strategically placed to allow for efficient onsite queuing, adjacent to a newly designated parking area. Buses will arrive via Avenue A on the north side of the site, providing convenient access to the cafetorium for students gathering.

#### **PROGRAM SF BREAKDOWN**

ADMINISTRATION	10,490 GSF
FOOD SERVICE & STUDENT DINING	9,701 GSF
CLASSROOMS	55,630 GSF
PERFORMING / VISUAL ARTS	19,515 GSF
MEDIA CENTER	6,960 GSF
PHYSICAL EDUCATION	38,474 GSF
CAREER TECH	5,539 GSF
PROGRAM SUPPORT	8,237 GSF

TOTAL

DEMOLISH

DEMOLISH

NEW

154,637 GSF

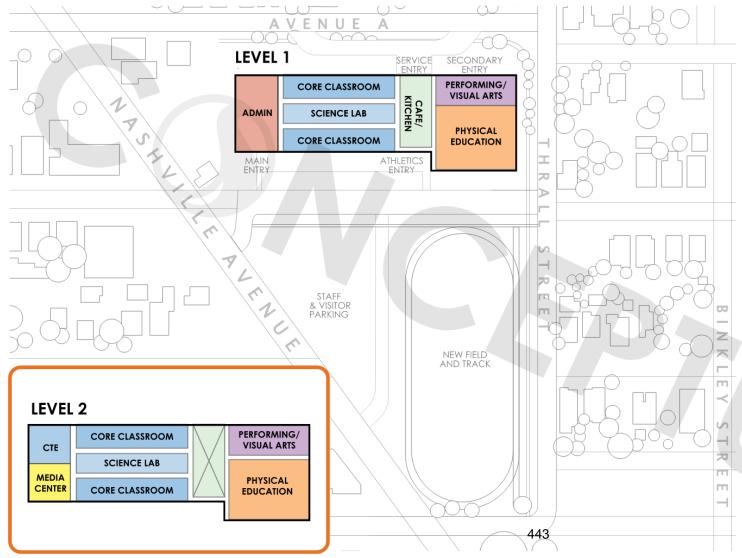
EXISTING

\*Auditorium will be considered as an alternate dependent on space & budget availability



#### PROPOSED

#### **BUILDING LAYOUT**



The main entry of the building faces Nashville Avenue, featuring a welcoming entry plaza designed for student drop-off. Within the main entry volume, administrative spaces are situated on the first level, while the Media Center and CTE (Career and Technical Education) spaces occupy the second level. Upon entering through a secure and accessible vestibule at the main entry, students can access a two-story academic space. Classroom areas are strategically positioned along the north and south facades to maximize natural daylight and scenic views. Additionally, a central core houses science and support spaces.

The Cafetorium serves as a secondary entry and bus drop-off point, creating a communal area that separates the focused academic spaces from the shared athletic and performing/visual arts areas. On the first level of the arts and athletic building volumes, smaller support spaces are located, while larger volume spaces are situated on the second level.

On Level 2, the Media and CTE spaces are stacked above the administration areas below. The core classroom and science spaces mirror the layout found on the first level. The cafetorium, a two-story volume, remains open below. Larger volume spaces for the Arts and Athletic programs are also positioned on the second level.

ADMINISTRATION
CLASSROOM
CAREER TECH
PHYSICAL EDUCATION
PERFORMING / VISUAL ARTS
CAFETERIA / KITCHEN
MEDIA CENTER





PERFORMING, CORE CLASSROOM VISUAL ARTS CTE SCIENCE LAB MEDIA PHYSICAL CENTER CORE CLASSROOM **EDUCATION** 

Level 2

PERFORMING/

VISUAL ARTS

PHYSICAL

**EDUCATION** 

DESIGN 12 MONTHS

ADMIN

Level 1

CORE CLASSROOM

SCIENCE LAB

CORE CLASSROOM

CONSTRUCTION 24 MONTHS

Student Capacity

444

#### **PROPOSAL HIGHLIGHTS**

#### **Cost-Effective Construction:**

154,000 SF

**Approximate** 

**Project Size** 

\$73.4M

**Estimated Total** 

**Construction Cost** 

The construction cost alians with the current budget.

#### **Operational Continuity During Construction:**

The new building can be constructed without disrupting the full operation of the existing building.

#### **Competitive Design for Bidding:**

The proposed design's ease of construction makes it competitive for bidding.

#### **Timely Implementation:**

The design can be executed within a reasonable timeframe.

#### **Optimal Solar Orientation:**

The new layout strategically utilizes solar orientation for classrooms and the athletic field.

#### **Future Expansion Considerations:**

The proposal allows for future expansion needs.

#### **Utility Easement Compliance:**

The site layout avoids encroaching on the existing utility easement.

#### **Efficient Traffic Separation:**

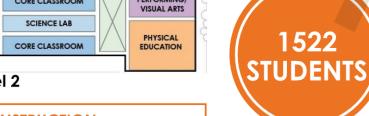
The site proposal ensures ideal separation of buses and parent vehicle circulation, with sufficient on-site queuing.

#### Fine Arts Access:

The Fine Arts location provides immediate access to an exterior.

#### Community-Focused Media Center:

The Media Center on Level 2 serves as a beacon for the community.





# Student Experience Considerations

- Combining small campuses increases instructional consistency within the feeder pattern
- Combining all middle grades in a single campus minimizes transition points for students and builds a more cohesive school community
- Increasing enrollment allows for additional course offerings and extracurricular opportunities

# **Staff Considerations**

- Enlarging the faculty leads to more teachers teaching common contents and allows for enhanced staff collaboration
- Creating a larger comprehensive campus ensures every classroom and lab meets today's standards, providing room for cooperative groups and hands-on student experiences
- Staffing a single large campus decreases administrative costs, redirecting funding toward instruction

# **Facility Considerations**

- Consolidating can improve educational outcomes by providing modern resources throughout the campus and opportunities for specialized learning programs
- Constructing a new campus ensures that every space in the building meets modern code requirements, is ADA accessible, and conforms to TEA's 2021 School Facilities Standards

# Next Steps

# Trustee Wallace Bridges

# **Timeline of Activities**

### **April 2024**

Community Listening Sessions

May 28, 2024

Action presented to Board of Trustees

**June 2024** 

Architectural design begins

# Fort Worth INDEPENDENT SCHOOL DISTRICT

#### RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION CONSOLIDATING WILLIAM JAMES MIDDLE SCHOOL AND MORNINGSIDE MIDDLE SCHOOL 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 renovation, acquisition, and equipment of the schools identified on attached Exhibit A (the "Originally Proposed Projects"); and

WHEREAS, the District conducted several community meetings to discuss the possible consolidation of various campuses, including the Originally Proposed Projects; 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 Originally Proposed Projects and, instead, Authorized Bonds should be used to fund the construction, renovation, acquisition, and equipment of one or more school buildings consolidating the Originally Proposed Projects as indicated on Exhibit A (the "Consolidated Project"); and

WHEREAS, the Consolidated Project qualifies as a project that was authorized to be funded with proceeds of Authorized Bonds; and

WHEREAS, based on the District staff's analysis and recommendation, the Board hereby finds and determines that the Consolidated Project will convey substantially the same benefits as the Originally Proposed Projects 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,

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

SECTION 1: 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 2: The Board hereby finds and resolves that (i) the District shall not move forward with the Originally Proposed Projects which are hereby abandoned and such projects shall be removed from the tentative list of projects to be constructed with the proceeds of Authorized Bonds (the "Project List"), (ii) the Consolidated Project shall be added to the Project List, and (iii) the budget for the Consolidated Project shall include any remaining unspent funds allocated to the Originally Proposed Projects.

SECTION 3: 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 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.

[The remainder of this page left blank intentionally]

#### PASSED AND ADOPTED, this 28th day of May, 2024.

# By: Dr. Camille Rodriguez President Board of Trustees Fort Worth Independent School District ATTEST: By: ANAEL LUEBANOS Secretary Board of Trustees Fort Worth Independent School District

(District Seal)

#### Exhibit A

#### **Originally Proposed Projects:**

- 1. Construction, renovation, acquisition, and equipment of William James Middle School; and
- 2. Construction, renovation, acquisition, and equipment of Morningside Middle School.

#### **Consolidated Project:**

1. Constructing, renovating, acquiring, and equipping one or more school buildings in the District to consolidate the Originally Proposed Projects into a single campus.

#### ACTION AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE FOOD SERVICE MANAGEMENT COMPANY FOR THE 2024-2025 SCHOOL YEAR

#### **BACKGROUND:**

Fort Worth Independent School District (FWISD), Child Nutrition Services intends to contract with a Food Service Management Company (FSMC) for the 2024-2025 school year to provide Child Nutrition Services for all District students. The Texas Department of Agriculture (TDA) reviewed the FSMC proposal and the contract, as submitted, and is approved for the next phase of the procurement process. The District selected Sodexo Operations, LLC. The duration of the contract will be one year, and there may be the option for renewal, not to exceed four one-year renewals. The initial phase of the procurement process has been authorized by TDA. The subsequent step involves seeking approval for the contract from the board. As is required by law, the final contract must be reviewed and approved by the Texas Department of Agriculture (TDA) before it can be effective. This contract is based on the TDA-approved Request for Proposal 24-048. Any renewals of FSMC contracts are likewise subject to review and approval by TDA. As required by statute, the proposal process used by the District utilized TDA's 2024-25 Contract Documentation and Templates and used only TDA's approved FSMC vendor list registrants. FWISD's finalized contract must be provided for approval to TDA by no later June 21,2024. The implementation of the contract will be July 1, 2024.

Six companies responded to the Request for Proposal. The evaluation committee, comprised of four FWISD employees, reviewed RFP proposals from each vendor. The four evaluation committee members conducted independent reviews of each vendor's submissions and "graded" the submissions based on preset criteria included in the RFP and required by TDA. The six companies who responded to the RFP are below, listed in alphabetical order:

- 1. Aramark Educational Services, LLC
- 2. Compass Group USA, Inc. by and through is Chartwells Division
- 3. Sodexo Operations, LLC
- 4. Southwest Foodservice Excellence, LLC
- 5. Taher, Inc.
- 6. Whitsons Nutrition, LLC

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Food Service Management Company for the 2024-2025 School Year
- 2. Decline to Food Service Management Company for the 2024-2025 School Year
- 3. Remand to Staff for Further Study

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

Approve Food Service Management Company for the 2024-2025 School Year

**FUNDING SOURCE:** Additional Details

Special Revenue 701-35-6299-540

.

#### **COST**:

\$39,965,587

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

Sodexo Operations, LLC

#### **PURCHASING MECHANISM:**

Competitive Solicitation

#### **Solicitation Statistics:**

Solicitation Number: RFP 24-048 Number of Responses Received: 6

HUB Firms: 0 Compliant Bids: 6

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

District-Wide

#### **RATIONALE**:

Collaborating with a TDA-approved FSMC to contractually administer the District's Child Nutrition Program will facilitate an increase in student participation by ensuring the provision of quality food products, featuring menu options that are popular among kids, promoting the health and wellbeing of students, fostering community involvement, and maintaining a financially sustainable program.

The FWISD Child Nutrition Service operates a number of alternative programs in schools to increase students' access to school meal. From Breakfast in the Classroom (BIC) for elementary students, and Grab-and-Go for secondary, lunch, and After School Snacks. Eating breakfast in school specifically at the elementary level has shown to improve students' classroom performance, increase attendance and decrease behavioral problems, tardiness, and visits to the school nurse. To date we have served approximately 2.9M breakfast meals, 4.6M lunch meals, and 290,793 snacks.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent - Operations



## TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

05/16/24

VIA EMAIL TO: angelica.ramsey@fwisd.org, kellie.spencer@fwisd.org

Dr. Angelica Ramsey Fort Worth Independent School District

RE: Food Service Management Company (FSMC) Contract for the 2024-2025 year.

Name of Approved Vendor: Sodexo

Dear Dr. Angelica Ramsey,

The Texas Department of Agriculture (TDA) reviewed an FSMC request for proposal and evaluation process. The contract, as submitted, is approved for award and execution.

Changes to the contract are not permitted unless written approval is obtained from TDA before the contract is executed. Contracts that are altered or amended in any way may result in unallowed costs that require reimbursement from non-federal funds or a rebid of the contract.

<u>Submit a copy of the complete contract, signed by all parties to FSMC@TexasAgriculture.gov no</u> later than June 21, 2024.

Contracts and supporting documentation including all procurement documents must be retained and are subject to review by the U.S. Department of Agriculture and other federal and state agencies. It is the CEs responsibility to ensure the Food Service operation is in compliance with regulations.

If you have any questions, please contact FSMC@texasagriculture.gov.

Sincerely,

Anwar Sophy, MBA

Administrator \_ F&N Business

Anwar Sophy

Management Food and Nutrition Division

Texas Department of Agriculture

cc: ESC

FSMC mailbox

#### ACTION AGENDA ITEM BOARD MEETING May 28, 2024

**TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A

CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E SERVICES FOR STRIPLING 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 Proposal (RFP) to select a Turnkey FF&E Contractor for Stripling Middle School with the following schedule of events:

First Advertisement	February 14, 2024
Second Advertisement	February 21, 2024
Deadline for Questions	March 01, 2024
Deadline to Receive Proposals	March 05, 2024
Board Approval of CMAR Firm	May 28, 2024

The District received seven (7) responses to the request, but after initial review, determined that only three (3) of the responding vendors submitted complete proposals responsive to all areas of requested service and products. The evaluation committee evaluated each of the qualified responses in accordance with the evaluation criteria, including but not limited to the project-specific qualifications and costs as determined to provide the "best value" to the District and ranked as follows:

- 1. School Specialty, LLC
- 2. Spencer & Co\*
- 3. MeTEOR Education, LLC

In accordance with Texas Education Code §44.031, subchapter B, the district shall attempt to negotiate with the highest-ranked vendor. If the district is unable to successfully negotiate or the highest-ranked vendor declines to enter into a contract, the District shall formally end negotiations and proceed to negotiations with the next contractor as ranked until an agreement is reached or the contract is rebid.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Authorization to Negotiate and Enter into a Contract with a Contractor to Provide Turnkey FF&E Services For W.C. Stripling Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Contractor to Provide Turnkey FF&E Services For W.C. Stripling Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

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

Approve Authorization to Negotiate and Enter into a Contract with a Contractor to Provide Turnkey FF&E Services For W.C. Stripling Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

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

CIP 2021 661-81-6629-058

#### COST:

Not-to-Exceed - \$1,875,000

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

To Be Determined

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

Bid/Proposal Statistics
Bid Number: 24-005

Number of Bid/Proposals Received: 7

Number of Compliant Bids/Proposals Received: 3

Joint Venture Firms: 0

**HUB Firms: 1** 

\*Denotes a HUB Firm

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

Capital Improvement Department W.C. Stripling 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

#### ACTION AGENDA ITEM BOARD MEETING

May 28, 2024

**TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE WITH A

CONSTRUCTION MANAGER AT RISK FOR A GMP

AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR

MEACHAM MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION

WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

On February 27, 2024, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for pre-construction services for Meacham Middle School Renovations, RFQ #24-042. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with JSWPDQ, JV, for preconstruction services on April 3, 2024.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Authorization to Negotiate with a Construction Manager at risk for a GMP Amendment(s) for Construction Services for Meacham Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at risk for a GMP Amendment(s) for Construction Services for Meacham Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate with a Construction Manager at risk for a GMP Amendment(s) for Construction Services for Meacham Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

**FUNDING SOURCE:** Additional Details

CIP 2021 661-81-6629-051

**COST**:

Not-to-Exceed - \$39,563,410

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

JSWPDQ, JV

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

Bid/Proposal Statistics
Bid Number: 24-042

Number of Bid/Proposals Received: 2

Number of Compliant Bid/Proposals Received: 2

Joint Venture Firms: 2

**HUB Firms: 2** 

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

Capital Improvement Program Meacham Middle School

#### **RATIONALE**:

The Construction Manager is required to start the construction phase in order to procure long lead items and begin working on the GMP packages to avoid construction delays associated with the current market conditions.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### ACTION AGENDA ITEM BOARD MEETING

May 28, 2024

**TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE WITH A

CONSTRUCTION MANAGER AT RISK FOR A GMP

AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR

RIVERSIDE MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION

WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

On January 30, 2024, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for pre-construction services for Riverside Middle School Renovations, RFQ #24-034.Negotiations were successful with the highest-ranked general contractor, and the District entered a contract with Cadence McShane + Morales JV, for preconstruction services on March 18, 2024.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

**FUNDING SOURCE:** Additional Details

CIP 2021 661-81-6629-056

#### **COST**:

Not-to-Exceed - \$36,704,407

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

Cadence McShane + Morales JV

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

<u>Bid/Proposal Statistics</u> Bid Number: 24-034

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 4

HUB Firms: 4

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

Capital Improvement Program Riverside Middle School

#### **RATIONALE**:

The Construction Manager is required to start the construction phase in order to procure long lead items and begin working on the GMP packages to avoid construction delays associated with the current market conditions.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent District Operations

#### ACTION AGENDA ITEM BOARD MEETING

May 28, 2024

**TOPIC:** APPROVE AUTHORIZATION TO NEGOTIATE WITH A

CONSTRUCTION MANAGER AT RISK FOR A GMP

AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR

DAGGETT MONTESSORI RENOVATIONS IN CONJUNCTION WITH

THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

On September 26, 2023, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for pre-construction services for Daggett Montessori Renovations, RFQ #24-003. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with Phillips/May Corporation, for preconstruction services on October 3, 2023.

Upon execution of the GMP Amendment(s), the project will move into the construction phase. The District is seeking authorization from the Board to negotiate and enter into a contract with a Construction Manager at Risk for this next phase.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Montessori Renovations in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Daggett Montessori Renovations in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization To Negotiate With A Construction Manager At Risk For A GMP Amendment(s) for Construction Services For Daggett Montessori Renovations (RFQ 24-003) In Conjunction With The 2021 Capital Improvement Program.

**FUNDING SOURCE:** Additional Details

CIP 2021 661-81-6629-194

#### **COST**:

Not-to-Exceed - \$19,132,903

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

Phillips/May Corporation

#### **PURCHASING MECHANISM:**

#### **Competitive Solicitation**

Bid/Proposal Statistics
Bid Number: 24-003

Number of Bid/Proposals Received: 7

Number of Compliant Bid/Proposals Received: 7

Joint Venture Firms: 2

**HUB Firms: 5** 

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

Capital Improvement Program Daggett Montessori

#### **RATIONALE**:

The Construction Manager is required to start the construction phase in order to procure long lead items and begin working on the GMP packages to avoid construction delays associated with the current market conditions.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### ACTION AGENDA ITEM BOARD MEETING May 28, 2024

TOPIC: APPROVE CLOSEOUT CONTRACT WITH IMPERIAL | MORALES JV6
AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2021
CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

On March 22, 2022, the Board of Education (BOE) approved the authorization to enter a contract with a General Contractor, Imperial | Morales JV6, for the construction of Westpark Relief Elementary School now known as Rolling Hills Elementary School in an amount not to exceed \$45,000,000 in conjunction with the 2021 Capital Improvement Program.

		Original Substantial	
Original Contract Price:	\$43,240,000.00	Completion Date:	August 23, 2023
Final Change Order No. 1:		Increase of 56 days	
		Final Substantial	
Final Contract Amount:	\$43,240,000.00	Completion Date:	October 18, 2023
Previously Paid:	(\$41,078,000.00)		
Final Payment Due	\$2,162,000.00		

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Closeout Contract with Imperial | Morales JV6 and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program
- 2. Decline to Approve Closeout Contract with Imperial | Morales JV6 and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Closeout Contract with Imperial | Morales JV6 and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2021 661-00-2116-000

**COST**:

\$2,162,000

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

Imperial | Morales JV6

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Capital Improvement Department Rolling Hills Elementary School

#### **RATIONALE**:

Imperial | Morales JV6 has completed all work for the renovations as required per the terms of their Contract for the construction of Rolling Hills Elementary School. Glenn | Partners Architects has inspected the work, and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### Change Order

PROJECT: (Name and address)
Rolling Hills Elementary School
10351 Orchard Way
Fort Worth, TX 76126

OWNER: (Name and address)
Fort Worth ISD
7060 Camp Bowie Blvd
Ft Worth TX 76116

CONTRACT INFORMATION: Contract For: \$43,240,000.00

Date: 05.16.2022

ARCHITECT: (Name and address)
Glenn Partners
5646 Milton Street, Suite 426
Dallas, TX 75206

CHANGE ORDER INFORMATION:

Change Order Number: 001 Date: 04.03.2024

CONTRACTOR: (Name and address)

Imperial/Morales JV6 400 I-20 West, Suite 200 Weatherford, TX 76086

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The purpose of this change order is to reconcile and establish the final substantial completion date and final contract value.

The original Contract Sum was \$43,240,000.00
The net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was \$43,240,000.00
The Contract Sum will be increased by this Change Order in the amount of \$0.00
The new Contract Sum including this Change Order will be \$43,240,000.00

The Contract Time will be increased by Zero (56) days. The new date of Substantial Completion will be 10.18.2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Glenn Partners	Imperial/Morales JV6	Fort Worth ISD
ARCHITECT (Firm name)	CONTRACTOR (Efryn name)	OWNER (Firm name)
()\/ <i>\/\/\/\/\\</i>	WHUL	
SIGNATURE	SIGNATURE	SIGNATURE
Patrick Glenn, Managing Principal	MATT M. EVEN SR. Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
04.04.2024	4/4/2024	
DATE	DATÉ	DATE