

Regular Meeting

Notice is hereby given that on Tuesday, September 24, 2024, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard. This meeting will be streamed and archived on Fort Worth ISD's Live YouTube channel, and on the FWISD Video on Demand site found on the bottom of 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 special meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the Board of Education Webpage and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the 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 boardmeetingspubliccomment@fwisd.org 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.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, September 23, 2024.


FORT WORTH INDEPENDENT SCHOOL DISTRICT REGULAR MEETING


Page

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES, VISION, AND MISSION**
Led by Dunbar High School J.R.O.T.C. Cadets
3. **RECOGNITIONS**
 - A. Recognition of Student Greeters

4. PUBLIC COMMENT

5. PRESENTATION

A. Accelerating Learning at the Core: Strengthening Tier 1 Instruction 13 - 29
Presenter: Mohammed Choudhury, Deputy Superintendent, Learning and Leading
[Accelerating at the Core Tier 1.pptx](#) 

B. Accelerating Learning at the Core: Strengthening Tier 1 Instruction 30 - 46
Presenter: Mohammed Choudhury, Deputy Superintendent, Learning and Leading
[Accelerating at the Core Tier 1.pptx](#) 

6. SUPERINTENDENT REPORT 47 - 48
[September 2024 Board - Superintendent Update15.pdf](#) 

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

8. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Placement of Employee on Temporary Disability Leave in Accordance with Board Policy DBB (Local)

- 2. Termination of Chapter 21 Probationary Contract of Jerome Jones
- 3. Discussion of Superintendent Contract
- C. Security Implementation (Texas Government §551.076)
- D. Real Property (Texas Government Code §551.072)

9. 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.)

Governance and Strategic Communications, Toni Cordova, Chief

- A. BOARD OF EDUCATION MEETING MINUTES 49 - 50
[Board of Education Minutes.pdf](#)
- B. AUGUST 8, 2024 MINUTES 51 - 55
[August 8 Minutes.pdf](#)
- C. AUGUST 20, 2024 MINUTES 56 - 59
[August 20 Minutes.pdf](#)
- D. AUGUST 27, 2024 MINUTES 60 - 75
[August 27 Minutes.pdf](#)
- E. APPROVE RATIFICATION OF RENTAL AUDIO AND VISUAL EQUIPMENT AND SERVICES FOR THE 2024-2025 CONVOCATION 76 - 84
[Athan's Audio Visual- Convocation.pdf](#) [Athan's Invoice.pdf](#)



Administrative Services, Dr. Karen Molinar, Deputy Superintendent



- F. APPROVE COOPERATIVE AGREEMENT TO PROVIDE CERTAIN MEDICAL SERVICES AND PROGRAMS TO ALL FORT WORTH ISD CAMPUSES 85 - 96
[092424 Consent Agenda Item - Goodside Health_updated.docx](#)
[Goodside Health Agreement_updated 090524.pdf](#)

Discussion: Anne Darr - What is the process for acquiring parent

consent prior to medical services that will be provided on campuses?



Response: The parents have the option to complete the registration through our student enrollment. They may also choose to complete it at the time of the visit if they did not complete it during student registration. If the nurse feels the child needs a medical visit she can offer this service to the parent. Even if they have previously completed the registration the parent must give their consent to do a visit at the time of the visit. The nurse participates in the discussion with the physician through the virtual format and they also complete testing for COVID, Strep, and Flu in our clinic if advised by the physician. Nurses are able to provide medication for symptoms such as fever, pain, etc. at the direction of the physician.

- G. APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT OFFICE OF ADULT EDUCATION FOR THE 2024-2025 ADULT EDUCATION PROGRAM 97 - 170
[Consent Agenda Item - Adult Education 9-24-24.docx](#)  [Fort Worth ISD AEL Contract FY 2024-2025 9-6-2024.pdf](#) 








- H. APPROVE AUTOMATED EXTERNAL DEFIBRILLATOR SERVICE BUDGET AND PURCHASE OF NEW AUTOMATED EXTERNAL DEFIBRILLATOR FOR DISTRICT 171 - 181
[092424 Consent Agenda - AED \(New Purchase Service Agreement\) updated 082624.docx](#)  [AED Contract re New Purchases Service \(SOW and Deliverables\).pdf](#) 

Safety and Security, Daniel Garcia, Executive Director


- I. PURCHASE OF BIDIRECTIONAL AMPLIFIER SYSTEM FOR BENBROOK MIDDLE HIGH SCHOOL 182 - 204
[Bidirectional Amplifier System.pdf](#)  [Aerowave bda BMHS contract summary.pdf](#) 

- J. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH ISD AND THE CITY OF BENBROOK FOR SCHOOL SECURITY SERVICES FOR THE 2024 – 2025 SCHOOL YEAR 205 - 215
[Benbrook RATIFICATION SRO24-25-Consent and Action Agenda 08 26 2024.docx](#)  [Benbrook Memo Of Understanding 9-18.pdf](#) 





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

- K. APPROVE THE BUDGET AMENDMENT FOR PERIOD ENDING THE AUGUST 31, 2024 216 - 220
[Budget Amendment .pdf](#)  [Budget Amendment ending August 31, 2024.pdf](#)  [Budget Amendment ending August 31, 2024 Explanations.pdf](#)  [Budget Amendment History.pdf](#) 
- L. APPROVE THE PURCHASE OF EXCESS WORKERS COMPENSATION INSURANCE 221 - 222
[CAI - Excess Workers Comp Insurance.pdf](#) 
- M. APPROVE ANNUAL COOPERATIVE FEES REPORT 223 - 224
[2024 Coop Fees.docx](#) 
- N. APPROVE THE PURCHASE OF CHARTER BUS SERVICES 225 - 226
[Charter Bus Services Consent Agenda SY 24-25.docx](#) 

Talent Management, Woodrow Bailey III, Chief Talent Officer

- O. APPROVE THE APPLICATION FOR THE WAIVER OF THE 2024-2025 REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION 227 - 229
[Class Size Exception.pdf](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

- P. APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM APPLICATION FOR THE 2024-2025 SCHOOL YEAR 230 - 258
[Consent Agenda- OFSDP.docx](#)  [OFSDP 09.24.24.pdf](#) 
- Q. APPROVE THE LICENSE AGREEMENT WITH MULTIPURPOSE ARENA FORT WORTH DBA TRAIL DRIVE MANAGEMENT CORP FOR THE 2025 GRADUATION COMMENCEMENT SERVICES 259 - 272
[Consent and Action Agenda 25 Graduation Updated.docx](#)  [Trail Drive Mgmt Dickies Graduation Update.pdf](#) 

Discussion: Anne Darr - Are all larger-school graduations moving back to Dickies Arena?

Response: We will host graduations for all 14 comprehensive high schools (including Trimble Tech) at Dickies Arena.

Discussion: Will TCU be used? If so, how?

Response: TCU will not be used

Discussion: Will Wilkerson-Greines be used? If so, how?

Response: We will host 8 graduations at Wilkerson Greines: TCC South, Marine Creek Collegiate, TABS, WLI, IM Terrell, YMLA, YWLA, Success High School

R. APPROVE LICENSES - WRITING ACROSS THE CURRICULUM BENCHMARK SCORING

273 - 276

[ThinkCERCA Consent Agenda.docx](#)  [THINKCERCA QUOTE.pdf](#) 

Discussion: Anne Darr - How is this platform aligned with the TEKS and with the expectations of the STAAR test?

Response: ThinkCERCA Alignment with TEKS: ThinkCERCA is designed to help students develop critical reading, writing, and analytical skills that align with the Texas Essential Knowledge and Skills (TEKS) for English Language Arts and Reading. It focuses on:

·**Close reading and text analysis:** which aligns with TEKS expectations for analyzing complex texts and making inferences.

·**Evidence-based writing:** supporting TEKS objectives that emphasize the use of textual evidence in writing across genres.

·**Argumentation skills:** which are important for persuasive and argumentative writing tasks outlined in the TEKS.

·**Vocabulary development:** which is a key component of TEKS, particularly around understanding new words in context and using academic vocabulary.

ThinkCERCA Alignment with STAAR:



·**STAAR question formats:** ThinkCERCA lessons mirror STAAR formats by including reading comprehension tasks, text-based multiple-choice questions, and extended responses like essays, which help prepare students for the demands of the STAAR test.

·**Skills development:** ThinkCERCA's emphasis on using textual evidence for writing aligns with the STAAR's focus on analytical writing, particularly for the Extended Constructed Response (ECR) items.

·**Writing in multiple genres:** The STAAR test assesses students' ability to write in multiple formats, and ThinkCERCA includes assignments in argumentative, informative, and narrative writing, similar to STAAR expectations.

S. APPROVE RATIFICATION OF ONLINE REFERENCE DATABASES AND STREAMING MEDIA

277 - 281










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[InfobaseRenewalQuoteFortWorthIndependentSchoolDistrict-115098 2024-6-12 \(1\) \(1\).pdf](#) 

- T. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE FOR THE PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL ACADEMIES 282 - 340
[Action and Consent Form - FWISD PTECH.docx](#) [Amon Carter-Riverside PTECH MOU FUA OM Renewal 5.9.24.pdf](#) [Diamond Hill PTECH MOU FUA OM Renewal 5.9.24.pdf](#) [South Hills PTECH MOU FUA OM Renewal.pdf](#)
- U. APPROVE CLINICAL AFFILIATION AGREEMENT FOR STUDENT WORK-BASED LEARNING 341 - 347
[Consent and Action Agenda Template Form - Texas Ortho and Spine Agreement.docx](#) [High School Health Science Affiliation Agreement Template 2024-Texas Orthopedic and Spine Associates.pdf](#)
- V. APPROVE THE AGREEMENT BETWEEN FWISD AND AVIATION PARTNER 348 - 359
[Consent and Action Agenda CR Smith Museum.docx](#) [Both Sign NEW Fort Worth ISD AA Smith Museum Pathway Engagement 2024-25 \(002\).pdf](#)
- W. APPROVE CONTRACT RENEWAL AND PAYMENT OF COLLEGIATE TESTING FEES FOR STUDENTS 360 - 392
[PSAT SAT Order for 2024-2025.doc](#)
[FtWorthISD 2024-2025 Path NegTerm CB-00036935 Final 2 CBSigned.pdf](#)
- X. APPROVE 2024-2025 ADVANCED PLACEMENT EXAM FEE 393 - 396
[Consent Agenda AP College Board Sep 24.docx](#) [FWISD AP Exam Fees Sept 2024.pdf](#)

Operations, Kellie Spencer, Deputy Superintendent



Technology, Ramesh Krishnamurthy, Chief Information Officer

- Y. APPROVE RATIFICATION SUBSCRIPTION PURCHASE OF CLOUD CREDITS FOR DISTRICT INFRASTRUCTURE AND ACADEMIC SUPPORT 397 - 399
[BAC Azure Cloud Credits 9-24-24.docx](#)
[Quote Azure Cloud Credits 9-24-24.pdf](#)








- Z. APPROVE PURCHASE OF FIREWALL HARDWARE AND SOFTWARE SUPPORT 400 - 404
[Ratification of Firewall Hardware and Software Support.pdf](#) 
[SHI Quote-25238984.pdf](#) 
[BAR Item September 24, 2024 - Palo Alto Page DIR.pdf](#) 
- AA. APPROVE SUBSCRIPTION PURCHASE OF DISASTER RECOVERY MANAGED SERVICES 405 - 407
[BAC Azure Disaster Recovery 9-24-24.docx](#) 
[Quote Azure Disaster Recovery 9-24-24.pdf](#) 
- AB. APPROVE RATIFICATION OF THE DISTRICT-WIDE COMPLIANCE TRAINING MANAGEMENT SYSTEM 408 - 414
[BAC VectorSolutions 09242024.docx](#) 
[Quote Vector Solutions 08312024.pdf](#) 
[23-7452 Summary.pdf](#) 
- AC. APPROVE PURCHASE OF VIRTUAL SERVER ENVIRONMENT MAINTENANCE AND LICENSE SUPPORT 415 - 418
[Virtual Server Environment Maintenance and License Support.pdf](#) 
[Carahsoft Technology Corporation.pdf](#) 
[Sequel.pdf](#) 
- AD. APPROVE SUBSCRIPTION PURCHASE OF NETWORK ELECTRONICS EQUIPMENT 419 - 423
[BAC Aruba Cloud Central 9-24-24.docx](#) 
[CDW-G Contract 081419-CDW Sourcewell.pdf](#) 
[Quote Aruba 24-25.pdf](#) 

Maintenance, David Guerra, Executive Director



- AE. APPROVE TESTING AND REPAIRS TO DISTRICT FACILITY BACKFLOW PREVENTERS 424 - 426
[Agenda - Approve Testing Repairs to District Facility Backflow Preventers.pdf](#) 
[1-A Service 24-25FY.pdf](#) 
- AF. APPROVE RATIFICATION OF FIRE ALARM AND ELEVATOR MONITORING SERVICES 427 - 443
[Approve Ratification of Fire Alarm and Elevator Monitoring Services.pdf](#) 
[ESTIMATE 1014 from Intrepid Security & Protection.pdf](#) 

- AG. APPROVE RATIFICATION OF EMERGENCY CAST STONE REPAIRS AT CHARLES E. NASH ELEMENTARY 444 - 446
[Approve Ratification of Emergency Repairs at C Nash ES.pdf](#) 
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Athletics, J.J. Calderon, Executive Director

- AH. APPROVE 2024-2025 UNIVERSITY INTERSCHOLASTIC LEAGUE MEMBERSHIP FEES 447 - 452
[2024-2025 University Interscholastic League Membership Fees.pdf](#) 
[2024-25 UIL Fees List.pdf](#) 
- AI. APPROVE RATIFICATION FOR INSTALLATION OF PLAY CLOCK TIMERS AT HERMAN CLARK STADIUM AND FARRINGTON FIELD 453 - 460
[Approve Ratification for Installation of Play Clock Timers at Herman Clark Stadium and Farrington Field.pdf](#) 
[Change Order- FWISD- Herman Clark Fiber.pdf](#) 
[Change Order- FWISD- Farrington Fiber.pdf](#) 
- AJ. APPROVE SUBSCRIPTION SERVICES AGREEMENT FOR ATHLETIC COACHES AND STUDENT-ATHLETES PERFORMANCE TECHNOLOGY 461 - 463
[Approve Subscription Services Agreement for Athletic Coaches Student-Athletes.pdf](#) 
[Quote - Hudl 24-25FY.pdf](#) 

Capital Improvement Program, Kellie Spencer, Deputy Superintendent

- AK. APPROVE THE CLOSEOUT OF THE CONTRACT WITH STEELE & FREEMAN / POST L JV AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM 464 - 467
[APPROVE THE CLOSEOUT OF THE CONTRACT WITH STEELE FREEMAN POST L JV AUTHORIZE - Attachments.pdf](#) 
[09.24.24 Final Change Order South Hills High School.pdf](#) 

10. ACTION AGENDA ITEMS



- A. Item(s) Removed from Consent Agenda

Administrative Services, Dr. Karen Molinar, Deputy Superintendent


Legal and District Records Management, Lynda Jackson, Senior Counsel

- B. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- E. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
- F. Consider and Take Action Under Board Policy DBB (Local), to Place Employee on Temporary Disability Leave
- G. Consider and take action to terminate the Chapter 21 probationary contract of Jerome Jones
- H. Consider Action on Superintendent Contract



Safety and Security, Daniel Garcia, Executive Director

- I. APPROVE PURCHASE OF CAMERA EQUIPMENT TO VIEW EXTERIOR DOORS AND PORTABLES
[1 Action Agenda Item - Physical Security Camera Purchase to Cover Exterior Doors rev2.pdf](#)  [FtWISD Avigilon Large Box Sale-TIPS230101 revised 09052024 with shipping.pdf](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

- J. APPOINT SCHOOL HEALTH ADVISORY COUNCIL MEMBERS 468 - 470
[Appoint School Health Advisory Council Members.docx](#) 
Discussion: Anne Darr - What is the meeting attendance record for the current SHAC member?
Response: There were 6 SHAC meetings held last year. The 22 members had an attendance rate of 78%.
Discussion: Is there a term limit for serving on the SHAC?

Response: The term of service is two years.



- K. APPROVE PURCHASE FOR PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL MATERIALS SUPPORTING DISCIPLINARY INSTRUCTION IN LITERACY 471 - 476
- [Action Agenda For Renaissance.docx](#)  [RENAISSANCE QUOTE_001.pdf](#) 

Operations, Kellie Spencer, Deputy Superintendent

Facility Planning and Rental, Mike Naughton, Executive Director

- L. APPROVE ACCESS EASEMENT AGREEMENT WITH FW CLUB LP AT 11553 BENBROOK BOULEVARD 477 - 497
- [APPROVE ACCESS EASEMENT AGREEMENT WITH FW CLUB LP AT 11553 BENBROOK BOULEVARD.pdf](#)  [FWISD - FW Club LP - Access Easement \[Execution\].pdf](#) 

Capital Improvement Program, Kellie Spencer, Deputy Superintendent

- M. APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E SERVICES FOR WORKFORCE-BASED HIGH SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM 498 - 499
- [APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACT WITH A CONTRACTOR FOR - Attachments.pdf](#) 
- N. APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR A GMP AMENDMENT(S) FOR CONSTRUCTION SERVICES FOR MAUDRIE WALTON ELEMENTARY SCHOOL REPLACEMENT CAMPUS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM
- [160-131 GMP for Maudrie Walton ES Replacement #2.docx](#) 

11. ADJOURN

Accelerating Learning at the Core: Strengthening Tier 1 Instruction

September 10, 2024, Workshop

Multi-Tiered System of Supports (MTSS): Why Tier 1 Instruction Matters

Tier 1 – Universal Instruction: The Foundation for All Students

At Tier 1, all students in each grade receive instruction based on the grade-level standards through high-quality, differentiated teaching. This tier focuses on ensuring that at least 80% of students can succeed with this instruction without needing additional interventions. This universal approach includes best practices and differentiated instruction tailored to diverse learning needs. All students benefit from a range of resources, such as assessments, curriculum materials, and instructional strategies targeting both academic and social-emotional development.

Tier 2 – Targeted Group Interventions: Focused Support for Emerging Needs

Tier 2 interventions are designed for students who demonstrate challenges or do not adequately respond to Tier 1 instruction. These supports are typically delivered in small groups, allowing educators to address specific areas where students require additional help. By using evidence-based strategies, Tier 2 aims to assist approximately 5-15% of students who need more targeted support to succeed.

Tier 3 – Intensive, Individualized Interventions: Tailored Strategies for High-Need Students

Tier 3 is reserved for students with the most significant needs, often those who do not respond to Tier 2 interventions. This tier involves frequent and highly individualized support tailored to the unique challenges faced by each student. The interventions are intensive, focusing on providing comprehensive assistance to the 1-5% of students requiring the highest level of support.

What Defines High-Quality Tier 1 Instruction (1/2): Key Features

High-Quality, Standards-Aligned Materials

- Aligns with Texas Essential Knowledge and Skills (TEKS) to ensure rigorous, relevant content.
- Includes built-in supports and scaffolds to differentiate instruction for diverse learners.
- Reflects diverse perspectives and promotes inclusivity, ensuring all students feel represented and engaged.

Systematic and Explicit Grade-Level Instruction

- Follows a sequential plan to introduce new topics and skills, building on previous knowledge logically.
- Directly explains strategies and skills with clear directions and examples.
- Provides ample opportunities for practice, review, and assessment to reinforce learning.

Rigorous, Relevant, and Engaging Lessons

- Clear, measurable learning objectives aligned with standards.
- Ensures lessons are relevant, connecting learning to real-world applications.
- Promotes critical thinking, problem-solving, and collaboration in a dynamic learning environment.

What Defines High-Quality Tier 1 Instruction (2/2): Key Features

Data-Driven Instruction

- Utilizes real-time student data and formative assessments throughout lessons to guide instruction.
- Regularly analyzes academic and behavioral data to inform teaching strategies.
- Provides "just-in-time" instructional adjustments and differentiation to meet students' needs.

Safe and Supportive Classrooms

- Fosters physical, emotional, psychological, and identity safety for all students.
- Establishes routines and builds relationships to create an inclusive environment where every student feels valued.

Commitment to Equity

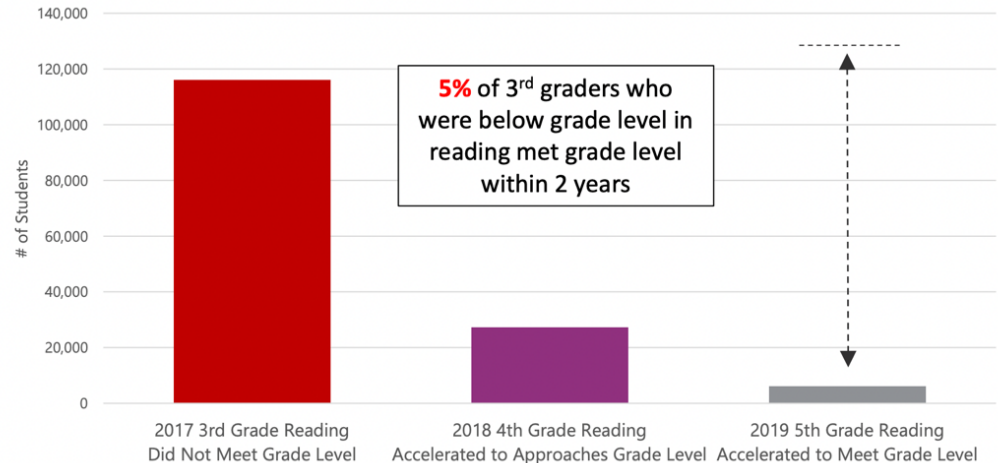
- Provides targeted support for multilingual learners and students with learning differences.
- Implements evidence-based strategies and tailored accommodations to support diverse learners.
- Ensures all students have opportunities to excel and thrive in an equitable educational environment.

Tier 1 Focus Area - Learning Acceleration and Just-in-Time Supports

"Just-in-Time Support" emphasizes providing timely, grade-level-specific assistance to address students' learning needs as they emerge (**the right type or amount of support at the right time – to fill in gaps in learning**). This approach involves carefully planned interventions tailored to the developmental stage and curriculum requirements of each grade.

By delivering targeted support when students need it most, teachers help bridge gaps in understanding, reinforce retention of new concepts, and keep students engaged. The method aims to enhance educational outcomes by ensuring support aligns with the immediate learning processes and challenges that are unique to each grade level.

Historically in Texas, **acceleration** from being **below grade-level** to being **on grade-level** occurs for only **4%** of students across all grades/subjects



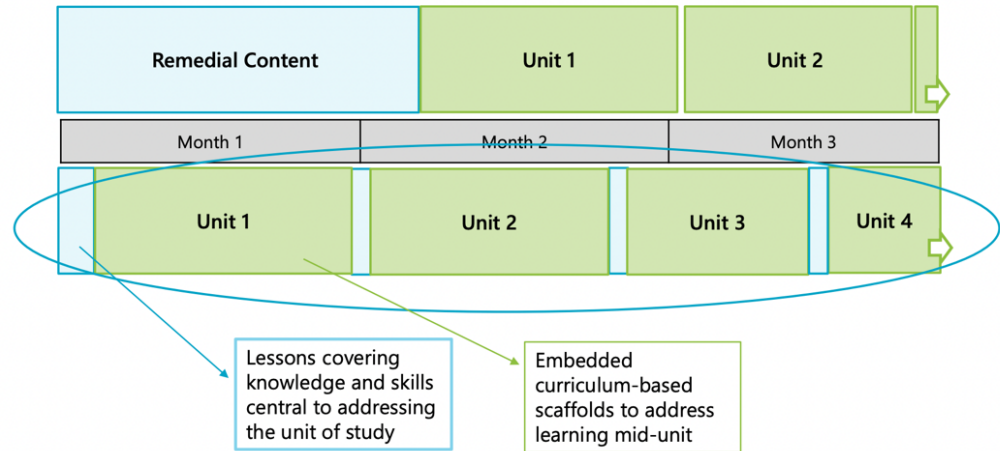
Accelerated Learning versus Remediation

Remediation: Often focuses on drilling students on isolated skills that bear little resemblance to current curriculum. Activities connect to standards from years ago and aim to have students master content from years past.

Accelerated Learning: Strategically prepares students for success in current grade-level content. Acceleration readies students for new learning. Past concepts and skills are addressed, but always in the purposeful context of current learning.

Acceleration with Just-In-Time Intervention

Just-in-time intervention strategically prepares students for success in current grade-level content by providing targeted support for the most **critical, prerequisite content for upcoming units** of study. Previous grade-level concepts and skills are addressed, but always in the context of current learning.



Accelerating Learning through Just-in-time Supports: Key Elements

- Focus on **essential prerequisite skills and knowledge necessary for students to access grade-level content** in upcoming units.
- **Identify gaps** in students' understanding of prerequisite content using curriculum-based, pre-unit assessments.
- Implement **just-in-time lessons and supports within the curriculum** to address identified learning gaps.
- Adjust schedules to allocate sufficient time for Tier 1 instruction and create dedicated blocks for Tier 2 and Tier 3 interventions.
- **Equip teachers and leaders with strategies to effectively deliver just-in-time supports** for critical content areas.
- Regularly **monitor and assess student progress** to ensure effective learning and timely interventions.

"For example, instead of spending weeks covering an entire missed unit in math, teachers can look ahead at the grade-level standards to determine what are the most important skills students need to have and cover that material in a class or two. Or a language arts teacher might see an upcoming text that she thinks might be too challenging for students. Rather than removing it for easier work, the teacher can design scaffolds – specific supports – to help students with understanding key literary concepts and filling in missed background knowledge."

"Students in accelerated classrooms thrived, completing 27% more grade-level lessons than their remediated peers, and mostly regained their pre-pandemic success on grade-level math. Meanwhile, remediated students not only continue to struggle, but fall even further behind in their learning, getting caught in a cycle of missing more and more grade-appropriate content."

Learning Acceleration Guide (TNTP, 2021) | [Speed Up to Catch Up \(HGSE, 2021\)](#)

Tier 1 Focus Area - Ensuring Curriculum-Based Professional Learning (1/2)

Curriculum-based professional learning emphasizes the need for teachers to **actively internalize lessons and engage deeply with the instructional materials they use**. Research indicates that many teachers lack sufficient professional learning opportunities tailored to their curriculum, with most receiving only minimal training.

Curriculum-based professional learning immerses teachers in instructional materials through a series of focused, small-group sessions that emphasize rehearsing lessons, refining teaching strategies, and deepening content knowledge, moving away from brief, one-time workshops to foster continuous improvement and address common challenges.

This method helps teachers become more fluent in implementing rigorous curricula, ultimately enhancing student outcomes.

[The Elements: Transforming Through Curriculum-Based Professional Learning \(Carnegie Corporation, 2020\)](#)

Ensuring Curriculum-Based Professional Learning (2/2)

Fort Worth ISD is advancing through the phases of curriculum-based professional learning to enhance teaching quality and student achievement, moving from initial implementation to consistent, skillful use of instructional materials. This includes maintaining lesson integrity, using supports for diverse learners, internalizing lessons through shared protocols, and engaging in ongoing professional learning and feedback cycles for equitable, grade-level instruction.

- **Initial Implementation:** Teachers begin using instructional materials with established systems for consistent access to grade-level content.
- **Consistent Implementation:** Materials are fully integrated into teaching practices, supported by aligned policies.
- **Sustainability and Innovation:** A state where teachers confidently take ownership of collaborative planning and feedback processes, skillfully leveraging instructional materials and embedded supports to ensure all students meet grade-level expectations.

Tier 1 Focus Area - Enhancing the We Way Coach (1/2): Increasing the Quality and Frequency of “Just-in-Time,” Real-Time Coaching

Real-time coaching is an instructional strategy that delivers immediate, targeted feedback to teachers during active teaching, allowing for quick adjustments and improvements.

Traditional coaching methods are often too broadly focused and time-intensive to drive immediate change at scale, whereas real-time coaching fosters a culture of constant feedback. In this environment, educators receive specific, actionable advice directly in the classroom, promoting continuous professional growth.

This approach encourages teachers to adapt instantly, refine their techniques, and embrace risk-taking, fostering a dynamic learning environment where improvement is ongoing and responsive to real-time needs.

The Effect of Teacher Coaching on Instruction and Achievement: A Meta-Analysis of the Causal Evidence
(Kraft, M., Blazar, D., & Hogan, D., 2018)

Enhancing the Way We Coach (2/2) :

A Vignette on Coaching Better, Smarter, and for Maximum Impact

Most school leaders coach the wrong people. What does that mean?

Consider an 8-week initiative to provide feedback on student work in a small school with three leaders and 23 teachers. After the first day, the leaders observe that three teachers are close to meeting the vision, five teachers are struggling, and fifteen are in the middle.

What do most leaders do? They focus their intensive coaching on the struggling teachers. However, eight weeks later, the strugglers have improved slightly but are still not meeting the standards, the three teachers close to the vision never fully reach it, and the rest show minimal change.

The alternative approach?

- Week 1: Conduct regular weekly coaching meetings with all teachers. Each of the three school leaders selects one of the strongest teachers to prep and practice with for one hour a day. These teachers quickly excel and become models of excellence. The leaders share videos from these classrooms during weekly professional development sessions, celebrate them in school communications, and encourage others to visit their classes.
- Weeks 2-6: Continue regular weekly coaching meetings with all teachers. Each leader focuses on moving one teacher per week to proficiency through more intensive coaching. More videos are shared, and more teachers are celebrated.
- Weeks 7-8: Maintain regular weekly coaching meetings with all teachers and invest heavily in the most struggling teachers.

Outcomes:

- Version 1: Only 13% of your teachers become proficient in the priority area.
- Version 2: 87% of your teachers become proficient in the priority area.

The lesson:

- As a leader, the goal is to get as many teachers as possible to meet standards. Align coaching efforts to achieve this goal effectively.

Tier 1 Focus Area - Comprehensive Assessment System: Driving K-3 Reading and Writing Instruction

By integrating these assessments, K-3 teachers receive comprehensive, actionable data throughout the year, allowing them to modify instruction, target student needs, and deliver more effective reading instruction. This system supports the goal of ensuring all students achieve reading proficiency by the end of third grade.

11

NWEA MAP

Administered BOY, MOY, EOY

MAP Fluency: Aligned to the science of reading, measures oral reading fluency, comprehension, and foundational skills.

MAP Growth: Measures academic achievement and potential growth across the year.

Function: Provides teachers with a deeper understanding of student progress and guides differentiated instruction and interventions.

9-week Interim

Administered every 9 weeks

Purpose: Evaluates students' mastery of specific content and skills taught during the nine week period.

Function: Summarizes student achievement, informs grading, readiness for advancement, and evaluates instructional effectiveness.

Daily Formative Assessments

Administered daily, a critical component of the Instructional Planning Calendars (IPC)

Purpose: Provides ongoing data to monitor mastery of daily objectives.

Function: Allows teachers to adjust instruction in real-time to address gaps and ensure mastery of skills aligned to the TEKS. (e.g. exit tickets, reading response student summary)

Kindergarten: Purpose & Function of Each Assessment



TX-KEA

Administration: Aug. 26-Sept. 13

Purpose: BOY Screener: screen children's school readiness upon their entry into kindergarten

- A combination of teacher- administered direct assessments, child-paced direct assessments, and teacher completed checklists

Function: (State-Required) It helps teachers understand the **general strengths and weaknesses of individual students or the class as a whole**. It informs instructional planning by identifying areas where students may need additional support or challenge.



NWEA-MAP Fluency & Growth

Administration: Aug. 26-Sept. 6 (MAP Growth); Sept. 3-20 (MAP Fluency)

Purpose:

- MAP Fluency-aligned to the science of reading; measures and monitors oral reading fluency, literal comprehension, and foundational reading skills
- MAP Growth-measures a student's academic achievement and potential growth, not grade specific

Function: (MTSS Universal Screener-BOY, MOY, and EOY) It helps teachers get a **general sense for students' academic strengths and weaknesses**, and informs how they should best modify instruction throughout the year to better match student needs.



9-Week Summative

Administration: Week of Oct. 7-11

Purpose: Administered at the end of a learning period to evaluate students' overall learning and mastery of specific content or skills.

Function: It provides a summary of **what students have learned and measures their achievement against predefined standards or learning objectives**. They are often used for grading, determining student readiness for advancement, or evaluating the effectiveness of instructional planning and delivery.

When used together, these assessments offer a comprehensive view of student progress:

- General Overview and Early Identification: TX-KEA helps teachers understand overall classroom readiness and identify areas where students might need additional support or challenge.
- Ongoing Progress Monitoring: NWEA MAP Fluency & Growth assessments allow for continuous progress monitoring and instructional adjustment, ensuring that each student's learning path is supported throughout the year.
- Detailed Mastery Check: The 9-Week Summative provides specific insights into student mastery of the skills taught during each period, helping teachers measure the effectiveness of their instruction and make necessary adjustments.
- Daily Formative Assessments: These daily demonstrations of learning (DOL) (e.g. exit tickets, student summary of learning, targeted comprehension question, reading response) provides teachers with ongoing data to monitor mastery of skills taught. These data points also allow teachers to adjust instruction in real-time to address gaps in learning.

This data-driven approach enables teachers to not only monitor student progress effectively but also to modify their instructional planning and delivery. We are mindful of the time spent on assessments and strive to keep it as minimal and non-intrusive as possible. The information gained from these assessments is directly used to support and enhance instruction.

2nd Grade ELAR Teacher: Using Assessments to Drive Instruction (1/2)

Starting the third week of school, a 2nd-grade teacher gives the **MAP Growth and Fluency** screeners to all students. These assessments help the teacher understand each student's reading skills, such as how well they read aloud and comprehend what they're reading. After reviewing the results, the teacher might notice that some students need extra help with phonics or decoding words, while others are reading fluently but need more work on comprehension.

This data drives their Tier 1 instruction (whole group), where the teacher delivers lessons using the district's high-quality curriculum, Amplify, to ensure all students are working towards mastering grade-level standards also known as the TEKS. In addition to whole group instruction, the teacher sets up Tier 2 small group interventions for students needing more support. For example, during a small group session, students struggling with fluency might practice sounding out words and reading aloud in short bursts, while the rest of the class works independently or in pairs on literacy-based learning stations.

2nd Grade ELAR Teacher: Using Assessments to Drive Instruction (2/2)

On a daily basis, the teacher uses **formative assessments** built into *Amplify*, such as exit tickets and short writing prompts, to check for understanding. These quick checks might include students summarizing what they read that day or writing a few sentences about the main idea of a story. The teacher reviews these **daily demonstration of learnings** to see which students understood the lesson and which students may need reteaching. If needed, the teacher can quickly adjust the next day's lesson to provide extra support for students who struggled.

By the time the teacher reaches the first **9-week interim assessment** in early October, they have a clear picture of how students are progressing. This assessment gives them deeper insight into each student's mastery of skills like reading comprehension and vocabulary. Using this data, the teacher can refine both whole group and small group instruction, ensuring that students are getting the support they need in the months leading up to the **STAAR test**.

This **ongoing cycle of assessments** allows the teacher to stay on top of each student's progress, making sure that instruction is personalized to help every student succeed in reading by the end of the school year.

QUESTIONS

Accelerating Learning at the Core: Strengthening Tier 1 Instruction

September 10, 2024, Workshop

Multi-Tiered System of Supports (MTSS): Why Tier 1 Instruction Matters

Tier 1 – Universal Instruction: The Foundation for All Students

At Tier 1, all students in each grade receive instruction based on the grade-level standards through high-quality, differentiated teaching. This tier focuses on ensuring that at least 80% of students can succeed with this instruction without needing additional interventions. This universal approach includes best practices and differentiated instruction tailored to diverse learning needs. All students benefit from a range of resources, such as assessments, curriculum materials, and instructional strategies targeting both academic and social-emotional development.

Tier 2 – Targeted Group Interventions: Focused Support for Emerging Needs

Tier 2 interventions are designed for students who demonstrate challenges or do not adequately respond to Tier 1 instruction. These supports are typically delivered in small groups, allowing educators to address specific areas where students require additional help. By using evidence-based strategies, Tier 2 aims to assist approximately 5-15% of students who need more targeted support to succeed.

Tier 3 – Intensive, Individualized Interventions: Tailored Strategies for High-Need Students

Tier 3 is reserved for students with the most significant needs, often those who do not respond to Tier 2 interventions. This tier involves frequent and highly individualized support tailored to the unique challenges faced by each student. The interventions are intensive, focusing on providing comprehensive assistance to the 1-5% of students requiring the highest level of support.

What Defines High-Quality Tier 1 Instruction (1/2): Key Features

High-Quality, Standards-Aligned Materials

- Aligns with Texas Essential Knowledge and Skills (TEKS) to ensure rigorous, relevant content.
- Includes built-in supports and scaffolds to differentiate instruction for diverse learners.
- Reflects diverse perspectives and promotes inclusivity, ensuring all students feel represented and engaged.

Systematic and Explicit Grade-Level Instruction

- Follows a sequential plan to introduce new topics and skills, building on previous knowledge logically.
- Directly explains strategies and skills with clear directions and examples.
- Provides ample opportunities for practice, review, and assessment to reinforce learning.

Rigorous, Relevant, and Engaging Lessons

- Clear, measurable learning objectives aligned with standards.
- Ensures lessons are relevant, connecting learning to real-world applications.
- Promotes critical thinking, problem-solving, and collaboration in a dynamic learning environment.

What Defines High-Quality Tier 1 Instruction (2/2): Key Features

Data-Driven Instruction

- Utilizes real-time student data and formative assessments throughout lessons to guide instruction.
- Regularly analyzes academic and behavioral data to inform teaching strategies.
- Provides "just-in-time" instructional adjustments and differentiation to meet students' needs.

Safe and Supportive Classrooms

- Fosters physical, emotional, psychological, and identity safety for all students.
- Establishes routines and builds relationships to create an inclusive environment where every student feels valued.

Commitment to Equity

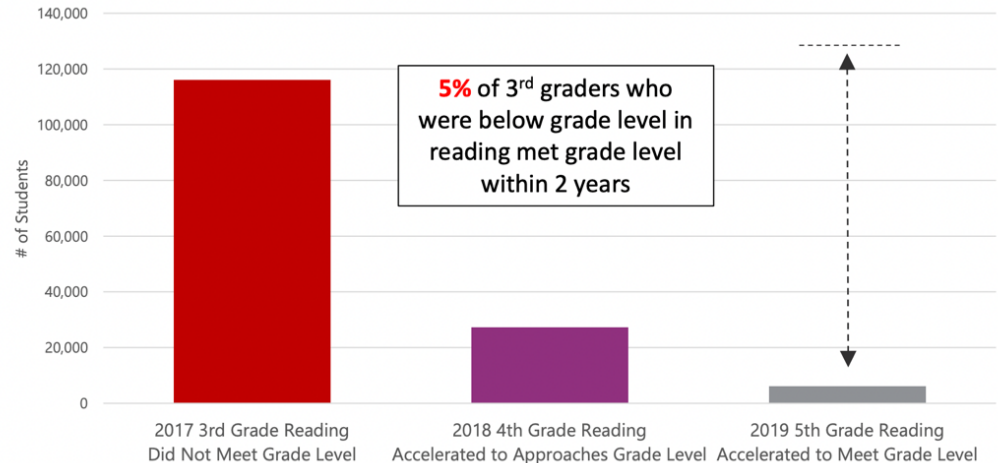
- Provides targeted support for multilingual learners and students with learning differences.
- Implements evidence-based strategies and tailored accommodations to support diverse learners.
- Ensures all students have opportunities to excel and thrive in an equitable educational environment.

Tier 1 Focus Area - Learning Acceleration and Just-in-Time Supports

"Just-in-Time Support" emphasizes providing timely, grade-level-specific assistance to address students' learning needs as they emerge (**the right type or amount of support at the right time – to fill in gaps in learning**). This approach involves carefully planned interventions tailored to the developmental stage and curriculum requirements of each grade.

By delivering targeted support when students need it most, teachers help bridge gaps in understanding, reinforce retention of new concepts, and keep students engaged. The method aims to enhance educational outcomes by ensuring support aligns with the immediate learning processes and challenges that are unique to each grade level.

Historically in Texas, **acceleration** from being **below grade-level** to being **on grade-level** occurs for only **4%** of students across all grades/subjects



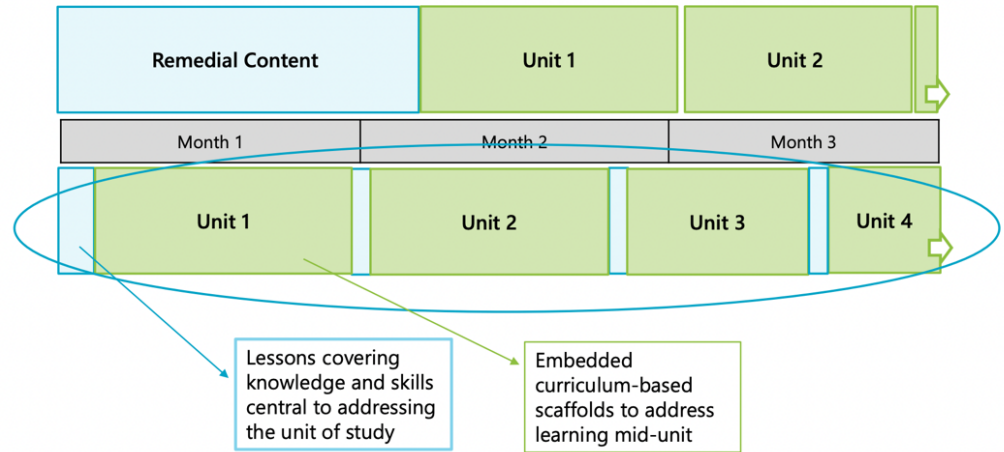
Accelerated Learning versus Remediation

Remediation: Often focuses on drilling students on isolated skills that bear little resemblance to current curriculum. Activities connect to standards from years ago and aim to have students master content from years past.

Accelerated Learning: Strategically prepares students for success in current grade-level content. Acceleration readies students for new learning. Past concepts and skills are addressed, but always in the purposeful context of current learning.

Acceleration with Just-In-Time Intervention

Just-in-time intervention strategically prepares students for success in current grade-level content by providing targeted support for the most **critical, prerequisite content for upcoming units** of study. Previous grade-level concepts and skills are addressed, but always in the context of current learning.



Accelerating Learning through Just-in-time Supports: Key Elements

- Focus on **essential prerequisite skills and knowledge necessary for students to access grade-level content** in upcoming units.
- **Identify gaps** in students' understanding of prerequisite content using curriculum-based, pre-unit assessments.
- Implement **just-in-time lessons and supports within the curriculum** to address identified learning gaps.
- Adjust schedules to allocate sufficient time for Tier 1 instruction and create dedicated blocks for Tier 2 and Tier 3 interventions.
- **Equip teachers and leaders with strategies to effectively deliver just-in-time supports** for critical content areas.
- Regularly **monitor and assess student progress** to ensure effective learning and timely interventions.

"For example, instead of spending weeks covering an entire missed unit in math, teachers can look ahead at the grade-level standards to determine what are the most important skills students need to have and cover that material in a class or two. Or a language arts teacher might see an upcoming text that she thinks might be too challenging for students. Rather than removing it for easier work, the teacher can design scaffolds – specific supports – to help students with understanding key literary concepts and filling in missed background knowledge."

"Students in accelerated classrooms thrived, completing 27% more grade-level lessons than their remediated peers, and mostly regained their pre-pandemic success on grade-level math. Meanwhile, remediated students not only continue to struggle, but fall even further behind in their learning, getting caught in a cycle of missing more and more grade-appropriate content."

Learning Acceleration Guide (TNTP, 2021) | [Speed Up to Catch Up \(HGSE, 2021\)](#)

Tier 1 Focus Area - Ensuring Curriculum-Based Professional Learning (1/2)

Curriculum-based professional learning emphasizes the need for teachers to **actively internalize lessons and engage deeply with the instructional materials they use**. Research indicates that many teachers lack sufficient professional learning opportunities tailored to their curriculum, with most receiving only minimal training.

Curriculum-based professional learning immerses teachers in instructional materials through a series of focused, small-group sessions that emphasize rehearsing lessons, refining teaching strategies, and deepening content knowledge, moving away from brief, one-time workshops to foster continuous improvement and address common challenges.

This method helps teachers become more fluent in implementing rigorous curricula, ultimately enhancing student outcomes.

[The Elements: Transforming Through Curriculum-Based Professional Learning \(Carnegie Corporation, 2020\)](#)

Ensuring Curriculum-Based Professional Learning (2/2)

Fort Worth ISD is advancing through the phases of curriculum-based professional learning to enhance teaching quality and student achievement, moving from initial implementation to consistent, skillful use of instructional materials. This includes maintaining lesson integrity, using supports for diverse learners, internalizing lessons through shared protocols, and engaging in ongoing professional learning and feedback cycles for equitable, grade-level instruction.

- **Initial Implementation:** Teachers begin using instructional materials with established systems for consistent access to grade-level content.
- **Consistent Implementation:** Materials are fully integrated into teaching practices, supported by aligned policies.
- **Sustainability and Innovation:** A state where teachers confidently take ownership of collaborative planning and feedback processes, skillfully leveraging instructional materials and embedded supports to ensure all students meet grade-level expectations.

Tier 1 Focus Area - Enhancing the We Way Coach (1/2): Increasing the Quality and Frequency of “Just-in-Time,” Real-Time Coaching

Real-time coaching is an instructional strategy that delivers immediate, targeted feedback to teachers during active teaching, allowing for quick adjustments and improvements.

Traditional coaching methods are often too broadly focused and time-intensive to drive immediate change at scale, whereas real-time coaching fosters a culture of constant feedback. In this environment, educators receive specific, actionable advice directly in the classroom, promoting continuous professional growth.

This approach encourages teachers to adapt instantly, refine their techniques, and embrace risk-taking, fostering a dynamic learning environment where improvement is ongoing and responsive to real-time needs.

The Effect of Teacher Coaching on Instruction and Achievement: A Meta-Analysis of the Causal Evidence
(Kraft, M., Blazar, D., & Hogan, D., 2018)

Enhancing the Way We Coach (2/2) :

A Vignette on Coaching Better, Smarter, and for Maximum Impact

Most school leaders coach the wrong people. What does that mean?

Consider an 8-week initiative to provide feedback on student work in a small school with three leaders and 23 teachers. After the first day, the leaders observe that three teachers are close to meeting the vision, five teachers are struggling, and fifteen are in the middle.

What do most leaders do? They focus their intensive coaching on the struggling teachers. However, eight weeks later, the strugglers have improved slightly but are still not meeting the standards, the three teachers close to the vision never fully reach it, and the rest show minimal change.

The alternative approach?

- Week 1: Conduct regular weekly coaching meetings with all teachers. Each of the three school leaders selects one of the strongest teachers to prep and practice with for one hour a day. These teachers quickly excel and become models of excellence. The leaders share videos from these classrooms during weekly professional development sessions, celebrate them in school communications, and encourage others to visit their classes.
- Weeks 2-6: Continue regular weekly coaching meetings with all teachers. Each leader focuses on moving one teacher per week to proficiency through more intensive coaching. More videos are shared, and more teachers are celebrated.
- Weeks 7-8: Maintain regular weekly coaching meetings with all teachers and invest heavily in the most struggling teachers.

Outcomes:

- Version 1: Only 13% of your teachers become proficient in the priority area.
- Version 2: 87% of your teachers become proficient in the priority area.

The lesson:

- As a leader, the goal is to get as many teachers as possible to meet standards. Align coaching efforts to achieve this goal effectively.

Tier 1 Focus Area - Comprehensive Assessment System: Driving K-3 Reading and Writing Instruction

By integrating these assessments, K-3 teachers receive comprehensive, actionable data throughout the year, allowing them to modify instruction, target student needs, and deliver more effective reading instruction. This system supports the goal of ensuring all students achieve reading proficiency by the end of third grade.

11

NWEA MAP

Administered BOY, MOY, EOY

MAP Fluency: Aligned to the science of reading, measures oral reading fluency, comprehension, and foundational skills.

MAP Growth: Measures academic achievement and potential growth across the year.

Function: Provides teachers with a deeper understanding of student progress and guides differentiated instruction and interventions.

9-week Interim

Administered every 9 weeks

Purpose: Evaluates students' mastery of specific content and skills taught during the nine week period.

Function: Summarizes student achievement, informs grading, readiness for advancement, and evaluates instructional effectiveness.

Daily Formative Assessments

Administered daily, a critical component of the Instructional Planning Calendars (IPC)

Purpose: Provides ongoing data to monitor mastery of daily objectives.

Function: Allows teachers to adjust instruction in real-time to address gaps and ensure mastery of skills aligned to the TEKS. (e.g. exit tickets, reading response student summary)

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9-Week Summative

Administration: Week of Oct. 7-11

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Function: It provides a summary of **what students have learned and measures their achievement against predefined standards or learning objectives**. They are often used for grading, determining student readiness for advancement, or evaluating the effectiveness of instructional planning and delivery.

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2nd Grade ELAR Teacher: Using Assessments to Drive Instruction (1/2)

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2nd Grade ELAR Teacher: Using Assessments to Drive Instruction (2/2)

On a daily basis, the teacher uses **formative assessments** built into *Amplify*, such as exit tickets and short writing prompts, to check for understanding. These quick checks might include students summarizing what they read that day or writing a few sentences about the main idea of a story. The teacher reviews these **daily demonstration of learnings** to see which students understood the lesson and which students may need reteaching. If needed, the teacher can quickly adjust the next day's lesson to provide extra support for students who struggled.

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QUESTIONS

REPORT ONLY AGENDA ITEM
BOARD MEETING
September 24, 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. **Cesar Chavez Ribbon Cutting** – I had the honor of speaking and participating in the ribbon-cutting ceremony at Cesar Chavez Elementary.
2. **Superintendent Advisory Committees** – I held our first set of superintendent advisory meetings for the 2024-2025 school year, marking the third year of these advisories. I had the opportunity to meet with representatives from the community, business leaders, students, support staff, teachers, parents and principals.
3. **Region 11 TASA Meeting** – I attended this month's Region 11 TASA Study Group meeting.
4. **UEA** – I held my monthly check-in meeting with Steven Poole, with UEA.
5. **Schaefer Advertising** – I, along with members of my cabinet, met with Schaefer Advertising to discuss future collaboration efforts.
6. **Keynote – YWLA Empowering Women Series** – I was honored to speak at their Empowering Women speaker series.
7. **Power of Latinos Summit 2024 – Rebranding the Latino Narrative** – I attended this event focused on fostering public-private cooperation in North Texas to drive equity and socioeconomic mobility for Latinos.
8. **LULAC Chorizo & Menudo Breakfast** – I attended their monthly event.
9. **Longhorn Council Executive Board Meeting** – I attended their quarterly board meeting.
10. **AI in Education Convening: “Primer, Possibilities and Pathways”** – I was invited to attend an executive-level gathering aimed at providing actionable steps for integrating AI into school districts.
11. **Keynote – CIS Event** – I spoke at the 2024 National Leadership Town Hall for Communities in Schools discussing education challenges and how CIS supports our efforts.
12. **OSC Steering Committee Meeting** – I attended the monthly United Way committee meeting.

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

INFORMATION SOURCE:

Dr. Angélica M. Ramsey, Superintendent

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 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

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 8, 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 August 8, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 5, 2024 at 04:30 p.m.

/s/ Cynthia Calderon
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 8, 2024

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

Given under my hand on August 5, 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

School Board Secretary Anael Luebanos, District 8 *Arrived at 5:37 p.m.

Trustee Kevin Lynch, District 5

Trustee Dr. Michael Ryan, District 7

Trustees Absent:

Trustee Tobi Jackson, District 2

Trustee Quinton Phillips, District 3

Trustee Wallace Bridges, District 4

The following administrators were present:

Dr. Angélica M. Ramsey, Superintendent

Dr. Karen Molinar, Deputy Superintendent

Toni Cordova, Chief of Governance and Strategic Communications

Lynda Jackson, General Counsel

1. [5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM](#)

School Board President, Dr. Camille Rodriguez called the meeting to order at 5:36 p.m.

2. [PUBLIC COMMENT](#)

No speakers signed up for Public Comment

3. [LEVEL III GRIEVANCES](#)

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

1. Legal and District Management, Lynda Jackson, General Counsel

The special meeting was recessed at 5:37 p.m. to hear the Level III Grievance of Rufus Anderson and the Level III Grievance of Johnny and Veronica Davila in closed session.

- a. Consider the Level III Grievance of Rufus Anderson (Convene in Closed Session, if necessary)
 - i Presentation by Complainant(s) and/or Representative(s)
 - ii Presentation by District Representative
 - iii Questions from Board Members
- b. Consider the Level III Grievance of Johnny and Veronica Davila (Convene in Closed Session, if Necessary)
 - i Presentation by Complainant(s) and/or Representative(s)
 - ii Presentation by District Representative
 - iii Questions from Board Members
- c. [Consider the Level III Grievance of Sabrina Ball, et al. \(Convene in Closed Session, if Necessary\)](#) [i Presentation by Complainant\(s\) and/or Representative\(s\)](#) [ii Presentation by District Representative](#) [iii Questions from Board Members](#)
- d. Consider the Level III Grievance of Wendi Armstrong (Convene in Closed Session, if Necessary)
 - i Presentation by Complainant(s) and/or Representative(s)
 - ii Presentation by District Representative
 - iii Questions from Board Members
- e. Consider the Level III Grievance of Lisa Essenmacher (Convene in Closed Session, if Necessary)
 - i Presentation by Complainant(s) and/or Representative(s)
 - ii Presentation by District Representative
 - iii Questions from Board Members

4. [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. Hear a Complaint or Charge Against an Officer or Employee (Texas Government Code §551.074)

5. [ACTION ITEMS](#)

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

- A. [Board Deliberation and Render Decision, if any, on the Level III Grievance of Rufus Anderson \(In Open Session\)](#)

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

- B. [Board Deliberation and Render Decision, if any, on the Level III Grievance of Johnny and Veronica Davila \(In Open Session\)](#)

Roxanne Martinez made the motion, seconded by Anne Darr to uphold the Level II decision regarding the issue of timeliness.

The motion was approved.

Yes: Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Kevin Lynch, and Roxanne Martinez

Absent: Anael Luebanos (not on the dais for vote), Quinton Phillips, Tobi Jackson and Wallace Bridges

- C. [Board Deliberation and Render Decision, if any, on the Level III Grievance of Sabrina Ball, et al. \(In Open Session\)](#)

Attorney Cynthia Rincon chaired this grievance.

The special meeting was recessed to move in Executive Session at 8:29 p.m.

The special meeting was reconvened at 9:19 p.m.

Kevin Lynch asked a question.

Anne Darr made a motion, seconded by Anael Luebanos to uphold the Level II decision with the understanding that Library Media Services page will be updated once the Board takes action on relevant policies.

The motion was approved.

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

Absent: Quinton Phillips, Tobi Jackson, and Wallace Bridges

- D. Board Deliberation and Render Decision, if any, on the Level III Grievance of Wendi Armstrong (In Open Session)

Level III Grievance was withdrawn, no action was needed at this time.

- E. Board Deliberation and Render Decision, if any, on the Level III Grievance of Lisa Essenmacher (In Open Session)

Level III Grievance was withdrawn, no action was needed at this time.

6. [ADJOURN](#)

The special meeting was adjourned at 9:27 p.m.

/s/ Cynthia Calderon
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 20, 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 August 20, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 16, 2024 at 04:30 p.m.

/s/ Cynthia Calderon
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 20, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 16, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on August 16, 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
School Board Secretary Anael Luebanos, District 8 *arrived at 5:32 p.m.
Trustee Tobi Jackson, District 2
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

The following administrators were present:

Dr. Angélica M. Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Mohammed Choudhury, Deputy Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Carmen Arrieta-Candelaria, Chief Financial Officer

1. [5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM](#)

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

2. [PUBLIC COMMENT](#)

Speakers:

Sayed Syed

Hollie Plemons

3. [PRESENTATIONS](#)

- A. [Impact of 2024-2025 Reappraisal Plan for Tarrant Appraisal District \(TAD\) and Related 2025 Budget](#) Presenter: Carmen Arrieta-Candelaria, Chief Financial Officer

Chief Financial Officer, Carmen Arrieta-Candelaria, presented the *Impact of 2024-2025 Reappraisal Plan for Tarrant County (TAD) and Related 2025 Budget* presentation.

The special meeting was recessed to move into Executive Session at 6:26 p.m.

4. [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 Public Officer or Employee, Including, but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government §551.076)
- D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 7:23 p.m.

5. [ACTION ITEMS](#)

- A. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer
- a. [Approve Resolution Opposing the Tarrant Appraisal District 2025-26 Reappraisal Plan](#)

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

The motion was approved, 7-2.

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

No: Dr. Michael Ryan and Kevin Lynch

- b. [Approve Resolution Opposing the Tarrant Appraisal District 2025 Budget](#)

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

Before action was taken, Kevin Lynch asked a question.

Dr. Camille Rodriguez called for a short recess at 7:27 p.m. to get the presentation on display. The special meeting was reconvened at 7:32 p.m.

Chief Financial Officer, Carmen Arrieta-Candelaria shared the TAD Budget Summary in response to Kevin Lynch's question.

Anne Darr had a question.

The motion was approved, 7-2.

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

No: Dr. Michael Ryan and Kevin Lynch

6. [ADJOURN](#)

The meeting was adjourned at 7:36 p.m.

/s/ Cynthia Calderon
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 27, 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 August 27, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 23, 2024 at 04:00 p.m.

/s/ Cynthia Calderon
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 27, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 23, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on August 23, 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
School Board Secretary Anael Luebanos, District 8
Trustee Quinton Phillips, District 3
Trustee Tobi Jackson, District 2
Trustee Wallace Bridges, District 4 *Via Zoom
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

The following Staff Members were present:

Dr. Angélica M. Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Mohammed Choudhury, Deputy Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Carmen Arrieta-Candelaria, Chief Financial Officer
Woodrow Bailey III, Chief Talent Officer
Ramesh Krishnamurthy, Chief Technology Officer
Dr. Charles Garcia, Area Superintendent, Learning and Leading Area #1
Dr. Gracie Guerrero, Area Superintendent, Learning and Leading Area #2
Dr. Tamekia Brown, Area Superintendent, Learning and Leading Area #3
Lynda Jackson, General Counsel

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

School Board President, Dr. Camille Rodriguez called the meeting to order at 5:31 p.m.

2. [PLEDGES, VISION, AND MISSION](#)

Led by Paschal High School J.R.O.T.C. Cadets

The Southwest High School SkillsUSA Students led the pledges, vision and mission statements as the Paschal High School J.R.O.T.C. cadets were not available.

3. [RECOGNITIONS](#)

3.A. Recognition of Student Greeters

This recognition was not addressed this evening.

3.B. [SkillsUSA National Championship First Place Teams from Southwest High School](#)

Communications Coordinator, Jessica Becerra, recognized the *SkillsUSA National Championship First Place Teams from Southwest High School*

4. [PUBLIC COMMENT](#)

Speakers:

Mayor Mattie Parker

Amanda Inay

Marisol Ruiz

Bob Willoughby

Sharon Ford-Turner

Reed Bilz

Charles Scott

Susan Walker

Maida Glasgow

Charles Bilz

Willie Wingfield

Leo Vaugh Jr

Shelby Ryon

Jessica Morrison

Trenace Dorsey-Hollins

Brandi Waller-Pace

Caroline James

Hattie Barnes

Stephanie McCartney

J.D. Jimmerson

Molly Hyry

Karen Gonzalez

Hollie Plemons

Daniel J. Bennett

Libby Willis

Jill Jorgensen

Donna Collins

Joe Palmer
Estella Williams
Amie Super
Michael Hyry

5. [PRESENTATION](#)

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

Deputy Superintendent Kellie Spencer introduced Tracy Richter, Vice President of Planning Services at HPM, who presented the *Master Facilities Planning Study Update*.

6. [CALL PUBLIC HEARING TO ORDER](#)

School Board President, Dr. Camille Rodriguez called the public hearing to order.

6.A. [Public Hearing for the Fort Worth Independent School District's 2022-2023 State Compensatory Education Results](#)

Chief Financial Officer, Carmen Arrieta-Candelaria presented the *Fort Worth School District's 2022-2023 State Compensatory Education Results*.

6.B. [Public Comment to Discuss the Fort Worth Independent School District's 2022-2023 State Compensatory Education Results](#)

Speakers:
Hollie Plemons
Amie Super

7. [CLOSE PUBLIC HEARING](#)

School Board President, Dr. Camille Rodriguez closed the public hearing.

8. [CALL PUBLIC HEARING TO ORDER](#)

School Board President, Dr. Camille Rodriguez called the public hearing to order.

8.A. [Public Hearing to Discuss the Proposed 2024-2025 Tax Rates](#)

Chief Financial Officer, Carmen Arrieta-Candelaria presented the *Proposed 2024-2025 Tax Rates* presentation.

8.B. [Public Comment to Discuss the Proposed 2024-2025 Tax Rates](#)

Speakers:
Layne Craig

Hollie Plemons
Donna Collins
Joe Palmer
Kathi Arocha
Katherine Hagood
Amie Super

9. [CLOSE PUBLIC HEARING](#)

School Board President, Dr. Camille Rodriguez closed the public hearing.

10. ACTION ITEM

10.A. [Accept the Certified Appraisal Roll for the Tax Year 2024 for the Fort Worth Independent School District](#)

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

The motion was approved unanimously.

10.B. [Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate](#)

Motion was made by Dr. Camille Rodriguez, seconded by Kevin Lynch, to approve 10.B. Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate.

The motion was approved unanimously.

10.C. [Approve Resolution Fixing and Levying School District Ad Valorem Taxes](#)

Motion was made by Tobi Jackson that the property tax rate be increased by the adoption of a tax rate of 1.0624 which is effectively a 3.47% increase in the tax rate.

Kevin Lynch made a counter motion. Kevin Lynch made a motion to reduce the M&O tax rate by four pennies. Seconded by Dr. Michael Ryan.

Tobi Jackson asked a question.

Anne Darr asked a question.

The motion to reduce the M&O tax rate by four pennies was voted on to make the main motion.

The motion failed, 3-6.

Yes: Anael Luebanos, Dr. Michael Ryan and Kevin Lynch.

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

The original motion was voted on.

Motion was made by Tobi Jackson that the property tax rate be increased by the adoption of a tax rate of 1.0624 which is effectively a 3.47% increase in the tax rate, seconded by Dr. Camille Rodriguez.

The motion was approved, 6-3.

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

No: Anael Luebanos, Dr. Michael Ryan and Kevin Lynch.

10.D. [Approve an Agreement for the Purchase of Attendance Credit \(Option 3\) and Delegate Contractual Authority to the Superintendent](#)

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

Motion was made by Dr. Camille Rodriguez, seconded by Tobi Jackson to approve 10.D. Approve an Agreement for the Purchase of Attendance Credit (Option 3) and Delegate Contractual Authority to the Superintendent.

The motion was approved, 8-1.

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

No: Dr. Michael Ryan.

11. [BOARD COMMITTEE REPORT](#)

No questions or comments were made.

12. [SUPERINTENDENT REPORT](#)

No questions or comments were made.

13. [COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS](#)

Anne Darr made comments.

The meeting was recessed to move into Executive Session at 8:15 p.m.

14. [EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.](#)

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

14.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)

14.B.1. Executive Director of Custodial Services

14.B.2. Executive Director of Grants and Development

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

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

The meeting was reconvened at 9:11 p.m.

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

15.A. Board of Education Meeting Minutes

15.A.1. June 25, 2024 Minutes

15.A.2. July 16, 2024 Minutes

15.A.3. July 23, 2024 Minutes

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

15.B.1. Approve Ratification of 2024-2025 Council of the Great City Schools Membership Fees

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

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

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

15.C.1. a. Approve the Quarterly Investment Report for the Period: April 1, 2024-June 30, 2024

15.C.1. b. Approve the Annual Investment Report for the Period: July 1, 2023 - June 30, 2024

15.C.1. c. Approve Resolution of the Annual Review of Investment Policies and Strategies

15.C.1. d. Approve Annual Time and Attendance Software Hosting

15.C.1. e. Approve Annual Maintenance Renewal for Time and Attendance Software

15.C.1. f. Approve Authorization to Negotiate and Enter into an Agreement for HHSC Medicaid Administrative Claiming (MAC)

15.C.1. g. Approve Contract with ESC Region 11 to Provide Every Student Succeeds Act (ESSA) Equitable Services to Private Nonprofit Schools

15.C.2. Talent Management, Woodrow Bailey III, Chief Talent Officer

15.C.2. a. Approve and Award a Contract Renewal for an Absence Verification System

15.C.2. b. Approve Renewal of the Educational Professional Services Agreement with Teach For America

15.C.3. Safety and Security, Daniel Garcia, Executive Director

15.C.3. a. Approve Purchase and Installation of Perimeter Security Fencing for I.M. Terrell Academy

15.C.3. b. Approve Renewal of Subscription Electronic Visitor Management System for District Campuses and Administrative Facilities

15.C.4. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

15.C.4. a. Approve Purchase of a Student Re-Engagement Program

15.C.4. b. Approve Memorandum of Understanding Between Fort Worth Independent School District and PreK Today

15.D. Learning and Leading, Mohammed Choudhury, Deputy Superintendent

15.D.1. Area #1, Charles Garcia, Area Superintendent

15.D.1. a. Approve 2024-2025 Advanced Placement Exam Fees

15.D.1. b. Approve Collegiate Assessment Curriculum

15.D.1. c. Approve Purchase of Career and Technical Education Data Collection and Analysis Program

15.D.1. d. Approve Purchase of Interim Assessments for Career and Technical Education

15.D.2. Area #2, Dr. Gracie Guerrero, Area Superintendent

15.D.2. a. Approve Purchase of English Language Development Instructional Strategies for Secondary ESL Students and Professional Development for Administrative Staff and Teachers to Accelerate Students' English Language Proficiency for Secondary ESL Students

15.D.2. b. Approve Purchase of an Online English Language Development Platform for K-12 Emergent Bilingual Students to Enhance Their English Language Proficiency

15.D.3. Area #3, Dr. Tamekia Brown, Area Superintendent

15.D.3. a. Approve Agreement Between the Fort Worth Independent School District and Leadership Fort Worth for Admission into the LeaderKids Program in the 2024-2025 School Year

15.D.3. b. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide Job Training for Special Needs Students

15.D.3. c. Approve Memorandum of Understanding Between Tarrant County Hospital District DBA JPS Health Network and FWISD to Provide Educational Services to In-Patient Students

15.D.3. d. Approve Memorandum of Understanding Between Cook Children's Health Care System and Fort Worth Independent School District

15.D.3.e. Approve Purchase of Software Licenses and Training for Special Education Staff

15.E. Operations, Kellie Spencer, Deputy Superintendent

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

15.E.1.a. Approve Contract Renewal for Education Service Center Region 11 Instructional Solutions and Support for the 2024-2025 School Year

15.E.1.b. Approve Purchase of Google G-Suite for Education Enterprise License Renewal

15.E.1.c. Approve Ratification of Purchase of Network Server Storage for Virtual Server Environment

15.E.2. Maintenance and Operations, David Guerra, Executive Director

15.E.2.a. Approve Purchase of Fire Extinguishers and Venthhood System Inspection Services

15.E.2.b. Approve Purchase of Fire Sprinkler and Backflow System Inspection Services

15.E.3. Transportation, Myron Wilson, Executive Director

15.E.3.a. Approve Authorization to Negotiate and Enter into Contracts for Alternative Shuttle Services

Anne Darr abstained from consent agenda items: 15.C.1.g and 15.E.1.a.

Kevin Lynch requested to pull consent agenda item 15.D.1.a.

Motion was made by Quinton Phillips, seconded by Anne Darr to approve Consent Agenda items excluding 15.D.1.a.

The motion was approved unanimously.

16. [ACTION ITEMS](#)

16.A. [Item/Items Removed from Consent Agenda](#)

Agenda Item 15.D.1.a. *Approve 2024-2025 Advanced Placement Exam Fees*

No action was taken on this item at this time.

16.B. [Personnel](#)

16.B.1. [Executive Director of Custodial Services](#)

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

The motion was approved, 8-1.

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

Abstain: Wallace Bridges

16.B.2. [Executive Director of Grants and Development](#)

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

The motion was approved, 8-1.

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

Abstain: Wallace Bridges

16.C. [Governance and Strategic Communications, Toni Cordova, Chief](#)

16.C.1. [Approve Selection of a Delegate and an Alternate to the 2024 Texas Association of School Boards \(TASB\) Delegate Assembly Meeting on September 28, 2024](#)

Motion was made by Dr. Michael Ryan to appoint Quinton Phillips as Delegate and Wallace Bridges as Alternate, seconded by Tobi Jackson.

The motion was approved unanimously.

16.D. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

16.D.1. Legal and District Records Management, Lynda Jackson, Senior Counsel

16.D.1. [a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code](#)

Motion was made by Anne Darr to approve the administration recommendation and propose the termination of Timothy Muller's probationary employment contract for good cause in accordance with Chapter 21 of the Texas Education Code. Seconded by Dr. Michael Ryan.

The motion was approved unanimously.

There was a second proposed termination action item under 16.D.1.a.

Motion was made by Tobi Jackson to approve the administration recommendation and propose the termination of Jerome Jones probationary employment contract for good cause in accordance with Chapter 21 of the Texas Education Code. Seconded by Dr. Michael Ryan.

The motion was approved unanimously.

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

No action was taken on this item.

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

No action was taken on this item.

16.D.1.d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this item.

16.D.2. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

16.D.2. [a. Approve Ratification of the Ready to Learn In-School Campus Markets](#)

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

Motion was approved unanimously.

16.D.2. [b. Approve First Reading - Revisions to Board Policies EFA \(Local\) and EFB \(Local\)](#)

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

Kevin Lynch asked a question.

The motion was approved unanimously.

16.E. Learning and Leading, Mohammed Choudhury, Deputy Superintendent

16.E.1. Area #2, Dr. Gracie Guerrero, Area Superintendent

16.E.1. [a. Approve Measure of Academic Progress Growth for Math, Reading, Science and Reading Fluency Progress Monitoring for the 2024-2025 School Year](#)

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

The motion was approved unanimously.

16.F. Operations, Kellie Spencer, Deputy Superintendent

16.F.1. Technology, Ramesh Krishnamurthy, Chief Information Officer

16.F.1. [a. Approve Authorization to Negotiate and Award Contract for Fiber, Wide Area Network Upgrade \(E-Rate Eligible\)](#)

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

Tobi Jackson made a comment.

The motion was approved unanimously.

16.F.2. Transportation, Myron Wilson, Executive Director

16.F.2. [a. Approve Purchase of Student Transportation Management System](#)

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

Tobi Jackson made a comment.

The motion was approved unanimously.

16.F.3. Facility Planning and Rental, Mike Naughton, Executive Director

16.F.3. [a. Approve Acquisition of Abstract 1133 Tract 1A01 of the James B. Martin Survey and Lots E, F, and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 5705 Meadowbrook Drive, 701 W. Jessamine Street and 2274 Hemphill Street at Current Market Value](#)

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

The motion was approved unanimously.

16.F.3. [b. Approve Acquisition of Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 Meadowbrook Drive](#)

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

The motion was approved unanimously.

16.F.4. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

16.F.4. a. [Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program](#)

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

The motion was approved unanimously.

16.F.4. b. [Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Leonard Middle School in Conjunction with the 2021 Capital Improvement Program](#)

Motion was made by Quinton Phillips, seconded by Anne Darr.

The motion was approved unanimously.

16.F.4. c. [Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program](#)

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

The motion was approved unanimously.

16.F.4. d. [Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Workforce-Based High School in Conjunction with the 2021 Capital Improvement Program](#)

Motion was made by Quinton Phillips, seconded by Anne Darr.

The motion was approved unanimously.

16.F.4. e. [Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program](#)

Motion was made by Anne Darr, seconded by Quinton Phillips.

The motion was approved unanimously.

16.F.4. f. [Approve the Consolidation of McLean 6th and McLean Middle School](#)

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

Roxanne Martinez made a comment.

Anne Darr asked a question.

Kevin Lynch made a comment.

The motion was approved unanimously.

16.F.4. g. [Consider and Take Action on a Resolution Modifying the List of Projects to be Financed from Bonds Authorized at the District's 2021 Bond Election; and Resolving Other Matters in Connection Therewith](#)

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

The motion was approved unanimously.

16.F.4. h. [Approve the Budgets and Adjustments Transferring Funds from McLean MS and McLean 6th Grade Projects and from Interest to McLean Consolidation to Accommodate Future Program Needs for the 2021 Bond Projects](#)

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

The motion was approved unanimously.

16.F.4. i. [Approve Termination of Previously Approved Architectural Services, Engineering Services, and Professional Services Contracts for W.P. McLean Middle School and 6th Grade, and Enter into New Contract for Architectural Services, Engineering Services, and Professional Services for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program, Contingent on Board Approval of Consolidation and Budget Transfer](#)

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

The motion was approved unanimously.

16.G. [Election of Board of Education Officers](#)

Superintendent of Schools, Dr. Angélica M. Ramsey oversaw this agenda item.

Motion was made by Kevin Lynch to recommend Roxanne Martinez as Board President, seconded by Anne Darr.

The motion was approved unanimously.

Next voting was for additional positions.

Motion was made by Roxanne Martinez to recommend Tobi Jackson as First Vice President, seconded by Dr. Michael Ryan.

The motion was approved unanimously.

Motion was made by Kevin Lynch to recommend Dr. Michael Ryan as Second Vice President, seconded by Tobi Jackson.

The motion was approved unanimously.

Motion was made by Tobi Jackson to recommend Anael Luebanos as Secretary, seconded by Dr. Michael Ryan.

The motion was approved unanimously.

Roxanne Martinez made a comment.

17. ADJOURN (OTHER)

The meeting was adjourned at 9:38 p.m.

/s/ Cynthia Calderon
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION OF RENTAL AUDIO AND VISUAL EQUIPMENT AND SERVICES FOR THE 2024-2025 CONVOCATION

BACKGROUND:

This ratification is for the purchase of rental equipment and services provided by the vendor for the district-wide Convocation event that was held at Wilkerson-Greines on August 6, 2024. Rented video, audio, lighting, draping and staging equipment was secured for the venue to enhance and ensure a high-quality experience for attendees at both program sessions. Set-up and strike crew technicians, camera operators, and audio/visual engineers were included in the rental package to support the event.

STRATEGIC GOAL(S):

- 2 - Improve Operational Effectiveness and Efficiency
- 4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Ratification of Rental Audio and Visual Equipment and Services for the 2024-2025 Convocation
2. Decline to Approve Ratification of Rental Audio and Visual Equipment and Services for the 2024-2025 Convocation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Rental Audio and Visual Equipment and Services for the 2024-2025 Convocation

FUNDING SOURCE: Additional Details

General Fund 199-13-6264-CON-104

COST:

\$70,000

VENDOR(S)/ PROVIDER(S):

Athans Audio Visual LLC

PURCHASING MECHANISM:

Competitive Solicitation

FWISD RFP 21-085

The above solicitation has been awarded 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:

Rented audio/visual equipment, set-up/strike crews and operator services, and event draping was secured to enhance an experience for all staff attendees at Convocation

INFORMATION SOURCE:

Toni Cordova, Chief of Governance & Strategic Communications

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Invoice

Date		Invoice #
8/6/2024	MULTIPLE	12577

BILL TO:

SHIP TO:

Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Mike
*1.5% late fee will be charged for invoices received 30 days past term date.	

Quantity	Description	Price Each	Amount
	PO # Darrell Pryor Executive Director Special Projects & Strategic Communications Fort Worth Independent School District 817.814.0000 darrell.pryor@fwisd.org www.fwisd.org 7060 Camp Bowie Blvd., Fort Worth, TX 76116 Cell: 214-354-1968 2024 FORT WORTH ISD CONVOCATION NOTES: Five Day Rental, Three Day Charge Setup On August 2nd FOH in Northeast Corner Band in Northwest Corner 28 x 60 x 30 Stage Centered in the Arena DJ on North Side Will have Power Point Slides and Movies VIDEO		

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
		Sales Tax (0.0%)
		Payments/Credits
		Balance Due

AAV-Athans Audio Visual LLC
 7443 Airport Freeway
 Richland Hills, TX 76118



Invoice

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WILKERSON GREINES
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Terms*	Rep
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Quantity	Description	Price Each	Amount
4	7.5' x 13.5' Widescreen Aspect Fast Fold Screen with Dress Kit (On 15' Truss Towers) 15' (See Mike and Reggie For Placement) (Two on the North and Two on the South) @ \$450 Each Per Day For Three Days	1,350.00	5,400.00
8	Skirted 15' Truss Towers (For Screens) 15' @ \$150 Each (One Day Rental)	150.00	1,200.00
4	Panasonic PT-RQ18KU projectors 15K (With Short Throw Lenses) @ \$1500 Each Per Day For Three Days	4,500.00	18,000.00
2	Panasonic CX350 1080P HD Camera with Tripod (One on the North, South, East and West Sides Of Stage) @ \$350 Each Per Day For Three Days	1,050.00	2,100.00
2	FWISD to supply two cameras (Total Of Four) SpiderPod Platform To Elevate Camera And Operator, Surrounded By Black Pipe & Drape @ \$250 Each Per Day For Three Days	750.00	1,500.00
1	FWISD To Supply 2 Spiderpods Or Platform Laptop Computer with Windows 10 and Microsoft Office 2021 for PowerPoint / Slide Decks @ \$200 Each Per Day For Three Days	600.00	600.00
1	Apple Playback Pro for Digital Video Playback / Management @ \$300 Each Per Day For Three Days	900.00	900.00

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
		Sales Tax (0.0%)
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		Balance Due

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 Richland Hills, TX 76118



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WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
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Quantity	Description	Price Each	Amount
1	BlackMagic Seamless HD Matrix Switcher for 16x9 Widescreen Aspect Ratio Display - (multiple independently switchable outputs, seamless switching between laptops, save and store logo slide, and full program recording capabilities) - to include 2 LCD Preview Monitors / 2 Audio monitors / Multiple projector-specific converter boxes. @ \$650 Each Per Day For Three Days	1,950.00	1,950.00
1	BlackMagic Mini Hyper Deck for Digital Video Recording. Video will be recorded in MP-4 format. If client prefers higher quality (MOV) please let Athans know beforehand (There will be an upcharge for this service). (One Day Rental)	300.00	300.00
2	Scaffolding (For The Two North Projectors) @ \$41 Each Per Day For Three Days	123.00	246.00
1	Speaker Timer Package - Includes Timer Software and 24" LCD Display Monitor With 4 - Monitors @ \$300 Each Per Day For Two Days	600.00	600.00
8	AUDIO Digital Wireless Countryman LAV System @ \$165 Each Per Day For Three Days	495.00	3,960.00
4	Digital Wireless Hand Held Microphone System @ \$150 Each Per Day For Three Days	450.00	1,800.00
1	Behringer X32 Digital Mixer @ \$300 Each Per Day For Three Days	900.00	900.00

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
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WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Mike
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Quantity	Description	Price Each	Amount
1	XLR Snake (Digital) 300' With 2 Behringer Stage Boxes (One Day Rental)	300.00	300.00
1	Audio Crab DI Box For Phone Or Laptop Sound Connection (Playback Pro) @ \$55 Each Per Day For Three Days	165.00	165.00
4	QSC 122i Powered Speaker (Stage monitors For The Band) (Northwest Corner By Screen) @ \$125 Each Per Day For Three Days	375.00	1,500.00
6	SM58 Wired Microphone (For Drums) @ \$50 Each Per Day For Three Days	150.00	900.00
2	SM58 Wired Microphones For Band Singers)	50.00	100.00
	LIGHTING		
2	Ground Supported Stage Wash Package (Includes 2 Skirted Truss Towers, Up To 6 LEKO Fixtures, 2 Dimmers, 1 Lighting Control Board) (TWO on West side ,TWO on East Side) (Stage Size: 28 x 60 x 30)	700.00	1,400.00
4	Skirted Truss Tower (Small ones) For Splash GOBO's on North and South Gray Panels	150.00	600.00
16	ColoRADO Zoomable 105w LED Light (4 in Each Set Of Corner Stairs) (Set Static)	75.00	1,200.00
4	Lekos (One Per Each Inner Corner Of Screens (Truss) To Light The North And South Sides Of The Stage)	75.00	300.00
8	ColoRADO Zoomable 105w LED Light (Two per lighting truss per tower) (Bring Additional)	75.00	600.00
	SCENIC		

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
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WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
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Quantity	Description	Price Each	Amount
80	Black Pipe & Drape (From Graduation) (TCU)	16.00	1,280.00
80	Black Pipe & Drape (40' Per Side Of Screens On the North Stairs)	16.00	1,280.00
120	Black Pipe & Drape (50' Per Side Of Screens On the South Stairs)	16.00	1,920.00
80	Black Pipe & Drape For The Wings Of The Four Screens (Each Wing On The North Wall MUST Be Two Feet Wide.	16.00	1,280.00
80	Black Pipe & Drape (For Screen Skirts) Use Tie Backs For The North Screens)	16.00	1,280.00
40	Black Pipe & Drape (On Landing, For The North Screens) To Box In Rear Screens	16.00	640.00
40	Black Pipe & Drape (On Landing, For The South Screens) To Box In Rear Screens	16.00	640.00
2	30' Scissor Lifts 650lbs (Genie SLC, One Man Lift) Weight Capacity =5000lbs	1,750.00	3,500.00
	Special Discount	-1,816.00	-1,816.00
2	LABOR AUGUST 2nd (Friday) Technicians To Set Equipment @ \$150 (From Graduation) (TCU)	300.00	600.00
1	AUGUST 4th (Sunday) 9am Setup Day Audio Engineer @ \$600 Day Rate	600.00	600.00

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
		Sales Tax (0.0%)
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WILKERSON GREINES
 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Mike
*1.5% late fee will be charged for invoices received 30 days past term date.	

Quantity	Description	Price Each	Amount
1	Video Engineer @ \$600 Day Rate	600.00	600.00
1	Lighting Engineer @ \$600 Day Rate	600.00	600.00
5	AV Technicians To Assist Set @ \$600 Day Rate	600.00	3,000.00
AUGUST 5th (Monday) Rehearsals 8am-10am, 11am- 12 12-1pm (Lunch) 2pm-5pm, 5pm-6pm, 6:30pm-8pm Times Subject To Change)			
1	Audio Engineer @ \$600 Day Rate	600.00	600.00
1	Video Engineer @ \$600 Day Rate	600.00	600.00
1	Lighting Engineer @ \$600 Day Rate	600.00	600.00
2	Camera Operator @ \$600 Day Rate FWIS To Supply Two Camera Operators	600.00	1,200.00
1	Technical Director @ \$650 Day Rate	650.00	650.00
August 6th Event Day 10am-11:30am, 1:30pm-3pm			
1	Audio Engineer Operate/Strike@ \$600 Day Rate	600.00	600.00
1	Video Engineer Operate/Strike @ \$600 Day Rate	600.00	600.00
1	Lighting Engineer Operate/Strike @ \$600 Day Rate	600.00	600.00
2	Camera Operator Operate/Strike @ \$600 Day Rate FWISD To Supply Two Camera Operators	600.00	1,200.00
1	Technical Director Operate/Strike@ \$650 Day Rate	650.00	650.00
2	AV Technicians To Assist Strike @ \$300 Half Day Rate	300.00	600.00

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal
		Sales Tax (0.0%)
		Payments/Credits
		Balance Due

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 SEE TIMES AND DATES BELOW

Terms*	Rep
Due upon completion	Mike
*1.5% late fee will be charged for invoices received 30 days past term date.	

Quantity	Description	Price Each	Amount
1	Delivery - Ft. Worth - Large Truck THE EQUIPMENT/LABOR IS NOT RESERVED AT THIS TIME. WE CANNOT GUARANTEE AVAILABILITY UNTIL YOUR ORDER IS CONFIRMED AND METHOD OF PAYMENT HAS BEEN ESTABLISHED. PLEASE CONTACT YOUR ATHANS AUDIO VISUAL SALES REPRESENTATIVE TO CONFIRM THE ORDER AND ARRANGE METHOD OF PAYMENT AS SOON AS POSSIBLE. ATHANS AUDIO VISUAL DOES NOT SUPPLY HOT SPOT OR WIFI SERVICES. THANK YOU FOR CHOOSING ATHANS AUDIO VISUAL.	175.00	175.00 0.00T

Fort Worth 817-616-5561 Dallas 214-752-3333 Toll Free 866-355-3595 Fax 817-616-5565	Email sales@AthansAudioVisual.com	Subtotal	\$70,000.00
		Sales Tax (0.0%)	\$0.00
		Payments/Credits	\$0.00
		Balance Due	\$70,000.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE COOPERATIVE AGREEMENT TO PROVIDE CERTAIN
MEDICAL SERVICES AND PROGRAMS TO ALL FORT WORTH ISD CAMPUSES**

BACKGROUND:

Through the use of technology, extensive pediatric expertise, and a unique care delivery platform customized for schools, this program brings on demand pediatric specialized providers into the school nurses office. The program also provides medical supplies and testing capabilities to diagnose and treat common ailments including strep, flu and COVID-19. In addition to the telehealth services, this program also provides on-site well-child visits (annuals) and sport physicals.

With over 75% of our students either on Medicaid or uninsured, the families in our District face issues with access to care and as a result often go untreated. Through this program, Fort Worth ISD will be able to immediately evaluate students' health, send healthy kids back to class where they are counted present and continue to learn, identify sick students and treat their symptoms, like fever or nausea on the spot, use onsite testing to diagnose the students, electronically send prescriptions to the pharmacy as needed, and immediately begin social distancing when necessary to prevent further spread.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Cooperative Agreement to Provide Certain Medical Services and Programs to All FWISD Campuses
2. Decline to Approve Cooperative Agreement to Provide Certain Medical Services and Programs to All FWISD Campuses
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Cooperative Agreement to Provide Certain Medical Services and Programs to All FWISD Campuses

FUNDING SOURCE: Additional Details

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Goodside Health Medical, PLLC

PURCHASING MECHANISM:

Not a Purchase

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

All FWISD Schools
School-Based Health Partnerships

RATIONALE:

The School-Based Health Department coordinates health services (behavioral, vision, medical, and dental) for students throughout the District. The vast majority of these services are at no cost to the District or the family. Approval would allow students who would otherwise go untreated access to health services. These services improve the return to class rate of students who otherwise would be sent home. Additionally, it offers on-site well-child and sport physicals.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

SCHOOLMED AGREEMENT COOPERATIVE AGREEMENT
Between The
Fort Worth Independent School District And Goodside Health

This Cooperative Agreement (the "*Agreement*") is agreed upon and entered by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas ("*District*") and Goodside Health Medical, PLLC ("*Company*") collectively ("*Parties*") and is effective upon full execution.

RECITALS

WHEREAS, Company wishes to provide certain programs and services on District's campuses, which may include, but are not limited to, in-school telehealth, in-school preventative health services, and ongoing access to healthcare services and testing as determined mutually by the Parties ("*SchoolMed*"); and

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such services to its community;

NOW, THEREFORE, Company and District agree as follows:

AGREEMENT

Section 1. Company Services. The Company will provide the services described in **Section 3.1** subject to the terms and conditions in the Agreement, including the following provisions:

- 1.1 The Company's services are not intended to be provided on an emergency care basis. Company does not guarantee that its medical providers will be available within any particular time frame, and District shall not rely on the availability of any medical providers provided by Company during any specified time frame or for any particular instance. To the extent an individual requires emergency assistance, the District shall follow District protocols and procedures to provide such emergency assistance and shall not rely on Company for the provision of any emergency assistance.
- 1.2 The Company will provide services to individuals who opt-in to receive such services by completing the registration process and any forms requested by the Company.
- 1.3 The District will work with Company as needed to mutually agree to and update the Scope of Practice, which is outlined in Section 3.1, provided under the SchoolMed program over time. Both Parties acknowledge and agree that telehealth may not always be the appropriate form of treatment and as a result, Company's medical providers may, at their sole medical discretion, refuse service to any prospective patient.
- 1.4 Company will provide virtual and/or in-person training for the District's nurses and/or care deliverer, as deemed appropriate by Company in collaboration with the District.
- 1.5 Company will provide, in its sole discretion, over-the-counter medications and medical supplies as described in Section 3.2 below, at no charge to the District, based on reasonably anticipated demand only for routine treatment scenarios.

Section 2. Term of Agreement. This Agreement shall commence on August 1, 2024 or the date of execution, whichever date is later, and end on July 31, 2027 (the "*Initial Term*"). Provided that the Agreement is still in effect, this Agreement may be renewed by mutual written agreement for an additional two (2) one year periods commencing at the expiration of the Initial Term or any applicable renewal term (collectively, the "*Term*"). Either Party may provide written notice to the other Party as it is written in Section 11 of the Agreement of their intent to terminate the Agreement with a notice period of at least sixty (60) days.

- 2.1 **Investment.** There is no cost to the District. However, there is an expectation that the District will utilize the program to ensure the supplies, medications, and tests provided are utilized prior their expiration in order to be good stewards of the investment. The Company will have the right to bill a patient's insurance provider, and/or parent/caregiver for services provided through the SchoolMed program, including for any medications, medical supplies, and testing, as deemed appropriate by the applicable medical provider.

Section 3. Scope of Practice. The Company may provide the following services as part of its Scope of Practice pursuant to the SchoolMed program:

- 3.1 Company may provide the following services:
- (a) Provide telehealth services to students and/or staff in the District from whom consent for the program has been received. Students, or their parents or guardians as applicable, and staff must complete the required consent form before receipt of any services.
 - (b) The Company in its sole discretion may provide medical professionals onsite for the delivery of medical services to students and/or staff, including but not limited to services provided by the Company that can improve population health.
 - (c) Provide access to the school nurse, school counselor, and/or care deliverer of the following items, to be used in conducting SchoolMed services:
 - (i) Over-the-counter medications, as deemed reasonably necessary by the Company, in its sole discretion.
 - (ii) Lab testing equipment and supplies, as deemed reasonably necessary by the Company, in its sole discretion.
 - (iii) Various medical supplies, as deemed reasonably necessary by the Company, in its sole discretion.
 - (iv) iPad or similar device.
 - (v) All appropriate software; and
 - (vi) Other diagnostic tools, as deemed reasonably necessary by the Company, in its sole discretion.
- 3.2 District agrees to provide the following:
- (a) To the extent possible, commit to the implementation of in-school telehealth across the District that follows the Company's implementation process which includes, but is not limited to, the process of identifying schools that are best suited for phased implementation, and the expansion plans to additional sites and/or services based on campus utilization and readiness.
 - (b) On-site access to mutually identified campuses for in-person health care services (such in-person health care services provided at the Company's sole discretion) that may include services such as screenings, wellness, preventative care, point of care testing, and other similar offerings by Company which may improve individual and population health.
 - (c) Partner with the Company to ensure that students and/or staff who have consented to the SchoolMed program are available to receive the services including assisting Company with scheduling onsite wellness and preventative care services to be delivered by Company.
 - (d) District shall integrate Company's consent form with its online student enrollment system (i.e., SIS) as soon as reasonably possible, but in no event later than the beginning of early online student enrollment for the upcoming school year. District shall provide Company with directory-level data for all students, including basic demographic and contact information. All Data provided by District to Company will be governed by the Data Sharing Agreement between the Parties.
 - (e) Provide the information required for students and/or staff to provide consent for SchoolMed prior to early online student enrollment, and throughout the student enrollment process and school year, by utilizing various platforms, such as social media, direct parent emails, and other applicable district communication methods. District shall regularly provide student consent

- information to the Company using an SFTP site.
- (f) Provide qualified school nurses and/or care deliverers on-site to facilitate access to and performance of Company's services.
 - (g) Provide high-speed internet access at all District schools.
 - (h) Provide patients with private HIPAA-compliant location(s) for their care.
 - (i) Conduct semiannual partner business review meetings at or around the end of each semester.

The provisions of this Agreement apply to services provided by the Company on all mutually identified District campuses and facilities, hereby attached and incorporated into this Agreement.

Section 4. Supervision. Instruction and oversight of the SchoolMed program shall be under the direction and responsibility of Company. Company agrees to secure necessary forms, signed by parent/guardian when applicable, for students and staff who wish to consent to the receipt of the services. Any District personnel performing SchoolMed tasks must be trained and pass a competency assessment administered by the Company prior to commencing any tasks.

Section 5. Non-renewal of Contract. This Agreement may be terminated by either Party by providing the other party with written notice of non-renewal at least 30 days prior to the expiration of the Term, as provided in Section 2, without financial penalty.

Section 6. Compliance with Laws. This Agreement shall be governed by the laws of the State of Texas. Company agrees to abide by all District policies, directives, and guidelines, local ordinances, and state and federal laws in the provision of its services, activities, or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.

Section 7. Hold Harmless Agreement. THE PARTIES AGREE THAT COMPANY IS AN INDEPENDENT COMPANY AND SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ITS EMPLOYEES AND INDEPENDENT CONTRACTS. COMPANY SHALL PROVIDE, IF REQUIRED BY STATE LAW, WORKERS' COMPENSATION AND LIABILITY INSURANCE NECESSARY TO PROTECT ITSELF FROM LIABILITY FOR INJURIES OR DAMAGES. FURTHER, COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE WITHHOLDING AND/OR PAYMENT OF ANY EMPLOYMENT-RELATED TAXES OR CONTRIBUTIONS IMPOSED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL ENTITY. THE COMPANY AGREES TO HOLD THE DISTRICT HARMLESS FROM ANY AND ALL LIABILITY THAT THE DISTRICT MAY INCUR, INCLUDING WITHOUT LIMITATION, DAMAGES OF EVERY KIND AND NATURE, OUT-OF-POCKET COSTS, AND LEGAL EXPENSES, INCURRED BY REASON OF THE COMPANY'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL CONDUCT, OR BREACH OF THIS AGREEMENT; PROVIDED, HOWEVER, COMPANY SHALL NOT HOLD DISTRICT HARMLESS FOR ANY LIABILITY RESULTING FROM DISTRICT'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE COMPANY FURTHER AGREES TO HOLD THE DISTRICT HARMLESS FROM ANY AND ALL LIABILITY TO A THIRD PARTY THAT THE DISTRICT MAY INCUR, INCLUDING DIRECT DAMAGES, OUT-OF-POCKET COSTS, AND LEGAL EXPENSES, INCURRED BY REASON OF THE COMPANY'S GROSS NEGLIGENCE; PROVIDED, HOWEVER, COMPANY SHALL NOT HOLD THE DISTRICT HARMLESS FOR ANY THIRD PARTY LIABILITY RESULTING FROM SUCH DISTRICT'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 8. Indemnification. COMPANY SHALL INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS ASSERTED BY THIRD PARTIES OR COMPANY PERSONS AGAINST THE DISTRICT

ARISING OUT OF THE SERVICES PERFORMED BY COMPANY PERSONS UNDER THIS AGREEMENT. FOR PURPOSES OF THIS PROVISION: (I) "CLAIMS" SHALL INCLUDE ANY AND ALL CLAIMS, SUITS, COMPLAINTS, AND PROCEEDINGS OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, CLAIMS CONCERNING PROPERTY, PERSONAL INJURY OR DEATH, INFRINGEMENT OF INTELLECTUAL PROPERTY, UNLAWFUL DISCLOSURE OF CONFIDENTIAL OR PROTECTED INFORMATION, OR VIOLATION OF STATUTES OR REGULATIONS, ARISING IN WHOLE OR PART FROM OR RELATED IN ANY WAY TO THE SERVICES BEING PROVIDED OR TO BE PROVIDED BY COMPANY UNDER THIS AGREEMENT; (II) "COMPANY PERSONS" SHALL INCLUDE ANY AND ALL COMPANY EMPLOYEES, OFFICERS, DIRECTORS, AND VOLUNTEERS UNDER THE SUPERVISION OF THE COMPANY; AND (III) "DISTRICT" SHALL INCLUDE DISTRICT AND ITS WORKERS, OFFICERS, AND OTHER BOARD MEMBERS, REPRESENTATIVES, AND AGENTS. IF DISTRICT RECEIVES NOTICE OR ASSERTION OF A CLAIM ASSERTED AGAINST IT BY A THIRD PARTY, FOR WHICH COMPANY IS OBLIGATED TO INDEMNIFY DISTRICT UNDER THIS AGREEMENT, DISTRICT SHALL HAVE COMPANY REASONABLY PROMPT WRITTEN NOTICE THEREOF. COMPANY SHALL HAVE THE RIGHT TO PARTICIPATE IN OR ASSUME THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM, AND DISTRICT SHALL COOPERATE IN GOOD FAITH IN SUCH DEFENSE. IN THE EVENT COMPANY ASSUMED THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM, IT SHALL HAVE THE RIGHT TO TAKE SUCH ACTION AS IT DEEMS NECESSARY TO AVOID, DISPUTE, DEFEND, APPEAL, OR MAKE COUNTERCLAIMS PERTAINING TO ANY SUCH THIRD PARTY CLAIM IN THE NAME AND ON BEHALF OF DISTRICT.

Section 9. Confidentiality and Data Sharing. Company shall maintain strict confidentiality of all information, data, or records relating to students of the District and shall not disclose student information. Company recognizes that completion of the Data Sharing Agreement included herein as **Addendum A** ("Data Sharing Agreement") is required if the Company is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation. Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the "Privacy Standards"), the Security Standards, 45 C.F.R. Part 160, 162 and 164 (the "Security Standards"), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act ("HITECH"), and any other federal, state, or local law which governs patient information (all federal and state statutes referenced herein, collectively, "*Privacy Regulations*"), when applicable, shall control over the terms of this Agreement with regard to Company providing information to the District regarding any person. See the Data Sharing Agreement for additional data-sharing terms.

Section 10. Assignment. The rights, responsibilities, and duties under this contract are personal to the Company and must not be transferred or assigned without the express prior written approval of the District.

Section 11. Written 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 must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Company:
Attention: Peter Morrison, Chief Strategy Officer
Address: 1701 River Run, Suite 302,
Fort Worth, Texas 76107
Email: pm@goodsidehealth.com

If to the District Fort Worth Independent School District
Attention: Ottis Goodwin
Address: 215 N.E. 14th St., Room 218, Fort Worth, TX 76164
Email: Ottis.Goodwin@fwisd.org

With Copies to: Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

Section 12. Criminal Background Check and Accident and Incident Reporting

- 12.1 The Company must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Company working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Company must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Company. If the Vendor is the person, owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- 12.2 The Company must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Company must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a district-approved third-party company at the Company's expense, must identify the Company's employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Dru Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Company's violation of any portion of this section constitutes a breach of contract.
- 12.3 The Company agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.
- 12.4 The Company must give notice to the District prior to performing services under this Contract if the Company or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.
- 12.5 The Company agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Company has information that may be detrimental to the health or safety of any students or that may inhibit the Company's performance of this agreement.
- 12.6 The Company must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility

where students are present, Company agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Company agrees that all staff members will abide by such laws in a timely manner.

- 12.7 The Company must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Company's supervision.

Section 13. Inappropriate Behavior

- 13.1 Sexual harassment of employees of the Company, employees of the District, or students of District by Company or Company's employees is strictly forbidden. Any employee of the Company who is found to have engaged in such conduct is subject to immediate removal from District property.
- 13.2 Company and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>. In the event that Company or an individual under its control violates a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Company to exclude the violating individual from performing services under this Agreement.
- 13.3 The Company will be responsible to the District for acts and omissions of the Company's employees, Subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Company. It is understood and agreed that the relationship of Company to District will be that of an independent Company. Nothing contained herein or inferable here from shall be deemed or construed to: (1) make Company the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and Company. Any direction or instruction by any of the District's authorized representatives with respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Company and must not affect Company's independent Company status described herein.
- 13.4 Company must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, which will require compliance with those policies and zones by Company's employees, subcontractors, and all other persons carrying out the Agreement. Company must also require adequate and appropriate dress and identification of Company's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Company must further ensure that no on-site fraternization will occur between personnel under the Company's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

Section 14. Insurance

- 14.1 At all times during the Contract Term, the Company(s) must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:
 - a. Commercial General Liability Insurance: The Company must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Company's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and

representatives, by reason of the negligence of the Company, its employees, agents, representatives or Company's. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury \$500,000.00 combined single limits

Property Damage \$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury \$1,000,000.00 combined single limits

Property Damage \$2,000,000.00 aggregate

- b. Automobile Liability Insurance: The Company must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the Company and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.
- c. Workers' Compensation/Employers' Liability: Company shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.
- d. Professional Liability Insurance: The Professional Liability Insurance provided by the Company must conform to the following requirements:
- The Company's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
 - If on a claims-made basis, the Company must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by the Company are, as follows:
 - Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.
 - Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
- e. Umbrella Insurance Policy: The Company must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.
- Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.
 - Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

14.2 Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such

insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Company's Policy(ies) required under this Agreement.

- 14.3 Upon District's request, the Company must furnish the District with certificates of insurance evidencing the Company's insurance coverage is consistent with the terms of this Agreement. The Company must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Company. Additionally, the Company must be liable to the District for any and all damages incurred due to the Company's failure to perform the agreement terms. The Company must name the District as an additional insured.

Section 15. Miscellaneous

- 15.1 Credentials. In the event that this Agreement is for Professional Services, Company agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 15.2 Conflict of Interest. The Company, by signing this Agreement, certifies that the Company does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 15.3 Taxes. The Company must not require the District to pay taxes of any kind.
- 15.4 Hold Harmless. The District and its employees can neither agree to hold the Company harmless nor agree to indemnify the Company, and any contracts or provisions to the contrary are void.
- 15.5 Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent that Company and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Company and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 15.6 Anti-Terrorism. Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Company affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 15.7 Retention of Contracting Information. Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Company agrees that the Agreement may be terminated if the Company knowingly or intentionally fails to comply with a requirement of that subchapter.
- 15.8 Governing Law and Venue. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
- 15.9 Alternative Dispute Resolution. Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.
- 15.10 Entire Agreement Modifications. All oral or written agreements between the Parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between Company and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by Company to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Company.
- 15.11 Binding Effect. This Agreement must be binding upon and inure to the benefit of the Parties hereto

and their respective permitted assigns and successors.

- 15.12 Captions. The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 15.13 Severability. In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 15.14 Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this Contract 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.
- 15.15 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 15.16 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the later of the dates set forth below.

DISTRICT:
Fort Worth Independent School District

COMPANY:
Goodside Health

Ottis Goodwin

Peter Morrison

Printed Name of Authorized Agent

Printed Name of Authorized Agent


Signature


Signature

Director, School-Based Health Partnerships

Chief Strategy Officer

Title


Title


Date

7/29/2024
Date

Signed: _____
Roxanne Martinez
Board President

Signed: _____
Dr. Angelica M. Ramsey
Superintendent of Schools

Signed: 
Legal Counsel for District

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT OFFICE OF ADULT EDUCATION FOR THE 2024-2025 ADULT EDUCATION PROGRAM

BACKGROUND:

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

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

The FWISD Office of Adult Education has built a plant to meet student learning targets within the funding provided by the grant. Estimated Cost of the FWISD Adult Education program for the 2024-2025 is \$2,226,289.92, which will be reimbursed as a subcontractor through this agreement.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solutions of Tarrant County Contract with FWISD Office of Adult Education for the 2024-2025 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract with FWISD Office of Adult Education for the 2024-2025 Adult Education Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Workforce Solutions of Tarrant County Contract with FWISD Office of Adult Education for the 2024-2025 Adult Education Program

FUNDING SOURCE: Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Workforce Solutions of Tarrant County

PURCHASING MECHANISM:

Not a Purchase

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

Adult Education Locations Throughout Tarrant County

RATIONALE:

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

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent Administrative Services

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 24-SPC-AEL-004 **CONTRACT TYPE:** Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2024 To June 30, 2025

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$2,226,289.92

Funds Payable to Contractor:	
AEL Combined Admin Funds	\$346,752.36
AEL Combined Program Funds	\$1,457,701.56
Funds Payable by Board on Behalf of Contractor:	
AEL Combined Student Training Costs	-0- 421,836.00
Total Contract Amount	\$2,226,289.92

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

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Fort Worth Independent School District</u></p> <p>Business Address: <u>7060 Camp Bowie Blvd. Fort Worth, TX 76116</u></p> <p>Mailing Address: <u>7060 Camp Bowie Blvd. Fort Worth, TX 76116</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax: _____</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

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

Part D - Special Federal Award Terms and Conditions
Part E - Contract Attachments
Appendix A - Data Handling and Incident Report Guide

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


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

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

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**



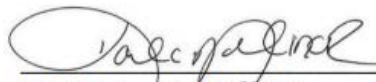
Judy McDonald
Executive Director

Dr. Angelica Ramsey
Superintendent Fort Worth ISD

Date: 8-16-2024

Date: _____

mp
8-30-2024



Dr. Karen C. Molinar
Deputy Superintendent, Administrative Services

PART A
GENERAL CONTRACT TERMS

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 24-SPC-AEL-004

SECTION 1 - PARTIES TO CONTRACT

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

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2024 and shall terminate June 30, 2025 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 \$2,226,289.92.

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

SECTION 4 - LEGAL AUTHORITY

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

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

4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.

4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of

the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.

- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

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

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

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

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
- 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:
- 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.

- 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

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

Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:

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

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere

with the performance or work by any other contractor or by the Board or its agents.

- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.
- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

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

10.2 Financial Management Requirements

10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.

10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.

10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.

10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.

10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.

10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.

10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-

contractor.

10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.

10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

10.4 Expenditure Rates/De-obligation of Funding

10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.

10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.

10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.

10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.

10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:

11.1.1 Any specific term or condition within this Contract,

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

SECTION 12 - REPORTING REQUIREMENTS

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

SECTION 13 - RETENTION, ACCESSIBILITY, AND SECURITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,

- 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.
- 13.7.1 Contractor, including all employees with access to Board and/or TWC information resources, will abide by the terms of Board and TWC Information Security Policies, Procedures, and Guidelines;
 - 13.7.2 Contractor, including all employees with access to Board and/or TWC information resources, will complete Board-required Cybersecurity training, Privacy training, and submit the required documentation;
 - 13.7.3 Contractor will provide proof of passed criminal background checks for all personnel with access to Board and/or TWC information resources within forty-five (45) days of the contract start date;
 - 13.7.4 The Contractor shall store and handle PII and other sensitive information in accordance with the Board's Data Handling and Incident Report Guide, which is added and incorporated into this contract as Appendix A.
 - 13.7.5 The Contractor shall maintain virus protection software on all systems used to process and store PII and other sensitive information. The protection shall include automatic updates that apply the most current and appropriate protection and patches for viruses or malicious code infection on all network servers that provide virus scanning services to network attached workstations. It shall also provide automatic scanning of all files stored on or attached to workstations or servers. It shall also provide automatic scanning of files accessed or copied onto a storage device from external sources, including the Internet and media such as CD-ROMs, flash drives, and floppy disks.

13.7.6 The Contractor shall ensure that PII and other sensitive information that is transmitted either by e-mail, or by mail stored on CDs, DVDs, thumb drives, etc., is encrypted using methods that are compliant with Federal Information Processing Standards (FIPS), and or National Institute of Standards and Technology (NIST) standards.

13.7.7 Data Security/Privacy Incidents

Contractor shall ensure that data breaches and/or privacy incidents involving PII are reported timely to the Board, in accordance with the provisions of the Board's Data Handling and Incident Report Guide.

13.7.8 Staff Accountability

Contractor shall ensure that it holds accountable staff who may improperly use or disclose PII and other sensitive information for unauthorized purposes.

13.7.9 Sanctions and Remedies

Contractor agrees that failure to comply with these requirements, and failure to take appropriate action to prevent any improper use or disclosure of PII and other sensitive information for an unauthorized purpose, is subject to sanctions or other actions as deemed necessary by TWC, up to and including termination of contracts and recoupment of funds, or criminal or civil prosecution. One year of credit monitoring may be required in cases of confirmed PII breaches.

SECTION 14 - CHANGES AND AMENDMENTS

14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.

14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:

- 15.1.1 for retention and accessibility of records;
- 15.1.2 for non-discrimination and equal opportunity;
- 15.1.3 for prevention of fraud and abuse;
- 15.1.4 for prevention of conflicting interests;
- 15.1.5 for fiscal administration; and

- 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a subcontractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the

services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

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

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

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

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

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

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.

- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

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

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

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

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

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

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

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

Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

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

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

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

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

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

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

20.3 An Incident Report regarding such an act must be submitted to:

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

20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

20.6.1 Further investigation;

20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or

20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

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

21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:

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

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

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

21.2 Disclosures.

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

21.2.1 Matters Subject to Disclosure:

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

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

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

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

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

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

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

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

- (1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

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

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

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

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 24 - NON-ASSIGNMENT

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

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.

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

SECTION 26 - SANCTIONS AND PENALTIES

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

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

26.3 Performance Sanctions

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

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

26.4 Financial Related

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

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

26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.

26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.

26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the

audit, and accounted for in the Contractor's financial management system.

- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

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

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:
- "Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a

member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.

- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

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

SECTION 30 - DRUG FREE WORKPLACE

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

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

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

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

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

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission

Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

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

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

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

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

SECTION 36 - MAINTENANCE OF EFFORT

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

SECTION 37 - COMPLAINTS

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

SECTION 38 - BONDING AND INSURANCE

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

38.1 Contractor Bonding Requirements

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

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

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

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

38.2.2 Fire and Extended Coverage Insurance

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

38.2.3 Public Liability and Property Damage Insurance

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

38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

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

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

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

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

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

39.2 Environmental Compliance

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

39.3 Force Majeure

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

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

39.4 Rights to Appeal

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

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

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

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

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

39.5 Law of the Contract

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

39.6 Severability

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

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

39.7 Order of Precedence

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

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

39.8 Notification

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

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

Contractor: Fort Worth Independent School District
5701 Meadowbrook Drive
Fort Worth, TX 76112

Section 40 - Other Conditions of The Award

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

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed

in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity— All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any


lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.

- 40.8 Debarment and Suspension (E.O.'s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**



Judy McDonald
Executive Director

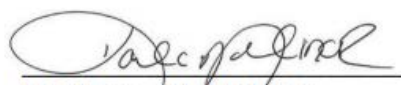
Date: 8-16-2024

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Dr. Angelica Ramsey
Superintendent Fort Worth ISD

Date: _____

mp
8-30-24



Dr. Karen C. Molinar
Deputy Superintendent, Administrative Services

PART B
LINE ITEM BUDGET

**Workforce Solutions for Tarrant County AEL Grant
PY 24 Sub-Contract Budget**

Sub-Contractor Name:

Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Admin	(C) Program	(D) (B + C) Total Budget
Part I: Costs Reimbursable to Contractor			
I. PERSONNEL - 6100			
Salaries - Career Services		124,778.50	124,778.50
Salaries - Other	219,880.32	1,032,897.74	1,252,778.06
Fringe - Career Services		18,716.77	18,716.77
Fringe - Other	32,982.04	161,388.55	194,370.59
Personnel Subtotal	252,862.36	1,337,781.56	1,590,643.92
II. Professional and Contracted Services - 6200			
Professional Services			
Partner Services			
PD Services			
Consultant Fees			
Utilities			
Mobile Phone/Wireless Services	67,515.00		67,515.00
Rent/Lease (Xerox/Pods)	13,700.00		13,700.00
FWISD Maintenance/Printing/Doc Shredding	2,000.00		2,000.00
Professional and Contracted Services Subtotal	83,215.00	-	83,215.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	2,500.00	10,000.00	12,500.00
Postage			
Printing under 6200			
Computer Hardware		5,000.00	5,000.00
Testing Materials		23,750.00	23,750.00
Software Purchases		74,750.00	74,750.00
Fuel for program van	900.00		900.00
Furniture - file cabinets, chairs, etc.	1,000.00	1,000.00	2,000.00
Software Usage Fees			
Operations Subtotal	4,400.00	114,500.00	118,900.00
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		1,200.00
Staff Travel	5,075.00	5,420.00	10,495.00
Indirect Costs			
Other Operating Expenses Subtotal	6,275.00	5,420.00	11,695.00
Costs Reimbursable to Contractor Subtotal	346,752.36	1,457,701.56	1,804,453.92
Part II: Cost Payable by Board on Behalf of Contractor			
Student Training Cost (payable by Board on behalf of Contractor)		421,836.00	421,836.00
Training Equipment and support services cost (Payable by Board)			
Costs Payable by Board Subtotal	-	421,836.00	421,836.00
Total Contract Amount	346,752.36	1,879,537.56	2,226,289.92

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

	Admin			Program		
	AEL Combined	ELCivics	Total	AEL Combined	ELCivics	Total
Part I: Costs Reimbursable to Contractor						
I. PERSONNEL - 6100						
<i>Personnel Subtotal</i>	252,862.36		252,862.36	1,152,669.06	185,112.50	1,337,781.56
II. Professional and Contracted Services - 6200						
1 6249 Maintenance	1,000.00		1,000.00			
2 6256 T Mobile	67,515.00		67,515.00			
3 6264 Xerox	6,700.00		6,700.00			
4 6267 Lease of Pads	7,000.00		7,000.00			
5 6299 Contract Service - Printing/Doc Destruction	1,000.00		1,000.00			
<i>Professional and Contracted Subtotal</i>	83,215.00	-	83,215.00	-	-	-
III. Supplies and Materials - 6300						
1 6311 Fuel	900.00		900.00			
2 6399 Supplies/Materials	2,500.00		2,500.00	10,000.00		10,000.00
3 6321/6329 Textbooks & Reading Materials						
4 6329 Software Licenses				65,150.00	9,600.00	74,750.00
5 6339 Test Materials				23,750.00		23,750.00
6 6396 Technology				5,000.00		5,000.00
7 6398 Furniture	1,000.00		1,000.00	1,000.00		1,000.00
<i>Operations Subtotal</i>	4,400.00		4,400.00	104,900.00	9,600.00	114,500.00
IV. Other Operating Expenses - 6400						
1 6411 OMR Staff Mileage Reimbursement	1,200.00		1,200.00			
2 6411 Travel	5,000.00		5,000.00	5,000.00		5,000.00
3 6495 Dues	75.00		75.00	420.00		420.00
4 enter line item name						
5 enter line item name						
<i>Other Operating Expenses Subtotal</i>	6,275.00	-	6,275.00	5,420.00	-	5,420.00
Costs Reimbursable to Contractor Subtotal	346,752.36	-	346,752.36	1,262,989.06	194,712.50	1,457,701.56
Part II: Costs Payable by Board on Behalf of Contractor						
1 Student Training				421,836.00		421,836.00
2 Training Equipment and Support Services						
Costs Payable by Board Subtotal	-	-	-	421,836.00	-	421,836.00
Total Contract Amount	346,752.36	-	346,752.36	1,684,825.06	194,712.50	1,879,537.56
	Admin + Program					2,226,289.92

Salary Detail

Contractor N Fort Worth ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Admin Costs						
1	Director	Lewis, Nydia	53.38	40	48	102,491.52
2	Administrative Assistant	Portales, Mayra	27.20	40	48	52,224.00
3	Coordinator, Quality Assurance	Whisonant, Amanda	33.94	40	48	65,164.80
4						
5						
6						
7						
8						
9						
10						-
11						-
12						-
Admin Subtotal						219,880.32
Program Costs						
1	Teacher Facilitators	13 TF @ an average \$315 (\$13,454)	35.00	9	43	163,453.25
2	Teachers	75 @ an average \$210 (9,030)	35.00	6	43	677,250.00
3	Staff Development	100 teachers @ 15 PD @ \$10/hr				15,000.00
4						-
5	Coordinator, Instructional	Keys, Mychaella	33.62	40	48	64,545.60
6	Coordinator, Career Pathway Navigator	Henton, Patrice	33.94	40	48	65,164.80
7	Specialist Workforce Integration	Castro, Kimberly	27.11	40	48	52,053.70
8	Technician, TEAMS	Maldonado, Jose Angel	22.60	40	48	43,394.50
9	Technician, TEAMS	Montez, Leslie	20.38	40	48	39,129.60
10	Technician, TEAMS	Diaz Navarro, Carmen	19.63	40	48	37,684.80
11						-
12						-
13						-
Program Subtotal						1,157,676.24
Total						1,377,556.56

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

A. General Information

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

Address: N/A

Description: _____

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

Owned *a* Leased *a*

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

Yes *a* No *a*

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

B. Leased Facilities Information

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

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

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

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

\$ _____ per month

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

\$ _____ per month

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

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

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

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

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

Admin Costs

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
6249		Maintenance/repair - FWISD	1,000.00
6256		Utilities - Tmobile (hotspots/cell phones/ipads)	67,515.00
6264		Copy Machine for office - Xerox	6,700.00
6267		Lease of POD for storage	7,000.00
6299		Contracted services - Printing/Document Destruction services	1,000.00
6311		Fuel for program van to transport materials	900.00
6398		Furniture	1,000.00
6399		Supplies	2,500.00
6400		Travel	6,275.00
			93,890.00

AEI Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

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

Program Costs

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		
6329	Software license/seats, Burlington & Essential ED		74,750.00
6339	Testing seat activation CASAS		23,750.00
6396	Technology		5,000.00
6398	Furniture		1,000.00
6399	Supplies		10,000.00
6411	Staff Development Travel		5,420.00

PART C
STATEMENT OF WORK

FWISD 2024-2025 STATEMENT OF WORK

A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 65% student numbers are met by the proposed date of December 1, 2024.

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to offer the following services during the 2024-2025 academic year. These proposed services aim to address the diverse needs of adult learners in the Fort Worth community and empower them to achieve their academic, career, and personal aspirations.

High School Equivalency Preparation: Providing preparation courses for individuals aiming to obtain their high school equivalency diploma (GED or similar credentials).

English as a Second Language (ESL) Programs: Delivering ESL classes to help non-native English speakers improve their language proficiency for better communication and integration into society.

Integrated Education and Training (IET): Offering vocational training programs to equip adults with the skills needed for employment in various industries such as healthcare, technology, construction, and more.

Workplace Literacy: Collaborating with local employers to provide job readiness training, resume writing workshops, and skill enhancement for their employees.

Digital Literacy Training: Providing courses to improve adults' digital literacy skills, including basic computer skills, internet usage, and proficiency in software applications.

Community Outreach and Engagement: Engaging with the local community through outreach events, informational sessions, and partnerships with community organizations to ensure accessibility and promote awareness of adult education services.

Support Services: Providing counseling, tutoring, and other support services to help adult learners overcome barriers and succeed in their educational and career goals.

EI Civic: Educating adults about various aspects of civics and government, with the goal of promoting civic engagement, participation, and understanding.

Total Number of Students Served 2067

- 1478 Traditional
- 200 IET
- 139 Intensive
- 250 EL Civic

FWISD AEL will maintain its commitment to offering traditional ABE/ASE, ESL, IET, and Intensive services both in-person and remotely to students across Tarrant County. Efforts are underway to introduce two new workplace sites and broaden the Re-Entry class to meet our intensified objectives. Furthermore, we are refining our IET approach to leverage braided funding and extend support to more IET students in the upcoming 2024-2025 program year. Oversight and monitoring of these initiatives, aiming to achieve the 65% benchmark by December 31, 2024, will be managed by the Director and Performance Quality Assurance Coordinator. Our schedule now operates year-round, incorporating distance learning. Moreover, we have established and enacted standard operating procedures to ensure the accurate, systematic, and timely collection and input of data 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, Instructional Coach, and Mentoring Team are committed to providing PD opportunities aimed at ensuring instructors employ innovative instructional strategies, including remote learning, distance learning, project-based, and cooperative learning. Instructors are encouraged to seamlessly integrate technology into their classrooms to enhance student learning, expedite concept mastery, and elevate overall student achievement. Collaborating closely, Career Navigators, Follow-up Specialists, Teacher Facilitators, Teachers, and Data Specialists ensure that IET documentation is promptly submitted and accurately captured in TEAMS as per grant requirements.

Our objective is to integrate the Academy Model into IET classes starting July 2024. Upon completing their initial round of basic ABE/ASE or ESL classes, Career Navigators guide students through ongoing career counseling and assist in enrolling them in various IET classes or postsecondary education, including universities and colleges.

To equip our teachers for classroom success, the Professional Development Coordinator, Instructional Coach, and Mentoring Team provide a minimum of 6 hours of training covering the Principles of Adult Learning, Goal Setting, Remote and In-person Instructional Strategies, and Literacy. ABE/ASE and ESL teachers deliver both individual and whole-group instruction in Math, Reading, Writing, and Career Pathways, tailored to students' unique developmental needs identified through pre- and post-assessment data.

Instructors are encouraged to participate in engaging and innovative professional development opportunities that align with and reinforce the instructional strategies expected in their classrooms, ultimately enhancing their effectiveness. Lesson plans are designed to be engaging, support literacy development and career skills, and are regularly 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've adopted a trimester schedule to facilitate program delivery throughout the fall, spring, and summer terms, ensuring flexibility with year-round availability of distance learning, remote, and in-person classes.

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

The Fort Worth ISD AEL program registration team, in collaboration with the OATT team, hosts biweekly in-person registration sessions. Sites are mandated to conduct monthly registration sessions until classes reach full capacity. Once classes reach maximum enrollment, students will be directed to remote classes or alternative site locations. Students also have the option to be placed on a waiting list by the TF, who will provide them with engaging online resources such as [Texasrealitycheck.com](https://www.texasrealitycheck.com), [GED.com](https://www.ged.com), and USA Learns to continue their learning while awaiting class availability.

If space becomes available, the TF, Follow-up Specialist, or call center staff will contact waitlisted students to schedule registration. Students willing to attend classes at a different location or remotely will be referred by the TF to the nearest site with available seats or to the remote registration specialist. The Performance Coordinator will ensure that all sites adhere to the bi-weekly registration model by overseeing and implementing registration processes.

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, Professional Development Coordinator, and instructional coach will work together to design staff development sessions aimed at boosting educators' knowledge and refining their professional skills. These trainings will aim to deepen educators' understanding of and appreciation for the diverse needs of students, as well as enhance their ability to foster the academic success of all learners. Additionally, we will conduct staff surveys to gather feedback on the types of professional development needed, ensuring a structured approach for educators to continually enhance their professional competence and meet state requirements.

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

Preparation for all MSG achievements will commence within the classroom through high-quality instruction. Teacher Facilitators, Data TEAMS Specialists, the Performance Coordinator, and the Director will collectively oversee and monitor progress, as well as the tracking and data entry of MSG achievements. Post-Secondary IETs will be monitored by a designated TEAMS specialist.

Educational functioning level gains (Type 1) will be assessed using an approved NRS assessment at the beginning (pre) of class entry. Following completion of the requisite direct instructional hours (41/61), a post-assessment will be administered to ascertain if the gain criteria have been met. Pre/post assessment scores will be promptly entered into TEAMS within two weeks (biweekly) of assessment submission. The assigned data TEAMS specialist will manage, track, and monitor student 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?

The Fort Worth ISD AEL program has successfully staffed all necessary positions with committed professionals. The Quality Assurance position is scheduled to be filled by July 1, 2024, and the Instructional Coach position will follow suit by September 1, 2024, as the district is in the process of integrating this new role within its structure.

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.

In order to improve the integration of services for our students, FWISD staff will actively participate in monthly Career Center Monthly meetings. This will involve initiating and maintaining open communication with community partners, visiting their locations to gain a deeper understanding of their services, and working together to identify potential opportunities for collaboration wherever feasible.

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 guarantee the success and employability of our students, FWISD classes incorporate contextualized lessons and integrate SMART goals into instructional activities. Career Navigators will offer continuous career counseling, assisting students through the Transitions, IET, or post-secondary enrollment journey. Upon completing IET courses successfully, students can pursue licensure/certification by passing the relevant state exam. These processes will be supervised by the Career Pathway Navigator.

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

FWISD Adult Education program strategically offers educational opportunities, career counseling, and training in collaboration with a network of community partners, including higher education institutions and local businesses in high-demand industries across Tarrant County. The FWISD Adult Education program will systematically

promote, recruit, and assist program participants from intake to completion, aiming to enhance their economic, developmental, and educational prospects.

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 FWISD Adult Education program employs a holistic outreach strategy, engaging various channels such as Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith-based institutions, Social Media platforms, participation in Tarrant County community events, and direct marketing efforts at each site to connect with students within the local community. These marketing initiatives are spearheaded by the FWISD OAE administrative team, aiming to boost registration and attendance, thereby supporting year-round classes.

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

During the initial PD training, all staff will assess and review contracted performance objectives from the previous year. The proposed outcomes for the 2024-2025 period will be integrated into the PD plan, accompanied by strategies and procedures to ensure that all staff contribute to achieving these targets. Each program offering will adhere to the assessment requirements specified by the state assessment guide for adult education classes. All students will undergo mandatory pre- and progress testing using approved instruments, ensuring that the content delivered aligns with state guidelines. Successful completion of their program by students will contribute towards achieving 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.

The 2021-2022 school year proved to be exceptional for the FWISD Adult Education program. We not only met but surpassed our Intensive and IET targets, demonstrating our commitment to excellence. Additionally, we proudly hosted the first IET graduation within the Consortium, honoring the accomplishments of our students who completed Career training programs. Our Performance and Quality Assurance Coordinator, alongside the Professional Development & Instructional Support Coordinator, successfully completed ALEA training in leadership, further enhancing our team's capabilities. This year also witnessed a notable increase in HSE enrollment and MSG gains, marking significant progress and success.

Moving into 2022-2023, our success continued as we exceeded our target goals for IETs career training. A significant milestone was the implementation of a new state assessment, CASAS, streamlining our assessment process. Furthermore, we introduced the first HSE Fast-track class for advanced students, providing them with the opportunity to expedite their HSE exam preparation. The FWISD program garnered attention from local news outlets, highlighting the impactful work and resources we offer to the community.

The momentum carried into 2023-2024, marked by notable achievements for Fort Worth ISD Adult Education and literacy students. One of our students was honored as a Texas AEL Scholar of the Year recipient, a testament to our dedication to student success. We not only met but exceeded our IET targets, achieved traditional and EL Civic targets, and attained 90% of our Intensive targets. With over 80 percent of our students obtaining post-tests, coupled with an increase in MSG attainments, we continue to make significant strides towards empowering our students and fostering educational excellence.

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

The Program Director is a seasoned education professional with a wealth of experience in program and systems management, budget development and oversight, and supervision. With 6 years in her current role and over 16 years of supervisory experience, she brings a deep understanding of effective leadership. Prior to her directorship, she spent 13 years as a full-time adult education teacher, specializing in ABE/ASE and ESL classrooms. Holding a master's degree in Educational Leadership, she combines academic expertise with practical teaching experience.

Her background extends beyond adult education, with prior K-12 experience as a certified teacher in Mississippi, where she demonstrated exceptional teaching skills and achieved success in the classroom. As an outstanding communicator, she plays a crucial role as a liaison between FWISD and Texas Workforce Solutions, facilitating effective collaboration and ensuring the alignment of program objectives with workforce needs

The Performance Coordinator brings over a decade of expertise in Adult Education and Literacy (AEL) as a teacher, trainer, and facilitator, with a total of 15 years in the education sector. With over 4 years serving as an administrator for the AEL program, they possess a comprehensive understanding of program management and operations. Their proficiency extends to facilitating both online and in-person registration processes and performance assessments for more than 4 years, coupled with a deep knowledge of AEL policies and procedures.

The Mentor Team comprises accomplished and seasoned educators, each holding advanced post-secondary degrees and collectively boasting over 60 years of combined experience in Adult Education and other educational fields. Dedicated to enhancing instruction and fostering student success, this team collaborates to build and train teachers and site staff in effective techniques and AEL strategies. Their expertise and commitment contribute significantly to the professional development and growth of educational staff, ultimately enriching the learning experience for students.

The Data Lead has dedicated 13 years to FWISD's Adult Education program, leveraging his expertise to oversee the TEAMS entry staff. His leadership has been instrumental in implementing revised models to ensure accurate and timely weekly data entry. The Data Team consists of three full-time Specialists responsible for entering precise student data into TEAMS.

The first Specialist brings over 16 years of experience within FWISD adult education, transitioning from part-time to full-time roles. Her diverse educational background includes serving as a Teaching Assistant in an elementary setting at Crowley and as a Family Engagement Specialist for 5 years at Birdville under a 21st Century grant. Additionally, she served Denton ISD as a Community Outreach Coordinator and Professional Development Specialist under the Adult Education grant funded by TEA.

The second specialist pursued higher education, majoring in Early Childhood, and holds a degree. With extensive experience in Adult Education, she has worked for many years with one of FWISD's former AEL partners.

The Quality Assurance Lead is responsible for overseeing monitoring and ensuring policy compliance.

Professional Development Lead Oversees professional development providing equitable distribution of services to instructors and students.

Instructional Design Coordinator is an experienced educator with coordinating programming instruction and instructor mentoring and coaching.

Career Pathway Navigator: This seasoned educator brings five years of experience in Adult Education, coupled with a Master of Healthcare Administration degree. For three years, she served as an instructor and Teacher Facilitator within the AEL program, before assuming the role of Data/HR Coordinator. Her background includes extensive experience in data analysis, recruitment, and collaboration with diverse groups of individuals. In her previous roles, she demonstrated proficiency in case management and outreach, consistently delivering positive outcomes for the individuals she served. With a genuine passion for guiding individuals and connecting them with resources to enhance their lives, she is dedicated to empowering others on their journey towards personal and professional growth.

The Administrative Associate, who majored in Business Administration at TCCD, brings a remarkable 30 years of experience in Adult Education to the table. Her responsibilities include providing crucial support to the director, tracking and monitoring the AEL budget, processing payroll, reconciling budget expenditures, and generating purchase orders and requisitions.

The DL Leads comprise two seasoned educators who boast over a decade of experience in Adult Education and collectively over 25 years in the field of education. With extensive backgrounds in Digital Literacy, they bring a wealth of knowledge and expertise to provide robust Educational Technology support for our program.

The General Teaching Staff of FWISD Adult Education consists of degreed professionals who have exhibited exceptional success in the classroom. The majority of them are certified, either currently serving as full-time teachers or retired educators. To ensure continuous growth and excellence, all new instructors are paired with mentors and provided with shadowing hours to support and enhance their teaching proficiency.

D. Financial Management/Cost Effectiveness

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

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

- **Be reasonable and necessary:**

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Necessary is defined as costs needed to carry out the grant activities and identified on the plan.

- Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Are determined in accordance with generally accepted accounting principles (GAAP).

- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

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

Expenditures are meticulously monitored on a monthly basis through our established tracking system, which utilizes reports from Munis in conjunction with the Consortium expenditure report. This comprehensive approach ensures thorough oversight and accountability for all financial transactions within our program.

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

The Grant Manager holds the crucial responsibility of overseeing the execution of designated grant programs and ensuring expenditures adhere to state and federal regulations. This role is supported by teams in G&D, Budget, and Accounting, as well as by Executive Directors from various departments including Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.

All expenditures related to grants must align with the Federal Cost Principles (2 CFR 200- Subpart E), grant application program assurances, the policies of the granting agency, and district policies and procedures. These costs typically fall into two main categories: compensation/benefits and non-compensation items such as contracted services, supplies, travel, or equipment.

The district's Indirect Cost Rate, or the maximum allowable rate, will be utilized to allocate Indirect Costs for federal funds to the General Fund. The Accounting Department will handle the preparation of general ledger entries for indirect costs, ensuring accurate recording in the finance general ledger.

To efficiently manage federal grant information, the financial management system Munis will be utilized for storage, maintenance, and reporting. Access to this data will be restricted to authorized individuals in line with the district's Data Security and Access policies. Additionally, all federal grant records will be retained for a period of seven years according to the district's Local Records Retention Plan.

Grant Managers overseeing each federal grant award are tasked with obtaining approval for cost sharing and/or matching funds during the grant approval process. Approval from the Superintendent and the Chief Financial Officer is required for all commitments of cost sharing and matching grant funds. If matching grant funds are needed in the General Fund (Fund 199), the district will employ a sub-object to separately track expenditures for reporting and compliance purposes.

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

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

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

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

PART D
SPECIAL FEDERAL AWARD TERMS & CONDITIONS

SPECIAL FEDERAL AWARD TERMS AND CONDITIONS
ADULT EDUCATION AND FAMILY LITERACY ACT
Program Year 2023

Pursuant to the terms of the Federal award, and to 2 Code of Federal Regulations (C.F.R.) §§ 200.101(b)(2) and 200.332(a)(2), these Special Terms and Conditions pass through Terms and Conditions of the Federal award, which are not set forth elsewhere in this grant award. This grant award must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this grant award.

A. Availability of Federal Award Terms

In some cases, Federal grant funds become available to the Texas Workforce Commission (TWC) for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes award.

B. Definitions

As used in these Special Federal Award Terms and Conditions: (1) the term, non-Federal entity, has the meaning defined in 2 C.F.R. Parts 200; and (2) the term, subrecipient, has the meaning defined in 2 C.F.R. Part 200.

C. Order of Precedence

In the event of any inconsistency between the terms and conditions of his grant award and other requirements, the following order of precedence shall apply:

1. Adult Education and Family Literacy Act;
2. Consolidated Appropriations Act, 2023, Public Law 117-328, December 29, 2022;
3. Other applicable Federal Statutes;
4. Implementing Regulations;
5. Executive Orders (EOs);
6. Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 C.F.R. Parts 200 and 3474;
7. Department of Education directives;
8. The terms and conditions of the Federal award, as included in this Grant Award as the Special Federal Award Terms and Conditions; and
9. The terms and conditions of this TWC grant award.

D. Fund Use

The funds that are provided under this grant award must be expended according to all applicable Federal statutes, regulations and policies, including those of Adult Education and Family Literacy Act; the applicable approved WIOA Combined State plan the negotiated performance levels and policies established pursuant to the Department of Education's authority; and the applicable provisions in the appropriations act.

E. Audits

The audit provisions contained elsewhere in this grant award are inclusive of Federal award terms requiring that organization-wide or program specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. Award recipients and subrecipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with 2 C.F.R. § 200.501.

F. Changes in Micro-purchase and Simplified Acquisition Thresholds

The OMB memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000.

G. Closeout Requirements

During the closeout process, the Grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. (Note: Unless specified otherwise by TWC, subrecipients must maintain such documentation in accordance with applicable record retention requirements and make it available for review upon request.)

H. Program Income

2 C.F.R. § 200.307 applies to this award, which allows grantees under the AEFLA to earn program income. 2 C.F.R. § 200.1 defines "program income" generally to mean "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance...". Ordinarily, program income is deducted from total allowable program costs and all program income, except for tuition and fees charged to students and employers earned by a subgrantee under this award, must be deducted. A local subgrantee charging reasonable and necessary tuition or fees to students and employers may use that income to provide additional adult education and literacy services that it would otherwise be unable to provide. Program income from tuition and fees must be (1) governed by the terms of the agreement between the TWC and grantee, (2) accounted for in program records, and (3) used only for costs allowable under AEFLA.

Also applicable to this award is 34 C.F.R. § 76.534, which provides that States and subgrantees may not count tuition and fees collected from students toward meeting federal matching federal matching, cost sharing, or maintenance of effort requirements related to this award. Moreover, TWC must ensure that fees charged to students participating in an adult education program that receives federal support are equitably administered and do not reach levels that have an adverse effect on the participation of economically disadvantaged students.

Note: TWC will recover any program income found remaining at the end of the grant award through the closeout process.

I. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Nor shall grant funds be used to pay the salary or expenses of any subrecipient or agent acting for such subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or EO proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

J. Requirements for Conference and Conference Space

1. Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - a. Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - b. Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - c. Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
2. Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that: a. Federal grant funds cannot be used to pay for alcoholic beverages; and b. Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
3. Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant. When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
4. A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.

5. A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval. All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following: The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

6. Grantees are strongly encouraged to contact TWC with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes. A short conversation could help avoid a costly and embarrassing mistake.

7. Grantees are responsible for the proper use of their grant awards and may have to repay funds to TWC if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

8. Subawards

a. A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. b. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.101(b)).

K. Procurement

1. Award recipients must follow the same procurement policies and procedures it uses for non-Federal funds. Every purchase order or contract must include any clauses required by section 2 CFR 200.327 Contract Provisions.

2. Privacy Act. No funds can be used in contravention of 5 U.S.C. § 552a (Privacy Act) or regulations implementing the Privacy Act.

3. Prohibition on Contracting with Corporations with Felony Criminal Convictions. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

4. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Reporting of Waste, Fraud and Abuse. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

6. Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: a. The percentage of the total costs of the program or project which will be financed with Federal money; b. The dollar amount of Federal funds for the project or program; and c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Grantees must comply with these conditions under Division H, Title V, Section 505 of Public Law 117-328, Consolidated Appropriations Act, 2023. The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

7. Restrictions on Lobbying/Advocacy. No federal funds may be used by subrecipients, other than for normal and recognized executive legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulations, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

L. Telecommunications

Title 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, Section 889, Subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also 2 C.F.R. § 200.471.

M. Public Policy

1. **Architectural Barriers.** The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

2. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

3. **Executive Orders.**

a. **Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928).** Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

b. **Seat Belt Use (EO 13043).** Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

c. **Improving Access to Services for Persons with Limited English Proficiency (EO 13166).** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to the Federal Government's interagency website on Limited English Proficiency at <http://www.lep.gov>.

d. **Text Messaging While Driving (EO 13513).** Pursuant to EO 13513, "Federal Leadership on Reducing Text Messaging While Driving", dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, or

government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of EO 13513.

e. The Build American, Buy American Act (BABAA). BABAA was enacted as part of the Infrastructure Investments and Jobs Act, Public Law 117-58 and requires compliance with domestic content procurement preference requirements established in Section 70914 for federal financial assistance projects for infrastructure. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under and award to be domestically manufactured. Covered activities include the construction, alteration, maintenance or repair of public infrastructure, including buildings and real property. See OMB Memorandum M-22-11.

4. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

5. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

6. Prohibition on Trafficking in Persons. Grantee shall comply with 2 C.F.R. § 175. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii. are revised to read as follows: "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." Under this condition, TWC may terminate a grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

PART E
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

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

The undersigned certifies that:

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

Debarment, Suspension, and Other Responsibility Matters

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

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

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

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

Drug-Free Workplace

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

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

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

Certification

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

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

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

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

Signature Date

Typed or Printed Name and Title of Authorized Representative

Organization

Address

City, State, Zip Code

APPENDIX A
DATA HANDLING AND INCIDENT REPORTING GUIDE

Terminology

The state and federal policies, standards, and laws that govern Workforce Solutions for Tarrant County's (WSTC's) business activities use a variety of terms to describe information that must be protected (see TWC's Cybersecurity Awareness Training for a more detailed breakdown). Personally Identifiable Information (PII) and Sensitive Personal Information (SPI) are defined below for clarity.

In addition to PII and SPI, the data handling guidelines in this document also apply to other sensitive information that may not identify individuals but still must be protected. Examples of "other sensitive information" include WSTC's internal IP addresses, equipment serial numbers, and investigation notes.

Any reference to PII throughout this document and the IT Policies and Procedures Manual should be interpreted to include PII, SPI, and other sensitive information. If you have any questions or concerns regarding data handling procedures, ask your supervisor or email privacy@workforcesolutions.net.

Personally Identifiable Information (PII)

PII is any information that identifies an individual, directly or indirectly. Due to the broad nature of this definition, some PII may be publicly available and not designated as sensitive or confidential under federal or state law. However, WSTC Users are still contractually and ethically obligated to handle this information with caution.

Examples of Publicly Available PII:

- Names, addresses, telephone numbers, and places of work on a business card
- Names, addresses, and telephone numbers in a public phone directory
- List of agency employee names

Sensitive Personal Information (SPI)

Sensitive Personal Information is a subset of Personally Identifiable Information, which if lost, compromised, or disclosed without authorization, could result in substantial harm to an individual. Therefore, Sensitive Personal Information requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

Some categories of PII are considered SPI as stand-alone data elements. **The most common example is a Social Security Number (SSN).** Other categories of PII are considered SPI when used in combination with other identifying information, such as an individual's first initial and last name – J. Smith. **For further information regarding SPI, see TWC's Sensitive Personal Information Training.**

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What is Personally Identifiable Information (PII)?
PII includes: Name, email, address, phone number

Sensitive Personal Information (SPI) includes:

If Stand-Alone:

- Social Security Number
- Driver's License Number
- Alien verification number
- Financial account number
- Passport number
- Biometric identifiers (fingerprint, voice print)

If paired with another identifier:

- Citizenship or immigration status
- Employee or personnel records
- Account passwords
- Last 4 digits of SSN
- Date of birth
- Criminal History
- Mother's maiden name
- Educational information
- Medical information, including disability-related information

When approaching security of PII, keep three guiding principles in mind:

- 1) Protect other people's PII the way you would want your PII protected.
- 2) Context matters. A list of public meeting attendees is not SPI, but a list of program participants is SPI.
- 3) When in doubt, always protect PII.

Physical Security

- All WSTC-managed facilities must be security guarded or other perimeter security controls.
- All WSTC-managed facilities must track visitor/guest access with a sign in/out log.
- Visitors at WSTC-managed facility must wear a WSTC-issued visitor badge.
- All guests visiting non-public areas must be escorted at all times.
- At least 2 barriers of protection for PII (see page 3) must be maintained at all facilities used by WSTC Users.
- **Any equipment used to access PII, such as access badges, keys, or telecommunications devices used for authentication purposes, must be protected the same as PII and secured using the two-barrier minimum standard.**
- When possible, shred documents that include PII and other sensitive information after use.
- Store documents containing PII in a locked location when not actively in use.
- Never leave documents that include PII and other sensitive information in plain view.

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PII BARRIER EXPECTATIONS (Minimum 2 required)			
Area	During Hours of Operation	After Hours	Additional Barrier
Restricted*	Staff serves as an escort to all visitors and monitors visitor activity	Locked building, security guard	Out of plain sight
Secured	Authorized staff only	Locked building, security guard	Locked; access control
Public	Staff monitored	Locked building, security guard	Locked; staff distributes documents with PII to customers

*As identified by signage such as "Employees Only"

Electronic Security

- Only WSTC-approved equipment/systems may be used to send, receive, process, access, and store PII and other sensitive information.
- Do not share passwords or any data or equipment used for authentication and identification purposes.
- Lock or log off of computers when leaving them unattended, no matter for how short a time.
- Files containing PII may be stored in shared network access drives ("shared drives") only if access is restricted to those with a need to know through permission settings or passwords.
- PII downloaded to or maintained on mobile/portable devices must be encrypted.
- Encryption software must be FIPS 140-2 compliant and meet NIST-validated cryptographic standards. ***Ask the IT Department if you're not sure if your encryption method meets this standard.***

Proximity Awareness

When PII is handled, processed, transmitted, and/or stored, **users** must limit the potential for unauthorized disclosure. **Users** in all areas, whether in restricted or unrestricted areas, should protect against "shoulder surfing," eavesdropping, or overhearing by anyone without a need to know the PII.

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

Emailing

- Email PII only to authorized individuals with a legitimate need to access said information.
- Avoid unnecessary forwarding and/or copying of emailed PII.
- **Sensitive Personal Information, such as Social Security Numbers and Driver's Licenses, must not be emailed unless management determines that there is a strong business case for including that information and there is no reasonable alternative (e.g. TWIST ID).**
- PII and other sensitive information transmitted via email must be sent in an encrypted attachment or through e-mail software that encrypts the entire message and its attachments. Attachment passwords must be a minimum 8 characters, contain a mix of capital letters, lower case letters, numbers, and special characters and be provided to the recipient through a separate medium (e.g. in person, separate email thread, phone call).
- WSTC Users with workforcesolutions.net email addresses may securely send PII to other workforcesolutions.net email addresses as encryption is handled through IT-managed configuration of the email system. E-mails sent outside the WSTC domain must be manually encrypted by placing the 2 words *Encrypt This* in the subject line.
- Do not send PII in the subject line or body of an e-mail in clear text (not encrypted).
- Blind carbon copy (BCC) or WSTC-approved software must be used for emails containing multiple customer recipients.

Printing, Faxing and Scanning

- Do not print to an unattended printer unless physical access controls, such as private print, are used to prevent unauthorized access.
- Avoid unnecessary duplication of PII and other sensitive information.
- Minimize the time PII is left on printers and faxes.
- All faxes must be sent with a cover page including the recipient name and fax number and the sender name and fax number as well as a confidentiality statement at the bottom of the page.
- When faxing PII, the recipient must be alerted prior to sending.
- Machines programmed to receive faxes must be in secured or restricted areas.
- Fax transmission errors for faxes containing PII should be reported as a possible security/privacy incident.

Mailing

- Mailed PII materials must be enclosed in an opaque container to hide identifying information other than name and address.
- Use the U.S. Postal Service's first-class mail, priority mail, or an accountable commercial delivery service. Package tracking services must be used for mailed PII.
- Double-wrapping or double-boxing of mailed PII is recommended.
- Electronic devices and/or media must be encrypted prior to mailing.

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Phone Transmission

- Do not leave PII on voicemail and do not request that PII be left on your voicemail.
- Do not send PII via text/SMS message or instant message and do not request PII via IM or text.
- Discuss PII only in a secure location where information cannot be overheard by unauthorized individuals.
- Do not release PII over the phone except to the customer whose data it is, and then only after the customer provides enough information to establish their identity.

Traveling, Transporting, and Storage in Vehicles

- Transported PII must remain with the individual and kept from unauthorized disclosure.
- Only authorized WSTC Users designated by management may transport PII.
- All PII removed from an office must be documented. A transmittal form that incorporates a sign-out/sign-in protocol or other chain of custody logging method must be created and implemented.
- Laptops, mobile devices, portable storage devices, and files containing PII must not be left in vehicles unattended for significant periods of time. If PII must be left for a short period of time, the PII must be placed in the trunk, if available, or out of plain sight. The vehicle must be locked.
- Transported PII must be removed and secured upon arrival at the intended destination.

Disposal/Destruction

- PII and other sensitive information, in electronic and paper form, must be destroyed in accordance with TWC guidelines at the end of WSTC's retention policy period.
- Printed PII must be destroyed using a cross-cut shredder or transferred to a WSTC-approved shred vendor for final disposal.
- Shredded material or material awaiting transfer to a shred vendor must be stored in an opaque container in a secure or restricted location (e.g. locked shred bin) in preparation for permanent destruction.
- WSTC-approved shred/disposal vendors must be used.
- Do not use recycle bins for disposing of PII and other sensitive information.
 - Computer drives, mobile devices, and other electronic storage devices containing PII must be wiped utilizing NIST 800-88 approved methods prior to being reissued or when they are designated for disposal. ***Ask the IT Department if you're not sure if your disposal/destruction method meets this standard.***

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Telecommuters

- PII, in either paper or electronic format, must not be taken home or to any non-WSTC approved worksite, unless required to conduct WSTC business and appropriately secured (e.g. locked home office, file cabinet, drawer, or hotel safe).
- **Use of a personally-owned computer to connect to WSTC networks must be preauthorized.**
- Personally-owned computers or email accounts must not be used to download, save, store, or host PII.
- Personally-owned printers must not be used to print, copy, scan, or fax PII.
- Screen shots or other personal storage of PII is forbidden, including Dropbox, Google Docs, and Evernote.
- **VPN access is only authorized on IT-approved equipment.**
- It is the responsibility of users with telecommuting privileges to ensure that unauthorized users are not allowed access to WSTC systems, equipment, applications, or accounts.

Suspicious Emails

WSTC Users should handle unsolicited or suspicious emails with extreme caution. If a suspicious email is received, users must take the following action:

- 1. Do NOT click on any links;**
- 2. Do NOT open any attachments;**
- 3. Do NOT respond to the email;**
- 4. Do NOT forward the email to anyone;**
- 5. Take a screen shot of the suspicious email, including the To, From, Subject, and Body of the email;**
- 6. Send the SCREEN SHOT ONLY to csa@workforcesolutions.net for review; and**
- 7. Highlight the email in your message list; then press the Shift and Delete keys simultaneously. This action will permanently delete the email from your account.**

Security/Privacy Incidents

WSTC defines a privacy incident as the suspected or confirmed threat of unauthorized access, use, acquisition, disclosure, modification, or destruction of WSTC's Information Resources and/or PII and other sensitive information. Examples of security/privacy incidents include:

- Computer system and/or network intrusion;
- Computer virus or other malware detection;
- Suspected or actual breaches, compromises, or other unauthorized access to WSTC systems, equipment, applications, or accounts;
- Unauthorized changes to computers or software;

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

- Loss or theft of WSTC-issued computer equipment, mobile devices, removable media, or other data storage devices and media;
- Loss or theft of any personally-owned mobile device **or other equipment** used for business **purposes**;
- Loss or theft of personnel or customer files/paperwork; or
- Inappropriate or improper usage of WSTC Information Resources and/or PII and other sensitive information.

All WSTC Users are required to perform the following related to a security/privacy incident:

- At the time of discovery, secure affected equipment, systems, and/or data from further compromise.
- Notify your supervisor/manager AND the Chief Security Officer (817-413-4499 **or through Incident Form on the IT Hub**) immediately upon incident discovery.
- Cooperate with the Chief Security Officer and other designated IT security staff by completing an Incident Report and maintaining records about the incident.
- Do not engage in gossip regarding an ongoing incident investigation. Discuss the incident only with IT security staff and those with a legitimate business need to know.
- Do not forward compromised information to anyone. If compromised information is needed as part of an investigation, IT security staff will provide instructions regarding transfer procedures.

Managers & Supervisors are required to perform the following related to a security/privacy incident:

- Ensure **users** timely report incidents to the board Chief Security Officer (817-413-4499).
- Ensure **users** timely complete incident documentation.
- Assist IT security staff as needed with any incident investigation and fact-finding activities.

CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE AUTOMATED EXTERNAL DEFIBRILLATOR SERVICE BUDGET AND PURCHASE OF NEW AUTOMATED EXTERNAL DEFIBRILLATOR FOR DISTRICT

BACKGROUND:

According to Texas Education Code, § 38.017, *school districts are required to make an automated external defibrillator available at each campus.* Per Health and Safety code 779.003 school districts shall ensure that an automated external defibrillator is utilized and maintained in accordance with standards established under this code.

Fort Worth ISD is currently responsible for maintaining AEDs at all District buildings including 128 campuses. Maintenance and monthly checks of these devices is provided by employees from several different departments within the District. A recent audit of the District's AED spreadsheet noted several AEDs in need of immediate replacement. While these replacements were made, there were other issues noted with where AEDs were installed in District buildings and how they were maintained. The AED service company will have the ability to provide a full audit of District AEDs and buildings to determine if the District is in compliance with AED guidelines. They will work with District staff to maintain the devices and ensure the buildings have the recommended number of devices.

In addition to this, it is being requested that a budget be allocated for the necessary replacement of AED devices. Currently there is not a budget assigned for this large expense and has required money to be spent from Health Services supply budgets to replace devices throughout the District. Health Services is also responsible for purchasing replacement supplies for AEDs as well.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Automated External Defibrillator Service Budget and Purchase of New Automated External Defibrillator for District
2. Decline to Approve Automated External Defibrillator Service Budget and Purchase of New Automated External Defibrillator for District
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Automated External Defibrillator Service Budget and Purchase of New Automated External Defibrillator for District

FUNDING SOURCE: **Additional Details**

General Fund 199-33-6299-216 (AED Service Agreement)
 199-33-6398-216 (New AED Purchase)

COST:

\$178,384.00 \$97,384.00 (AED Service Agreement)
 \$81,000.00 (New AED Purchase)

VENDOR(S)/PROVIDER(S):

FCP Enterprises, LLC – dba-
Advanced CPR Training

PURCHASING MECHANISM:

Competitive Solicitation
RFP #24-049

Bid Statistics

Bid Number: 24-049
No. of Bids/Proposals received: 4
HUB firms: 0
Compliant bids: 4

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

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

All District buildings

RATIONALE:

The District is in need of a service company with the staff available to audit the District's AEDs to ensure their compliance with emergency response standards. In addition to this, they will provide quick replacement of devices in the event that they are utilized, and download needed data for outside health facilities to aid in the treatment of the patient. This is a service the District does not have the ability to provide currently.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

FCP Enterprises, LLC dba-Advanced
CPR Training
785 W. Hidden Creek Pkwy, Suite 1101
Burleson, Texas 76028
817-718-2009
Brian@advancedcpr.com

Apr 20, 2024

Nellie Lucano
Fort Worth ISD Purchasing
Fort Worth Independent School District
7060 Camp Bowie Blvd
Fort Worth, Texas 76116

Dear Nellie Lucano,

Thank you for the opportunity to submit a proposal in response to your Request for Proposal (RFP 24-049) seeking a **Project Manager for AED Evaluations, Service, and Replacements** in accordance with Texas Education Code 38.017 and Health and Safety code 779.003 and an AED service company to facilitate quarterly checks, maintenance, and an audit of the district's AEDs. We at Advanced CPR Training are excited to present our comprehensive approach and qualified staff to meet your needs effectively.

Company Overview:

Advanced CPR Training is a leading provider of AED services, with over 20 years of experience in servicing AEDs for educational institutions, healthcare facilities, and public organizations. We have successfully provided oversight and management of 1000s of AEDs with our customers using our powerful online AED tracking software including all consumables (Electrodes & Batteries). Being a Firefighter / Paramedic for over 21 years I know firsthand why is a top priority to track and maintain public access defibrillators to ensure they are Rescue-Ready for any cardiac emergency. With over 15 years as an American Heart Association instructor, we have trained over 10,000 students and continue to stay up to date with the latest in Emergency Cardiac Care (ECC) outlined by the American Heart. Our commitment to excellence and customer satisfaction sets us apart in the industry.

Proposed Services:

We propose to provide the following services to ensure the optimal functionality and compliance of your district's AEDs:

1. Quarterly Checks: (estimated number of 296 AEDs across the district)
 - Thorough inspections of all AED units, including batteries, pads, and overall functionality.
 - Provide basic repairs on AEDs, AED cabinets, and associated equipment set forth by the AHA, the State, and associated manufacturers.
 - We will maintain, update, and produce upon FWISD request, records of AED inspection, maintenance, repair, use, and training of all units.
 - FWISD staff will have access to our powerful online tracking system for monthly AED checks.
 - Will meet virtually with the FWISD Director of Health Services to provide an update regarding progress and findings following quarterly maintenance of district devices.
 - Will provide reports that include the number of devices serviced, supplies replaced, notations of deficiencies, and upcoming needs for device replacement.
 - Prompt identification and resolution of any issues or concerns.

2. Maintenance:
 - Regular servicing of AED units, including battery replacements, pad replacements, and necessary repairs.
 - Responsible for replacement of supplies and accessories as included in the Service Contract.
 - Our company will provide all data from an actual cardiac emergency. We will download data to provide information to the patient's medical team for review.
 - Proactive maintenance to prevent potential malfunctions or failures.

3. Audit:
 - Annual audit of all AEDs to ensure compliance with regulatory standards and manufacturer guidelines.
 - We will maintain and give the administration access to all records related to the AED program, maintenance, and training specified by the AHA Heartsaver program.

- Will provide an audit of all district buildings, including 129 campuses, regarding AED placement, maintenance, need for additional units, and compliance with manufacturer and State standards.
- Detailed reporting on the status of each AED unit and recommended actions for improvement.

4. Training:

- Training sessions for designated staff members on the proper usage and maintenance of AEDs, are conducted by our certified trainers.
- Will provide CPR training and certification to FWISD Health Services staff members.

5. Service Agreement

- Agree to a 5-year service contract with the district (option years will be reviewed annually)
- We are a direct distributor for Zoll Medical and are able to procure the AED device of FWISD's preference (the current AED model being purchased by the district is the Zoll AED 3)
- To include all warranty information and will assist with warranty work needed by the manufacturer.
- Will provide a Loaner AED in the case of FWISD units needing warranty work so the district is never without an AED.
- Will invoice FWISD by the last business day of the month before the month payment is due to be released. (unless otherwise negotiated during the process of finalizing the contract.

Qualifications:

Advanced CPR Training boasts a team of highly qualified technicians and trainers with extensive experience in AED maintenance and servicing. Our staff members hold certifications from reputable organizations such as the American Heart Association and are committed to staying updated on the latest industry standards and best practices. In the last 10 years of being in business as the preferred provider for one of the largest Healthcare organizations in the DFW metroplex, we have become one of the largest AED distributors in the DFW area.

Proposed Timeline and Pricing:

We propose a comprehensive timeline for conducting quarterly checks, maintenance activities, and audits, ensuring minimal disruption to your operations. Our pricing structure is competitive and transparent, with no hidden fees or surprises.

The following table details the pricing of AEDs including model/manufacturer information, equipment, supplies, parts, AED services, and CPR/AED/First Aid training and AED management program services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Zoll AED 3 Fully Automatic, Part # 8511-001102-01 (carry case not included)	\$1950.00
1-300 units	
301-600 units	\$1799.00
601 + units	\$1699.00
AED Wall Cabinets	\$199.00
AED Signs	\$22.95
Cost estimate to replace an initial quantity of 45 AED units (includes carry case)	\$81,000.00
Cost of quarterly service of all district devices (Services Agreement)	\$329.00 per unit per year

Cost of AED equipment/supplies including pads, batteries, etc. INCLUDED in Service Agreement	INCLUDED with Services Agreement
AHA HeartSaver K-12 certification for staff (negotiated number of staff trained per school calendar year will be finalized during the contract process)	INCLUDED with Services Agreement
Narcan Training	INCLUDED with Services Agreement
EPI Training	INCLUDED with Services Agreement
Stop the Bleed Training	INCLUDED with Services Agreement
Cost of maintenance of all AED wall cabinets Including replacing alarm batteries.	INCLUDED with Services Agreement
Cost to download data for outside medical facilities in the event a device is utilized.	INCLUDED with Services Agreement
Cost of documentation system (AED tracking, electrode, and battery expirations)	INCLUDED with Services Agreement

FCP Enterprises, LLC - dba-
 Advanced CPR Training
 PO BOX 1672
 Burleson, TX 76097
 brian@advancedcpr.com
 www.advancedcpr.com

Estimate 10220



Advanced CPR Training

ADDRESS 100 N. University Suite NW 100 Fort Worth, Texas 76107 USA	DATE 09/05/2024	TOTAL \$97,384.00	EXPIRATION DATE 10/11/2024
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/05/2024	AED Service Plan	A technician will check the AED on a regularly scheduled basis to perform the manufacturer's recommended service inspection and replace any electrodes or batteries (OEM) that are expired or soon to expire before next scheduled visit. ***Please note, this service is billed annually per unit***	296	329.00	97,384.00
09/05/2024	CPR Training	American Heart Association 2 year certification classes held annually for FWISD staff and nurses. Will guarantee 5-7 classes offered per school calendar year	500	55.00	27,500.00
09/05/2024	Site Fee	Will provide instructor to conduct training, we will provide all necessary equipment and documentation and will travel to preferred site of customers choice. We will guarantee 5-7 classes held for FWISD staff of your choice per school calendar year	8	149.00	1,192.00
09/05/2024	Site Fee	Included in for school districts on our AED Service Plan	8	-149.00	-1,192.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/05/2024	AED Online Management Program	AED Online Management Program -tracks expiration on pads and batteries -can send monthly email reminders to perform monthly inspections	296	149.99	44,397.04
09/05/2024	AED Online Management Program	AED Online Management Program -included in AED Service Plan for our school districts	296	-149.99	-44,397.04
09/05/2024	Loaner AED	Loaner AED to be used if customers unit needs to be returned to manufacture for repair. Included in AED Service Plan	1	0.00	0.00
09/05/2024	AED Service Fee	AED Service or diagnostic	296	99.00	29,304.00
09/05/2024	AED Service Fee	Included in AED Service Plan	296	-99.00	-29,304.00
09/05/2024	CPR Training	CPR Training included in AED Service Plan	500	-55.00	-27,500.00

TOTAL **\$97,384.00**

THANK YOU.

Accepted By

Accepted Date

FCP Enterprises, LLC - dba-
 Advanced CPR Training
 PO BOX 1672
 Burleson, TX 76097
 brian@advancedcpr.com
 www.advancedcpr.com

Estimate 10236



Advanced CPR Training

ADDRESS 100 N. University NW 100 Fort Worth, Texas 76107 USA	DATE 09/05/2024	TOTAL \$81,000.00	EXPIRATION DATE 10/11/2024
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DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/05/2024	Zoll AED 3 Fully Automatic	Fully Automatic Zoll AED 3 Part# 8511-001102-01 -34 New Zoll AED 3 -34 Zoll AED 3 Carry Case Part# 8000-001250 -1 year of AED Service x 34 Zoll AED 3	1	81,000.00	81,000.00
09/05/2024	Large Freight Shipping and Delivery	Large Freight Shipping and Delivery FREE SHIPPING	1	0.00	0.00

34 Zoll AED 3 Fully Automatic AEDs with 34 AED 3 Carry Cases.

TOTAL **\$81,000.00**

THANK YOU.

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE PURCHASE OF BIDIRECTIONAL AMPLIFIER SYSTEM FOR BENBROOK MIDDLE HIGH SCHOOL

BACKGROUND:

The International Fire Code, Chapter 11, directs that the public safety radios (police, fire, and EMS) have the same signal strength and functionality inside a building as exists outside. The Benbrook Middle High School campus buildings as constructed, block radio signals in parts of the building. This poses a severe safety threat to responding police officers and firefighters inside the building. The Benbrook Fire Marshall has directed that the situation be remedied. The Bidirectional Amplifier system is the best remedy to this situation.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Bidirectional Amplifier System for Benbrook Middle High School
2. Decline to Approve Purchase of Bidirectional Amplifier System for Benbrook Middle High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Bidirectional Amplifier System for Benbrook Middle High School

FUNDING SOURCE: **Additional Details**

Special Revenue 429-52-6639-390

COST:

\$160,940

VENDOR(S)/PROVIDER(S):

Aerowave

PURCHASING MECHANISM:

Cooperative Agreement

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

Benbrook Middle High School
Safety & Security

RATIONALE:

Approving the bidirectional amplifier system will ensure that firefighters and police responding to calls on the campus have good radio communications to provide for first responder safety as they remedy emergencies affecting our students and staff.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

OPERATIONS SERVICES CONTRACT

State of Texas

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§
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County of Tarrant

This Operation Services Contract (the "Contract" or "Agreement") is made by and between the Fort Worth Independent School District ("Owner" or "District"), located at 100 N. University Drive, Fort Worth, Texas 76107, and the individual, or contractor defined below ("Contractor") for the provision of services enabling the District's day-to-day operations as described in the Agreement. This Agreement is made effective as of the latest date on which it is signed by the authorized representatives of the Parties (the "Effective Date"). The "Parties" will herein refer to the Owner and Contractor.

Individual/Firm Name:	Aerowave Technologies, LLC	
Address #1:	250 E Valley Ridge Blvd. #100	
Address #2:	Lewisville	TX 75057

Contractor agrees and acknowledges that if Contractor has submitted any responses to a District's Request for Proposal ("RFP") regarding the services and/or goods provided under the Agreement, that the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable RFP. Those terms and conditions continue to be a part of the relationship between the Contractor and the District. If there is a conflict between the terms or conditions listed in the RFP and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. Additionally, Contractor agrees and acknowledges that if Contractor was procured through an applicable cooperative agreement ("Cooperative Agreement") regarding the services and/or goods provided under the Agreement, the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable Cooperative Agreement. Those terms and conditions continue to govern the relationship between the Contractor and the District. If there is a conflict between the terms or conditions listed in the Cooperative Agreement and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. (Insert the applicable RFP number or Cooperative Agreement number below, if applicable. If not applicable, please indicate as such.)

BuyBoard 698-23

Contractor desires to provide services to the District that will provide for the District's operations, and the District desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on the Effective Date, Contractor will provide to the District the services described in the attached **Exhibit A** (collectively, the "Services"). The District's terms and conditions in this Agreement will govern if there is a conflict between the terms of this Agreement and any terms or conditions inserted in the Contractor's proposal, Scope of Work, or description of services included in Exhibit A.

2. **SCOPE OF WORK.** Contractor will provide all services, materials, machinery, expertise, and labor necessary for the completion of the Services. The Services will be completed at the location described in the attached **Exhibit A** and which is owned by the District (“Worksite”). If the Services include construction, this requirement of the Contractor includes building and construction materials, labor, site security, and all required tools and machinery needed for completion of the Services.

a. **Manner of Work.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.

b. **Exclusions.** The Parties specifically exclude the following from the Services, and in no circumstances will the Contractor be required to provide the following under this Agreement:

Exclusions include Conduit Work, Core Drill Work, Drywall Work, Electrical Work, Roof Work. Tying the system alarms to the main Fire Alarm Panel is excluded, but we will assist the Fire Alarm Company. Any insurance costs other than what we normally carry for other clients will be a change order.

c. **Responsibility for Theft.** Contractor is solely responsible for any expenses resulting from the loss or theft of materials, tools, and equipment located or otherwise stored at the Worksite during the provision of the Services.

3. **PLANS, SPECIFICATIONS, AND CONSTRUCTION DOCUMENTS.** Owner will make available to Contractor all plans, specifications, drawings, blueprints, and similar plans, specifications, and/or construction documents, as applicable, that are necessary for Contractor to provide the Services described herein. Any such materials will remain the property of the District. Contractor will promptly return all such materials, if any, to the District upon completion of the Services.

4. **WORKSITE.** The Owner warrants that it owns the property where the Worksite is located and is authorized to enter into this Agreement. Prior to the start of the Services, the District shall provide an easily accessible site, which meets all zoning requirements for the structure, if any, and in which the boundaries of the District's property.

a. **Free Access to Worksite.** The District will allow workers, and if necessary, vehicles, access to the areas of the Worksite where the Services will occur. Contractor must keep doorways and other walkways clear for the movement of District students and staff during work or school hours. Contractor will make reasonable efforts to protect the District's property, both inside and outside of District buildings during the provision of the Services. Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.

b. **Utilities.** If necessary to perform the Services and as described in Exhibit A, the District shall provide and maintain, as necessary, water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the area where Contractor is performing services under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. If applicable, the District shall, at the District's expense, connect sewage disposal and water lines to the said building prior to the start of services, and at all times maintain sewage disposal and water lines during services as applicable. The District shall permit Contractor to use, at no cost, any electrical power and water necessary to carry out and complete the work.

5. **MATERIALS AND/OR LABOR PROVIDED.** Contractor will provide to District a list of all parties furnishing materials and/or labor to Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to the provision of the Services herein described. This list of materials and labor shall be attached to this Agreement as **Exhibit B**. Contractor declares, under the laws of the State of Texas, that this List is a true and correct statement of all parties providing materials and labor as part of the Services herein described.

a. **Substitution of Materials.** Contractor may substitute materials only with the express written approval of the District, provided that the substituted materials are of equal or better quality than those previously agreed upon by the Parties.

6. **REQUIRED INSURANCE.** Contractor shall carry insurance in the types and amounts indicated in this Section for the duration of the Contract. The required insurance shall include coverage for Owner's property prior to construction/work, during construction/work, and during the warranty period. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates, and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive, without any expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for payment. Failure to update policies shall be a reason for the withholding of payment until the renewal is provided to Owner. The Owner reserves the right to review the insurance requirements during the effective period of the Contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by Owner based upon changes in statutory laws, court decisions, or potential increase in expense to loss. Should the Contractor, any subcontractor, anyone directly or indirectly employed by Contractor, or anyone that Contractor controls or exercises control over, be present at a worksite with students present, then the Contractor must have Sexual Abuse/Molestation Coverage with a \$1,000,000.00 limit per occurrence.

The Owner requires the following minimum insurance coverages:

a. **Commercial General Liability Insurance.**

<u>The Commercial General Liability</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000.00
Products/Completed Operations/Aggregate	\$1,000,000.00
Bodily Injury and Property Damage (each)	\$1,000,000.00
Contractual	\$1,000,000.00

Personal and Advertising Injury	\$1,000,000.00
Fire Damage	\$ 500,000.00
Medical Expense	\$ 5,000.00

The Owner shall be named as an additional insured on a primary and non-contributory basis providing equal or greater coverage in favor of the Owner.

Coverage shall include the following:

- i. Premises operations;
- ii. Blanket Contractual Liability;
- iii. Pollution;
- iv. Products/Completed Operations;
- v. Broad Form Property Damage;
- vi. Independent Contractors;
- vii. Per project aggregate limit;
- viii. Provide a statement of claims against the aggregate limit with each renewal certificate;
- ix. X,C,U exclusions to be removed when underground work is performed; and
- x. Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents, and employees shall be provided.

b. Automobile Liability Insurance.

Automobile Liability Combined Single Limit \$1,000,000.00

- i. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of Contractor.
- ii. Owner and its officers, directors, representatives, agents, and employees shall be endorsed as Additional Insureds, as their interests may appear.
- iii. Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents, and employees shall be provided.

c. Worker's Compensation/Employers' Liability.

<u>Workers' Compensation</u>	<u>Statutory Limits</u>
Employer's Liability	
Each Accident	\$1,000,000.00
Disease (Policy Limit)	\$1,000,000.00
Disease (Each Employee)	\$1,000,000.00

Coverage at Statutory Limits with All States Endorsement.

Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents, and employees shall be provided.

d. Umbrella Insurance Policy. Excess or Umbrella Insurance (provides coverage in excess of primary Commercial General Liability, Automobile Liability, and Worker's Compensation Coverage B limits)

\$3,000,000.00

- i. The minimum coverage for the Contractor shall be ~~\$5,000,000.00~~. Limits for primary policies may differ from those shown above when Excess (Umbrella) Insurance coverage is provided.
 - ii. Owner and its officers, directors, representatives, agents, and employees shall be endorsed as Additional Insureds, as their interests may appear.
 - iii. Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents, and employees shall be provided.
- e. **Builders Risk / Installation Floater.** All risk coverage in the amount of the contract. The Owner and its officers, directors, representatives, agents, and employees shall be endorsed as Loss Payee as their interests may appear. Projects less than \$20 Million will have flood and earthquake limits of \$1 Million; projects over \$20 Million will have flood and earthquake limits of \$5 Million. Deductibles shall not exceed \$15,000 for all risk coverage and \$50,000 for flood/earthquake.
- f. **Endorsements.** Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.
- g. **Proof of Insurance.** Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms. The Contractor must name the District as an additional insured.
- h. **Requirements.**
 - i. No Work shall be commenced until all insurance requirements set forth in this Agreement have been approved by the Owner in writing.
 - ii. All insurance policies and certificates required hereunder shall be in form and content satisfactory to the Owner.
 - iii. The Owner shall be furnished a Certificate of Insurance evidencing all policies and endorsements required by this Agreement prior to execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance.
 - iv. Insurance shall be underwritten by a company licensed to do business in Texas, satisfactory to Owner, and rated minimum A-VII by A.M. Best.
 - v. The insurance coverages specified herein shall be maintained at all times during the term of the contract and, with the exception of builder's risk coverage, shall be maintained for a minimum of one (1) year thereafter.

- vi. No deletions/exclusions from the standard coverage form are allowed without the prior written consent of the Owner.
 - vii. All insurance must be issued on an occurrence basis.
 - viii. The Contractor shall be responsible for all deductibles; the Owner shall approve the deductibles selected.
 - ix. With the exception of Excess Umbrella Coverage, the coverage afforded by each carrier must be a primary over any other applicable insurance.
 - xi. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the Owner as Additional Insured, and (b) showing waivers of subrogation in favor of the Owner.
- i. Construction Projects.** If applicable, Contractor shall comply with the requirements of Rule 28, TAC §110.110, Reporting Requirements for Building or Construction Projects for Governmental Entities
- i. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing service as on a project, for the duration of the project. Duration of the project means the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in §406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity which furnishes persons to provide services on the project. "Services" include without limitation, providing hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply delivery, and delivery of portable toilets.
 - ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
 - iii. Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker's Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack coverage.

7. INSPECTION. The District has the right to inspect all work performed under this Contract and confirm that the facilities which the Contract improved, repaired, or installed function properly. All defects and uncompleted items shall be reported and corrected by the Contractor immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue.

All required inspections and tests must be documented and reflect commensurate results to effectively operate without conflicts of any nature. All inspection and certification will be done at the District's expense.

8. JOB COMPLETION. The Contractor's performance of the work described in this Contract will be deemed complete and trigger the District's payment obligation in Section 9 when the Section 7 inspection is completed and the inspector verifies that the Contractor perfectly tenders the contracted services.

a. Insufficiencies. If the inspector determines the Services are not completed or the facilities do not function properly, Contractor must promptly correct any insufficiencies. Contractor's failure to remedy insufficiencies will warrant the District to render payment of the contract price less any reasonably forecasted expenses necessary to remedy Contractor's work.

9. PAYMENT. As full compensation for the Services provided, District will make payment following satisfactory completion of the Services in an amount **NOT TO EXCEED** \$160,940.00 ("Total Contract Price"), inclusive of all fees and allowable expenses.

a. No payment in advance of or in anticipation of services to be provided under the Agreement will be made by District with the exception of a deposit amount required by Contractor and only upon mutual agreement of Parties. The fees due under the Agreement will be prorated in the event either party terminates the Agreement prior to the expiration date.

10. TERM. Contractor shall commence the Services within 30 days of 10/24/2024 and shall complete the Services on or before 12/24/2024. Upon completion of the project, District agrees to sign a Notice of Completion within ten (10) business days after the completion of the contract, pending a final inspection that certifies all work is complete. If the project passes its final inspection and District does not provide the Notice, Contractor may sign the Notice of Completion on behalf of the District.

a. Time Is of The Essence. It is essential that the Services be completed in a timely manner due to the nature of the Services. Accordingly, the Parties agree that **time shall be of the essence**, and any delay beyond the prescribed date for completion of the services as described in this Section will be a material breach of this Agreement.

11. PERMITS. The District shall obtain all necessary building or work permits for the completion of the Services. Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to complete the Services; the cost thereof shall be included as part of the Total Contract Price under this Agreement.

12. INSURANCE, PAYMENT, AND PERFORMANCE BONDS. Before work begins under this Contract, Contractor shall furnish certificates of insurance to the District substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Texas and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or

death suffered in any construction-related accident and property damage incurred in rendering the Services in an amount required by the District. Contractor shall also furnish certificates of Payment and Performance Bonds as required by Texas law. Failure to furnish such bonds when required shall render this agreement void.

13. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through the termination date but will not be entitled to any early termination charges.

14. CONFIDENTIALITY. Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the District. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential.

- a. Upon termination of this Contract, Contractor will return to the District all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.
- b. This provision will continue to be effective after the termination of this Contract.
- c. Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

15. INDEMNIFICATION.

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR

INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- b. CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- c. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- d. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

16. WARRANTY. Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor on similar projects. Contractor shall provide services in conformance with the plans, specifications, and any breakdown and binder receipt signed by Contractor and the District.

17. CRIMINAL BACKGROUND CHECK. The Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor

is the person, owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

- a. Recertification.** The Contractor must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a “location where students are regularly present.” A photographic identification badge, issued by a District approved third party company at the Contractor’s expense, must identify the Contractor’s employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section constitutes a breach of contract.
- b. No Student Contact.** The Contractor agrees that its employees, contractors, and volunteers will not work with the District’s students prior to the receipt of acceptable results of the employees’ or volunteers’ criminal background checks.
- c. Required Notice of Conviction.** The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This Subsection does not apply to a publicly held corporation.

18. ACCIDENT AND INCIDENT REPORTING. The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor’s performance of this agreement.

- a. Child Abuse Reporting.** The Contractor must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.

- b. **Reporting.** The Contractor must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

19. CONTRACTOR'S BEHAVIOR. Sexual harassment of employees of the Contractor, employees of the District, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.

- a. **Compliance With Board Policies.** Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>. In the event that Contractor or an individual under its control violates a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- b. **Contractor's Status & Liability.** The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to: (1) make Contractor the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect Contractor's independent contractor status described herein.
- c. **Banned Substances.** Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor must also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

20. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott

energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

- 21. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 22. BOYCOTT ISRAEL.** Pursuant to Texas Government Code Chapter 2271, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of this Agreement.
- 23. ANTI-TERRORISM.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 24. RETENTION OF CONTRACTING INFORMATION.** Pursuant to District Board Policy CHE(LLEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 25. LIABILITY.** Contractor's liability on any claim for loss or damage arising out of this Contract shall not be capped, and shall cover all direct, consequential, incidental, penal, and other damages occurring from the Contractor's breach, or the breach of any of Contractor's subordinate entities or individuals.
- 26. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
 - a. The failure of the District to make a required payment when due after reasonable notice is provided to District by Contractor.
 - b. The insolvency of either Party or if either Party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
 - c. A lawsuit is brought on any claim, seizure, lien, or levy for labor performed or materials used on or furnished to the project by either party or there is a general assignment for the

benefit of creditors, application, or sale for or by any creditor or government agency brought against either Party.

- d. The failure of the Contractor to deliver the Services in the time and manner provided for in this Agreement.

27. FORCE MAJEURE. Neither Party will be liable to the other Party hereunder or in default under this Contract 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.

28. TERMINATION.

a. **Termination for Default.** In addition to any and all other rights a party may have available according to the law of the State of Texas, if a Party defaults by failing to substantially perform any provision, term, or condition of this Contract, the other Party may terminate the Contract by providing written notice with sufficient detail of the nature of the default to the defaulting Party. The Party receiving said notice shall have ten (10) days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in ten (10) days. Unless waived by a Party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

b. **Termination for Convenience.** Either Party may terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other Party. The fees due under the Agreement will be prorated in the event either Party terminates the Agreement prior to the expiration date.

c. **No Preliminary Alternate Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed in writing by the Parties.

29. ENTIRE AGREEMENT. This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement with the exception of any response by Contractor to the District's Request for Proposals, if any, or any applicable cooperative agreement utilized in the procurement of the Services. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the Parties.

30. THESE TERMS CONTROL. In the event that the terms of this Agreement conflict with the terms of any attachments, incorporated documents, or otherwise, regardless of whether they are provided by the District or the Contractor, the terms of this Agreement will control.

31. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision

it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

32. AMENDMENT. This Agreement may be modified or amended in writing if the writing is signed by each party.

33. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to any choice of law provisions of Texas or any other jurisdiction.

34. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, or to such other address as one party may have furnished to the other in writing.

a. To District: Fort Worth Independent School District
Name of District Contact: Dr. Karen Molinar
Address: 7060 Camp Bowie Blvd.
Fort Worth TX 76116

b. With Copies to: Fort Worth Independent School
District Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

c. To Contractor: Aerowave Technologies, LLC William
Name of Vendor Contact: Young
Address: 250 E Valley Ridge Blvd #100
Lewisville, TX 75057

35. WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

36. NOT CONSTRUED AGAINST DRAFTER. No provision of this Agreement shall be construed by any court or other judicial authority against any Party hereto by reason of such Party's being deemed to have drafted or structured such provisions.

37. SIGNATORIES. This Agreement shall be signed by Dr. Angélica M. Ramsey, Superintendent, or her designee, acting on behalf of Fort Worth Independent School District, and the Contractor representative identified below, on behalf of Contractor, and become effective on the Effective Date.

[Signature Page Follows]

ELECTRONIC SIGNATURE

The Parties agree here to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and the Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed:



Name: Dr. Karen Molinar

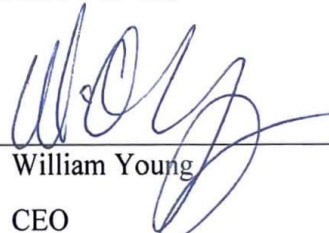
Title: Deputy Superintendent

Date:

Req. #:

FOR CONTRACTOR:

Signed:



Name: William Young

Title: CEO

Date: August 8, 2024

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed:

Dr. Angélica M. Ramsey
Superintendent of Schools

Date:

Business Organization: (Check one)

Corporation

Partnership

Individual/Sole Proprietor

Limited Liability Company (LLC)

Other Entity Type:

APPROVED AS TO FORM:

Signed:


Legal Counsel for District

Date: 08/20/2024

Contractor Employer ID #:

85-3804445

Exhibit A – Services

Scope of work includes equipment and labor to permit, design, and install Emergency Responder Radio Coverage (“ERRC”) Bi-Directional Amplifier (“BDA”) system at both buildings at Benbrook Middle-High School in Benbrook, TX. Additionally, scope includes receiving acceptance for ERRC BDA per the City of Benbrook standards. Scope of work assumes using fiber to connect both buildings’ ERRC BDA systems, if the fiber is in single mode.



Quote

250 E Valley Ridge Blvd
 Suite 100
 Lewisville, TX 75057
 www.aerowavetech.com

Date	Estimate #
7/21/2024	QUO7394

Client Name

FOR203 FORT WORTH ISD : SAFETY & SECURITY

Bill To

Fort Worth ISD
 100 N. UNIVERSITY DRIVE
 FORT WORTH TX 76107
 United States

Ship To

FORT WORTH ISD SAFETY & SECURITY
 100 N. UNIVERSITY DRIVE
 FORT WORTH TX 76107
 United States

Expires	Memo	Sales Rep	Shipping Method
8/31/2024	ERRC BDA for Benbrook Middle-High School	William Young	Delivery - Tech

Qty	Item Name	Item Description	Rate	Amount
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BuyBoard Title - BDA BuyBoard Contract 698-23

TITLE Emergency Responder Radio Coverage Bi-Directional Amplifier Installation for Benbrook Middle-High School

1	BDACONTRACTOR-RADIO	ERRC BDA Radio System Materials	93,345.00	93,345.00
1	BDACONTRACTOR-RADIO	ERRC BDA Radio System Labor	67,595.00	67,595.00

Description Project Scope: ERRC DAS Design, Installation, and Acceptance for both buildings at Benbrook Middle-High School in Benbrook, TX per the City of Benbrook standards.

Exclusions:
 - Conduit Work
 - Core Drill Work
 - Drywall Work
 - Electrical work
 - Roof Work
 - Tying the system alarms to the Main Fire Alarm Panel is excluded but we will assist the Fire Alarm Company.
 - Any insurance cost other than what we normally carry for other clients will be a change order.

1	Aerowave Delivery - Technician		0.00	0.00
---	--------------------------------	--	------	------

All orders are subject to credit approval. 20% restocking charge on any returned goods. No goods may be returned without our express written permission. I have read and understand the the terms and conditions.

Total	\$160,940.00
-------	--------------

Client Signature _____

Date _____

Exhibit B – List of Material & Labor

Equipment includes ADRF brand PSR-78-9533-X public safety digital repeater for the BDA, along with coaxial cable, donor antenna on the roof, and distributed antennas throughout the buildings. Aerowave will subcontract the design and installation labor to SEMA Wireless, with whom Aerowave has worked for every Texas independent school district BDA implementation project.

FORM D - CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

The Contractor listed below will obtain history record information that relates to an employee, applicant for employment, or agent of the Contractor (“servant”) if the servant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property, or at another location where students are regularly present. The Contractor certifies to FWISD that before beginning work, and at least once per year thereafter, criminal history record information will be obtained. The Contractor shall assume all expenses associated with the background checks and shall immediately remove any servant who was convicted of any felony, or a misdemeanor involving moral turpitude, as defined by Texas law, from FWISD’s property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a substantial failure. If the Contractor is the person, owner, or operator of the business entity, Contractor may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

Section 44.034(a) of the Texas Education Code states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) further provides, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION

If the Contractor is a publicly held corporation, proceed to Section A, below.

I, the undersigned agent for the Contractor named below, certify that: (1) the information concerning criminal background check and notification of felony convictions has been reviewed by me; (2) the following information furnished is true to the best of my knowledge; and (3) I acknowledge compliance with this section.

Contractor’s Name: Aerowave Technologies, LLC

Authorized Company Official’s Name: William Young

A. The Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable:

Company Official’s Signature: _____ Date: _____

B. The Contractor is not owned nor operated by anyone who has been convicted of a felony:

Company Official’s Signature: William O. Young Date: 8/8/2024

C. The Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Company Official’s Signature: _____ Date: 8/8/2024

Note: Name & Signature of Company Official should be the same as on the Affidavit (Form C)

Contractor is responsible for the performance of the persons, employees, and sub-contractors Contractor assigns to provide services for the Fort Worth ISD pursuant to this RFP on any and all Fort Worth ISD campuses or facilities. Contractor will not

assign individuals to provide services at a Fort Worth ISD campus or facility who have a felony conviction or a history of violent, unacceptable, or grossly negligent behavior, without the prior written consent of the Fort Worth ISD Purchasing Department.

Model SB 9 Contractor Certification Form

Criminal History Record Information Review of Certain Contract Employees

Introduction: Chapter 22 of the Texas Education Code requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: Includes all employees of a contractor (including subcontractors and independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Aerowave Technologies, LLC, I, with the contact information provided below:

Individual's Full Name: William Young
Street Address: 4409 Shady Hill Drive, Dallas, TX, 75229
Telephone Number: 214-616-5778
Fax Number: 214-222-2010
E-Mail Address: will@aerowavetech.com

Certify that (check one of the following):

- None of Contractor's employees are *covered employees*, as defined above; **OR**
- Some or all of the Contractor's employees are *covered employees*. If this box is selected, I further testify that:
 - Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
 - None of the covered employees has a disqualifying conviction.
 - Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. The District reserves the right to conduct its own criminal background check of Contractor and its covered employees.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

William O. Young
Signature

8/8/2024
Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION BETWEEN FORT WORTH ISD AND THE CITY OF BENBROOK FOR SCHOOL SECURITY SERVICES FOR THE 2024 – 2025 SCHOOL YEAR

BACKGROUND:

Fort Worth Independent School District and the City of Benbrook are entering into a Memorandum of Understanding for the services of four (4) police officers participating in the School Security Initiative at Western Hills High School, Benbrook Middle – High School, Benbrook Elementary School and Westpark Elementary School. The annual contract period is from September 1, 2024 through August 31, 2025.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and Benbrook Police Department to provide a safe and secure environment for education. District will pay 50% of all personnel costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the ratification between Fort Worth ISD and the City of Benbrook for School Security Services for the 2024-2025 School Year.
2. Decline to Approve Memorandum of Understanding between Fort Worth ISD and the City of Benbrook for School Security Services for the 2024-2025 School Year.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve ratification between Fort Worth ISD and the City of Benbrook for School Security Services for the 2024-2025 School Year.

FUNDING SOURCE: **Additional Details**

General Fund 199-52-6299-390-000000

COST:

\$273,636.00

VENDOR(S)/PROVIDER(S):

City of Benbrook

PURCHASING MECHANISM:

Interlocal Agreement

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

Safety & Security
Western Hills High School
Benbrook Middle-High School
Benbrook Elementary
Westpark Elementary

RATIONALE:

Fort Worth ISD is partnering with the City of Benbrook to provide school security services. This collaborative agreement provides a police services to the schools that are in the jurisdiction of the City of Benbrook and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Dr. Karen Molinar
Deputy Superintendent, Administrative Services

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises, and agreements contained herein, this agreement ("Agreement" or "MOU") is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Andy Wayman, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted independent school district (hereinafter referred to as "District,") acting by and through Dr. Angélica M. Ramsey, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT, and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this MOU, School Resource Officers shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of the District shall coordinate with District campus behavior coordinators and other District employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other

District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

City understands and agrees that all School Resource Officers under this Agreement will be required to attend District-sponsored racial equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this Agreement, there shall be four (4) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. The District agrees to share 50% of all personnel costs incurred by the City in this project.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this Agreement shall not exceed \$273,636.00 for the 2024-2025 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this Agreement is for a period beginning on September 1, 2024, and ending on August 31, 2025.

5.

This Agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to the District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice

to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of the notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this Agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this Agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance, (including liability coverage) provided to all police officers employed by the City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within its jurisdiction. These plans shall be kept confidential within the Benbrook Police Department for security purposes, but meetings shall be held with authorized representatives of the District to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for the maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged, and hold harmless the District from any and all claims, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or its connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance, or attempted performance of this Agreement will not discriminate against any person or persons because of sex, race, religion, color, or national origin, nor will either party permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court of federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, the venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution, performance or attempted performance, or non-performance of this Agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of the City and District have approved the execution of this MOU, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

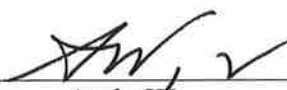
17.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Road, Benbrook, Texas 76126

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Benbrook, Tarrant County, Texas, this ____ day of _____, A.D. 2024.

ATTEST CITY OF BENBROOK

By: 
Beth Fischer
City Secretary

By: 
Andy Wayman
City Manager

APPROVED AS TO FORM AND LEGALITY:

By: 
City Attorney

By: _____
FWISD Attorney

Date: 9/18/2024

Date: _____

ATTEST FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Angélica M. Ramsey
Superintendent of Schools

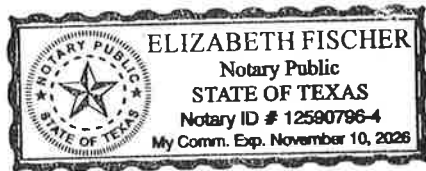
By: _____
Roxanne Martinez
Board President

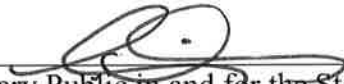
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of
July, 2024.




Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Angélica M. Ramsey, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

EXHIBIT A

The Fort Worth Independent School District (“District”) approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and the District’s authority to handle discipline and give consequences. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, “the duties [of SROs] must be included in ...any memorandum of understanding providing for a school resource officer.” Specifically, the Student Code of Conduct states:

“To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are “crime prevention, intervention with students and enforcement of the law.”

EXHIBIT B

SRO ROLES AND RESPONSIBILITIES

- SRO will collaborate with school administrators to establish and maintain a safe and secure learning environment.
- SRO will assist with conflict resolution efforts and build a positive rapport with students, parents, visitors, and campus staff.
- SRO will conduct activities that will help to maintain order, by enforcing state laws and city ordinances.
- SRO will conduct foot patrols and monitoring of District campuses to deter criminal activity.
- SRO will work closely with school administration to develop and train school staff in responding to various crisis situations once approved by the SRO's chain of command as well as the District's Safety & Security department.
- SRO will utilize the District radio communication system in order to be accessible to District staff during their shift.
- SRO will assist campus administration in the removal of any unauthorized persons on the campus during their shift.
- SRO will assist school administration with campus security and safety concerns.
- SRO will participate as a member of the campus threat assessment team as outlined by Senate Bill 11 for the purposes of assessing risks and threats in school.
- SRO will assist with traffic on public and school property to ensure proper traffic flow around school campuses.

**ACTION AGENDA ITEM
SPECIAL BOARD MEETING
September 24, 2024**

TOPIC: APPROVE FISCAL YEAR 2024 CARRY-FORWARD PURCHASE ORDERS AND ADDITIONAL BUDGET REQUESTS

BACKGROUND:

Fort Worth ISD embarked on several major projects during the 2023-2024 fiscal year. In order to maintain the planned budget for 2024-2025, the District is requesting \$21.9M for General Fund carry-forward purchase orders. These projects continue through 2024-2025 due to delivery delays.

Also, this amendment includes request for additional funding totaling \$6.2M for textbooks, roof repairs, fire alarm replacements, contingency for Enterprise Resource Planning (ERP), and an increase in the payment to Tax Appraisal District (TAD).

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 Carry-Forward for Purchase Orders and Additional Budget Requests
2. Decline to Approve the Budget Amendment Carry-Forward for Purchase Orders and Additional Budget Requests
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Budget Amendment Carry-Forward for Purchase Orders and Additional Budget Requests

FUNDING SOURCE: *Additional Details*

General Fund Various

COST:

\$28,076,882

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All District Schools/Departments

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

2024-2025 General Fund

	Consolidated General Fund 2024-2025 Adopted Budget	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 8/31/2024
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$474,980,239	\$0	\$474,980,239
5800 State Revenue	\$335,174,798	\$660,000	\$335,834,798
5900 Federal Revenue	\$16,403,057	\$0	\$16,403,057
7900 Other Sources	\$0	\$0	\$0
Total Revenue & Other Sources	\$826,558,094	\$660,000	\$827,218,094
EXPENDITURES			
11 Instruction	\$459,832,354	\$5,522,068	\$465,354,422
12 Instruction Resources and Media Services	\$10,596,117	\$0	\$10,596,117
13 Curriculum and Instructional Staff Development	\$9,230,997	\$0	\$9,230,997
21 Instructional Administration	\$15,680,681	\$0	\$15,680,681
23 School Administration	\$50,502,537	\$0	\$50,502,537
31 Guidance and Counseling Services	\$43,158,592	\$0	\$43,158,592
32 Social Work Services	\$3,059,973	\$0	\$3,059,973
33 Health Services	\$12,532,797	\$0	\$12,532,797
34 Student Transportation	\$23,488,331	\$8,239,895	\$31,728,226
35 Food Services	\$384,036	\$0	\$384,036
36 Cocurricular/Extracurricular Activities	\$20,757,789	\$147,082	\$20,904,871
41 General Administration	\$26,765,833	\$25,000	\$26,790,833
51 Plant Maintenance and Operations	\$105,379,558	\$6,166,455	\$111,546,013
52 Security and Monitoring Services	\$17,969,059	\$47,458	\$18,016,517
53 Data Processing Services	\$26,117,249	\$3,450,251	\$29,567,500
61 Community Services	\$4,617,764	\$0	\$4,617,764
71 Debt Service	\$2,100,000	\$0	\$2,100,000
81 Facilities Acquisition & Construction	\$1,130,000	\$4,824,869	\$5,954,869
91 Contracted Instructional Services between Public Schools	\$8,154,673	\$0	\$8,154,673
95 Payments to Juvenile Justice Alt Ed Program	\$36,000	\$0	\$36,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,714,103	\$313,804	\$3,027,907
Total Budgeted Expenditures	\$844,208,443	\$28,736,882	\$872,945,325
Total Deficit	(\$17,650,349)	(\$28,076,882)	(\$45,727,231)
Beginning Fund Balance (Unaudited - Estimated)	372,760,272		372,760,272
Fund Balance-Ending (Unaudited)	\$355,109,923	(\$28,076,882)	\$327,033,041

Explanations

August 31, 2024 Budget Amendment		Increase	Decrease	Net Effect	
Object 5800	Revenue				
	Fund 199-increase State revenue from Pre-K ADA	660,000	-		
	Overall effect in Object 5800	660,000	0	660,000	
	Total	660,000	0	660,000	
Function	Expenses				
	11	Fund 198 - Carry-forward purchase orders for Visual & Performing Arts	11,406		
		Fund 199-Carry-forward purchase orders for Math/Science, CTE and Leadership Academies - textbooks	3,935,408		
		Fund 199- Textbook purchases and Pre-K contract	1,575,254		
		Overall effect on Function 11	5,522,068	0	5,522,068
	34	Fund 198-Carry-forward purchase orders for Transportation (Buses)	8,239,895		
		Overall effect on Function 34	8,239,895	0	8,239,895
	36	Fund 198-TRE carry-forward balance for Athletics	147,082		
		Overall effect on Function 36	147,082	0	147,082
	41	Fund 199-carry-forward PO for Business and Finance	25,000		
		Overall effect on Function 41	25,000	0	25,000
	51	Fund 198-TRE carry-forward purchase orders for Transportation and Maintenance/Operations	643,473		
		Fund 199-carry-forward purchase orders for Maintenance/Oprations and Technology	1,072,982		
		Fund 199 - Roof replacement	2,000,000		
		Fund 199- Fire alarm replacement	1,700,000		
		Fund 199-Sale of property 840 Cooks Lane	750,000		
		Overall effect on Function 51	6,166,455	0	6,166,455
	52	Fund 198-carry-forward purchase orders for Safety & Security	47,458		
		Overall effect on Function 52	47,458	0	47,458
	53	Fund 198-Increase to Technology TRE allocation	192,588		
		Fund 199-Carryforward rolled purchase orders for ERP system and additional budget request for ERP contingency	3,257,663		
		Overall effect on Function 53	3,450,251	0	3,450,251
	81	Fund 198-Carry-forward purchase orders for Transportation	713,942		
		Fund 199-carry-forward purchase orders for Maintenance/Operations and Business and Finance - fire alarm replacments , elevator repairs and District Service Center renovations	4,110,927		
		Overall effect on Function 81	4,824,869	0	4,824,869
	99	Fund 199- Tax Appraisal District increase	313,804		
		Overall effect on Function 99	313,804	0	313,804
	Total	28,076,882	0	28,076,882	

FORT WORTH INDEPENDENT SCHOOL DISTRICT



SUMMARY OF 2024-2025 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	8/31/2024
Revenue and Other Sources			
5700 Local Revenue	\$474,980,239	\$ -	\$474,980,239
5800 State Revenue	335,174,798.00	\$ 660,000.00	\$335,834,798
5900 Federal Revenue	\$16,403,057	\$ -	\$16,403,057
7900 Other Sources	\$	-	
Total Revenue & Other Sources	\$826,558,094	\$ 660,000.00	827,218,094
Expenditures			
11 Instruction	\$ 459,832,354	\$5,522,068	465,354,422
12 Instructional Resources and Media Services	10,596,117	-	10,596,117
13 Curriculum and Instructional Staff Development	9,230,997	-	9,230,997
21 Instructional Administration	15,680,681	-	15,680,681
23 School Administration	50,502,537	-	50,502,537
31 Guidance and Counseling Services	43,158,592	-	43,158,592
32 Social Work Services	3,059,973	-	3,059,973
33 Health Services	12,532,797	-	12,532,797
34 Student Transportation	23,488,331	8,239,895	31,728,226
35 Food Services	384,036	-	384,036
36 Cocurricular/Extracurricular Activities	20,757,789	147,082	20,904,871
41 General Administration	26,765,833	25,000	26,790,833
51 Plant Maintenance and Operations	105,379,558	6,166,455	111,546,013
52 Security and Monitoring Services	17,969,059	47,458	18,016,517
53 Data Processing Services	26,117,249	3,450,251	29,567,500
61 Community Services	4,617,764	-	4,617,764
71 Debt Service	2,100,000	-	2,100,000
81 Facilities Acquisition & Construction	1,130,000	4,824,869	5,954,869
91 Contracted Instructional Services between Public Sch	8,154,673	-	8,154,673
95 Payments to Juvenile Justice Alt Ed Program	36,000	-	36,000
97 Tax Increment Financing	-	-	
99 Other Intergovernmental Charges	2,714,103	313,804	3,027,907
Total Budgeted Expenditures	\$844,208,443	28,736,882	\$ 872,945,325
Total Deficit	\$ (17,650,349)	(28,076,882)	\$ (45,727,231)
Beginning Fund Balance (Unaudited-Estimated)	372,760,272		372,760,272
Fund Balance - Ending (Unaudited)	\$355,109,923	(\$28,076,882)	\$327,033,041

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: **APPROVE THE PURCHASE OF EXCESS WORKERS COMPENSATION INSURANCE**

BACKGROUND:

A Workers’ Compensation Excess Insurance policy is written to indemnify a self-insured employer for workers’ compensation claims exceeding a designated dollar amount. The District is a Worker’s Compensation self-insurer under Chapter 504 of the Texas Labor Code.

Higginbotham, the District’s broker of record, has secured quotes for Excess Workers’ Compensation insurance. The proposed policy period is from October 1, 2024 through October 1, 2025. Listed below is the recommended carrier/provider

Coverage Type	Company / Provider	Coverage / Deductible	Premium Cost Not to Exceed	Purchasing Mechanism
Excess Workers’ Compensation	Safety National Casualty Insurance	\$2,000,000 retention per occurrence \$2,000,000 aggregate	\$265,000	Bid Summary / Evaluation (Higginbotham)

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Excess Workers’ Compensation Insurance
2. Decline to Approve the Purchase of Excess Workers’ Compensation Insurance
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Excess Workers’ Compensation Insurance

FUNDING SOURCE: **Additional Details**

Internal Service Fund 753-41-6429-438

COST:

\$265,000

VENDOR:

Higginbotham

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-019

Number of Bid/Proposals received: 5

HUB Firms: 0*

Compliant Bids: 5

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

District-wide

RATIONALE:

The purchase of Excess Workers' Compensation Insurance will provide a stop gap loss protection for the District in the event of a significant loss, as well as appropriate defense when claims are made.

INFORMATION SOURCE:

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

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE ANNUAL COOPERATIVE FEES REPORT

BACKGROUND:

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

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

Central Texas Purchasing Alliance, Annual Membership Fee	\$150.00
State of Texas Cooperative Purchasing Program, Annual Membership Fee	\$100.00
BuyBoard Purchasing Cooperative, Fees Related to Vehicle/Bus Purchases	
.....	\$1,200.00

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Cooperative Fees Report

FUNDING SOURCE: **Additional Details**

General Fund199-41-6495-422 Annual Membership Fees

COST:

\$1,450.00

VENDOR(S)/PROVIDER(S):

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

PURCHASING MECHANISM:

Interlocal Agreement

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

Business and Finance Division

RATIONALE:

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

INFORMATION SOURCE:

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

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE THE PURCHASE OF CHARTER BUS SERVICES

BACKGROUND:

Various departments and schools require Charter Bus Services to shuttle students to college visits, UIL events, out-of-town trips and other events that require the transport of students and staff. Charter Bus Services will be contracted during the 2024-2025 to continue to support the schools and departments for upcoming events and trips.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the purchase of Charter Bus Services
2. Decline to Approve the purchase of Charter Bus Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of Charter Bus Services

FUNDING SOURCE: **Additional Details**

Various Funding Sources

COST:

\$750,000 Estimated

VENDOR(S)/PROVIDER(S):

Academy Charters, LLC
AJL International
Ash Limousine
Avalon Motor Coaches
Continental Touring Solutions
Cowtown Bus Charters
Dan Dipert Coaches
Durham School Services

Echo Transportation
Freedom Charters and Tours
Game Time Transportation
Imperial Charters, LLC
Kerrville Bus Company
Premier Transportation Services, LLC
Skyway Charters, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-113
Number of Bid/Proposals received: 6
HUB Firms: 1*
Compliant Bids: 6

Bid/Proposal Statistics

Bid Number: 22-113-A
Number of Bid/Proposals received: 12
HUB Firms: 0*
Compliant Bids: 11

The above solicitation has been evaluated in accordance with the Texas Education Code section 44.031 (b). The vendors listed above have been selected to support this service.

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

District-Wide

RATIONALE:

The approval of the purchase of Charter Bus Services provides the ability for all Fort Worth ISD schools and departments to provide transportation for students to UIL events, away games (including tournaments and playoff games) and other out of town events when school buses are not available or not feasible for the trip.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services
Carmen Arrieta-Candelaria, Chief Financial Officer, Division of Business and Finance

**CONSENT AGENDA ITEM BOARD
MEETING
September 24, 2024**

**TOPIC: **APPROVE THE APPLICATION FOR THE WAIVER OF THE 2024-2025
REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION****

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades Prekindergarten (PK) through Grade Four meet the requirements of the TEC §25.112. If the review indicates any class for grades PK-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for an exception under TEC §25.112 (d). A district seeking an exemption must notify the commissioner and apply for the exemption not later than the later of: (1) October 1; or 2) the 30th day after the first school day the district exceeds the limit. An exception request must be approved by the school District's Board of Trustees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Application for the Waiver of the 2024-2025 Request for Maximum Class Size Exception
2. Decline to Approve the Application for the Waiver of the 2024-2025 Request for Maximum Class Size Exception
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Application for the Waiver of the 2024-2025 Request for Maximum Class Size Exception

COST:

No Budget Impact

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Campus List (See Attached)

RATIONALE:

Existing staff were reallocated during the fall leveling process in order to meet the student-teacher ratio of 22:1 to the greatest extent possible. Despite the reallocation of staff, there are still classrooms over the established 22:1 class size ratio in grades PK-4. Talent Management recommends applying for a Waiver of the 2024-2025 Request for Maximum Class Size Exception.

INFORMATION SOURCE:

Woodrow Bailey III, Chief Talent Officer

Board Agenda Attachment
September 24, 2024

Campus Number	Campus Name	Campus Number	Campus Name
105	WEST HANDLEY ELEMENTARY	138	H V HELBING ELEMENTARY
120	RUFINO MENDOZA ELEMENTARY	139	MILTON KIRKPATRICK ELEMENTARY
121	DE ZAVALA ELEMENTARY	146	M H MOORE ELEMENTARY
127	CHRISTENE MOSS ELEMENTARY	147	MORNINGSIDE ELEMENTARY
133	W M GREEN ELEMENTARY	156	RIDGLEA HILLS ELEMENTARY
134	GREENBRIAR ELEMENTARY	160	MAUDRIE WALTON ELEMENTARY
153	A M PATE ELEMENTARY	161	SAM ROSEN ELEMENTARY
188	ATWOOD MCDONALD ELEMENTARY	165	RICHARD J WILSON ELEMENTARY
219	LOWERY ROAD ELEMENTARY	206	BILL J ELLIOTT ELEMENTARY
221	WESTERN HILLS PRIMARY	209	EDWARD J BRISCOE ELEMENTARY
222	CLIFFORD DAVIS ELEMENTARY	226	SEMINARY HILLS PARK ELEMENTARY
118	HAZEL HARVEY PEACE ELEMENTARY	110	CARROLL PEAK ELEMENTARY
119	DAGGETT ELEMENTARY	114	MANUEL JARA ELEMENTARY
122	DIAMOND HILL ELEMENTARY	132	GLEN PARK ELEMENTARY
126	EAST HANDLEY ELEMENTARY	135	VAN ZANDT-GUINN ELEMENTARY
130	HARLEAN BEAL ELEMENTARY	149	NORTH HI MT ELEMENTARY
143	D MCRAE ELEMENTARY	150	OAKHURST ELEMENTARY SCHOOL
157	LUELLA MERRETT ELEMENTARY	154	MARY LOUISE PHILIPS ELEMENTARY
159	VERSIA L WILLIAMS ELEMENTARY	162	SAGAMORE HILL ELEMENTARY
163	BRUCE SHULKEY ELEMENTARY	169	SUNRISE ELEMENTARY
167	SOUTH HILLS ELEMENTARY	175	WASHINGTON HEIGHTS ELEMENTARY
168	SPRINGDALE ELEMENTARY	180	WESTERN HILLS ELEMENTARY
172	WJ TURNER ELEMENTARY	115	GEORGE C CLARKE ELEMENTARY
177	WESTCLIFF ELEMENTARY	123	S S DILLOW ELEMENTARY
178	WESTCREEK ELEMENTARY	151	NATHA HOWELL ELEMENTARY
184	WORTH HEIGHTS ELEMENTARY	176	WAVERLY PARK ELEMENTARY
208	TA SIMS ELEMENTARY	227	DOLORES HUERTA ELEMENTARY
216	WOODWAY ELEMENTARY	116	LILY B CLAYTON ELEMENTARY
220	ALICE D CONTRERAS ELEMENTARY	124	MAUDE LOGAN ELEMENTARY
225	BONNIE BRAE ELEMENTARY	137	HUBBARD HEIGHTS ELEMENTARY
125	EASTERN HILLS ELEMENTARY		

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM APPLICATION
FOR THE 2024-2025 SCHOOL YEAR**

BACKGROUND:

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

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

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

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

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

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

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

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Optional Flexible School Day Program Application for the 2024-2025 School Year
- 2. Decline to Approve Optional Flexible School Day Program Application for the 2024-2025 School Year
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Optional Flexible School Day Program Application for the 2024-2025 School Year

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Texas Education Agency

PURCHASING MECHANISM:

Not a Purchase

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

College, Career, & Military Readiness and Enrichment
 Marine Creek Collegiate High School
 Tarrant County College South / Fort Worth ISD Collegiate High School
 Texas Academy of Biomedical Sciences
 Dunbar High School (ECHS/PTECH Academy and Summer Credit Recovery)
 OD Wyatt High School (ECHS Academy and Summer Credit Recovery)
 Polytechnic High School (PTECH Academy and Summer Credit Recovery)
 Northside High School (PTECH Academy and Summer Credit Recovery)
 Eastern Hills High School (PTECH Academy and Summer Credit Recovery)
 Carter Riverside High School (PTECH Academy and Summer Credit Recovery)
 South Hills High School (PTECH Academy and Summer Credit Recovery)
 Diamond Hill Jarvis High School (PTECH Academy and Summer Credit Recovery)

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

RATIONALE:

Approval of the Optional Flexible School Day Program for the 2024-2025 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year. This program will also allow families to have increased flexibility for college courses, as well as, opportunities for credit recovery and community dropout prevention.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

Texas Education Agency



APPLICATION

Updated April 2024

Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

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

Definition of Program Provisions

Eligible Students

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

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

AND

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

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

Assessment

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

Participation in University Interscholastic League (UIL)

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

Attendance Credit

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

Board Approval

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

Continuation or Revocation of Program Authorization

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

Reporting Requirements

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

Provisions of Agreement

Article I – Parties to Agreement

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

Fort Worth Independent School District

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

located at

7060 Camp Bowie Drive, Fort Worth, Texas 76116

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

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

Article III – Purpose of Agreement

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

Article IV – Reporting Requirements

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

Article V – General and Special Provisions to the Agreement

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

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

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

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

Typed Name Mohammed Choudhury

Signed by:

Authorized Signature

Typed Title Deputy Superintendent

Appendix One Assurances

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

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

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

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

and

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

The district agrees:

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

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

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

Roxanne Martinez, 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

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

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

Signature of Person Authorized to Bind the District or Charter School

Date

Initial
ML

Appendix Two Board Approval

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

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

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

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

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

Month: September

Day: 24

Year: 2024

Time: 5:30

Location: 7060 Camp Bowie Blvd., Fort Worth, TX 76116

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

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

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

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

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

Signature of Person Authorized to Bind the District or Charter School

Date

Initial
MC

Appendix Three

Attendance and Compliance Procedures of Proposed Program

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

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

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

Explain the following:

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

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

Appendix Four District Contacts

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

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

District Contacts for the Application

District/Charter School Superintendent:	Dr. Angelica Ramsey, Superintendent,
Mailing Address:	7060 Camp Bowie Blvd.
City, State, Zip Code:	Fort Worth, TX 76116
Telephone Number:	817-814-2000
Email Address:	angelica.ramsey@fwisd.org

District PEIMS Coordinator:	Tandi Smith
Email Address:	tandi.smith@fwisd.org

OFSDP Contact Name:	Mohammed Choudhury
Email Address:	mohammed.choudhury@fwisd.org

OFSDP Contact Name:	Robert Wright
Email Address:	robert.wright@fwisd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five **Participating Campuses, Student Eligibility, and Period of Agreement**

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

***All file names should include the district/charter school’s name**

Fort Worth ISD OFSDP Appendix 3

1. Describe the program goals and objectives.

The OFSDP will provide an additional opportunity for students on an ECHS campus to have a more accommodating schedule and decrease the amount of time students must be present at school without instruction. Another objective of the OFSDP will be to offer opportunities to recover credit when students are at risk of being denied credit for classes due to poor attendance or grades. Fort Worth ISD also seeks to ensure students enrolled in ECHS are afforded the flexible scheduling to enroll in coursework needed to complete their high school diploma and college coursework as required for first-attempt credits and credit recovery. Finally, the mission of the district's online dropout recovery program is to provide a flexible, high-quality educational program to the high school-age students in the district who have not yet earned high school diplomas and who, for a variety of reasons, cannot or will not participate in the district's traditional or alternative face-to-face programs.

The objective of the program is to re-engage students who left high school without a diploma, provide an opportunity for them to complete their graduation requirements, and earn a high school diploma from the district.

2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.

Students enrolled in OFSDP will be individually scheduled to meet their high school and college needs and will not be limited to the traditional school days and hours. Students may enroll in coursework between the months of August – June, and the days of the week might consist of Monday-Sunday, with times dependent on student need. An OFSDP ECHS School Year Calendar has been created to communicate the minimized yearly calendar for students who meet all end-of-year early release requirements. As a participant in an online dropout recovery program, the student's schedule is dependent on the student's availability and life responsibilities, such as working to provide for family members, childcare obligations, other caregiver obligations, etc. Students are able to access their courses based on their available time and can receive support from teachers during scheduled meetings and via email and chat and between 8 am and 8 pm CST for Academic Coaches and Local Advocates. Furthermore, students have access to live tutor support 24 hours a day, 360 days a year.

3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

FWISD and each respective high school will utilize Institution of Higher Education partners to provide college-level instruction during times outside of the traditional school day to meet the individual needs of each OFSD student. Summer coursework will be available for credit recovery through FWISD summer programs and college coursework will be available through IHE partnerships. Each teacher providing instruction for high school-only courses is vetted by FWISD and certified by the state of Texas and is highly qualified to teach his/her assigned courses. All IHE instructors will be credentialed by the IHE and follow all Texas Higher Education Coordinating Board and Southern Association of Colleges and Schools Commission on Colleges standards.

Counselors – Assist in determining who is eligible for the OFSDP.

Teachers (College or ISD) – Take attendance for the students who are in the OFSDP and accurately record the minutes to ensure the students are not getting extra minutes (reports provided by higher education partners).

Administrators – ensure proper minutes are reported within the guidelines and policies of the OFSDP and our FWISD application.

Support Staff – assist in ensuring proper minutes are reported within the guidelines and policies of the OFSDP and our FWISD application.

In addition to these resources, the district is utilizing a contractor to provide certain functions related to the program.

4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.

Students will be identified by multiple factors:

- Students enrolled in an ECHS who require college coursework outside of the traditional school day and calendar
 - 11th and 12th-grade students who have progressed in their respective degree plans and high school courses work who do not require instruction beyond the college instructional days
 - Students who require credit recovery for graduation, which requires flexible scheduling
 - *Students who have successfully completed current semester coursework, do not require current semester remediation and have attained required yearly minutes
 - *Students who have successfully completed the Texas Success Initiative and STAAR End of Course Exams
- *Denotes end-of-year early release for college complimentary OFSDP calendar requirements

Obtaining parent consent will be the responsibility of the campus coordinator or staff member over the OFSDP. In addition to the above, the district develops a list of students who meet the eligibility criteria of the program and who are no longer participating in the district's traditional and campus-based alternative programs.

Admission to the district's online dropout recovery program is not determined based on age, race, color, religion, gender, sexual orientation, national origin, disability, or veteran status.

An enrollment team works with students identified by the district to complete the appropriate enrollment paperwork, including the required student and parental consent form for participation in the online dropout recovery program.

5. Please indicate the number of OFSDP students that will be served per teacher.

- a. All OFSDP teachers for selected campuses will provide one instructor for up to 28 students. All OFSDP teachers will enter student attendance through FOCUS, keep track of student minutes daily, and certify with their signature for attended minutes daily. Additionally, a teacher of record will track dual credit student college course

attendance, including OFSD students attending dual credit courses outside of the normal school hours, by collecting college attendance reports and student attendance absence records.

In the Online program, the typical student: teacher ratio is 20:1. In addition to being supported by TX certified teachers who are licensed in the subjects they teach, students are also supported by an Academic Coach, a Local Advocate, and tutors available 24x7.

6. If the OFSDP will offer special education, career, and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

FWISD High Schools and Early College High Schools are on a block or modified block schedule to account for the time requirements of each career and technology course.

Students participating in career and technology (CTE) courses have their time recorded for CTE courses. Upon attending their daily CTE course the students have their time recorded in FOCUS. Their CTE teacher is required to monitor the process throughout the day and review for accuracy prior to daily submission through FOCUS to the attendance clerk. The CTE teacher is required to submit a separate CTE OFSDP attendance submission and generate separate CTE OFSDP reports for review, approval, and submission on a weekly and 6-week cycle basis to the attendance clerk.

FWISD campuses have a block or modified block schedule to account for the time requirements of the special education program. Students participating in the special education program have their time recorded for their courses. Students participating in the special education program are not pulled from their regular classroom; they are completely mainstreamed and receive services through itinerant support within the general education setting.

Students receiving pregnancy related services, while homebound, are removed from the OFSDP attendance accounting process.

The district will maintain its responsibility for ELL assessment, placement, and services required for identifying and serving non-English Language Proficient students in accordance with state law, including, where necessary, translation services.

The district online dropout recovery program intends to serve students with a variety of needs and interests. A brief description of the special education services and accommodations, career and technology education programming, and bilingual education services will be provided.

Special Education Services

Students who are in need of special education services in order to be successful in their

schoolwork will obtain services through the district. The administrators of the online dropout recovery program will cooperate with district special education personnel in providing information and data about courses and student performance, as required. To ensure that students referred for placement in the district's online dropout recovery program have a skill set which will allow them to be successful, the following process is recommended to partner districts:

1. All students will be referred to building level district points of contact.
2. District points of contact will send all names to the Special Education Department to screen for special education services.
3. If a student has an IEP or 504, further evaluation of the student's likelihood for success will occur in the SPED Department.
4. The ARD Team will determine if the online dropout recovery placement is appropriate.
5. As determined by the ARD Team:
 - The district point of contact will refer students to the online dropout recovery program for re-engagement.
 - The ARD Team including one or more teachers from Graduation Alliance will review IEPs for any ongoing needs or changes that may need to occur.
 - Students will continue to receive specially designed instruction from the district, during school hours online. Students will not receive a combination of on and off campus instruction.
6. General education accommodations provided by the online dropout recovery program include curriculum designed in accordance with the principles of Universal Design for Learning described in the section below. Additionally, a complete list of general education accommodations available to students in the program is available in the Policy and Operations Handbook.

Appropriately licensed special education personnel providing special education services will be provided by the district. Texas state licensed general education teachers with at least a baccalaureate degree will be provided for the online dropout recovery program.

Career and Technology Education (CTE)

The online dropout recovery program offers several courses aligned to TX CTE standards, including Principles of Allied Health, Health Science and Technology, and Foundation of Education. Additional TX CTE aligned courses are expected during the 2024-25 school year and include Web Design, Information Technology, Fundamentals of Financial Services, and Medical Terminology. These courses will be taught by CTE-certified teachers.

Pregnancy-Related Services

While students who are pregnant or parenting may be offered the opportunity to participate in this program, they will not be receiving CEHI through this program and therefore will not be coded as receiving Pregnancy Related Services.

Bilingual Education

The district will maintain its responsibility for ELL assessment, placement, and services

required for identifying and serving non-English Language Proficient students in accordance with state law, including, where necessary, translation services. The online dropout recovery program administrators will work with the district to implement the program as a support to students gaining more fluency in English vocabulary. These supports include curriculum supports and communication and mentoring support for students and families.

Curriculum Supports

The curriculum selected for this program was developed in alignment with the rubric for k12 online learning developed by Quality Matters, a national third-party validator of best practices in online learning. In addition to putting its curriculum team through the Quality Matters training and using the rubrics to inform design, the curriculum is in the process of being reviewed by Quality Matters evaluators to review and evaluate both its approach to instructional design and individual courses' alignment to standards. Evaluators reviewing content assess for and confirm accuracy of content, freedom from bias, and accessibility of design following the principles of Universal Design of Instruction.

Curriculum design practices as they relate to accessibility for students with disabilities and limited English proficiency include:

Multiple Means of Engagement

- Each course includes a Course Success Strategies lesson with support resources and helpful instructions to help students engage with the material and assignments.
- Learning objectives are clearly stated in terms accessible to the students.
- Lessons include various displays of information and auto graded activities for students to practice for example: flash cards, compare and contrast card sorting, tabbed information, videos, pop-up questions, etc.
- Assignments are written by our teachers to be authentic to our population.
- Courses include class discussions for students to reflect and respond to each other.
- Students are introduced to their instructor at the beginning of the course.

Multiple Means of Representation

- Course content is provided using lesson text, images, videos, and articles.
- Images are tagged with alternate text for accessibility with screen readers.
- Videos include closed captions or alternate text is made available for students to access information.
- Course content is scaffolded for students to build application of skills.
- New terms and concepts are explained in the lesson or with interactive hover-over tooltips.
- Diverse avatar characters and other imagery of diverse learners appear throughout the courses.

Multiple Means of Action & Expression

- Lessons include multiple options for navigation between pages.
- Students receive immediate feedback for in-lesson pop-up questions as well as auto-graded quizzes.

- Students demonstrate various applications of skills by completing assignments that include essay writing, presentations, role-playing, audio and/or video recordings, and class discussions.

Communications and Mentoring Supports

Additional supports for Limited English Proficient family member include translations of outreach materials in languages identified by the district. Bilingual outreach counselors and Academic Coaches are available to support Spanish speaking students and families.

7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Please explain the following:

There are two sets of questions/answers below regarding two sets of Eligibility Distinction categories.

Regarding Eligibility Distinction 1, 2, 3, and 5

a. How the classroom teacher will verify the number of instructional minutes a student receives each day.

The attendance clerk delivers the OFSD daily attendance chart to all advisory teachers each day for tracking and verification. The Weekly OFSD attendance charts are generated and printed from FOCUS based on the OFSD additional attendance calendar and attendance cohort. Teachers will enter student instructional minutes into the OFSD student register daily and audit for accuracy at each six weeks. The Dual Credit Teacher of Record will collect the six weeks reports from advisory teachers, student college absence reports, and college attendance reports to add additional dual credit minutes each week and six weeks. All teachers and teachers of record will sign and date the daily attendance form, weekly reports, six weeks reports, and attendance verification forms.

b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

All student minutes will be entered in the final OFSD register by the attendance clerk for each individual student based on the certified (with the teacher’s signature) weekly and six weeks rosters. The digital roster will sum up the minutes earned each day and only report the sum of minutes for funding if the sum is 45 minutes or greater and will only count a maximum of 600 minutes in one day. The calculations of minutes for each six weeks is verified by separate query and calculation during our summer PEIMS submission to confirm accuracy. Campus administration and attendance clerk review OFSD weekly and cycle reports to ensure accuracy of data submitted.

c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is

eligible = (Calendar School Days – Traditional Days Present) x 240.

During the summer PEIMS submission, students that participate in both the traditional and OFSD programs will be checked to ensure the students are not being reported with over the 1 full ADA of 180 days. Students will not be enrolled in the traditional school calendar and OFSDP at the same time, they will be coded in the SIS system as flexible attendance upon initial enrollment.

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.

At the end of each six weeks, the campus data clerk will conduct an audit of OFSDP students to ensure that students are not accumulating OFSDP instructional minutes on the same dates as traditional program instructional minutes. At the end of every six weeks, the attendance clerk generates the six-week student attendance reports (Campus summary and Student Detail). The attendance clerk reviews the report for accuracy and submits it to the principal for review. The principal reviews the six-week student attendance reports and approves. Once approved at the campus level, the attendance clerk submits all approved student attendance reports to the FWISD PEIMS department for the district to review. The attendance clerk at the campus maintains all the weekly and six-week attendance records in accordance with the Texas State Library and Archives Commission.

e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

Teachers will keep track of the student’s minutes on paper rosters daily, require students to print college absence reports, and transfer the minutes to the digital OFSD register each six weeks. The paper rosters and any attendance entry/correction will be maintained and certified daily and retained in accordance with the Texas State Library and Archives Commission. Campus records will be audited each six weeks to ensure the campus is complying with SAAH 11.6.

f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

Attendance reporting is done throughout the year based on the data entered into FOCUS (student information system). At the end of every six-weeks period, the attendance clerk generates the six-week student attendance reports (Campus summary and Student Detail). The attendance clerk reviews the report for accuracy and submits it to the principal for review. The principal reviews the six-week student attendance reports and approves. Once approved at the campus level, the attendance clerk submits all approved student attendance reports to the FWISD PEIMS department for the district to review. The attendance clerk at the campus maintains all the weekly and six-week attendance records in accordance with the Texas State Library and Archives Commission.

In accordance with SAAH 11.6.4, “Attendance Accounting and FSP Funding for OFSDP Participation through an Online Dropout Recovery Education Program,”

Regarding Eligibility Distinction 6 and 7

- a. **How the classroom teacher will verify the number of instructional minutes a student receives each day.**

A student will be counted as in attendance for 60 minutes each school day of membership, as defined by SAAH 11.6.4, for each course they are taking and ultimately complete online.

Graduation Alliance will provide attendance records to the district monthly.

- b. **How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.**

Students enrolled in an Online Dropout Recovery OFSDP are considered scheduled for and receive instruction for 60 minutes each day for each virtual course enrolled. Each online dropout recovery education program course is considered 60 minutes of daily classroom time for purposes of the two through-four-hour rule. At the end of the year, the students’ attendance minutes will be adjusted to reflect attendance minutes only for the courses they successfully completed with a 70% or better.

- c. **How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).**

A student who transfers into the program from the traditional program will be reported for no more than 1.0 total ADA for the year, with traditional program hours generated taking priority in the calculation and reporting. The district anticipates using the following formula to determine ADA generated by students transferring from traditional programming to the OFSDP online dropout recovery program: (District Calendar Days - Traditional Days) x 240 minutes = possible number of OFSDP attendance minutes.

- d. **How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.**

Graduation Alliance will send the district and the state PEIMS clerk a monthly enrollment report. The district must approve every student enrolled in the program. The district then confirms enrollment with the PEIMS clerk. This report can be used to validate monthly appropriate coding by the PEIMS clerk.

- e. **How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.**

The district administrator overseeing the program will work with the online dropout recovery program administrators to ensure that relevant data is provided securely for the Student Detail Audit reports as applicable and required for online dropout recovery programs.

This response should specifically address specifications in the respective sections of SAAH as it relates to student login and anyone accessing student data. Does this program meet all of the following requirements, per SAAH 2.2.3?

- **How will the teacher of record report attendance to the district, electronically or by paper?** Through our contracted educational service provider, students are enrolled in asynchronous courses through a proprietary online portal that records attendance and student activities electronically. Teachers of record may verify student attendance data live at any time in the portal.
- **Will the program provide the student with a secure login that will track participation/progress?** The contracted education service provider will provide students with a secure login to access the online portal by logging in with single-sign on (SSO) credentials with multi-factor authentication. This secure login allows all student participation to be time-stamped and progress to be retained via a live dashboard.
- **How will records (monthly progress reports or any other documents related to the course) be retained? (monthly progress reports regarding student progress must be part of the record-keeping process)** The online dropout recovery program and district will retain electronic records in accordance with the records retention schedule of the state.
- **Will the program provide teachers, administrators, counselors log on to the system using distinct secret passwords? Specify who will have access to this information.** All other users (teachers, administrators, counselors, district personnel with an educational need to know, and parents) access the student portal with an email address and strong password combination. Passwords are stored in an encrypted form and cannot be seen or recovered. Users can request password resets automatically. Each user must have a unique email address and password to access the portal,
- **Does the system provide a time out (automatic shutoff) feature if the program has not had any activity in an appropriately short period of time (for example, 10 minutes)?** Yes, the online portal has an automatic shutoff feature for inactivity. Notification of a “session expired” will appear on the screen and the system will require the individual to log back into the system.
- **Does the program have the ability to report the date, time, and identity of the teacher entering the attendance data, upon request? (This would be for the school PEIMS system.)** Yes, the program has the ability to document the date, time, and identity of the teacher of the course.
- **How will the district ensure security when accessing and monitoring student progress and attendance throughout the program?** All District users (teachers, administrators, counselors, and district personnel with an educational need to know) access the student portal with an email address and strong password combination. Passwords are stored in an encrypted form and cannot be seen or recovered. Users can request password resets automatically.

f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

The district will track dates of course enrollments and completions through the secure online portal provided by its partner, Graduation Alliance. Using this data, the district can verify the course completion data to each individual student on the Student Detail Audit report defined by SAAH 2.3.1. District administrators can access dashboard and student information in the online portal according to role-based permissions. Course registration and student enrollment reports will be sent electronically through a secure ftp site with separate, secure login credentials. The online dropout recovery program and district will retain electronic records in accordance with the requirements of the state.

In addition to having immediate, 24x7 access to Graduation Alliance’s secure online student portal, the district will receive monthly progress reports from Graduation Alliance. The district confirms that six-week attendance and student academic reports are both reviewed and certified accordingly.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

Traditional summer school attendance is taken by the following procedure: Students are required to attend every day of summer school. On the first of class, students will be issued a laptop, complete required paperwork, and take pre-assessments for the courses they are enrolled in. To receive credit for summer school, students must meet attendance requirements to complete 90%. Any students who are coded as OFSDP will be assigned to a summer school teacher for attendance accounting and monitoring to ensure the student does not receive more minutes than are allowable. (OFSDP credit recovery in the summer is reserved for students recovering attendance to meet the 90% rule, you will need to have procedures in place to calculate the amount of minutes needed to fulfill the required attendance to meet 90%. For example, if your calendar has 180 instructional days and a student misses 20 days, then that student would need to recover 2 days (8 hours under OFSDP rules, since 4 hours is equal to one day) to meet the 90% requirement. OFSDP does not provide funding for credit recovery that is not related to attendance during the summer. Please elaborate on the procedures that will meet the requirements for credit recovery during the summer.)

Credit recovery will not be offered to OFSDP students for loss of credit due to insufficient attendance, per the 90% attendance requirement. OFSDP approved students may only earn course completion credit(s) as defined by the district approved school calendar.

9. If students are attending a community-based dropout recovery education program, as defined by TEC, §29.081 (e-1) or (e-2):

a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide

the accreditation status and the name of the accrediting agency

The district will utilize an Education Management Organization by contracting with Graduation Alliance. Graduation Alliance is accredited by Cognia, which is also the accreditor for public schools across the US. In 2021, based on the review of Cognia’s trained evaluators, Cognia presented Graduation Alliance with an Index of Educational Quality of 374 (out of 400), compared to a Cognia Institution Network five year average of 278-283. As a result, in 2021, Cognia named Graduation Alliance a School of Distinction for “effectively implementing high-quality instruction, showing consistent organizational effectiveness, and...demonstrating energetic and sustained commitment to learners.”

b. Indicate how students will be offered or provided referrals for mental health services.

Upon a certified teacher, local advocate, or academic coach identifying student need, these students will be referred to the designated district coordinator who can advance referrals as appropriate. The proposed program is a community-based dropout recovery education program offered online as defined by TEC §29.081 (e-2).

c. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the accreditation status and the name of the accrediting agency.

The district will utilize an Education Management Organization by contracting with Graduation Alliance. Graduation Alliance is accredited by Cognia, which is also the accreditor for public schools across the US. In 2021, based on the review of Cognia’s trained evaluators, Cognia presented Graduation Alliance with an Index of Educational Quality of 374 (out of 400), compared to a Cognia Institution Network five year average of 278-283. As a result, in 2021, Cognia named Graduation Alliance a School of Distinction for “effectively implementing high-quality instruction, showing consistent organizational effectiveness, and...demonstrating energetic and sustained commitment to learners.”

10. If students are attending a dropout recovery education program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2), must include the following:

Regarding Eligibility Distinction 1, 2, 3, and 5

a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

The online dropout recovery program curriculum includes foundation career preparation programs and Industry-Based Certification (IBC) preparation programs in business and technology that align with in-demand jobs in Texas and are included on the 2022-2024 Approved List of Industry Based Certifications for the A-F Accountability System, including Microsoft Office Expert (Word, Excel, and PowerPoint), CompTIA IT Fundamentals+, CompTIA A+. Additional certifications that relate directly to employment opportunities in the state include ServeSafe Manager

and Caregiver (similar to Patient Care Technician). These programs are available to qualified and interested students.

b. Describe the individual learning plan or process used to monitor each student's progress.

Academic Coaches work with students to develop a written individual learning plan (ILP) based on their past credits, outstanding requirements, and student interests. The individual learning plan details remaining courses to be taken and their sequence, as well as any non-course based graduation requirements needed to finish high school. The learning plan is available to the student via the Online Portal. Academic Coaches monitor student performance against the individual learning plan at least monthly and adjust it as necessary.

c. Indicate how students will be served by an academic coach and local advocate.

The online dropout recovery program includes **Academic Coaches** and **Local Advocates** for each student as part of this program. Each student enrolled in the program will be assigned an Academic Coach. The Academic Coach is responsible for monitoring student pace and progress and provides regular contact with the student via phone, email, or IM. During these interactions, the Academic Coach reviews progress with the student, resolves issues, and provides support in case the student is having difficulties with the program. Students work with Local Advocates based in the community who are experts in leveraging local resources to help students address the social needs that must be met if students are going to focus on school success. Local Advocates meet face-to-face with students (where allowable by district policy) to proctor examinations and connect students with the programs and services they need in order to overcome the life obstacles that have previously prevented academic success.

d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.

The online dropout recovery program provides monthly progress reports detailing the previous month's progress status for each student to the district administrator overseeing the program on the first day of each month.

e. Provide the location and a brief description of the in-person student engagement center.

Through the district, the student engagement center is inclusive of support services during the regular operating hours. Students have access to the library, student resource center, and any additional student tutoring or support services through Success HS. Additionally, the assigned Local Advocate will engage with students at local venues convenient to the student and at hours convenient to the student schedule.

Regarding Eligibility Distinction 6 and 7

a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

First and foremost, the online dropout recovery program provides students with the opportunity to earn an accredited high school diploma providing students the opportunity to

pursue employment or the option to continue their educational endeavors.

Additionally, the online dropout recovery program curriculum offers elective courses that align with the 2022-25 Approved List of Industry Based Certifications including:

Dropout Recovery Elective	2022-25 IBC List Certification
COS211 Child Development	430 Child Development Associate
ART211 Digital Photography	1036 Certified Professional Photographer
MAT300 Financial Literacy	1018 WB-920 Microsoft Dynamics 365 Fundamentals Finance and Operations Apps
Lifetime Nutrition and Wellness	1032 Pre-professional Certificate in Nutrition, Food, and Wellness
Principles of Allied Health	1022 Nationally Registered Certified EKG Technician 380 Certified EKG Technician 786 Patient Care Technician 470 Certified Clinical Medical Assistant
Principles of Information Technology	1077 Information Technology Specialist: HTML and CSS 1078 Information Technology Specialist: HTML5 Application Development 1079 Information Technology Specialist: Java 1080 Information Technology Specialist: JavaScript 1081 Information Technology Specialist: Networking
Professional Communications	937 Audio-Visual Communications – Job Ready
Social Media Marketing	1042 Student Social Media Marketing Certification
Web Design	1049 Web Design – Job Ready

These courses are available to qualified and interested students.

b. Describe the individual learning plan or process used to monitor each student’s progress.

Academic Coaches work with students to develop a written individual learning plan (ILP) based on their past credits, outstanding requirements, and student interests. The individual learning plan details remaining courses to be taken and a potential sequence that can be changed in consultation with the Academic Coaches, as well as any non-course-based graduation requirements needed to finish high school. The learning plan is available to the student via the Online Portal. Academic Coaches monitor student performance against the individual learning plan at least monthly and adjust it as necessary.

c. Indicate how students will be served by an academic coach and local advocate.

The online dropout recovery program includes Academic Coaches and Local Advocates for each student as part of this program. Each student enrolled in the program will be assigned an Academic Coach. The Academic Coach is responsible for monitoring student pace and progress and provides regular contact with the student via phone, email, or IM. During these

interactions, the Academic Coach reviews progress with the student, resolves issues, and provides support in case the student is having difficulties with the program. Students work with Local Advocates based in the community who are experts in leveraging local resources to help students address the social needs that must be met if students are going to focus on school success. Local Advocates meet face-to-face and virtually with students (where allowable by district policy) to connect students to the programs and services they need to overcome the life obstacles that previously have prevented academic success.

d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.

The online dropout recovery program provides monthly progress reports detailing the previous month's progress status for each student to the district administrator overseeing the program on the first day of each month.

e. Provide the location and a brief description of the in-person student engagement center.

Through the district, the student engagement center is inclusive of support services during regular operating hours. Students have access to the library, student resource center, and any additional student tutoring or support services through the district.

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE THE LICENSE AGREEMENT WITH MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP FOR THE 2025 GRADUATION COMMENCEMENT SERVICES.

BACKGROUND:

Fort Worth ISD will hold graduation ceremonies beginning Tuesday, May 27, 2025, and concluding on Friday, May 30, 2025. In line with the District's ongoing efforts to accommodate larger enrollment campuses, we are considering hosting FWISD graduations at a local venue. This move aims to transform our approach to graduations, focusing on creating a commencement service that is more centered around the students and their families.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve The license agreement with Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp for the 2025 Graduation Commencement services.
2. Decline to Approve The license agreement with Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp for the 2025 Graduation Commencement services.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve The license agreement with Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp for the 2025 Graduation Commencement services.

FUNDING SOURCE: Additional Details

General Fund	199-11-6266-166
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COST:

\$490,000.00

VENDOR(S)/PROVIDER(S):

Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp

PURCHASING MECHANISM:

Interlocal Agreement

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

Carter-Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
Polytechnic High School
R.L. Paschal High School
Trimble Tech High School
Southwest High School
Western Hills School
O.D. Wyatt High School
Benbrook Middle High School

RATIONALE:

Holding Fort Worth Independent School graduations at a local venue will allow us to reimagine graduation and pivot to a more student-family centered commencement service. The proposed facility has all of the accommodations which include convenient location, space, technical support for security and parking for our event.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between **MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP**, a Texas non-profit corporation ("Licensor"), having its principal office at 1911 Montgomery Street Fort Worth Texas, 76107 and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District ("Licensee"), located within Fort Worth, Tarrant County, Texas , to be effective as of the 25th day of September, 2024 (the "Effective Date").

RECITALS

A. Licensor manages and operates the multipurpose arena and adjacent support facilities in Fort Worth, Tarrant County, Texas, known as the Dickies Arena (the "Arena"), and has the authority to license the use of the Arena to others for the purposes of holding and presenting events.

B. Licensee desires to license the use of the Arena for the purpose of holding a presenting a special event on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed in this License, Licensor and Licensee agree as follows:

1. Grant of License; Premises. Licensor hereby grants to Licensee, upon the terms and conditions set forth in this Agreement, a license to use, and Licensor shall make available to Licensee, the portions of the Arena and its facilities and adjacent areas as may be necessary for the presentation of the **2025 FORT WORTH INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL GRADUATIONS** (the "Event"), including the Arena's floor, seating facilities, access areas, scoreboard, public address system, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena and Arena parking lot (the "Licensed Premises"). Licensee acknowledges that the Licensed Premises includes the exhibit hall adjacent to the Arena and Licensee shall be able to utilize such space for rehearsals. Licensee may use the Licensed Premises only to conduct and present the Event during the Term specified below and on the terms and conditions set forth in this License. Licensee agrees that it is licensing the Licensed Premises "AS IS", that no oral representations as to the condition thereof or as to the terms of this License were made by Licensor, and that the Licensed Premises shall not be altered, repaired, added to, improved or changed without the prior written consent of Licensor.

2. Term; Scheduling.

A. Term. The term of the license granted for the Event shall commence May 27, 2025 at 8:00 AM, and shall expire May 30, 2025 at 10:00 PM (the "Term").

B. Load-In/Load-Out. In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge, for (i) preparation of the Event, including delivery, load-in, and set-up of Licensee's freight and other properties on May 27, 2025 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on May 30, 2025, ending at a mutually agreed time but in any event no later than 11:59 PM on May 30, 2025 (the "Load-In/Load-Out Period").

C. **Scheduling.** Licensee shall be solely responsible for the coordination of any and all deliveries for the Event (or each session thereof) during the Load-In/Load-Out Period, and shall use best efforts to coordinate and conduct its activities in such a way as to minimize interference with Licensor's use of the Arena. If the Event (or any session thereof) shall run beyond 11:59 p.m. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be responsible for any additional expenses incurred by Licensor.

3. **Duties of Licensee.** In connection with the presentation of the Event, Licensee shall provide (or cause to be provided) and pay for the following:

A. All participants and staff required for the proper presentation of the Event, including but not limited to performer, performer medical staff, sound system, lighting, technical, catering, any set-up personnel, and any other staff regularly employed by Licensee or necessary for proper presentation of the Event, together with Workers' Compensation Insurance with respect to such personnel as required by law;

B. All tangible items of property necessary for the proper presentation of the Event;

C. All ASCAP, BMI, Sesac, music synchronization, and similar licenses required for the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

D. The advertising, promotion and publicity campaign necessary and desirable to promote the Event;

E. Expenses will include live streaming (cost is \$750/day), catering, food and beverage for hospitality rooms, and any production we don't have in-house; and

F. Except for the specific obligations of Licensor set forth in Section 4 below, all obligations of any kind or nature with respect to the Event shall be the sole responsibility of Licensee, and Licensee shall comply with all rules, regulations, laws, ordinances, and other regulations as may be in effect at the times during the Term.

4. **Duties of Licensor.** In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the following (the costs of which shall be borne by Licensee in addition to the Base License Fee [as defined in Section 6.A. below], except as otherwise expressly provided below):

A. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto (the costs of which shall be included within the Base License Fee);

C. Cleaning and janitorial service during and after the Event (the costs of which shall be included within the Base License Fee);

D. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Section 3.A. above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, change-over and set-up crew, house plumber, heating and air conditioning superintendent, electrician, carpenter, telephone operator and ticket takers for the day or evening of each session of the Event (the costs of which shall be included within the Base License Fee);

E. 50 complimentary parking spaces per ceremony for administration, school board, and staff; and

F. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor.

5. Marketing and Advertising.

A. Promotion of the Event. Licensee, at its expense, shall provide the necessary personnel to, and shall use its best efforts to, market and promote the Event.

B. Marketing and Advertising of the Event.

(1) All advertisements for the Event shall be developed by or at the request of Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(2) Licensee may transmit, record or videotape or otherwise reproduce or disseminate any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or phonograph recording).

(3) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Arena.

(4) Licensee shall make mention of the name "Dickies Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Dickies Arena" logo prescribed by Licensor to identify the Dickies Arena, positioned full width across the bottom of any promotional materials. All such uses of the "Dickies Arena" name, logo, service mark, or other copyrighted material belonging to Licensor or otherwise pertaining to the Arena must be approved by Licensor prior to the dissemination of any promotional materials, which approval may be withheld in Licensor's sole discretion.

C. Arena Ribbon Boards. Licensor shall have exclusive control of the ribbon boards until fifteen (15) minutes before the scheduled show time and shall regain control of all ribbon boards immediately following the Event.

D. Notice in the Event of Cancellation. In the event of cancellation of the Event, it shall be the responsibility of Licensee to make a public announcement, at Licensee's expense, concerning the cancellation as soon as possible following the cancellation, including making announcements, where time constraints allow, in media where paid advertisements for the Event were run.

6. License Fee.

A. In consideration for the license to use the Licensed Premises granted herein, and Licensor's agreement to provide the items set forth in Section 4 above, Licensee shall pay Licensor the following (collectively, the "License Fee"):

(1) A flat fee of Four Hundred Eighty-Six Thousand Dollars (\$486,000.00) (the "Base License Fee"). The Base License Fee shall include all reimbursable items in Sections 4.A through 4.E., as well as the parking buyout for the Yellow Lots, Montgomery Lot, and Chevrolet Garage, and to exclude any applicable taxes required to be paid to any governmental entity thereon.

(2) Licensee shall be responsible for live streaming (cost is \$750/day), catering, food and beverage for hospitality rooms, any production we don't have in-house stagehands, overnight security, any applicable taxes required to be paid to any governmental entity for the Event or on any payments made by Licensee to Licensor under this Agreement, advertising, insurance, engineering fee (if required) and all other reimbursable expenses listed in Section 4.F. above.

B. Deposit. Licensee shall pay 20% of the Base License Fee (such amount being Ninety-Seven Thousand Two Hundred Dollars (\$97,200.00)) to Licensor within thirty (30) days following execution of this Agreement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor.

C. Expense Estimate Payment. Licensor shall present Licensee an invoice for all estimated event expenses on or before April 1, 2025. Licensee shall pay this invoice, in full, no later than April 28, 2025. Licensor reserves the right to terminate this Agreement upon non-payment of this expense estimate payment.

D. Hospitality Rooms. Licensor shall provide Licensee with two hospitality rooms for each day of the Term. Food and beverage purchased for use in the hospitality rooms shall be at the expense of Licensee. Licensor will invoice Licensee for all food and beverage purchases in the hospitality rooms following the end of the Term.

E. Settlement. At the conclusion of the Event, Licensor and Licensee shall conduct a preliminary settlement respecting all items of income and expense which are subjects of this Agreement. At said settlement, Licensee and Licensor shall preliminarily account to the other for all income items received by each as of such date and shall make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. A final settlement shall be made by the parties within seven (7) business days following the expiration of the Term.

F. Collection of License Fee. Licensee shall pay Licensor the License Fee and any and all additional fees due hereunder without abatement, deduction or set-off.

7. Licenses. Licensee shall secure in advance, prior to commencement of the Term, (a) all licenses and permits that may be required by or in connection with the use of the Arena for the Event and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Event, and to also include music synchronization rights

licensing. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

8. Concessions/Merchandising/ Parking Programs.

A. Concessions. Licensor specifically reserves to itself and its concessionaires the exclusive right to operate, license, or permit others to operate during the Term any and all concessions for the sale of food, refreshments, beverages, any other concessions and other merchandise of any kind in all of the facilities of the Arena, and Licensor specifically reserves and retains all proceeds from the sale of such food, refreshments, beverages, and other concessions and merchandise at the Event (except as otherwise provided in Section 8.B. below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage, or other merchandise and shall have no right to operate any concessions during the Event, without obtaining Licensor's prior written approval, which approval shall be in Licensor's sole discretion.

B. Merchandise. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate, during the Term, any and all retail sales of floral concessions.

C. Parking. With the exception of paragraphs 4E and 6A.1. above, neither Licensee nor any of its officers, agents, employees, independent contractors, or others in any way connected with Licensee, shall park any vehicles of any kind anywhere on the Licensed Premises unless approved in writing by Licensor in each instance. If such parking is approved, the approved parties may park only in such areas and at such times as are specifically designated by Licensor. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate during the Term any and all parking programs or parking privileges, and all proceeds from the sale of such parking privileges. As stated in Section 6 above, a parking buy-out is included in the Base License Fee for the Yellow Lots, Montgomery Lot, and Chevrolet Garage.

9. Time of Occupancy. Licensor shall open the Arena to the public at least one (1) hour before the Event (or each session thereof).

10. Insurance.

A. Liability Insurance Coverages. Licensee shall, at its sole expense, maintain in effect at all times throughout the Term and the Load-In/Load-Out Period insurance coverage with limits not less than those set forth below with insurers satisfactory to Licensor and licensed to do business in Texas:

<u>Insurance</u>	<u>Minimum Limits</u>
Worker's Compensation Employer's Liability	Statutory Limits \$1,000,000
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 each occurrence or equivalent, subject to a \$2,000,000 aggregate

This policy shall be on a form acceptable to Licensor endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include the following coverages:

- a) Premises/Operations
- b) Independent Contractors

Automobile Liability

\$1,000,000 Combined Single Limit

B. Personal Property Insurance. Licensee shall at all times throughout the Term and the Load-In/Load-Out Period, at its sole cost and expense, maintain in full force and effect insurance against fire, vandalism, malicious mischief, business interruption, and such additional and other perils as now are or hereafter or may be included in an “All Risks” insurance policy, which shall insure Licensee’s interest in trade fixtures, furnishings, equipment, stock, improvements, betterments, and other items of personal property constructed or placed in the Licensed Premises, extra expense, business interruption or loss of income, in an amount not less than one hundred percent (100%) of their replacement value. Said insurance policy shall provide for no coinsurance or contribution clause.

C. Certificates. Evidence of these coverages represented by certificates of insurance issued by the insurance carrier must be furnished to Licensor prior to Licensee entering upon the Licensed Premises. Certificates of insurance shall specify the additional insured status mentioned above. Timely renewal certificates will be provided to Licensor as the coverage renews.

11. Indemnity.

A. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR, TRAIL DRIVE HOSPITALITY, LLC, TDH-MGR, LLC, EVENT FACILITIES FORT WORTH, INC., THE CITY OF FORT WORTH, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, OFFICIALS, AND EMPLOYEES (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES, AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND (COLLECTIVELY, “CLAIMS”) ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE LICENSED PREMISES OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, CONTRACTOR, SUBCONTRACTOR, PATRON, ARTIST, OR GUEST OF LICENSEE, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS LICENSE EVEN IF SUCH CLAIMS ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LICENSEE’S EXPENSE. THE PROVISIONS OF THIS SECTION APPLY TO ALL ACTIVITIES OF LICENSEE WITH RESPECT TO THE EVENT AND THE LICENSED PREMISES, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE DATE AND BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LICENSE.

LICENSEE'S OBLIGATIONS UNDER THIS PARAGRAPH ARE NOT LIMITED TO THE LIMITS OR COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THIS LICENSE.

B. WAIVER: ALL PERSONAL PROPERTY BROUGHT INTO THE LICENSED PREMISES BY OR ON BEHALF OF LICENSEE IS AT THE RISK OF LICENSEE ONLY, AND LICENSEE WAIVES ALL CLAIMS AGAINST INDEMNITEES FOR ANY DAMAGE TO OR THEFT OF PERSONAL PROPERTY IN THE LICENSED PREMISES, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE. TO THE EXTENT LICENSEE CHOOSES TO INSURE THIS PERSONAL PROPERTY, LICENSEE WILL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ANY INDEMNITEE AND PROVIDE A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER. LICENSOR WAIVES AND RELINQUISHES ANY RIGHT OR CLAIM AGAINST LICENSEE FOR DAMAGE TO THE LICENSED PREMISES BY WAY OF SUBROGATION OR ASSIGNMENT, TO THE EXTENT COVERED BY INSURANCE PROCEEDS. LICENSOR SHALL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF LICENSEE, AND A CERTIFICATE OF INSURANCE WILL BE MADE AVAILABLE AT THE REQUEST OF LICENSEE.

12. (Section Reserved).

13. Remedies Upon Breach. If Licensee fails to present the Event for any reason, the amounts paid pursuant to Section 6.A. of this License shall be retained by Licensor as consideration for the execution of this License. This License may be terminated for material breach by Licensee or Licensor upon written notice from the non-defaulting party if the defaulting party has failed to cure such default within five (5) days, provided that, in emergency situations, a shorter cure period may be provided as the non-defaulting party shall reasonably specify in such notice. The parties acknowledge that, in emergency situations, the time that will be reasonable to cure such conduct may vary depending on such factors and the type of conduct involved, the ease or difficulty in discontinuing such conduct, and the harm to the non-defaulting party presented by such conduct. If the nature of the default is such that it is not susceptible to cure within five (5) days, the defaulting party shall commence such cure within the five (5)-day period and diligently and expeditiously prosecute the cure to completion. Upon termination of this License pursuant to this Section 13 Licensor shall be entitled to retain any amounts previously paid by Licensee pursuant to this License, any accrued responsibilities and liabilities of Licensee will not be extinguished, and Licensor shall not forfeit any claims or the exercise of any rights and remedies in connection with this License.

14. Minors; Foreign Nationals. In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, use best efforts to ensure that such parties have obtained all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority and Licensee assumes all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and appropriate Federal Regulations.

15. Compliance With Laws.

A. Compliance With Laws. Licensee shall abide by, conform to and comply with, and shall use reasonable efforts to cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Texas, the City of Fort Worth, and their respective agencies, and of any other governmental department or subdivision thereof having jurisdiction, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due.

B. Americans with Disabilities Act. Licensor is solely responsible for ensuring the premises' complies in all respects to the Americans with Disabilities Act.

C. Copyright Laws. Licensee represents and warrants that nothing contained in the Event or in any other way connected with Licensee's activities under this License shall violate or infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm, corporation, or entity.

D. Prohibited Activities. Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor. Licensee shall not commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance or cause or produce, or permit to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors, with the exception of theatrical effects including, but not limited to, non-toxic smoke and fog.

E. Labor Requirements. Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law. Licensee shall comply with all laws, rules, and regulations regarding labor as are applicable to operations on and related to the Licensed Premises and the Event. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with Licensee's activities under this License, Licensee assumes the burden of resolving any such disputes at Licensee's sole cost.

16. Restrictions On and Further Obligations of Licensee.

A. Condition of the Licensed Premises. Licensee shall use the Arena in a safe and careful manner. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Licensee agrees that any and all equipment or property erected or placed on the Licensed Premises by Licensee shall be removed at Licensee's expense, and Licensee shall quit and surrender the Licensed Premises in clean condition and in as good order and condition as when taken, depreciation for reasonable use thereof excepted, at the end of the Load-In/Load-Out Period.

B. Fireproofing. If Licensee brings into the Arena any additional displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Fort Worth. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other

decorations must be flame proofed. Use of combustible material is forbidden. Licensor may require that all decorations, drapes, curtains, electric wiring, structures, scenery, sets, costumes, and other materials furnished or erected by Licensee be fireproofed. Licensee shall comply with all such rules, regulations, laws, ordinances, and other regulations related to fireproofing such materials. Licensee understands that approval from the Bureau of Fire Prevention must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term. Licensee understands that the firefighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

C. Vehicles. No gasoline motor driven vehicles will be permitted to enter into the building, except at Licensor's discretion.

D. Access of Licensor.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

(3) In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

(4) All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

E. Liens. Licensee shall keep the Licensed Premises free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by or on behalf of Licensee in connection with the Licensed Premises. If Licensee fails to pay or disputes the accuracy or validity of any claim of lien, Licensee shall within ten (10) days after written request by Licensor record such bond as will release the Licensed Premises from the lien or claim of lien.

17. Miscellaneous.

A. Entirety. The terms set forth in this License constitute the entire agreement between the parties hereto. All prior negotiations and understandings have been merged herein. Licensee represents that no person acting or purporting to act on behalf of Licensor has made any promises or representations upon which Licensee has relied except those expressly stated herein. This License may only be altered by an instrument executed both by Licensee and Licensor in the same manner as this License is executed.

B. Notice. Written notices hereunder by Licensor or Licensee shall be given and shall be effective when served upon Licensor or upon Licensee, as the case may be, or, as an alternative, when deposited in the United States Mail by registered or certified mail properly addressed to Licensor or to Licensee, as the case may be, at the mailing address stated in this License. Licensee hereby waives all other forms of notices that are or may be prescribed by the laws of Texas. Notices shall be given to the parties hereto at the following addresses:

To Licensee: **FORT WORTH INDEPENDENT SCHOOL DISTRICT**
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116
Attention: Dr. Charles Garcia

To Licensor: **MULTIPURPOSE ARENA FORT WORTH
D/B/A TRAIL DRIVE MANAGEMENT CORP.**
1911 Montgomery Street
Fort Worth, Texas 76107
Attention: Matt Homan
Telephone: (817) 402-9000
e-mail: mhoman@dickiesarena.com

Either party may change its address for notice by giving the other party ten (10) days' written notice of such change.

C. Prohibition on Assignment. Licensee shall not transfer, assign, hypothecate, or encumber this License or any right or interest therein nor sub-license the Licensed Premises or any part thereof nor in any way assign or transfer rights on or to the Licensed Premises, without in each case obtaining the prior written consent of Licensor, which consent shall be in Licensor's sole discretion.

D. Relationship of Parties. Nothing contained in this License shall be deemed or construed to create the relationship of landlord and tenant, of principal and agent, of partnership, or of joint venturer or of any association between Licensor and Licensee. Neither the method of computation of payment of fees nor any other provisions contained in this License nor any acts of the parties hereto shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

E. Force Majeure.

(1) If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause beyond the reasonable control of Licensor, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not reasonably within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by Licensor, and Licensor shall return to Licensee any advance payment made to Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.

(2) If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, Licensor or Licensee shall have the option, without liability to the other party, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving the other party written notice thereof, and such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by either party, and Licensor shall return to Licensee any advance payment made to Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.

(3) Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term.

F. Venue. THE LICENSE SHALL BE DEEMED TO HAVE BEEN MADE IN AND ALL TERMS AND CONDITIONS ARE PERFORMABLE IN TARRANT COUNTY, STATE OF TEXAS, AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH AND OPERATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. The venue of any litigation arising out of or related to this License shall be only in the state or federal courts in Tarrant County, Texas.

G. No Waiver. No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

H. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I. Headings. Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

J. Counterparts. This License may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. This License may initially be executed, and shall thereupon be binding and effective on the parties, through the exchange of duly executed signature pages that are scanned and emailed.

K. Authority. Each party represents and warrants that it is free to enter into this License and is not subject to any conflicting obligations or any disability which would interfere with its execution or performance of this License and that it has the full right, power, and authority to enter into this License and to grant all rights and perform all services provided for herein.

L. Remedies Cumulative. Either Licensee or Licensor may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of the other party herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of both parties hereunder, at law or in equity, shall be deemed cumulative, and no remedy of either party, regardless of whether exercised, shall be deemed to be in exclusion of any other.

M. Independent Obligations. The obligation of Licensee to pay all License Fees and other sums hereunder provided to be paid by Licensee and the obligation of Licensee to perform Licensee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise.

N. Limitation of Liability. Under no circumstances whatsoever shall Licensor or Licensee ever be liable hereunder for consequential damages or special damages.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

LICENSOR:

**MULTIPURPOSE ARENA FORT WORTH,
D/B/A TRAIL DRIVE MANAGEMENT CORP.**
a Texas non-profit corporation

By: _____
Matt Homan, President and General Manager

LICENSEE:

FORT WORTH INDEPENDENT SCHOOL DISTRICT,

By: _____
Name: Dr. Angélica Ramsey
Title: Superintendent



9/19/24

By: _____
Name: _____
Title: _____

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE LICENSES – WRITING ACROSS THE CURRICULUM
BENCHMARK SCORING**

BACKGROUND:

ThinkCERCA enhance students’ literacy skills by providing access to high-quality literary and informational texts. Through a balanced selection of contemporary and classic readings, the program aims to engage students in rigorous academic discourse, promote critical thinking, and support the development of analytical writing skills. ThinkCERCA offers personalized and blended learning opportunities that meet the diverse needs of all learners, ensuring equitable access to high-quality literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Licenses-Writing Across the Curriculum Benchmark Scoring
2. Decline to Approve Licenses-Writing Across the Curriculum Benchmark Scoring
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Licenses-Writing Across the Curriculum Benchmark Scoring

FUNDING SOURCE

General Fund

Additional Details

199-11-6399-160

COST:

\$156,632.40

VENDOR(S)/PROVIDER(S):

ThinkCERCA

PURCHASING MECHANISM:

Competitive Solicitation
RFP 22-091-B

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

001	Arlington Heights
071	Benbrook High
001	Amon Carter-Riverside
004	Diamond Hill-Jarvis
005	Paul Laurence Dunbar
006	Eastern Hills
087	I. M. Terrell Academy
085	Marine Creek Collegiate
008	North Side
010	R. L. Paschal
009	Polytechnic
003	South Hills
014	Southwest
082	Texas Academy of Biomedical Sciences
086	TCC South/FWISD Collegiate High School
011	Green B. Trimble Technical
015	Western Hills
084	World Languages Institute
016	O D Wyatt
083	Young Men's Leadership Academy
081	Young Women's Leadership Academy

RATIONALE:

ThinkCERCA is grounded in research-based best practices in literacy instruction, leveraging cognitive science to support effective learning. Its interactive online platform provides personalized learning experiences that cater to students' unique needs, fostering deeper understanding and skill development. The offline student guides facilitate structured classroom interactions and discourse, promoting collaboration and student engagement. With comprehensive facilitation guides, ThinkCERCA supports teachers of all experience levels in delivering instruction that meets the needs of diverse learners.

INFORMATION SOURCE:

Mr. Mohammed Choudhury, Deputy Superintendent of Learning and Leading

ThinkCERCA

Spark Courageous Thinking

COST PROPOSAL PREPARED FOR:

Fort Worth ISD

DATE:

June 2024

Eileen Murphy

Eileen@thinkcerca.com



THINKCERCA
WAC + Benchmark Evaluation Services
7,513 Student Volume Discount

Item	Description	Price	Qty	1 Year Contract	3 Year Contract 10% Discount
License: Writing Across the Curriculum	<p>Writing Across the Curriculum supplemental resources for Grades 3-12 ELA, Social Studies, Science, and Math in the ThinkCERCA platform, as well as access for all teachers and administrators who serve those students.</p> <p>Additional Access to:</p> <ul style="list-style-type: none"> • AI Automated Feedback on Writing • AP Courseware built with The College Board • SAT/ACT Practice • Foundational Reading & Linguistics Course • Novel Guides & Longer Works • Core Library 	\$22/student \$15/student	7,513	\$112,695	\$101,425.50 x3 Discounted price guaranteed
ThinkCERCA Benchmark Scoring	<p>Enabling assessment of student performance benchmark \$40 benchmark per student</p> <p>2 benchmark evaluations professionally scored per year</p>	\$8/student \$7/student	7,513	\$52,591	\$47,331.90 x3
Professionals Learning Pricing also includes regular check-ins Benchmark Data Release for administrators and school management meetings	<p>For "Writing Across the Curriculum" Users (WAC)</p> <p>2 in-person Sessions per year</p> <p>Further professional learning can be added "a la carte" at customer request.</p>	\$4,375	2 WAC sessions in person	\$8,750	\$7,875 x3
Total				\$174,036 per year	\$156,632.40 per year \$469,897.20 for 3 years
Total - 10% discount for multi year paid upfront				\$174,036 per year	\$422,907.48 for 3 years paid upfront

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION OF ONLINE REFERENCE DATABASES AND STREAMING MEDIA

BACKGROUND:

The vendor’s subject-specific, curriculum-based reference databases include articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: *African-American History, American History, American Indian History, Ancient and Medieval History, Bloom’s Literature, Curriculum Resource Center, Ferguson’s Career Guidance Center, Health Reference Center, History Research Center, Modern World History, Science Online, and World Geography & Culture Online.*

The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services’ websites, and *ClassLink*, the District’s single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. The contract period begins August 1, 2024 and expires July 31, 2025.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve ratification of online reference databases and streaming media.
2. Decline to Approve ratification of online reference databases and streaming media.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve ratification of online reference databases and streaming media.

FUNDING SOURCE:

General Fund

Additional Details

199-12-6329-001-999-99-217-000000-

COST:

\$96,192.14

VENDOR(S)/PROVIDER(S):

Infobase Holdings, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
TIPS 230105

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

All Fort Worth ISD campuses and departments have online access to the databases.

RATIONALE:

Database usage statistics for a twelve-month period indicate that District users conducted 3,110 general searches, 4,716 item investigations, 3,694 item requests, and 6,843 unique item retrievals. Resources available include full-text magazine and journal articles, encyclopedias and reference tools, licensed images databases, video streams, and interactive learning activities.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading Division



Subscription Renewal Price Quote

August 7, 2024

Customer #: 101246

Fort Worth Independent School District

7060 Camp Bowie Blvd.

Fort Worth, TX 76116

Dear Subscriber:

It is time to renew! I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal.

Purchasing Mechanism TIPS 230105

PRODUCT INFORMATION

PRODUCT	CURRENT EXPIRATION	RENEWAL TERM	RENEWAL PRICE	TYPE
American History	July 31, 2024	12 months	\$10,683.28	Renewal
Modern World History	July 31, 2024	12 months	\$5,341.65	Renewal
African-American History	July 31, 2024	12 months	\$5,341.65	Renewal
American Indian History	July 31, 2024	12 months	\$5,341.65	Renewal
Ancient and Medieval History	July 31, 2024	12 months	\$5,341.65	Renewal
Science Online	July 31, 2024	12 months	\$5,341.65	Renewal
World Geography and Culture Online	July 31, 2024	12 months	\$5,341.65	Renewal
Ferguson's Career Guidance Center	July 31, 2024	12 months	\$5,341.65	Renewal
Bloom's Literature	July 31, 2024	12 months	\$5,341.65	Renewal
Curriculum Resource Center	July 31, 2024	12 months	\$5,341.65	Renewal
The World Almanac for Kids	July 31, 2024	12 months	\$12,452.51	Renewal
Classroom Video On Demand: Master Collection	July 31, 2024	12 months	\$14,342.15	Renewal
Classroom Video On Demand: Career & Technical Education Collection	July 31, 2024	12 months	\$1,324.84	Renewal
The World Almanac for Kids Elementary	July 31, 2024	12 months	\$9,314.51	Renewal

TOTAL COST: \$96,192.14

This notification is a Renewal Price Quote only, not an invoice. Please fill out the form below or contact your Sales Representative or Customer Service to confirm your renewal.

*NOTE: The total cost shown has been determined by the combination of products included in this proposal. Should any of selections change, renewal prices may change and a new price quote will be needed.

RENEW NOW

If you would like to renew NOW, please reply to this email or print and fill out the Renewal Form below and fax it to us at 212-313-9456. Thank you.

RENEWAL FORM

YES, please renew my subscription(s) to the services listed above.

Purchase Order No.:

(if required)

Payment made by: **My institution** **My district office**

Bill date: **Now** or **Specify date**

Full name:

Signature:

Institution:

Today's Date:

CONTACT US

Please send PO or invoice request to:
Tanya Everett

Strategic Account Manager

teverett@infobase.com

Customer Service and Billing

Mon–Fri. 9:00 a.m. to 5:00 p.m. (EST)

P: 1-800-322-8755, Option 1

F: 1-800-678-3633

custserv@infobaselearning.com

You are receiving this email from Infobase because you are one of our database/eBook/streaming video subscribers. To ensure the delivery of Infobase emails to your inbox, please add support@infobaselearning.com to your Contacts or Address Book.



132 West 31st Street 16th Floor

New York, NY 10001 USA
Phone: 1-800-322-8755

**CONSENTAGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE FOR THE PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL ACADEMIES

BACKGROUND:

The Memorandum of Understanding (MOU) is set to maintain the Pathway in Technology Early College High School (P-TECH) academies in accordance with the legislative grant of authority for P-TECH schools in the Texas Education Code. The P-TECH programs will be housed at Fort Worth ISD campuses and the institution of higher education (IHE) partner in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under the Texas Administrative Code. In addition to the educational programming at Fort Worth ISD campuses, the P-TECH programs will be continued into the 2024-2027 school years in order to increase students' competitiveness and opportunities in high-wage and high-demand careers. Per the application submitted to TEA, dual-credit coursework, work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants will be provided through these programs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County College for the Pathways in Technology Early College High School academies
2. Decline to approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County College for the Pathways in Technology Early College High School academies
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding between Fort Worth Independent School District and Tarrant County College for the Pathways in Technology Early College High School academies.

FUNDING SOURCE: *Additional Detail*

No Cost

COST:

No Cost

VENDOR:

Tarrant County College

PURCHASING MECHANISM:

Not a Purchase

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

Amon Carter-Riverside High School
Diamond Hill Jarvis High School
South Hills High School

RATIONALE:

Approval of this Memorandum of Understanding will allow Fort Worth ISD P-TECH programs to continue the mutually beneficial partnership that has been established with TCC. TCC will provide dual credit courses and establish industry-based work experiences for students who are considered to be traditionally underserved. These P-TECH partnerships will target students who may be at-risk, economically disadvantaged, or first-generation college students. Additionally, many of these students may be over-age, under-credits, or English Language learners who may have trouble transitioning into postsecondary education after graduation. If these programs were not established, many of these students may not have been afforded these opportunities for college and career readiness beyond graduation.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
AMON CARTER-RIVERSIDE PTECH**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River (hereinafter referred to as "College") and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code.

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2024-2025 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

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

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

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

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may

be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

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

I. Term:

- a. The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b. The MOU will end on **June 30, 2027**, unless otherwise amended.
- c. Each academic year the FWISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

II. Guiding Principles: The College and FWISD will function on the following principles:

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

III. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

a. Governance:

1. The Early College High School will:
 - a) Be governed by FWISD and subject to FWISD and federal policies, and

- b) Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
2. The FWISD ECHS Lead Administrator
- a) Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum, and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
 - b) Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c) Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d) Will be the primary contact for the ECHS with the community and the College.
3. Early College Leadership Council
- a) Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
 - b) Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
 - c) The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues, and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

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

c. Duties of College:

The College shall have the following duties:

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

d. Duties of FWISD:

FWISD shall have the following duties:

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

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

- f. Faculty:** ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.
- g. Classroom and Office Facilities:**
1. All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
 2. College shall provide office and classroom space for the high school as appropriate.
 3. Students, faculty, and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
 4. The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
 5. Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
 6. The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned, and maintained as more particularly set forth in the FUA.
- h. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The ISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.
- i. Student Learning Materials:**
1. College-approved textbooks, syllabi, and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
 2. All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 3. All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 4. College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three (3) years once the book is selected.
 5. All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.
- j. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and the transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in

the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

k. Recruitment, Selection, and Enrollment of Students:

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

l. Instructional Calendar:

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

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

n. Student Code of Conduct:

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

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers' manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual
- Both parties shall provide access to the documents referenced above.

- o. Media and Public Relations:** Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.
- p. Student Progress and Support:** The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At the ISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.
- q. Evaluation, Research, and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives. Annually, evaluation data will be collected by the party who generates the data and will review: the number of credit courses taken and earned, GPAs, state assessment results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.
- r. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the Parties to this MOU.

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

V. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2027. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

VI. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If the MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

VII. Discontinuation of Operation:

- a. If operation of the Early College High School should be discontinued with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- b. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- c. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- d. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- e. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

VIII. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

IX. Limitations of Authority:

- a. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights is granted or implied.

- b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding, or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

X. 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.

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

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

XIII. Miscellaneous Provisions:

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

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : _____
TCCD Legal Services

Date

**OPERATIONS MANUAL
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School located on TCC’s Trinity River campus (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated June 1, 2024, entered into by and between the parties hereto;

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

I. Governance

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

II. Safety and Health

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

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

- b. ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- c. In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- d. In case of a health emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- e. In case of any other emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- f. The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- g. TCC shall provide all ECHS students, faculty, and staff with standard TCC identification badges.
- h. ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- i. ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- j. All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- k. ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- l. The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- m. The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- n. ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC, or contract custodial. Charges associated with such background checks will be borne by ISD.
- o. ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and

all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:

1. access by minors to inappropriate matters on the Internet;
2. the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
3. unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
4. unauthorized disclosure, use, and dissemination of personal information regarding minors; and
5. measures designed to restrict minors’ access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

III. Staffing

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

IV. Operations

- a. ISD shall require that ninth and tenth grade ECHS students wear standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- b. ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release, and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- c. ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD’s administrative software.
- d. TCC shall ensure that grades for college courses are timely and correctly entered into TCC’s administrative software.
- e. TCC will not provide ECHS students with computers, laptops, or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment are compatible with TCC’s computer

system.

- f. ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative (“TSI”) compliant prior to the commencement of that student’s junior year. The College shall have the right, but not the obligation, to participate in these support efforts.
- g. ECHS faculty and staff shall be permitted to participate in TCC’s in-house professional development courses at no charge.

V. Expiration or Termination

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCC Legal Services

Date

**FACILITIES USE AGREEMENT
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

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

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

I. Use of Facilities

- a. ISD will house an ECHS facility at the Amon Carter-Riverside High School, 3301 Yucca Ave., Fort Worth, Texas 76111. Sole ownership of such building(s) lies with the Fort Worth Independent School District. Operations will commence as of June 1, 2024.
- b. TCC shall use the ECHS facility solely for instructional purposes and as related to agreed-upon courses with the ISD. All other purposes will require the prior written consent of ISD.
- c. By the beginning of the Spring semester of each academic year, ISD and TCC will agree upon the courses to be offered for the following academic year, at which point TCC will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- d. ISD will provide TCC with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- e. Registration by ECHS students for ECHS-specific classes to be offered on the TCC Trinity River Campus will take place prior to the date set for general priority registration.

II. Furniture and Equipment

- a. ISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCC teaches at the ECHS will be provided by TCC and will remain the property of TCC. TCC shall be responsible for tracking and inventorying all equipment purchased by TCC and placed or installed at ECHS.
- b. The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy ISD

standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students were responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- c. TCC will be assigned areas in the ECHS for TCC instructors to secure teacher equipment and supplies. ISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of TCC.
- d. ISD and TCC will agree, before each semester, on what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

III. Maintenance

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

IV. Utilities

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

V. Insurance

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

demonstrating TCC's ability to self-insure.

VI. Ingress, Egress, Access and Parking

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

VII. Safety and Health

- a. Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by ISD, pursuant to ISD's facilities guidelines and procedures.
- b. For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCC shall not designate ECHS as an area where concealed weapons may be carried.

VIII. Expiration or Termination

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

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



08/26/2024

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCCD Legal Services

Date

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
DIAMOND HILL-JARVIS PTECH**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River (hereinafter referred to as "College") and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code.

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2024-2025 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

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

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

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

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may

be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

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

I. Term:

- a. The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b. The MOU will end on **June 30, 2027**, unless otherwise amended.
- c. Each academic year the FWISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

II. Guiding Principles: The College and FWISD will function on the following principles:

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

III. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

a. Governance:

1. The Early College High School will:
 - a) Be governed by FWISD and subject to FWISD and federal policies, and

- b) Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
2. The FWISD ECHS Lead Administrator
- a) Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum, and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
 - b) Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c) Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d) Will be the primary contact for the ECHS with the community and the College.
3. Early College Leadership Council
- a) Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
 - b) Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
 - c) The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues, and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

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

c. Duties of College:

The College shall have the following duties:

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

d. Duties of FWISD:

FWISD shall have the following duties:

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

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

- f. Faculty:** ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.
- g. Classroom and Office Facilities:**
1. All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
 2. College shall provide office and classroom space for the high school as appropriate.
 3. Students, faculty, and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
 4. The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
 5. Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
 6. The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned, and maintained as more particularly set forth in the FUA.
- h. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The ISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.
- i. Student Learning Materials:**
1. College-approved textbooks, syllabi, and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
 2. All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 3. All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 4. College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three (3) years once the book is selected.
 5. All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.
- j. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and the transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in

the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

k. Recruitment, Selection, and Enrollment of Students:

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

l. Instructional Calendar:

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

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

n. Student Code of Conduct:

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

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers' manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual
- Both parties shall provide access to the documents referenced above.

- o. Media and Public Relations:** Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.
- p. Student Progress and Support:** The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At the ISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.
- q. Evaluation, Research, and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives. Annually, evaluation data will be collected by the party who generates the data and will review: the number of credit courses taken and earned, GPAs, state assessment results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.
- r. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the Parties to this MOU.

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

V. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2027. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

VI. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If the MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

VII. Discontinuation of Operation:

- a. If operation of the Early College High School should be discontinued with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- b. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- c. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- d. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- e. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

VIII. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

IX. Limitations of Authority:

- a. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights is granted or implied.

- b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding, or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

X. 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.

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

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

XIII. Miscellaneous Provisions:

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

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : _____
TCCD Legal Services

Date

**OPERATIONS MANUAL
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School located on TCC’s Trinity River campus (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated June 1, 2024, entered into by and between the parties hereto;

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

I. Governance

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

II. Safety and Health

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

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

- b. ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- c. In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- d. In case of a health emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- e. In case of any other emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- f. The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- g. TCC shall provide all ECHS students, faculty, and staff with standard TCC identification badges.
- h. ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- i. ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- j. All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- k. ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- l. The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- m. The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- n. ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC, or contract custodial. Charges associated with such background checks will be borne by ISD.
- o. ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and

all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:

1. access by minors to inappropriate matters on the Internet;
2. the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
3. unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
4. unauthorized disclosure, use, and dissemination of personal information regarding minors; and
5. measures designed to restrict minors’ access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

III. Staffing

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

IV. Operations

- a. ISD shall require that ninth and tenth grade ECHS students wear standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- b. ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release, and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- c. ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD’s administrative software.
- d. TCC shall ensure that grades for college courses are timely and correctly entered into TCC’s administrative software.
- e. TCC will not provide ECHS students with computers, laptops, or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment are compatible with TCC’s computer

system.

- f. ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative (“TSI”) compliant prior to the commencement of that student’s junior year. The College shall have the right, but not the obligation, to participate in these support efforts.
- g. ECHS faculty and staff shall be permitted to participate in TCC’s in-house professional development courses at no charge.

V. Expiration or Termination

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCC Legal Services

Date

**FACILITIES USE AGREEMENT
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

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

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

I. Use of Facilities

- a. ISD will house an ECHS facility at the Diamond Hill-Jarvis High School, 1411 Maydell St., Fort Worth, Texas 76106. Sole ownership of such building(s) lies with the Fort Worth Independent School District. Operations will commence as of June 1, 2024.
- b. TCC shall use the ECHS facility solely for instructional purposes and as related to agreed-upon courses with the ISD. All other purposes will require the prior written consent of ISD.
- c. By the beginning of the Spring semester of each academic year, ISD and TCC will agree upon the courses to be offered for the following academic year, at which point TCC will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- d. ISD will provide TCC with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- e. Registration by ECHS students for ECHS-specific classes to be offered on the TCC Trinity River Campus will take place prior to the date set for general priority registration.

II. Furniture and Equipment

- a. ISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCC teaches at the ECHS will be provided by TCC and will remain the property of TCC. TCC shall be responsible for tracking and inventorying all equipment purchased by TCC and placed or installed at ECHS.
- b. The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy ISD

standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students were responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- c. TCC will be assigned areas in the ECHS for TCC instructors to secure teacher equipment and supplies. ISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of TCC.
- d. ISD and TCC will agree, before each semester, on what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

III. Maintenance

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

IV. Utilities

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

V. Insurance

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

demonstrating TCC's ability to self-insure.

VI. Ingress, Egress, Access and Parking

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

VII. Safety and Health

- a. Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by ISD, pursuant to ISD's facilities guidelines and procedures.
- b. For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCC shall not designate ECHS as an area where concealed weapons may be carried.

VIII. Expiration or Termination

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

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



08/26/2024

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCCD Legal Services

Date

**MEMORANDUM OF UNDERSTANDING:
TARRANT COUNTY COLLEGE DISTRICT
AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT
FOR
SOUTH HILLS PTECH**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River (hereinafter referred to as "College") and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code.

WHEREAS, the parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2024-2025 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

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

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

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

WHEREAS, it is the intention of the parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may

be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

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

I. Term:

- a. The term of this agreement shall commence upon signature dates found on the last page of this MOU.
- b. The MOU will end on **June 30, 2027**, unless otherwise amended.
- c. Each academic year the FWISD will submit a Letter of Continuation to the COLLEGE as confirmation to continue with all terms listed in this Agreement and provide updated course crosswalk as needed.

II. Guiding Principles: The College and FWISD will function on the following principles:

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

III. Scope of Agreement and Limitations of Authority:

The parties agree as follows:

a. Governance:

1. The Early College High School will:
 - a) Be governed by FWISD and subject to FWISD and federal policies, and

- b) Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD and the College.
2. The FWISD ECHS Lead Administrator
- a) Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum, and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement consistent with the mission and needs of the school.
 - b) Will direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
 - c) Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure;
 - d) Will be the primary contact for the ECHS with the community and the College.
3. Early College Leadership Council
- a) Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
 - b) Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
 - c) The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues, and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

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

c. Duties of College:

The College shall have the following duties:

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

d. Duties of FWISD:

FWISD shall have the following duties:

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

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

- f. Faculty:** ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.
- g. Classroom and Office Facilities:**
1. All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
 2. College shall provide office and classroom space for the high school as appropriate.
 3. Students, faculty, and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
 4. The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
 5. Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
 6. The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned, and maintained as more particularly set forth in the FUA.
- h. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The ISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.
- i. Student Learning Materials:**
1. College-approved textbooks, syllabi, and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
 2. All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 3. All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 4. College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three (3) years once the book is selected.
 5. All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.
- j. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and the transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in

the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

k. Recruitment, Selection, and Enrollment of Students:

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

l. Instructional Calendar:

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

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

n. Student Code of Conduct:

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

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers' manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual
- Both parties shall provide access to the documents referenced above.

- o. Media and Public Relations:** Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.
- p. Student Progress and Support:** The following steps will be taken by the parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At the ISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans. FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.
- q. Evaluation, Research, and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives. Annually, evaluation data will be collected by the party who generates the data and will review: the number of credit courses taken and earned, GPAs, state assessment results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four- year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.
- r. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the Parties to this MOU.

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

V. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2027. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

VI. Right of Revocation: Subject to the provisions of Section 7 below, any party may terminate this MOU without cause with 120 days written notice to the other parties. Upon the occurrence of a breach of this MOU by one of the parties, the non-defaulting party shall give written notice to the defaulting party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties. If the MOU is terminated during an academic term, the parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

VII. Discontinuation of Operation:

- a. If operation of the Early College High School should be discontinued with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- b. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- c. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- d. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- e. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

VIII. Assignment: No party may assign their interest in the MOU without the written permission of the other party.

IX. Limitations of Authority:

- a. Neither party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights is granted or implied.

- b. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding, or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- c. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD and their respective legal advisors and Boards of Trustees.
- d. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

X. 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.

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

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

XIII. Miscellaneous Provisions:

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

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form : _____
ISD Legal Services

Date

Approved as to Form : _____
TCCD Legal Services

Date

**OPERATIONS MANUAL
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School located on TCC’s Trinity River campus (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated June 1, 2024, entered into by and between the parties hereto;

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

I. Governance

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

II. Safety and Health

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

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

- b. ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.
- c. In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- d. In case of a health emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- e. In case of any other emergency on the Trinity River campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- f. The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- g. TCC shall provide all ECHS students, faculty, and staff with standard TCC identification badges.
- h. ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- i. ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- j. All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- k. ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- l. The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- m. The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- n. ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC, or contract custodial. Charges associated with such background checks will be borne by ISD.
- o. ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and

all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:

1. access by minors to inappropriate matters on the Internet;
2. the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
3. unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
4. unauthorized disclosure, use, and dissemination of personal information regarding minors; and
5. measures designed to restrict minors’ access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

III. Staffing

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

IV. Operations

- a. ISD shall require that ninth and tenth grade ECHS students wear standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- b. ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release, and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- c. ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD’s administrative software.
- d. TCC shall ensure that grades for college courses are timely and correctly entered into TCC’s administrative software.
- e. TCC will not provide ECHS students with computers, laptops, or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment are compatible with TCC’s computer

system.

- f. ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative (“TSI”) compliant prior to the commencement of that student’s junior year. The College shall have the right, but not the obligation, to participate in these support efforts.
- g. ECHS faculty and staff shall be permitted to participate in TCC’s in-house professional development courses at no charge.

V. Expiration or Termination

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

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

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCC Legal Services

Date

**FACILITIES USE AGREEMENT
TARRANT COUNTY COLLEGE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
EARLY COLLEGE HIGH SCHOOL**

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

WITNESSETH:

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

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

I. Use of Facilities

- a. ISD will house an ECHS facility at the South Hills High School, 6101 McCart Ave., Fort Worth, Texas 76133. Sole ownership of such building(s) lies with the Fort Worth Independent School District. Operations will commence as of June 1, 2024.
- b. TCC shall use the ECHS facility solely for instructional purposes and as related to agreed-upon courses with the ISD. All other purposes will require the prior written consent of ISD.
- c. By the beginning of the Spring semester of each academic year, ISD and TCC will agree upon the courses to be offered for the following academic year, at which point TCC will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- d. ISD will provide TCC with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- e. Registration by ECHS students for ECHS-specific classes to be offered on the TCC Trinity River Campus will take place prior to the date set for general priority registration.

II. Furniture and Equipment

- a. ISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCC teaches at the ECHS will be provided by TCC and will remain the property of TCC. TCC shall be responsible for tracking and inventorying all equipment purchased by TCC and placed or installed at ECHS.
- b. The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy ISD

standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students were responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- c. TCC will be assigned areas in the ECHS for TCC instructors to secure teacher equipment and supplies. ISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of TCC.
- d. ISD and TCC will agree, before each semester, on what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

III. Maintenance

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

IV. Utilities

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

V. Insurance

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

demonstrating TCC's ability to self-insure.

VI. Ingress, Egress, Access and Parking

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

VII. Safety and Health

- a. Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by ISD, pursuant to ISD's facilities guidelines and procedures.
- b. For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCC shall not designate ECHS as an area where concealed weapons may be carried.

VIII. Expiration or Termination

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

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



8/26/2024

Dr. Angélica M. Ramsey
Superintendent,
Fort Worth ISD

Date

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

Date

Approved as to Form: _____
ISD Legal Services

Date

Approved as to Form: _____
TCCD Legal Services

Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE CLINICAL AFFILIATION AGREEMENT FOR STUDENT WORK-BASED LEARNING

BACKGROUND:

The proposed clinical affiliation agreement between the Fort Worth Independent School District (FWISD) Career & Technical Education Department and a medical facility aims to provide work-based learning experiences for students pursuing medical assistant and patient care technician certification in the health science programs. The contract is effective from October 4, 2024, to September 4, 2028.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Clinical Affiliation Agreement for Student Work-Based Learning
2. Decline to Approve Clinical Affiliation Agreement for Student Work-Based Learning
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Clinical Affiliation Agreement for Student Work-Based Learning

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Texas Orthopedic and Spine Associates

PURCHASING MECHANISM:

Not a Purchase

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

Career and Technical Education/ Trimble Technical High School, North Side High School, O.D. Wyatt High School, and the Texas Academy of Biomedical Sciences (TABS)

RATIONALE:

Consent is essential to ensure that all parties involved understand their roles, responsibilities, and expectations throughout this collaboration, involving students and their preparation for a career in the healthcare field.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

**CLINICAL AFFILIATION AGREEMENT BETWEEN
TEXAS ORTHOPEDIC AND SPINE ASSOCIATES AND
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS CLINICAL AFFILIATION AGREEMENT (the “Agreement”) is entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“**FWISD**” or “**District**”) and Texas Orthopedic and Spine Associates, a clinical facility located at 923 College Ave Ste 101, Fort Worth, Texas 76104, (“**Facility**” or “**TXOSA**”). District and TXOSA may be collectively referred to as the “Parties” or individually as a “Party”. FWISD and Facility agree to the following:

PURPOSE

FWISD has a technical education program (the “Program”) through which FWISD provides its students with academic and clinical experience in the health sciences. FWISD desires for the Facility to provide certain students of FWISD with clinical educational experience through Facility’s clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF FWISD

1.1 FWISD shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide qualified teachers at FWISD to teach the pre-requisite core curriculum and support courses in the Program;
- c) provide administrative functions for each student in the Program that are the same functions as those provided to all other students at FWISD;
- d) provide a faculty member to be available for consultation at all times students are at Facility to supervise students participating in the Program;
- e) instruct students who use Facility’s clinical and or administrative facilities in the program to abide by Facility’s policies unless the policies are unlawful. Information regarding Facility’s applicable policies will be provided by Facility at the time of or prior to student orientation including but not limited to information about the Facility’s drug testing requirements;
- f) provide Facility with the appropriate forms to be used in evaluating the performance of students in the Program;
- g) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- h) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program and provide evidence of such testing and the results to Facility prior to commencement of the Program or upon request of Facility thereafter;
- i) provide to Facility at least two (2) weeks prior to commencement of the Program a letter outlining the needs of students, days and hours students will be in departments or service areas, names of students and supervising faculty members, length and dates of experience and credentials of faculty;
- j) provide proof of professional liability insurance covering students placed at the Facility in the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate prior to beginning the clinical assignment at Facility and upon request of Facility thereafter. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- k) consider promptly any complaints made by Facility against a student and participate in joint problem-

solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provided to the designated Faculty member and/or other representative of FWISD. Facility, in its sole discretion, may require the permanent withdrawal of any student from Facility at any time for cause;

- l) confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility;
- m) [Reserved]
- n) ensure that each student and FWISD faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of FWISD; and
- o) provide Facility with the names of students and dates of participation at Facility prior to the scheduled rotation.

2.0 RESPONSIBILITIES OF FACILITY

2.1 Facility shall:

- a) provide cooperation to promote the success of the Program;
- b) provide equipment and supplies that are necessary for instruction at Facility;
- c) provide suitable clinical experience situations as prescribed by the curriculum provided by FWISD;
- d) assist with clinical teaching and supervision of an agreed upon number of students in the Program;
- e) upon request by FWISD, formally evaluate the performance of students in the Program using the form provided by FWISD;
- f) retain responsibility for patient care;
- g) reserve the right to determine the manner in which its equipment shall be operated;
- h) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- i) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus.

3.0 RESPONSIBILITIES OF FWISD AND FACILITY

3.1 FWISD and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) mutually agree, schedule, and provide an orientation of faculty and students to Facility and assigned units;
- c) understand there will be no exchange of monies between the FWISD and the Facility for this Program;
- d) revise or modify this Agreement in writing if both parties agree to the revisions or modifications; and
- e) comply with all applicable federal and state laws, rules, and regulations.

4.0 TERM AND TERMINATION

4.1 This Agreement shall remain in effect for four (4) years beginning October 4, 2024, and ending September 4, 2028. This Agreement shall be renewed for an additional one (1) year term, by mutual written agreement of the Parties.

4.2 This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party by

certified mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

5.0 NOTICES

Any notice or document required to be delivered under this Agreement shall be addressed to the parties hereto at the respective address set forth below, or at such other address as either Party shall specify by written notice, sent to the other Party by certified mail, return receipt requested:

If to Facility: Texas Orthopedic and Spine Associates, PLLC
923 College Ave Ste 101
Fort Worth, Texas 76104
Attention: Administrator

If to FWISD: Fort Worth Independent School District
Career and Technical Education Department
1050 Bridgewood Street
Fort Worth, Texas 76112
Attention: Executive Director of CCMR

Copy to: Fort Worth Independent School District Office of Legal Services
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
Attention: Chief Legal Counsel

6.0 STATUS OF STUDENTS

FWISD and Facility understand and agree that while faculty and students are participating in the Program, faculty and students are not employees of Facility. Accordingly, faculty and students are not entitled to any of the rights or benefits established for Facility's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or worker's compensation coverage.

7.0 MISCELLANEOUS

- 7.1 Non-discrimination. FWISD and Facility shall not unlawfully discriminate in their respective performance of this Agreement. FWISD does not discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, age, gender identity and expression, military/veteran status, in its programs and activities. The Facility understands and agrees to comply with the Fort Worth School District non-discrimination policy.
- 7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all prior and contemporaneous oral or written understandings. This Agreement may not be altered, amended, or modified except by a written document executed by both Parties.
- 7.3 Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply to the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in Tarrant County, Texas.
- 7.4 Severability. Should any clause or provision of this Agreement be held or ruled unenforceable or ineffective

by a court of law, such a ruling will in no way affect the validity or the enforceability of any other clause or provision contained herein.

- 7.5 No Waiver. No waiver by FWISD or Facility of any breach of any term, provision, or condition contained in this Agreement, or the failure to insist upon strict performance thereof shall be deemed to be a waiver of such term, provision, or condition as to any subsequent breach thereof or a waiver of any other term, provision or condition contained in this Agreement. The exercise of any right or remedy hereunder shall not be deemed to preclude or affect the exercise of any other right or remedy provided herein.
- 7.6 Confidentiality. FWISD acknowledges that the intent of federal and state privacy laws and Facility policies is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to fulfill the purpose of this Agreement. FWISD acknowledges that students, faculty, and other FWISD representatives may access Confidential Information during the performance of their function under this Agreement. As such, FWISD shall ensure that each student has completed the proper forms and documents prior to arrival at the Facility; and represents and warrants that its agents, employees, and representatives (collectively hereinafter “Representatives”) will maintain such information as confidential and will not disclose such information to third parties or other Representatives of FWISD, who do not require the information in order to fulfill this Agreement, except as permitted by law or order of the court. Should FWISD, through its Representatives, for any reason otherwise disclose the information, FWISD will immediately notify Facility. FWISD warrants that it will train all Representatives concerning this provision of the Agreement. Facility acknowledges that the District is subject to the Texas Public Information Act and its limited exceptions. Upon a valid request under the Act for information under this Agreement, the District will provide Facility with third-party notice but assumes no other liability. It will be the responsibility of the Facility to brief the Texas Attorney General on why such information should be exempted from disclosure. The Facility agrees not to divulge any District proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), if applicable, the Contractor 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.
- 7.7 Hazardous Occupation. If the clinical training experience at the Facility is considered to be a hazardous occupation by the U.S. Department of Labor, Employment Standards Administration, and the Wage and Hour Division, then any exemption(s) for student-learners or apprentices will apply as described in the Youth Employment Provisions for Nonagricultural Occupations Under the Fair Labor Standards Act- Child Labor Bulletin 101 or Child Labor Requirements in Agricultural Occupations - Child Labor Bulletin 102. Current information for exemptions is available from the U.S. Department of Labor in the Wage and Hour Division or its website at <http://www.dol.gov/whd>.

[Signature Page Follows]


EFFECTIVE the date set forth above. Executed as of the dates below, by and between FWISD and Facility through their duly authorized officers, thereby binding themselves, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions of this Agreement.

FWISD: Fort Worth Independent School District

By: _____ Date _____
Angélica Ramsey, Ed.D.
Superintendent of Schools

By:  _____ 8/19/2024
Robert Wright, Ed.D.
Director of CCMR
Date

Approved as to Legal Form and Sufficiency for Fort Worth ISD only.

By:  _____
Alexander Athanason, Staff Attorney

FACILITY: Texas Orthopedic and Spine Associates

By:  _____ **July 25, 2024**
Nicholas Barton
Administrator
Date

CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE THE AGREEMENT BETWEEN FORT WORTH ISD AND AVIATION PARTNER

BACKGROUND:

This is the initial contract for the 2024-2025 school year, effective through the end of the 2026 2027 school year. This agreement will provide access to aviation opportunities and support for our Fort Worth ISD CTE students and programs. Students will be connected to industry professionals and work-based learning to help build a pipeline through school outreach through our aviation and information technology programs of study.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the Agreement Between FWISD and Aviation Partner
2. Decline to Approve the Agreement Between FWISD and Aviation Partner
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Agreement Between FWISD and Aviation Partner

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

C.R. Smith Museum

PURCHASING MECHANISM:

Not a Purchase

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

Dunbar High School
Trimble Technical High School
Polytechnic High School
South Hills High School
Western Hills High School
Amon Carter Riverside High School
Monnig Middle School
Stripling Middle School
Leonard Middle School
Benbrook Middle School
Kirkpatrick Middle School
Riverside Middle School
Young Women’s Leadership Academy
Young Men’s Leadership Academy
Leadership Academy at Forest Oak
McLean Middle School
Meacham Middle School
Jacquet Middle School
Daggett Middle School
Meadowbrook Middle School
Morningside Middle School
McClung Middle School
Rosemont Middle School
William James Middle School

RATIONALE:

The agreement between FWISD and the American Airlines C.R. Smith Museum is designed to allow our students to explore aviation industry careers and engage with professionals who look like them via a three-year plan to increase STEM involvement throughout the district. This contract will allow for tours, industry experiences, teacher professional development, and engagement for students to increase their exposure to future opportunities. The CCMR department is inviting schools from underserved areas to strategically involve our communities that would benefit most from this experience.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading



AMERICAN AIRLINES
CR SMITH MUSEUM



2024-2025 C.R. Smith Museum Aviation Career Pathways Engagement Plan

with

Fort Worth Independent School District

FORT WORTH ISD CTE

Robert Wright | Director of CCMR
Jenni Washington | CTE Coordinator

C.R. SMITH MUSEUM

Jennifer Hartmann | Coordinator of STEM Education & Impact
Marie Eve Poirier-Harris | Director of Education & Volunteer Programs

CR SMITH MUSEUM CAREER PATHWAYS PROGRAM PHILOSOPHY

Our goal is to develop a program which broadens the access to aviation opportunities by building self-efficacy in students, especially girls and students from underrepresented/underserved communities who are often disinclined to believe they belong in STEM/aviation fields. We will accomplish this through repeated exposure and a hands-on approach, aligning with recent research on career selection. In our partnerships we will help build capacity by leveraging teachers as multiplying agents to broaden impact so students have continuous touch-points. Students will be connected to industry professionals who also act as role models and mentors to help build a pipeline through effective school outreach.

FORT WORTH ISD CAREER AND TECHNICAL EDUCATION VISION

Career & Technical Education envisions all students in FWISD being prepared for life and be college and career ready. The mission of Career & Technical Education is to prepare all students for success through quality services, rigorous curriculum, and state of the art facilities.

PURPOSE

The purpose of the C.R. Smith Museum's Aviation Career Pathways is to develop and implement a 3-year, multi touchpoint strategy to engage Fort Worth ISD CTE students in the field of aviation to encourage them to select and apply for jobs in the field of aviation. and offer them support in the pursuit of an aviation related career.

FOCUS

The 3-year pathway will focus on:

- Careers:
 - Pilots
 - Aviation Mechanics
 - Engineers (aeronautical, mechanical, electrical, etc.)
 - IT Engineers/Cybersecurity experts
 - Data Analysts
 - Others as needs arise
- Target Audience
 - High School
 - Middle School (Career Readiness and exposure to Aviation)
- FWISD Schools of Choice
 - TBD by FWISD
 - Dunbar High School Aviation

STAKEHOLDERS

Leaders of CR Smith Museum and Fort Worth ISD CTE determined the following would best serve their stated purpose of exploring partnership opportunities for engaging with Fort Worth CTE students.

Key stakeholders:

- FWISD Students
- FWISD Teachers
- Robert Wright, Jenni Washington (Fort Worth ISD)
- Jennifer Hartmann, Marie Eve Poirier-Harris, Chantell Justice, Ulrike Das, Carlos Martinez (American Airlines CR Smith Museum)
- Amy Galbadon, Julie Kabel, Karon Washington, Tanner Price, Pam Gazitano, and Dianne Stauber (American Airlines Workgroups)

Responsibilities of each stakeholder:

	Y1	Y2	Y3
Museum	<ul style="list-style-type: none"> -Identify the needs of the students and teachers in each ISD engaged. -Identify available resources at AA aligning with the needs of the schools. -Contract with schools -Deliver intro to airline careers activity. -Coordinate and run Museum visits/workshops. -Survey and evaluation of impact. 	<ul style="list-style-type: none"> -Deliver programs: ex.career fair, Aviation career day, workshops, Teacher PD -Coordinate and run Museum visits/workshops -Coordinate Expert visits with American Airlines. - Coordinate BTS visits with American Airlines. -Run survey and evaluation of impact. 	<ul style="list-style-type: none"> - Deliver programs: ex.career fair, Aviation career day, workshops, Teacher PD -Coordinate and run Museum visits/workshops -Coordinate Expert visits with American Airlines. - Coordinate BTS visits with American Airlines. -Run survey and evaluation of impact .
School	<ul style="list-style-type: none"> -Coordinating expert visits at the school level (content, logistics, etc.) -Transportation to on-site events -Ensure students and teachers participation in the evaluation process. - Share needs of students for transition into career/college to help better inform AA and CRSM's programming and offerings. 	<ul style="list-style-type: none"> -Coordinating expert visits at the school level -Transportation to the on-site event - Ensure students and teachers participation in the evaluation process. - Share needs of students for transition into career/college to help better inform AA and CRSM's programming and offerings. -Select teachers for PD and coordinate attendance. 	<ul style="list-style-type: none"> Coordinating expert visits at the school level -Transportation to the on-site event - Ensure students and teachers participation in the evaluation process. - Share needs of students for transition into career/college to help better inform AA and CRSM's programming and offerings. -Select teachers for PD and coordinate attendance.
American Airlines	<ul style="list-style-type: none"> -Support the Pathways program by offering free access to resources to participating schools (ex. Museum admission, workshop fees, swag, etc.) -Provide experts in various workgroups who can engage the students and provide real-world insight on applications of concepts/skills learned in school; both at the Museum and at schools. 	<ul style="list-style-type: none"> Support the Pathways program by offering free access to resources to participating schools (ex. Museum admission, workshop fees, tours, swag, etc.) -Provide experts in various workgroups who can engage the students and provide real-world insight on applications of concepts/skills learned in school; both at the Museum and at schools. -Provide access to some of AA facilities so students can be immersed in the industry's work environment. 	<ul style="list-style-type: none"> Support the Pathways program by offering free access to resources to participating schools (ex. Museum admission, workshop fees, tours, swag, etc.) -Provide experts in various workgroups who can engage the students and provide real-world insight on applications of concepts/skills learned in school; both at the Museum and at schools. -Provide access to some of AA facilities so students can be immersed in the industry's work environment.

Proposed opportunities to engage and collaborate with students:

	Y1	Y2	Y3
Exposure	-Introduction to airline careers -Visit to the Museum	-Intro to airline careers or Career Fair/STEM night -Visit to Museum + 1 STEM Workshop	-Intro to airline careers or Career Fair/STEM night -Visit to Museum + Expert chat and Sims
Exploration	-Boarding P.A.S.S. Career Aviation Day at Museum -2 Expert visits at school (Pilot, AMT, Engineer, Cadet)	-Boarding P.A.S.S. Career Aviation Day at Museum -2 Expert visits at school (IT, FS, Pilot, AMT, Engineer, Cadet, or specialty interest) -Behind the scenes tour for up to 30 students (FA, hangar, IOC)	-Boarding P.A.S.S. Career Aviation Day at Museum -2 Expert visits at school (IT, FS, Pilot, AMT, Engineer, Cadet, or specialty interest/industry partner) -Behind the scenes tour for up to 60 students (FA, hangar, IOC)
Expertise		-Teacher PD – 4 CPE hours -Preferential access to Camp and in-depth program scholarships	-Industry Professional Teacher Externship/PD Teacher PD – 4 CPE hours -Preferential access to Camp and in-depth program scholarships

PROGRAM SUCCESS EVALUATION

The evaluation strategy may include an array of methodologies including (but not limited to)

- Pre and post engagement surveys measuring perception of self-efficacy related to aviation careers. and other
- Pre and post engagement surveys measuring students’ interest in pursuing a career in aviation.
- Stakeholder surveys to determine effectiveness of touchpoints.
- Student interviews and stories of significant change.
- Enrollment in expertise level aviation programs or activities within and outside of the Museum (includes mentorship opportunities).
- Retention of students in Aviation relevant academic pathways
- Student Internship applications (to be developed)
- Students who submit an application at jobs.aa.com
- Participation in PD opportunities and information meetings (parents, teachers).

ENGAGEMENT STRATEGIES (TOUCHPOINTS)

MUSEUM VISIT

SUBJECT TO DATE AVAILABILITIES	<ul style="list-style-type: none">● Must take place during Museum hours of operation (Thursdays 10-2, Fridays 10-4, Saturdays 10-4).● Admission fee waived by American Airlines for Pathway schools.● Students explore the Museum <u>independently</u> (not a guided tour).● Exploration Guides (scavenger hunt type questions) are available at no cost to the school.● Possibility to eat lunch on the Museum Plaza (inquire for more information – subject to restrictions and availability).● Include hands-on career focused activities such as flight simulators, ramp training game, Operations Command Center game, interactive MD-80 Cockpit, DC-3 exploration, evacuation slide, etc.● Includes intro to aviation careers movie “Why I Fly”
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ENGINEERING WORKSHOP

SUBJECT TO DATE AVAILABILITIES	<ul style="list-style-type: none">● Must take place during Museum hours of operation (Thursdays 10-2, Fridays 10-4, Saturdays 10-4).● Workshop costs waived by American Airlines for Pathway schools.● Workshop duration varies between 60 and 90 minutes.● 60 students maximum per workshop (max 2 workshops a day; 1 in the AM and one in the PM)● Power a Plane using Stored Energy (max 60 students/group)● Wind Tunnel Testing (max 30 students/group)● Arrival time for schools is 10:00 am for AM workshops.● Workshops include a build that students can take home.● All workshop participants and chaperones must have a signed photo release (unless instructed otherwise).● Possibility of delivering a full length workshop at a school rather than at the Museum. Inquire for more information.
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AVIATION CAREER DAY

<p>SUBJECT TO REGISTRATION AVAILABILITY</p>	<ul style="list-style-type: none"> ● This event will be held at the CR Smith Museum on Friday November 8, 2024. ● Two sessions are available: AM or PM. ● Hours for AM session are 10:00 – 12:15 PM. ● Hours for PM session are 12:15 PM – 2:30 PM. ● Each session can accommodate a maximum of 300 students. ● Pre-registration is required. ● Priority will be given to Pathway schools but each ISD will receive a maximum number of reserved spots after which it will be first come first served. ● Only schools who are truly committed to attending the event should register students. ● Over 20 aviation related careers will be represented. Students will have the opportunity to engage with industry professionals and participate in hands-on activities. ● Partner booths will also be there for the students to engage with (from military aviation pathways, to colleges with aviation programs, and from industry partners, to resource organizations). ● Students will rotate between the interactive panel of experts, meet-and-greets, career fair, and hands-on activities. ● Activity passport and prizes encourage students to actively participate and engage with professionals.
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BEHIND-THE-SCENES TOURS

<p>SUBJECT TO AVAILABILITIES Hangar 5 Hangar 3 Integrated Ops Center AA Headquarters and IT Flight Academy Flight Attendant Training</p>	<ul style="list-style-type: none"> ● Begin no later than 10:00am and wrap up by 1:00pm due to transportation ● 60-90 minutes based on tour location. Some locations can be combined with a Museum tour. ● Maximum 30 students per group. ● Information will be provided prior to the tour regarding dress code and materials needed. ● Signed photo release and signed liability waivers are mandatory for all participants (including chaperones).
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EXPERT VISITS

<p>SUBJECT TO EXPERT AVAILABILITIES</p> <p>Pilots Maintenance Technicians Cybersecurity Experts IT Engineers Flight attendants Aeronautical Engineers Women in Aviation AA Executives HR Representatives Integrated Ops Center</p>	<ul style="list-style-type: none"> ● Timing is flexible and can usually be adapted to meet the needs of the school. ● Maximum capacity of 200 students (auditorium) ● Maximum 2 presentations a day ● Duration of presentation can be customized to fit the needs of the school/district but usually range between 30-minute and 90-minute engagement opportunities. ● May have the opportunity to customize presentation content to accommodate certain specific requests. ● Signed photo release is necessary for all participants. ● Format can vary to accommodate the type of engagement (formal presentation in auditorium, career fair, booth, meet-and greet, etc.). ● Engagement can take place in the schools, at the Museum, or in one of AA's tour location.
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CAREER/STEM FAIR PARTICIPATION

<p>BASED ON AVAILABILITY. MAY INCLUDE:</p> <p>PORTABLE FLIGHT SIMS PORTABLE DRONE CAGE HANDS-ON ACTIVITIES MEET-AND-GREET WITH EXPERTS BOARDING PASS AND RESOURCES TAKE-AWAYS</p>	<ul style="list-style-type: none"> ● Type of activities may vary based on the individual school's need i.e. type of event, number of attendees, grade level of participants, etc. ● Some activities may not be available based on technical requirements (ex. flight simulators require high speed internet access and Steam.com).
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PROFESSIONAL DEVELOPMENT

<p>DATES COMING SOON</p>	<ul style="list-style-type: none"> ● The Museum team will meet with ISD leaders to determine the needs of the teacher community. ● The Museum will custom build a PD opportunity to meet those needs. ● PD may include a hands-on workshop, classroom resources, a behind-the-scenes tour, and meeting with industry experts.
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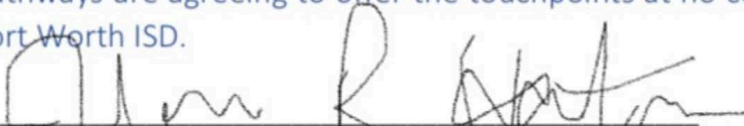
PRELIMINARY OFFERINGS FOR FORT WORTH INDEPENDENT SCHOOL DISTRICT

Touchpoint	# of students per touchpoint	Frequency or number of touchpoints	Requirements/ Specifications	Comments
Museum Visit	Up to 200 per day	5 dates per school calendar year between September and May Dunbar HS 09/26/24	Independent visits only.	Includes intro to airline careers movie “Why I fly” For large groups (100+), staggered arrival is preferred. Can be combined with Expert Visit in some cases. AA covers admission fee.
Engineering Workshop	Up to 60 per workshop	5 workshops per school calendar year. Dunbar 10/10/24	Photo release, pre-post surveys.	Museum will provide all materials and AA covers admission & workshop fee.
Aviation Career Day (Nov.8, 2024)	150 spots (100 AM and 50 PM)	1 time per calendar year (date set by Museum) 50 AM Spots reserved	Photo release, pre-post surveys.	Please only register the number of students you know for sure will attend. Additional spots may be available if not all spots have been reserved 3 weeks prior to the date of the event.
Behind the scenes tours	30 per tour	3 tours per school calendar year. Dunbar 02/06/25	There may be date restrictions in some areas (ex. Hangar and IOC not available from May through September). Photo release and liability waivers are mandatory. Pre and post surveys.	Location of tours will be determined based on location availabilities. Additional tours may be offered in years 2 and 3 based on AA’s capacity. AA to cover tour fees.
Experts Visits	Depends on format. Up to 200 in an auditorium	2 visits between September and March.	Can be combined to Museum visits, tours, and/or career fairs. Photo releases and pre/post surveys required.	Please submit areas of interest and we will try to accommodate the requests.
Career/STEM fairs	Depends on format (formal presentation, booth, etc.)	2 per school calendar year	Will discuss specifications based on the type of event and the type of activities offered.	Please note that sims require a ground internet connection (not WiFi) and access to Steam gaming platform (no firewall issues).
Teachers PD	Format to be discussed with ISD	1 per calendar year in Y2 03/24/2025	To be determined Photo/liability release	More information to come

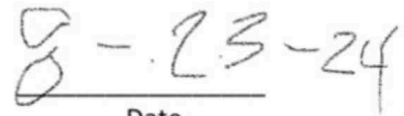
*Additional dates may be added during the November check-in meeting – based on availability.

AGREEMENT AND COMMITMENT

The American Airlines CR Smith Museum and the American Airlines workgroups involved in the Aviation Career Pathways program are agreeing to deliver the offerings mentioned in the previous section and/or to offer replacement engagement opportunities to the students in the Fort Worth ISD selected to participate in the program, based on capacity. The American Airlines CR Smith Museum and American Airlines workgroups involved in the pathways are agreeing to offer the touchpoints at no cost to the schools selected by the Fort Worth ISD.



Jennifer Hartmann, Coordinator of STEM Education & Impact
American Airlines CR Smith Museum



Date

Marie Eve P. Harris

Marie Eve P.Harris, Director of Education & Volunteer Programs
American Airlines CR Smith Museum

08/23/2024
Date

The Fort Worth ISD agrees to coordinate individual schools/classes participation in the Aviation Career Pathways program and to provide transportation for touchpoints taking place outside of the schools. The Fort Worth ISD and CTE coordinators involved in the Aviation Career Pathways are agreeing to provide photo releases, liability waivers, and pre/post engagement surveys for the students participating in the different touchpoints.

Robert Wright, Director of CCMR, FWISD

Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE CONTRACT RENEWAL AND PAYMENT OF COLLEGIATE TESTING FEES FOR STUDENTS

BACKGROUND:

The renewal of this agreement will allow students from eighth to eleventh grade to challenge the Preliminary Scholastic Aptitude Test (PSAT), National Merit Scholarship Qualifying Test (NMSQT), and Scholastic Aptitude Test (SAT) tests through June of 2025. These tests are essential in students becoming college ready as multiple universities utilize the scores for admissions and scholarship opportunities. Eighth, ninth, and tenth grade students will test in the Fall while eleventh grade students will test in both the Fall and Spring.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Renewal and Payment of Collegiate Testing Fees for Students
2. Decline to Approve Contract Renewal and Payment of Collegiate Testing Fees for Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve contract renewal and payment of collegiate testing fees for students

FUNDING SOURCE: Additional Details

Special Revenue

PSAT/NMSQT	Fall 2024	289-31-6339-TST	\$168,300.00
SAT School Day	Spring 2025	289-31-6339-TST	\$328,000.00
PSAT 8/9	Fall 2024	289-31-6339-TST	\$130,900.00

COST:

Not to exceed \$627,200.00

VENDOR(S)/PROVIDER(S):

College Board

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source- Price Quote and Notarized FWISD Sole Source Affidavit

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

- | | |
|-------------------------------------|--|
| Amon Carter-Riverside High School | Applied Learning Academy |
| Arlington Heights High School | Daggett Middle School |
| South Hills High School | Daggett Montessori |
| Diamond Hill-Jarvis High School | J.P. Elder Middle School |
| Paul Laurence Dunbar High School | Leadership Academy at Forest Oak Middle School |
| Eastern Hills High School | J. Martin Jacquet Middle School |
| North Side High School | William James Middle School |
| Polytechnic High School | Kirkpatrick Middle School |
| Paschal High School | Leonard Middle School |
| Trimble Technical High School | W.P. McLean Middle School |
| Southwest High School | Jean McClung Middle School |
| Western Hills High School | Meacham Middle School |
| O.D. Wyatt High School | Meadowbrook Middle School |
| Benbrook Middle/High School | William Monnig Middle School |
| International Newcomer Academy | Morningside Middle School |
| Young Women’s Leadership Academy | Riverside Middle School |
| Texas Academy of Biomedical Science | Rosemont Middle School |
| Young Men’s Leadership Academy | Stripling Middle School |
| World Languages Institute | Wedgwood Middle School |
| Marine Creek Collegiate | Success High School |
| | TCC South/FWISD Collegiate Academy |

RATIONALE:

The testing through College Board is a vital piece of ensuring our students are College Ready and it provides a valuable opportunity for our students to earn scholarships and National Merit recognition. Continuing this partnership allows for our students to have access to all universities across the nation and provides for equitable opportunities for all students in Fort Worth ISD.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00036935**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is effective upon fully execution ("Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("Client") and College Board ("College Board"). Client and College Board may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2024 and, unless sooner terminated as provided herein, will expire on June 30, 2025 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all Services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with itemized invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2024-2025 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client



is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board. College Board agrees to indemnify, hold harmless, and defend Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that College Board shall not be obligated to indemnify Client to the extent such Damages are caused directly by the gross negligence or willful misconduct of Client.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

With a copy to:
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Lisa Castillo
Executive Director
Fort Worth Independent School District
1050 Bridgewood Dr.
Fort Worth, TX 76112
Tel: 817-814-1510
lisa.castillo@fwisd.org

With a copy to:
Fort Worth Independent School District
Office of Legal Services
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
legal.services@fwisd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the Services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party



shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original



executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

Signature

Signed by:
Matthew Wagner

Signature

Name

Matthew Wagner

Name

Title

Interim President

Title

Date

08/21/2024

Date

**PSAT™ 8/9
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about recognition programs College Board.
- d. Access to SAT Practice Tools and Support as set forth below.
- e. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <http://www.khanacademy.org/digital-sat>. Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
 - d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
 - e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
 - f. Verify and update, if necessary, the Test Coordinator name and contact information.
 - g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
 - h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**

- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our website: <https://sat.org/COVID19>.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. The Technology Coordinator will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form, English Learner \(EL\) Supports](#) like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the

registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

- a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 C to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 testing publications and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing dates.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

For digital testing, College Board will receive certain information about the device to ensure the device used by the student and monitor and capture actions students take when using Bluebook is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the student, their high school and district, about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the <https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf> and <https://www.nationalmerit.org/>.
 - f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
 - g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
 - i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.

- k. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement, or any data privacy agreement. Nothing in this Agreement is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a) Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
 - b) Assistance with completing required forms such as AI Request Form;
 - c) Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d) Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 8/9 tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 8/9 exam.



XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Robert Wright	Melissa Alexander Blythe
Title:	Director, College, Career, and Military Readiness	
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	818-181-4515	817-814-1530
Fax:		
Email:	robert.wright@fwisd.org	melissa.alexanderbly@fwisd.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

**PSAT/NMSQT®
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®¹ provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
 - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
 - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

¹ PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <http://sat.org/COVID19>.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. The Technology Coordinator will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's

Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
 - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
 - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
 - d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the student, their high school and district about the students' eligibility and recognition status.
 - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship

- Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org.
- f. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
 - g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
 - h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
 - i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
 - j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
 - k. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
 - l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
 - m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer

Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
 - b. Assistance with completing required forms such as AI Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.



- 2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Robert Wright	Melissa Alexander Blythe
Title:	Director, College, Career, and Military Readiness	
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	818-181-4515	817-814-1530
Fax:		
Email:	robert.wright@fwisd.org	melissa.alexanderbly@fwisd.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

**SAT[®] SCHOOL DAY PROGRAM
SHELF SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

1. Materials for Students:

- a. Link to the Student Guide.
- b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
- d. For SAT (starting Spring 2024), information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:
 - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.

- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
 1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
 2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <https://sat.org/COVID19>.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. The Technology Coordinator will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. [English Learner \(EL\) Supports](#) like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org. ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.
 - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the SAT.** The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day testing publications and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Participating schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing window for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to the end of the testing window. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
- a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
 - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*

- c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
- d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the student, their high school and district about the students' eligibility and recognition status.
- e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org.
- f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- k. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of

personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
 - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
 - b. Assistance with completing required forms such as AI Request Form;
 - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
 - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License.** The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also



include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

- 3. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

- 1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

- 2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. CLIENT CONTACT INFORMATION

	Primary ¹	Procurement ²
Name:	Robert Wright	Melissa Alexander Blythe
Title:	Director, College, Career, and Military Readiness	
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	818-181-4515	817-814-1530
Fax:		
Email:	robert.wright@fwisd.org	melissa.alexanderbly@fwisd.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

Annex 1

College Board's College and Career Readiness Educational Services

With the assessment(s) ordered under this Agreement (each a 'Covered Assessment' and collectively 'Covered Assessments'), College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT and PSAT 10. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'), based on criteria provided by those Eligible Institutions and Participating Colleges, which may include student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections (collectively, 'Messages'). The students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services) may also influence and personalize the students' experiences within BigFuture School and the content of Messages. For Messages from Eligible Institutions, assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments may be used. For Messages with preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used. **College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.**

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. Students can opt-out any time, as described more fully below.

Opted-in students may receive Messages from Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom Messages are delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Messages from Participating Colleges with a preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Messages are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While the Messages may be personalized by College Board (e.g., student name at the top of an email) through



automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that Message(s) are forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission in a Message, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service.

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App. Students are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments.. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the a deadline communicated by College Board for each assessment in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose not to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for all Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2024	July 1, 2024	June 30, 2025	11,500	\$18.00	\$207,000.00	\$86,130.00	\$120,870.00
PSAT 8/9: Fall 2024	July 1, 2024	June 30, 2025	11,000	\$14.00	\$154,000.00	\$49,280.00	\$104,720.00
SAT School Day: Spring 2025	July 1, 2024	June 30, 2025	9,000	\$60.00	\$540,000.00	\$171,000.00	\$369,000.00

Subtotal: \$901,000.00
 Total Discount: \$306,410.00
 Total Cost: \$594,590.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE 2024-2025 ADVANCED PLACEMENT EXAM FEE

BACKGROUND:

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with Advanced Placement (AP) eligible grade levels, and two (2) middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction adheres to College Board guidelines. Post-secondary Success Specialists are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus. Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2024-2025 Advanced Placement Exam Fee
2. Decline to Approve 2024-2025 Advanced Placement Exam Fee
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2024-2025 Advanced Placement Exam Fee

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-11-6339-221

COST:

\$619,999.000
(The final amount will depend on the number of exams taken.)

VENDOR(S)/PROVIDER(S):

College Board

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source- Price Quote and Notarized FWSID Sole Source Affidavit

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

Amon Carter-Riverside High School	Applied Learning Academy
Arlington Heights High School	Daggett Middle School
South Hills High School	Daggett Montessori
Diamond Hill-Jarvis High School	J.P. Elder Middle School
Paul Laurence Dunbar High School	Leadership Academy at Forest Oak Middle School
Eastern Hills High School	J. Martin Jacquet Middle School
North Side High School	William James Middle School
Polytechnic High School	Kirkpatrick Middle School
Paschal High School	Leonard Middle School
Trimble Technical High School	W.P. McLean Middle School
Southwest High School	Jean McClung Middle School
Western Hills High School	Meacham Middle School
O.D. Wyatt High School	Meadowbrook Middle School
Benbrook Middle/High School	William Monnig Middle School
International Newcomer Academy	Morningside Middle School
Young Women’s Leadership Academy	Riverside Middle School
Texas Academy of Biomedical Science	Rosemont Middle School
Young Men’s Leadership Academy	Stripling Middle School
World Languages Institute	Wedgwood Middle School
Marine Creek Collegiate	I.M. Terrell Academy for STEM & VPA
	Success High School
	TCC South/FWISD Collegiate Academy

RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions, and potential college credit eligibility, this item is recommended for Board approval. A qualifying score of 3 or higher on AP Exams leads to a higher correlation of college degree attainment. In Spring 2023, students took 7650 AP exams. This year we

plan to administer 9500 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

ai_code	Account Name	Amount Due for AP exams	
442560	R L Paschal High School	\$147,113.00	
442505	Arlington Heights High School	\$71,229.00	
440597	Benbrook Middle-High School	\$61,086.00	
442489	Young Womens Leadership Academy	\$29,228.00	
442501	South Hills High School	\$19,251.00	
440194	World Languages Institute	\$18,956.00	
442545	North Side High School	\$12,075.00	
442555	Polytechnic High School	\$9,697.00	
441356	IM Terrell Academy For Stem And Vpa	\$10,300.00	
442492	Texas Academy of Biomed Science	\$10,300.00	
442570	Green B Trimble Technical High School	\$13,175.00	
442500	Amon Carter-Riverside High School	\$9,105.00	
442616	Tarrant County College South / FWISD Collegiate High School	\$9,842.00	
442548	O D Wyatt High School	\$9,540.00	
442565	Southwest High School	\$10,859.00	
442515	Diamond Hill-Jarvis High School	\$9,857.00	
442617	Young Mens Leadership Academy	\$5,943.00	
442575	Western Hills High School	\$5,564.00	
442516	Paul Laurence Dunbar High School	\$4,209.00	
442518	Eastern Hills High School	\$2,670.00	
	2023/2024 total	469,999.00	TOTAL for 23/24
	Estimating 1000 additional tests in 24/25	\$150,000.00	Additional for 24/25
		\$619,999.00	Total request 24/25

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION SUBSCRIPTION PURCHASE OF CLOUD CREDITS FOR DISTRICT INFRASTRUCTURE AND ACADEMIC SUPPORT

BACKGROUND:

The district leverages cloud credit services, for its Disaster Recover and Business Continuity, to enhance security, improve accessibility, and streamline management of user identities. By using these services, the district can provide a seamless and secure login experience for staff and students. The renewal dates are for the following August 1, 2024 through July 31, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification Subscription Purchase of Cloud Credits for District Infrastructure and Academic Support
2. Decline to Approve Ratification Subscription Purchase of Cloud Credits for District Infrastructure and Academic Support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Subscription Purchase of Cloud Credits for District Infrastructure and Academic Support

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$430,000

VENDOR(S)/PROVIDER(S):

Cloud Unity LLC

PURCHASING MECHANISM:

Competitive Solicitation
21-091-C (Technology-Product Materials, Services, and Equipment)

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

District-Wide

RATIONALE:

Subscription purchase of this system will enable the Technology Department to continue to capture all technology assets within one (1) system while implementing automation for the discovery of assets on the district network.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Information Officer
Kellie Spencer, Deputy Superintendent, District Operations



Cloud Unity
 6160 Warren Pkwy Ste 100
 Frisco, TX 75034
 info@cloudunity.com
 www.cloudunity.com

QUOTE

ADDRESS

Fort Worth Independent School District
 Administration Bldg.
 Technology Dept.
 7060 Camp Bowie West Blvd.,
 Ste. L1060
 Fort Worth TX 76116
 United States

QUOTE # 369

DATE 07/22/2024

EXPIRATION DATE 10/25/2024

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Azure Subscription Estimate	Fort Worth ISD - Azure & Cloud Credits School Year 2024 - 2025 (August 1st, 2024 through July 31st, 2025)	430,000	1.00	430,000.00

Vendor #: 29405
 21-091-C Technology-Product Materials, Services, and Equipment

TOTAL **\$430,000.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: RATIFICATION OF FIREWALL HARDWARE AND SOFTWARE
SUPPORT**

BACKGROUND:

To maintain the District's network internal resources secure, it is critical to renew the district's firewall's hardware and software support. The District's firewall monitors and controls the incoming and outgoing network traffic access. It is our first line of defense, using predetermined security rules that allow FWISD to keep our security strategy current.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve purchase of firewall hardware and software support.
2. Decline to Approve purchase of firewall hardware and software support.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve purchase of firewall hardware and software support.

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-423

COST:

\$80,805.37

VENDOR(S)/PROVIDER(S):

SHI

PURCHASING MECHANISM:

Cooperative Agreement

DIR-CPO-4875

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

District-wide

RATIONALE:

Approval of this renewal allows the FWISD to continue providing a more secure network for internal business and instructional operations.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations
Ramesh Krishnamurthy, CIO, Division of Technology



Pricing Proposal
 Quotation #: 25238984
 Created On: 8/27/2024
 Valid Until: 9/27/2024

TX-City of Fort Worth Independent School District

Inside Account Manager

Gary Murphy

100 N University
 Ste NW 140-E
 Attn: Accounts Payable
 Fort Worth, TX 76107
 United States
 Phone: (817) 815-2000
 Fax:
 Email: gary.murphy@fwisd.org

Anna Johnson

PO Box 847434
 Dallas, TX 75284-7434
 Phone: 800-527-6389 EXT 652-0326
 Fax:
 Email: Anna_Johnson@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Prem. supp renewal, Panorama 25 Palo Alto Networks - Part#: PAN-SVC-PREM-PRA-25-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 000702976099 Coverage Term: 6/30/2024 – 6/30/2025 Note: "L:000001C:20240630E:20250630K:000702976099J:26693118TERM:0 "	1	\$2,181.37	\$2,181.37
2 PA-5450, Premium support, 1 year renewal Palo Alto Networks - Part#: PAN-SVC-PREM-5450-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 019901003273 Coverage Term: 6/30/2024 – 6/30/2025 Note: "L:000002C:20240630E:20250630K:019901003273J:23981098TERM:0 "	1	\$40,751.00	\$40,751.00
3 PA-5450, Premium support, 1 year renewal Palo Alto Networks - Part#: PAN-SVC-PREM-5450-R Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Serial #: 019901003621 Coverage Term: 6/30/2024 – 6/30/2025 Note: "L:000003C:20240630E:20250630K:019901003621J:66694564TERM:0 "	1	\$40,751.00	\$40,751.00
		Shipping	\$0.00
		Total	\$83,683.37

Additional Comments

Palo Alto has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-CPO-4875

Contract Start Date: **01/25/23** ⓘ

Contract Term Date: **01/25/25** ⓘ

Contract Expiration Date: **01/25/28** ⓘ

Vendor Information

[SHI Government Solutions, Inc.](#)

Vendor ID: **1223695478500**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-550**

Contract Status: **Active**

VENDOR CONTACT:

[Texas Team](#) ↗

Phone: (800) 870-6079

[Vendor Website](#) ↗

DIR CONTACT:

[Linda Mahan](#) ↗

Phone: (512) 475-4830

Contract Overview

SHI/Government Solutions, Inc.offers Cybersecurity Software Products and Related Services under the contract. There are no resellers on this contract.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- IT Security Software



**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE SUBSCRIPTION PURCHASE OF DISASTER RECOVERY
MANAGED SERVICES**

BACKGROUND:

The Disaster Recovery / Business Continuity Services maintain Fort Worth ISD Enterprise Resource Planning, and all district's essential data backed up to the software, ensuring rapid recovery of services in the event of a disaster, ransomware attack, or any other disruptions. This is to renew the services from October 1, 2024, to September 30, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Subscription Purchase of Disaster Recovery Managed Services
2. Decline to Approve Subscription Purchase of Disaster Recovery Managed Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Subscription Purchase of Disaster Recovery Managed Services.

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$158,700.00

VENDOR(S)/PROVIDER(S):

Cloud Unity LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFP #21-091-C Technology-Product Material, Services and Equipment

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

(District Wide)

RATIONALE:

The Cloud-based Disaster Recovery Service provides an additional backup service for the district's Enterprise Resource Planning Systems.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations
Ramesh Krishnamurthy, Chief Information Officer



Cloud Unity
 6160 Warren Pkwy Ste 100
 Frisco, TX 75034
 info@cloudunity.com
 www.cloudunity.com

QUOTE

ADDRESS

Fort Worth Independent School District
 Administration Bldg.
 Technology Dept.
 7060 Camp Bowie West Blvd.,
 Ste. L1060
 Fort Worth TX 76116

QUOTE # 365

DATE 07/22/2024

EXPIRATION DATE 10/25/2024

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Months of October 1, 2024 - September 30, 2025 Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Bi-Annual (Mid-Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover time stamps and screen shots for reporting. Bi-Annual (End of School Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover time stamps and screen shots for reporting. Veeam Backup Redirection to Azure with Archive Policies for Retention	1	158,700.00	158,700.00

Vendor #: 29405
 21-091-C Technology-Product Materials, Services, and Equipment

TOTAL

\$158,700.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION OF THE DISTRICT-WIDE COMPLIANCE TRAINING MANAGEMENT SYSTEM

BACKGROUND:

The District-wide training management system provides an online platform of self-paced courses for required compliance training for all District personnel. It includes access to a comprehensive library of evidence-based courses on important topics in one (1) convenient online system, such as the Exceptional Child Library and the School Bus Driver Safety Library. The platform provides the District flexibility to build courses and custom groups to support the assignment of training to staff, making it an effective way to administer regulatory compliance and professional learning. The performance period of this renewal is for one (1) year, beginning on August 31, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the District-Wide Compliance Training Management System
2. Decline to Approve Ratification of the District-Wide Compliance Training Management System
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of the District-Wide Compliance Training Management System

<u>FUNDING SOURCE:</u>	<u>Additional Details</u>
General Fund	199-53-6399-423

COST:

\$72,983.95

VENDOR(S)/PROVIDER(S):

Scenario Learning, LLC dba Vector Solutions

PURCHASING MECHANISM:

Cooperative Agreement
Allied States 23-7452

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

(District Wide)

RATIONALE:

This training is an easy and cost-effective way to administer and track compliance for professional learning.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Information Officer
Kellie Spencer, Deputy Superintendent, District Operations



K-12 SAFETY & PROFESSIONAL GROWTH SOLUTIONS

Proposal for

Fort Worth Independent School District

Prepared by:

Dana Brewer / Senior Renewal Manager
Scenario Learning, LLC dba Vector Solutions
2135 Dana Ave., Suite 300
Cincinnati, OH 45207
Ph: 800.434.0154 / Fax: 513.366.4074

**Scenario Learning, LLC dba Vector Solutions
Pricing/Schedule A**

Date:

Pricing valid for 30 days.

Client Information

Client Name: Fort Worth Independent School District	
Address: 7060 Camp Bowie Blvd. Fort Worth, Texas 76116	
Primary Contact Name:	Primary Contact Phone:

Term

Effective Date: 08/31/2024	Initial Term (months): 12.0
--------------------------------------	---------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Victoria Miller			
Billing Address: 7060 Camp Bowie Blvd. Fort Worth, Texas 76116		Billing Phone: (817) 814-2000	
Billing Email: victoria.miller@fwisd.org	PO#: PO Not Required	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
SafeSchools Online Staff Training System - Annual Subscription - Region 11 Consortium Discount	1.0	-\$3,809.03	-\$3,809.03
School Bus Safety Company's Driver Safety Bundle (SBSC50) - Annual Subscription	1.0	\$5,790.57	\$5,790.57
*Total:			\$72,983.95

Product	Quantity	Price	Sub Total
Exceptional Child Course Library - Add-On Content in SafeSchools Training - Annual Subscription	1.0	\$19,874.91	\$19,874.91
SafeSchools Online Staff Training System - Annual Subscription	11800.0	\$3.81	\$44,958.00
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription - - Contractor's Site	300.0	\$8.84	\$2,652.00
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription - Student Site	350.0	\$10.05	\$3,517.50
*Total:			\$72,983.95

***Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Confidential and Proprietary

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE: Technology, Hardware, Software, Services and Related
(Supplemental) – ESC Region 19 Allied States Cooperative
RFP NUMBER: 23-7452
RFP OPENING DATE: November 29, 2022
CONTRACT TERM: Date of award until January 31, 2024, with 3 annual extension options.
FUNDING SOURCE: Various
RFP's ISSUED: 1,771
RESPONSES: 49
ADVERTISEMENT DATES: El Paso Times – October 31, 2022 & November 7, 2022

RECOMMENDED FOR AWARD: **Accur8 Software Solutions LLC (Accur8 Software LLP)**
Age of Learning, Inc.
AGParts Worldwide, Inc.
Asentex, Inc
Bass Computers, Inc.
Christal Vision
CodeStream Studios LLC (HUB)
Committee for Children
Compu-Cel (Personal Computer Technologies, Inc.)
CS Educational Services LLC (thinkLaw)
Dowley Security Systems, Inc.
Every Child Grows, Inc.
Forward Edge LLC
Glowforge
Helios Ed (Mann InfoCom Inc.)
iBenzer Inc.
InformedK12 (Emics, Inc.)
J-Mar & Associates, Inc.
LeaseQuery, LLC
Legends of Learning
LibraryTrac
Multimedia Solutions, Inc.
PCS Revenue Control Systems
Public Consulting Group
Pyrocom System Inc. (PyroCom systems Inc.)
Redline Networks, LP
Scenario Learning DBA Vector Solutions
Securly, Inc.
STS Recycling LLC
System Liquidation
TalkingPoints of Illinois (TalkingPoints)
Terralogic Document Systems Inc
United Data Technologies, Inc. (UDT; UDT Financial Services)
TOTAL (estimated) \$100,000,000.00/year

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract

with vendor(s) for Technology, Hardware, Software, Services and Related (Supplemental) for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and services/qualifications and 30% references. Abacus Computers Inc., Aloe Software Group LLC, Istation (Imagination Station, Inc.), Mitinet, Inc., Renaissance Learning Inc., Savvas Learning Company LLC (Gateway Education Holdings LLC), True North Consulting Group LLC, and White Rock Cybersecurity (White Rock Security Group, LLC) submitted a proposal however were not considered; vendors are already awarded on an existing contract. Advanced Aerial Education LLC, Alegna Technologies Inc., Pikitin Learning Projects, PresenceLearning, UWorld, Valley Speech Language and Learning Center, and You Matter Speech Therapy (You Matter Speech Therapy Services) submitted a proposal however were not considered; vendors do not meet the scope of work. Ironwood Cyber Inc. did not earn the minimum evaluation points and was therefore not considered for award. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. This solicitation is a supplemental solicitation to 19-7327, 20-7359, 21-7394, and 22-7429. Vendors awarded on 19-7327, 20-7359, 21-7394, and 22-7429 do not need to respond to this solicitation as they are already awarded. To view the Award Summary documents to see if you are awarded on these solicitations, please go to: <http://www.alliedstatescooperative.com/contracts.php?letter=ALL>.
2. This solicitation is for all software, hardware, cloud services, licensing, and any technology related items.
3. Vendors can respond with a discount from product price list as well as an hourly rate for services, if applicable.
4. This solicitation is not for a specific purchase or specific items. By earning a contract, vendors will be able to provide future products and services to any ASC members.

Approved By: _____
Dr. Armando Aguirre

Date: _____
January 3, 2023

Form Version July 2022

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE PURCHASE OF VIRTUAL SERVER ENVIRONMENT
MAINTENANCE AND LICENSE SUPPORT**

BACKGROUND:

Fort Worth ISD Technology maintains a virtual network server environment for District business systems. The support services requested are needed for regular maintenance. This support will provide the District with the latest updates and resources to troubleshoot and maintain a secure and robust environment. This is a one-year (1) support agreement, and will need to be renewed annually.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve purchase of virtual server environment maintenance and license support
2. Decline to Approve purchase of virtual server environment maintenance and license support
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve purchase of virtual server environment maintenance and license support

FUNDING SOURCE: Additional Details

General Fund 199-53-6399-423

COST:

\$ 78,432.00

VENDOR:

Sequel Data Systems, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

DIR-TSO-4288

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

District-wide

RATIONALE:

Approval of this support will provide the District with a secure and robust virtual environment for business systems.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations
Ramesh Krishnamurthy, CIO, Division of Technology

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-TSO-4288

Contract Start Date: **02/21/19** ⓘ

Contract Term Date: **02/21/25** ⓘ

Contract Expiration Date: **02/21/25** ⓘ

Vendor Information

[Carahsoft Technology Corporation](#)

Vendor ID: **1522189693700**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-416**

Contract Status: **Active**

VENDOR CONTACT:

[Mikaela Lammers](#) ↗

Phone: (571) 662-4510

[Vendor Website](#) ↗

DIR CONTACT:

[Lesli Gonzalez-Parker](#) ↗

Phone: 512-475-4903

Contract Overview

Carahsoft Technology Corporation offers Software, including Software as a Service, Products and Related Services. Carahsoft offers multiple brands including DocuSign and Salesforce. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. There are numerous resellers listed for this contract whose brand offerings vary, please contact resellers for their current selection of available brands. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/21/2025.

Contract Details & Ordering Information

[Products & Services](#)



Products & Services



11824 Jollyville Rd. Suite 400
Austin, TX 78759

Sequel Data Systems Incorporated

Sales Quote

Today's Date: 07/17/2024

Customer:
Norman Score
Fort Worth ISD
norman.score@fwisd.org

[DIR-CPO-4444](#)

Account Manager:
David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
Cell: 817-939-7406

Item	Part #	Qty.	Description	Unit Price	Ext. Price
1	VCF-VSP-FND-8	688	VMware vSphere Foundation 8 Start Date: 9/30/2024 End Date: 9/29/2025	\$ 114.00	\$ 78,432.00
Total					\$78,432.00

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE SUBSCRIPTION PURCHASE OF NETWORK ELECTRONIC EQUIPMENT

BACKGROUND:

This is a network platform that provides wireless connectivity for students and staff mobile devices for all high school classrooms. Additionally, devices such as interactive flat panels are connected to this wireless platform. The following subscription is for November 11, 2024, to July 31, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Subscription Purchase of Network Electronics Equipment
2. Decline to Approve Subscription Purchase of Network Electronics Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Subscription Purchase of Network Electronics Equipment

FUNDING SOURCE: Additional Details

General Fund 199-53-6399-423

COST:

\$105,679.70

VENDOR(S)/PROVIDER(S):

CDW Government, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
Sourcewell #081419 (081419#CDW)

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

District-Wide

RATIONALE:

Renewal of the network electronics equipment will ensure that classrooms have network connectivity to support instruction.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Information Officer
Kellie Spencer, Deputy Superintendent, District Operations

CDW-G

Technology catalog solutions

#081419-CDW

Maturity Date: 10/30/2024

Website: cdwg.com/sourcewell

Products & Services

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

[Buy Sourcewell](#)



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

B2B USER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXXN487	6/25/2024	FWISD HPE ARUBA RENEWAL 1YR	0926086	\$105,679.70

IMPORTANT - PLEASE READ

Special Instructions: Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba Central Foundation - subscription license (1 year) - 1 access poi	2230	6484561	\$47.39	\$105,679.70

Mfg. Part#: Q9Y58AAE
Term Nov 11 24- July 31 25
Electronic distribution - NO MEDIA
Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)

SUBTOTAL	\$105,679.70
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$105,679.70

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Phone: (817) 814-2120 Shipping Method:
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 | k12northtexas@cdwg.com

Need Help?



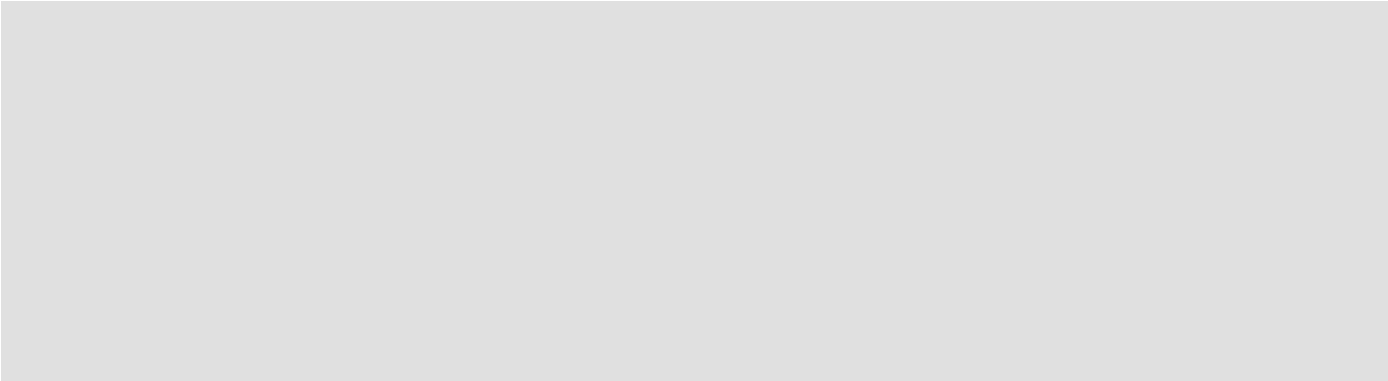
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Support



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**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE TESTING AND REPAIRS TO DISTRICT FACILITY BACKFLOW PREVENTERS

BACKGROUND:

The maintenance department is looking to approve contracted services for conducting annual backflow preventer testing at all District sites. The city of Fort Worth mandates annual testing of all backflow protection assemblies on commercial properties to prevent contamination of drinking water. Backflow preventers are crucial for safeguarding against health hazards. The facilities of the Fort Worth Independent School District (District) are equipped with backflow preventer units to prevent backflow-related contamination of drinking water. As per city water ordinances, annual testing is mandatory. In case of device failure, immediate repairs are necessary, or else the water supply to that facility will be shut down. These services were contracted in fiscal year 2024, and we are seeking approval for fiscal year 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Testing and Repairs to District Facility Backflow Preventers
2. Decline to Approve Testing and Repairs to District Facility Backflow Preventers
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Testing and Repairs to District Facility Backflow Preventers

FUNDING SOURCE: **Additional Details**

General Fund 199-51-6299-451

COST:

Not to Exceed \$260,000

VENDOR(S)/PROVIDER(S):

Mr. Backflow LLC dba 1-A Fire & Domestic Testing/ 1-A Services

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 Operations

RATIONALE:

The city of Fort Worth spends millions of dollars to purify and treat water before it is delivered to the consumer. The city of Fort Worth also expends great effort protecting the water from the possibilities of contamination or pollution while it flows through the distribution system. Water distribution systems are designed for one-way water flow, from the distribution system to the consumer. However, hydraulic conditions within the system may deviate from the “normal” conditions, causing water to flow in the opposite direction in unprotected systems. This is called backflow. As a condition of water service, city ordinances require all customers to install, maintain, and operate their piping and plumbing systems in accordance with the city’s Plumbing Code and its Environmental Protection and Compliance Ordinance No. 12274.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Exhibit A & B

Description	Scope of Work	# of Backflows	Amount
Annual Backflow Preventer Testing required by TCEQ *This will include testing through Sept 30, 2025 Repairs/Replacements of failed backflow preventers after testing (Texas Commission on Environmental Quality) - TCEQ			\$70.00ea
Pricing:			
Backflow Testing		\$70each	includes city fees
Backflow Repairs/Replacements		\$75 per tech/Labor (min. 2 hrs) + Materials (25% m/u) + retesting fee (\$70)+ permit \$200 (if needed) *Equipment, Concrete work, etc. is not included in this pricing but will appear on estimate if needed*	

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE RATIFICATION OF FIRE ALARM AND ELEVATOR MONITORING SERVICES

BACKGROUND:

Fire alarm and elevator monitoring services are integral to the comprehensive safety systems of District buildings. These services ensure the continuous and reliable operation of critical safety equipment and facilitate the prompt detection and resolution of any malfunctions or emergencies. These services also ensure The District complies with all national, state, and local fire code regulations. The request is to authorize the ratification for fire alarm and elevator monitoring services.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Fire Alarm and Elevator Monitoring Services
2. Decline to Approve Ratification of Fire Alarm and Elevator Monitoring Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Fire Alarm and Elevator Monitoring Services

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-451

COST:

Not to Exceed \$116,831.10

VENDOR(S)/PROVIDER(S):

Intrepid Security and Protection

PURCHASING MECHANISM:

Competitive Solicitation

Bid Number: 23-124
Number of Bid/Proposals Received:3
HUB Firms: 0
Compliant Firms: 3

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

Operations
District-Wide

RATIONALE:

These monitoring services form a critical layer of protection, ensuring that both fire and elevator systems operate as intended, safeguarding building occupants and maintaining compliance with safety regulations.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



Intrepid Security & Protection
 P.O. Box 1584
 Prosper, TX 75078 US
 817-346-3463
 Info@IntrepidSecurity.net
 www.IntrepidSecurity.net

Estimate

ADDRESS

Fort Worth Independent School
 District
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116 USA

ESTIMATE # 1014

DATE 06/18/2024

EXPIRATION DATE 10/31/2024

ACTIVITY	QTY	RATE	AMOUNT
RFP 23-124 FIRE ALARM AND ELEVATOR PHONE MONITORING SERVICES July 1, 2024 - June 30, 2025 Fire Alarm and Elevator Phone accounts may increase with the addition of new schools.			
Monitoring:Fire Alarm Monitoring Admin Building	12	29.95	359.40
Monitoring:Fire Alarm Monitoring South Hills High School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Diamond Hill High School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Wedgwood 6th Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring JP Elder Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring JPElder Middle School Annex	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Forest Oak Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring William James Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring William James Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Kirkpatrick Midle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring McLean Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Meacham Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Meadowbrook Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
Stripling Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Wedgwood Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Leonard Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Success High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Forest Oak 6th			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Jean McClung Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Benbrook Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Young Womans Leadership Academy			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Alice Carlson Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Boulevard Heights Alternative School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Burton Hill Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Carroll Peak Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
George C. Clarke Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Como Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Hazel Harvey Peace Elementary			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Rufino Mendoza Elementary			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
DeZavale Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Diamon Hill Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Maude I Logan Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Christene Moss Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Rosemont Middle School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Glen Park Eleventary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Hubbard Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
HV HelbingElementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Kirkpatrick Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
Meadowbrook Elementary			
Monitoring:Fire Alarm Monitoring D McRae Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Mitchell Boulevard Elementary	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Morningside Elementary	12	29.95	359.40
Monitoring:Fire Alarm Monitoring North hi Mount Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Oakhurst Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring AM Pate Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring ML Phillips Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Ridglea Hills Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Sam Rosen Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Sagamore Hill Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Richard Wilson Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring South Hills Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Springdale Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Tanglewood Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring WJ Turner Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Washington Heights Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Worth Heights Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring JT Stevens Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Riverside Applied Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Montessori A Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Montessori Cafe Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Montessori Middle Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Montessori Gym Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Westpark Elementary	12	29.95	359.40
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
TA Sims Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Woodway Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Western Hills Primary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Ceasar Chavez Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Bonnie Brae Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Adult Education			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Wilkerson-Greines			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Carter Riverside High School Gym			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Harriett Griffin PDC-Admin.			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Carter Riverside High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Arlington Heights High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Dunbar High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Dunbar High School Aviation Building			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Eastern Hills High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Northside High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Carter Riverside High School - Cafeteria			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Poly High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Paschal High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Paschal High School Activity Building			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Trimble Tech High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Southwest High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Southwest High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Western Hills High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
OD Wyatt High School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
World Language Institute			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
YMLA High School			
Monitoring:Fire Alarm Monitoring Jo Kelly Alternative School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Handley Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Monnig Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Morningside Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Admin Bldg. (Main)	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Riverside Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Rosemont Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring J Martin Jacquet Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Applied Learning Academy	12	29.95	359.40
Monitoring:Fire Alarm Monitoring McLean 6th Middle School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Benbrook High Shool	12	29.95	359.40
Monitoring:Fire Alarm Monitoring I M Terrell Academy for STEM and VPA	12	29.95	359.40
Monitoring:Fire Alarm Monitoring I M Terrell Academy	12	29.95	359.40
Monitoring:Fire Alarm Monitoring I M Terrell Academy for STEM and VPA Bldg. 3	12	29.95	359.40
Monitoring:Fire Alarm Monitoring International Newcomers Academy	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Young Mens Leadership Academy	12	29.95	359.40
Monitoring:Fire Alarm Monitoring O D Wyatt Athletic Building	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Benbrook Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring West Handley Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Carter Park Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Manual Jara Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Lily B Clayton Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Daggett Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
SS Dillow Elementary School			
Monitoring:Fire Alarm Monitoring Eastern Hills Elmentary	12	29.95	359.40
Monitoring:Fire Alarm Monitoring East Handley Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring John T White Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Harlean Beal Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring WM Green Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Greenbriar Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Van Zandt Guinn Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Rolling Hills Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring MH Moore Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Charles Nash Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Natha Howell Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Oaklawn Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Luella Merritt Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Versia Williams Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Maudrie Walton Elementary	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Bruce Shulkey Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring South Hi Mount Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Sunrise Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Waverly Park Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Westcliff Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Westcreek Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Teaching and Learning Center	12	29.95	359.40
Monitoring:Fire Alarm Monitoring Western Hills Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring David K Sellars Elementary School	12	29.95	359.40
Monitoring:Fire Alarm Monitoring	12	29.95	359.40

ACTIVITY	QTY	RATE	AMOUNT
Atwood McDonald Elementary			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Bill Elliott Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Edward J Briscoe Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Transportation			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Forest Aveue Building			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Lowery Road Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Alice Contreras Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Clifford Davis Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Ellis Building			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Seminary Hills Park Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Delores Huerta Elementary School			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
FS 10			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Courts Building Eastern Hills			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Clark Stadium - Press Box			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Service Center IV			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Family Action Center			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Arlington Heights HS Field House			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Overton Park Elementary			
Monitoring:Fire Alarm Monitoring	12	29.95	359.40
Eastern Hills Field House			
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Applied Learning			
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
George C Clarke Elementary School			
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Daggett Elementary School - Elevator 1			
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Dagget Elementary School - Elevator 2			
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Daggett Middle School - Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Daggett Middle School - Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Daggett Montessori Complex - Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Daggett Montessori Complex - Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Daggett Montessori Complex - Elevator 3 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
DeZavala Elementary School - Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
DeZavala Elementary School - Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.98	479.76
Forest Oak Middle School - Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Forest Oak Middle School - Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Hubbard Heights Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Morningside Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Morningside Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Oaklawn Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Rosemont Middle East Campus Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Rosemont Middle West Campus Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Seminary Hills Park Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Wedgwood Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Richard J Wilson Elementary School - Elevator 1			

ACTIVITY	QTY	RATE	AMOUNT
Monitoring:Elevator/Emergency Phone Monitoring Richard J Wilson Elementary School - Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Worth Heights Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring O D Wyatt High School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Young Women Leadership Academy	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA - Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA - Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA - Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA - Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA - Elevator 3	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring I M Terrell Academy for STEM & VPA	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Meadowbrook Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Meadowbrook Middle School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Sagamore Hill Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring S S Dillow Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring William James Middle School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Maude Logan Elementary School	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Monitoring:Elevator/Emergency Phone Monitoring Polytechnic High School - Main Bldg.	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Polytechnic High School - Science Bldg.	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Young Men Leadership Academy High School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Young Men Leadership Academy Middle School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Dunbar High School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring East Handley Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Eastern Hills Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Eastern Hills High School Bldg. 3	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Eastern Hills High School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Innovation Center Phase II	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Jean McClung Middle School - Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Jean McClung Middle School - Elevator 2	12	39.995	479.94
Monitoring:Elevator/Emergency Phone Monitoring Metro	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Carter Park Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Harlean Beal Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Clark Stadium	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring J Martin Jacquet	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Christene Moss Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Greines Wilkerson Activity Center Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Arlington Heights High School - Bldg. A Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Arlington Heights High School - Bldg. B Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Arlington Heights High School - Bldg. C Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Como Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Como Montessori Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
International Newcomer Academy Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
North Hi Mount Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
W C Stripling Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
University Plaza Administration Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
McLean Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Overton Park Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Tanglewood Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Lilly B Clayton Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Luella Merritt Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Professional Development Center Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Professional Development Center Elevator 2			

ACTIVITY	QTY	RATE	AMOUNT
Monitoring:Elevator/Emergency Phone Monitoring Burton Hill Elementary	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Administration Building Camp Bowie Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Administration Building Camp Bowie Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Monnig Middle School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Western Hills High School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring World Languages Institute	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Benbrook Middle/High School Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Benbrook Middle/High School Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Westpark Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring South Hills High School Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring South Hills High School Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring South Hi Mount Elementary Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring South Hi Mount Elementary Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Westcliff Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Paschal High School Gym	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Paschal High School Cafeteria	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Paschal High School Main Building Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Paschal High School Main Building Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Paschal High School Main Building Elevator 3 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
South Hills Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Charles Nash Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Trimble Tech High School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Van Zandt-Guinn Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Diamond Hill Jarvis High School Elevator 1 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Diamond Hill Jarvis High School Elevator 2 Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
J P Elder Annex Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Delores Huerta Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Milton Kirkpatrick Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Milton Kirkpatrick Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Meachum Middle School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Rufino Mendoza Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
M H Moore Elementary School Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Northside High School Building A Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Northside High School Building C Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40
Northside High School Building D Monitoring:Elevator/Emergency Phone Monitoring	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Monitoring:Elevator/Emergency Phone Monitoring Riverside Middle School Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Riverside Middle School Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Sam Rosan Elementary School Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Sam Rosan Elementary School Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring W J Turner Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Washington Heights Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Carter Riverside High School Main Building Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Carter Riverside High School Main Building Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Carter Riverside High School Building B	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Carter Riverside High School Cafeteria	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Oak Hurst Elementary School Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Oak Hurst Elementary School Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Springdale Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Versia Williams Elementary School	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Boulevard Heights Elevator 1	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring Boulevard Heights Elevator 2	12	39.95	479.40
Monitoring:Elevator/Emergency Phone Monitoring J P Elder Middle School	12	39.95	479.40

ACTIVITY	QTY	RATE	AMOUNT
Monitoring:Elevator/Emergency Phone Monitoring Rolling Hills Elementary School	12	39.95	479.40

SUBTOTAL	116,831.10
TAX	0.00
TOTAL	\$116,831.10

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE RATIFICATION OF EMERGENCY CAST STONE REPAIRS AT
CHARLES E. NASH ELEMENTARY**

BACKGROUND:

The cast stone was coming loose from the building due to years of weather damage, posing a potential safety risk to the students and staff at Charles E. Nash Elementary. Therefore, an emergency affidavit was processed to promptly repair the cast stone. The repair work significantly impacted on the entire building and has now been successfully completed. We are currently seeking approval to ratify the emergency cast stone repairs completed at Charles E. Nash Elementary.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Emergency Cast Stone Repairs at Charles E. Nash Elementary
2. Decline to Approve Ratification of Emergency Cast Stone Repairs at Charles E. Nash Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Emergency Cast Stone Repairs at Charles E. Nash Elementary

FUNDING SOURCE: **Additional Details**

General Fund 199-51-6299-451

COST:

\$66,136.00

VENDOR(S)/PROVIDER(S):

Icon Diversified, 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:

Operations
Charles Nash Elementary School

RATIONALE:

This stonework repair was essential to prevent possible injuries to students and staff. Charles E Nash Elementary is home to approximately 225 students and the building is 97 years old.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



Purchase Order

Fiscal Year 2025

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **82502184 - 00**

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPARTMENT
7060 CAMP BOWIE BOULEVARD
FORT WORTH, TEXAS 76116
PHONE (817) 814-2120 | FAX (817) 814-2125
accountspayables@fwisd.org

PROCUREMENT SERVICES DEPARTMENT
7060 CAMP BOWIE BOULEVARD
FORT WORTH, TEXAS 76116
PHONE (817) 814-2200

V
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ICON DIVERSIFIED LLC
1909 WOODLAND HILLS LANE
WEATHERFORD, TX 76087
Email: julie.ingram@icondiversified.com
Fax: 888-304-4266

148
NASH, CHARLES E. ES
401 SAMUELS
FORT WORTH, TX 76102
Email: JENEVA.VASQUEZ@fwisd.org
Phone: 817-814-9400
Fax: 817-814-9450

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
817-913-2644		888-304-4266		12501249		DANIEL ROBERT 817-815-7428	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
08/16/2024	24889	07/22/2024			MAINTENANCE DEPARTMENT		
PO Buyer Name				PO Buyer Email			
Kelley Lewis				kelley.lewis@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	PROJECT; NASH, CHARLES E. ES Pressure wash existing cast stone to remove existing soiling from cast stone. (Note: Not all soiling due to age will be removed). Pieces of the capstone have detached from the facade of the building. This is to stop further possible masonry from falling and injuring someone.	1.0	EACH	\$66,136.00	\$66,136.00		
Purchase Order Total						\$66,136.00	

- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - By providing goods and/or services based on this Purchase Order, you agree to the Fort Worth Independent School District Purchase Order Terms and Conditions posted on the District website, at the link below. These Purchase Order T&Cs shall supersede and exclude all terms and/or conditions contained in any vendor order form, order acknowledgement form, invoice, scope of work, terms and conditions, terms of use, or other business form submitted with respect to the goods and/or services provided by a vendor. <https://www.fwisd.org/Page/28558>.

By: *Kelley Lewis*
Authorized Signature

The parties hereto agree, when applicable, that they will comply with the Federal Civil Rights Act of 1964, and rules and regulations issued thereunder, as well as the applicable portions of the Elliott-Larsen Civil Rights Act, specifically, pursuant to Executive Order 11246 as amended. Breach of this cove
break of the contract or purchasi

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

**TOPIC: APPROVE 2024-2025 UNIVERSITY INTERSCHOLASTIC LEAGUE
MEMBERSHIP FEES**

BACKGROUND:

Research shows that participation in extracurricular activities has a positive effect on academic performance. Fort Worth ISD students benefit from participation in educational extracurricular academic, athletic, and music contests. The governing body that provides leadership and guidance for Texas public school extracurricular contests has an annual membership fee. The enrollment classification of the participating high school determines the amount of the membership fee. High school fees cover the membership fee for the District's middle schools and elementary schools.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2024-2025 University Interscholastic League Membership Fees
2. Decline to Approve 2024-2025 University Interscholastic League Membership Fees
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2024-2025 University Interscholastic League Membership Fees

FUNDING SOURCE: *Additional Details*

General Fund	199-36-6495-344	\$14,600
	199-36-6495-260	\$49,000

COST:

\$63,600

VENDOR(S)/PROVIDER(S):

University Interscholastic League

PURCHASING MECHANISM:

Sole Source

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

Amon Carter-Riverside High School
Arlington Heights High School
Benbrook Middle-High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
Marine Creek Collegiate High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Texas Academy of Biomedical Sciences
I.M. Terrell Academy for STEM and VPA
TCC South Collegiate High School
Trimble Technical High School
Western Hills High School
O.D. Wyatt High School
World Languages Institute
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

Membership fee is required for Fort Worth ISD students to participate in state-sponsored extracurricular activities and contests.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



DATE: July 2024
TO: Superintendent, Fort Worth ISD
FROM: Charles Breithaupt, Executive Director
SUBJECT: 2024-2025 Membership Application and Fees

Enclosed is the renewal for your schools' membership in the University Interscholastic League (UIL) for the 2024-2025 school year. Please sign and return the application with your payment to the UIL office at the above address no later than October 1, 2024.

Please verify and/or update all the information requested on the application for EACH high school you are enrolling. One fee for each high school automatically covers membership fees for all elementary and junior high schools in your district. Elementary and junior high schools should not be listed on the application. Each high school paying a membership fee will receive one hard copy of the *Constitution and Contest Rules*, acceptance forms to participate in all UIL activities and general mailings will be sent electronically.

The fees for 2024-2025 are as follows:

Conference 1A: \$2,500	Conference 4A: \$2,950
Conference 2A: \$2,600	Conference 5A: \$3,250
Conference 3A: \$2,800	Conference 6A: \$3,350

ISDs and open enrollment charter schools without a high school: \$1,800

We ask that you send one check to cover all schools in your district. If you would like to pay by wire, please contact finance@uiltexas.org. Please note that the deadline for paying 2024-2025 membership fees is October 1, 2024.

NOTE: ANY APPLICATION RECEIVED WITHOUT THE SIGNATURE OF THE SUPERINTENDENT WILL BE RETURNED.

University Interscholastic League
2024-2025 MEMBERSHIP APPLICATION

FORT WORTH ISD

Due in the UIL office by October 1, 2024. Make check payable to: University of Texas at Austin, UIL.
Mail form and check to: The University of Texas at Austin - UIL, 1701 Manor Rd, Austin, TX 78722-2538.

Section 11: ADMISSION TO MEMBERSHIP

A school seeking membership in the UIL shall submit its application to the Executive Director. If the application (a) demonstrates that the school district or open enrollment charter school is eligible for membership, (b) states that the school board and superintendent comply and will comply with applicable state law, Texas Education Agency regulations and the terms of participation in UIL contests as set out in the *Constitution and Contest Rules*, (c) is signed by the superintendent, and (d) is accompanied by payment of the annual membership fee, the Executive Director shall enroll the school as a member of the UIL.

Section 10: QUALIFICATIONS FOR MEMBERSHIP

A public school district or open enrollment charter school in Texas that is subject to accreditation by the Texas Education Agency, or a private school subject to accreditation by the Texas Private School Accreditation Commission, may become a member of the UIL in accordance with the following:

- (a) ALL HIGH SCHOOLS. A high school must fit the definition of "High School" in Section 5 in order to be eligible to participate in UIL competition.
- (b) PUBLIC SCHOOL DISTRICTS AND OPEN ENROLLMENT CHARTER SCHOOLS. Unless its right to participate has been suspended or revoked by the UIL, an open enrollment charter school, and a public high school, junior high school or elementary school of a school district that is a member of the UIL and for which the district has paid the annual participation fee, is eligible to participate in UIL competition.
- (c) PRIVATE SCHOOLS. Unless its right to participate has been suspended or revoked for violating rules or codes by another league similar to the UIL, a Texas non-public school may apply for UIL membership in the largest conference (currently 6A) provided the school meets all of the following conditions:
 - (1) School is accredited by the Texas Private School Accreditation Commission.
 - (2) School does not qualify for membership in any other organization similar to the UIL.

Section 12: MEMBERSHIP DUES

- (a) ANNUAL MEMBERSHIP DUES. A member school shall pay annual membership dues in an amount determined by the Legislative Council.

UIL Participation Fee Structure	
No High School.....	\$1,800
Conference A.....	\$2,500
Conference AA.....	\$2,600
Conference AAA.....	\$2,800
Conference AAAA.....	\$2,950
Conference AAAAA.....	\$3,250
Conference AAAAAA.....	\$3,350

One fee for each high school automatically covers participation fees for all junior high and elementary schools competing in elementary/junior competition. Junior high schools with 9th grades that compete at the high school varsity level must pay the same fee as their 10th thru 12th grade high school. Independent school districts or open enrollment charter schools without high schools pay \$1,800.00. The fee for each one or two-year (*grade 9 or grades 9 and 10*) high school is determined by its conference assignment. A magnet or special school for the academically gifted is assigned to a conference for competition in academics, drama and music activities based on the enrollment of the largest participant school in the ISD.

I HEREBY CERTIFY that I have read and have determined that the following schools meet the requirements for participation and that the independent school district or open enrollment charter school meets the qualifications and requirements for membership. I further certify that the school board and superintendent accept and will comply with applicable state law, Texas Education Agency regulations, and the terms of participation in League contests as set out in the Constitution and Contest Rules.

X

Superintendent's Signature (Angelica Ramsey)

PLEASE CORRECT/UPDATE ALL INFORMATION BELOW. ADDITIONAL PAGE(S) MAY BE ATTACHED IF NECESSARY

FORT WORTH ISD, 100 N UNIVERSITY DR, FORT WORTH, TX 76107-1360

TOTAL AMT DUE:

PHONE: 817-814-1900

FAX: 817-814-1905

EMAIL: superintendent@fwisd.org

\$63,600.00

Total amount due cannot be changed without prior approval from the UIL

ARLINGTON HEIGHTS HIGH SCHOOL, 4501 W FREEWAY, FORT WORTH, TX 76107-5499 PHONE: 817-815-1000 FAX: 817-815-1050 EMAIL: sarah.weeks@fwisd.org Grades: 9_12	SARAH WEEKS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
CARTER-RIVERSIDE HIGH SCHOOL, 3301 YUCCA AVE, FORT WORTH, TX 76111-4898 PHONE: 817-814-9000 FAX: 817-814-9050 EMAIL: gregory.ruthart@fwisd.org Grades: 9_12	GREG RUTHART, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DIAMOND HILL-JARVIS HIGH SCHOOL, 1411 MAYDELL ST, FORT WORTH, TX 76106-4596 PHONE: 817-815-0000 FAX: 817-815-0050 EMAIL: james.garcia1@fwisd.org Grades: 9_12	JAMES GARCIA, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
DUNBAR HIGH SCHOOL, 5700 RAMEY AVE, FORT WORTH, TX 76112-7999 PHONE: 817-815-3000 FAX: 817-815-3050 EMAIL: Oscar.Adams@fwisd.org Grades: 9_12	OSCAR ADAMS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
EASTERN HILLS HIGH SCHOOL, 5701 SHELTON ST, FORT WORTH, TX 76112-3999 PHONE: 817-815-4000 FAX: 817-815-4050 EMAIL: katrina.smith@fwisd.org Grades: 9_12	KATRINA SMITH, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH BENBROOK MIDDLE-HS, 201 OVERCREST DRIVE, BENBROOK, TX 76126- PHONE: 817-815-7100 FAX: 817-815-7150 EMAIL: richard.penland@fwisd.org Grades: 9_	RICHARD PENLAND, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
FORT WORTH TERRELL ACADEMY FOR STEM & VPA, 1900 IM TERRELL WAY, FORT WORTH, TX 76102-BALDWIN BROWN, PRINCIPAL PHONE: 817-815-2100 FAX: 817-815-2150 EMAIL: baldwin.brown@fwisd.org Grades: 9_12	CONFERENCE: 4A FEE AMOUNT: \$2950.00
MARINE CREEK COLLEGIATE HS, 4801 MARINE CREEK PARKWAY, FORT WORTH, TX 76179- PHONE: 817-515-7784 FAX: 817-515-7094 EMAIL: tom.fraire@fwisd.org Grades: 9_12	THOMAS FRAIRE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
NORTH SIDE HIGH SCHOOL, 2211 MCKINLEY AVE, FORT WORTH, TX 76164-7798 PHONE: 817-814-4000 FAX: 817-814-4050 EMAIL: antonio.martinez@fwisd.org Grades: 9_12	ANTONIO MARTINEZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
PASCHAL HIGH SCHOOL, 3001 FOREST PARK BLVD, FORT WORTH, TX 76110-2895 PHONE: 817-814-5000 FAX: 817-814-5050 EMAIL: troy.langston@fwisd.org Grades: 9_12	TROY LANGSTON, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
POLYTECHNIC HIGH SCHOOL, 1300 CONNER AVE, FORT WORTH, TX 76105-1493 PHONE: 817-814-0000 FAX: 817-814-0050 EMAIL: nick.torrez@fwisd.org Grades: 9_12	NICK TORREZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTH HILLS HIGH SCHOOL, 6101 MCCART AVE, FORT WORTH, TX 76133-3317 PHONE: 817-814-7000 FAX: 817-814-7050 EMAIL: rodrigo.durbin@fwisd.org Grades: 9_12	RODRIGO DURBIN, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
SOUTHWEST HIGH SCHOOL, 4100 ALTAMESA BLVD, FORT WORTH, TX 76133-5499 PHONE: 817-814-8000 FAX: 817-814-8050 EMAIL: john.engel@fwisd.org Grades: 9_12	JOHN ENGEL, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TCC SOUTH COLLEGIATE HS, 5301 CAMPUS DRIVE, FORT WORTH, TX 76119- PHONE: 817-515-4220 FAX: 817-515-4208 EMAIL: lisa.castillo@fwisd.org Grades: 9_12	LISA CASTILLO, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TEXAS ACADEMY OF BIOMEDICAL SCIENCE, 2100 CLOVER LANE, FORT WORTH, TX 76107-3416 PHONE: 817-815-1660 FAX: 817-815-1699 EMAIL: jack.henson@fwisd.org Grades: 9_	JACK HENSON, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
TRIMBLE TECHNICAL HIGH SCHOOL, 1003 W CANNON ST, FORT WORTH, TX 76104-3086 PHONE: 817-815-2500 FAX: 817-815-2550 EMAIL: Eudoxio.Ramos@fwisd.org Grades: 9_12	E. OMAR RAMOS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
WESTERN HILLS HIGH SCHOOL, 3600 BOSTON AVE, FORT WORTH, TX 76116-6999 PHONE: 817-815-6000 FAX: 817-815-6050 EMAIL: Keri.Flores@fwisd.org Grades: 9_12	KERI FLORES, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00
WORLD LANGUAGES INSTITUTE, 4921 BENBROOK HWY, FORT WORTH, TX 76116- PHONE: 817-815-2200 FAX: 817-815-2250 EMAIL: guadalupe.barreto@fwisd.org Grades: 9_	GUADALUPE BARRETO, PRINCIPAL CONFERENCE: 3A FEE AMOUNT: \$2800.00

WYATT HIGH SCHOOL, 2400 E SEMINARY DR, FORT WORTH, TX 76119-5598 PHONE: 817-815-8000 FAX: 817-815-8050 EMAIL: howard.robinson@fwisd.org Grades: 9 - 12	HOWARD ROBINSON, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
YOUNG MEN'S LEADERSHIP ACADEMY, 5100 WILLIE, FORT WORTH, TX 76105- PHONE: 817-815-3400 FAX: 817-815-3450 EMAIL: rodney.white@fwisd.org Grades: 9 -	RODNEY WHITE, PRINCIPAL CONFERENCE: 3A FEE AMOUNT: \$2800.00
YOUNG WOMEN'S LEADERSHIP ACADEMY, 401 EAST 8TH STREET, FORT WORTH, TX 76104- PHONE: 817-815-2400 FAX: 817-815-2450 EMAIL: Tamara.Albury@fwisd.org Grades: 6 - 12	TAMARA ALBURY, PRINCIPAL CONFERENCE: 3A FEE AMOUNT: \$2800.00

ACTION AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE RATIFICATION FOR INSTALLATION OF PLAY CLOCK TIMERS
AT HERMAN CLARK STADIUM AND FARRINGTON FIELD

BACKGROUND:

The proposal to install video boards and establish marketing contracts for central athletic sites was approved in May 2023. However, it was discovered that the existing play clocks were not compatible with the newly installed video boards. New play clocks and data cable installation is required to ensure that the competition site is equipped with the necessary timing equipment for varsity football games. Play clocks are vital timing devices during football games, displaying regulated time intervals between plays.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for Installation of Play Clock Timers at Herman Clark Stadium and Farrington Field
2. Decline to Approve Ratification for Installation of Play Clock Timers at Herman Clark Stadium and Farrington Field
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification for Installation of Play Clock Timers at Herman Clark Stadium and Farrington Field

FUNDING SOURCE: **Additional Details**

General Fund 199-36-6299-260

COST:

\$3,000,000 (*Approved on May 23, 2023*)
\$38,000 (*Additional Requested*)
\$3,038,000 (*Grand Total*)

VENDOR(S)/PROVIDER(S):

Digital Scoreboard/ Score Vision

PURCHASING MECHANISM:

Cooperative Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Cooperative Agreement. Pricing obtained through TIPS, Contract 22090101. Supporting documentation is attached. The recommended vendor is listed above.

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

Athletics Department
Herman Clark Stadium
Farrington Field

RATIONALE:

To equip central site stadiums with the required timing systems for varsity football games.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



DIGITAL SCOREBOARDS

Digital Scoreboards, LLC
219 S. Main St.
Columbia, IL 62236
888-738-4230 ext. 2
chris@digitalscoreboards.net

INITIATION DATE: 08/01/2024
Proposed Change Order #: 001

CUSTOMER INFORMATION:

Jimmy Calderon
1501 N. University Dr.
Fort Worth, TX 76107

PROJECT NAME:

Fort Worth ISD- Herman Clark

CHANGE ORDER APPROVED BY:

APPROVAL DATE:

PROPOSED CHANGE ORDER DETAILS: Request to add Fiber for DOG Clocks.

- Fiber will be run from the girl's bathroom panel to pull box to speaker pole. Fiber from speaker pole will be trenched and run in 1" schedule 40 conduit to DOG clock base and then will be ran up pole to media panel.
- The new segment of fiber will be run from the scoreboard through existing conduit and terminated in media panel on back of DOG clock.
- Fiber will be tested from press box to scoreboard junction and then from junction to DOG clock.
- The DOG clock with trenching will be tested back to the girl's bathroom access panel and then two strands.
- Material Breakdown below.

CHANGE ORDER PRICE:

- \$ 17,000.00

Customer Signature: _____ Date: _____

Digital Scoreboards Signature: Adam Lowney Date: 8/1/2024

- Change order not valid until signed by the customer and Digital Scoreboards



DIGITAL SCOREBOARDS

1,500	Non Stock Item	OM3 Indoor/Outdoor ALL-DIELECTRIC 6 strand fiber	EA	\$0.00
28	5 M Fiber Jumper	SCH 40 1" 10" PVC Conduit	EA	\$0.00
20		1" PVC Coupling	EA	\$0.00
2		1" PVC Male Adapter	EA	\$0.00
1		1" SCH40 90D PVC Elbow	EA	\$0.00
1		Trencher Rental	EA	\$0.00
1		PVC Cement and Primer Purple Pack	EA	\$0.00
1		Misc Supplies (velcro, mule tape, etc)	EA	\$0.00
24	95-050-99-X	Coming LC Unicam Connector 50 micron OM3/OM4	EA	\$0.00
1		Misc. Supplies (velcro, liquied tight, LT connectors, etc)	EA	\$0.00
		Misc. Supplies (velcro,tap con screws, lable tape)		
2	CCH-CP06-E4	Closet Connector Housing (CCH) 6 Fiber, OM3/4	EA	\$0.00
2	SPH-01P	Coming Wall Mount Fiber Box 1 CCH Panel (for inside media box on DOG Clock	EA	\$0.00
2	852-LL2-003	Fiber LC/LC OM3 Duplex Jumper 1 Meter	EA	\$0.00
68.00		Tech Labor	EA	\$0.00
4.00		Trip Charge	EA	\$0.00

Herman Clark Stadium





DIGITAL SCOREBOARDS

Digital Scoreboards, LLC
219 S. Main St.
Columbia, IL 62236
888-738-4230 ext. 2
chris@digitalscoreboards.net

INITIATION DATE: 08/01/2024
Proposed Change Order #: 001

CUSTOMER INFORMATION:

Jimmy Calderon
1501 N. University Dr.
Fort Worth, TX 76107

PROJECT NAME:

Fort Worth ISD- Farrington Field

CHANGE ORDER APPROVED BY:

APPROVAL DATE:

PROPOSED CHANGE ORDER DETAILS: Request to add Fiber for DOG Clocks.

- Provide 850' fiber, installation and testing of fiber for new DOG Clocks.
- Concrete cutting and refinishing.
- Material Breakdown below.

CHANGE ORDER PRICE:

- \$ 21,000.00

Customer Signature: _____ Date: _____

Digital Scoreboards Signature: Adam Lowney Date: 8/1/2024

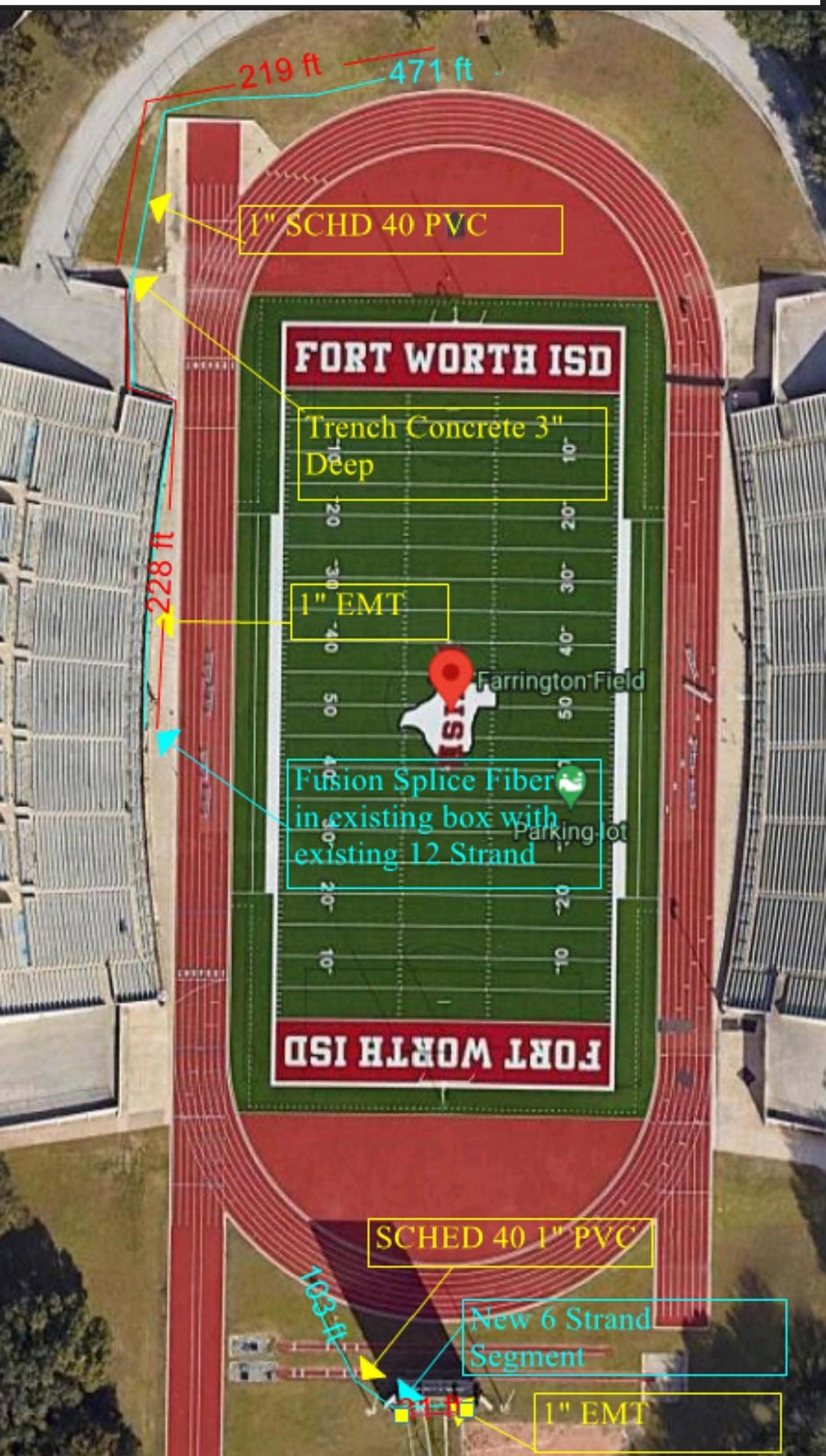
- Change order not valid until signed by the customer and Digital Scoreboards



DIGITAL SCOREBOARDS

FOR THE MONTH OF 04/2021

Quantity	Part Number	Description	UOM	Discount
850	Non Stock Item	OM3 Indoor/Outdoor ALL-DIELECTRIC 6 strand fiber	EA	\$0.00
33		SCH 40 1" 10''' PVC Conduit	EA	\$0.00
	5 M Fiber Jumper			
33		1" PVC Coupling	EA	\$0.00
4		1" PVC Male Adapter	EA	\$0.00
4		1" SCH40 90D PVC Elbow	EA	\$0.00
1		Trencher Rental	EA	\$0.00
1		PVC Cement and Primer Purple Pack	EA	\$0.00
1		Misc Supplies (velcro, mule tape, etc)	EA	\$0.00
24	95-050-99-X	Coming LC Unicam Connector 50 micron OM3/OM4	EA	\$0.00
1		Misc. Supplies (velcro,liquied tight, LT connectors, etc)	EA	\$0.00
	Misc. Supplies (velcro,tap con screws, lable tape)			
2	CCH-CP06-E4	Closet Connector Housing (CCH) 6 Fiber, OM3/4	EA	\$0.00
2	SPH-01P	Coming Wall Mount Fiber Box 1 CCH Panel (for inside media box on DOG Clock	EA	\$0.00
2	852-LL2-003	Fiber LC/LC OM3 Duplex Jumper 1 Meter	EA	\$0.00
6		ELE-1 INCH CONNECTOR Concrete Tight	EA	\$0.00
27		ELE-1 INCH COUPLER	EA	\$0.00
42		ELE-1 INCH 1 HOLE STRAP	EA	\$0.00
27		ELE-10FT STICK-1 INCH	EA	\$0.00
6		4 SQUARE BOX	EA	\$0.00
6		ELE-4 SQUARE BLANK PLATE	EA	\$0.00
80.00		Tech Labor	EA	\$0.00
4.00		Trip Charge	EA	\$0.00
1	Non Stock Item	Concrete cutting and concrete finish out	EA	\$0.00



CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE SUBSCRIPTION SERVICES AGREEMENT FOR ATHLETIC COACHES AND STUDENT-ATHLETES PERFORMANCE TECHNOLOGY

BACKGROUND:

The subscription technology platform provides tools for coaches and athletes to review game footage and improve team play. The platform is also used for video sharing. Specifically, varsity football programs are required to video their contests and share the video with District member schools for the purpose of scouting opponents prior to playing in a scheduled contest. Video sharing is the only accepted method for game footage exchange by the University Interscholastic League (UIL) member schools. To provide equity, the subscription will include girls' and boys' basketball; girls' and boys' soccer; and girls' volleyball, at all high schools participating in these UIL-sponsored sports.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology
2. Decline to Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology

FUNDING SOURCE: **Additional Details**

General Fund 199-36-6399-260

COST:

\$143,600

VENDOR(S)/PROVIDER(S):

Agile Sports Technologies, Inc. dba Hudl

PURCHASING MECHANISM:

Cooperative Agreement
CTPA RFP 22-100

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing obtained through Round Rock ISD, CTPA RFP 22-100. The recommended vendor is listed above.

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

Arlington Heights High School
Benbrook High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Technical High School
Western Hills High School
Young Men’s Leadership Academy
Young Women’s Leadership Academy

RATIONALE:

The online and mobile platform provides coaches and student-athletes with the tools to increase learning and improve game performance. The platform allows teams to host, share and review video, and gives athletes-athletes the ability to create their own highlights and to share them with college recruiters.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



FWISD

Remit Payment to: All other mail:

Hudl
29775 Network Place
Chicago, IL 60673-1775 USA
P: 402-817-0060
F: 866-851-7148

Hudl
600 P Street Ste. 400
Lincoln, NE 68508
P: 402-817-0060
F: 866-851-7148

Created Date: 8/13/2024

To: **FWISD**
 Fort Worth, Texas

School	Product	Quantity	Unit Price	Row Total
Arlington Heights High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Benbrook High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Carter-Riverside High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Diamond Hill-Jarvis High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Dunbar High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Polytechnic High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Eastern Hills High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
North Side High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Paschal High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
South Hills High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Southwest High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Trimble Tech High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Western Hills High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Wyatt High School	Hudl AD Package	1	\$9,400.00	\$9,400.00
Young Men's Leadership Academy	Hudl AD Package	1	\$6,000.00	\$6,000.00
Youn Women's Leadership Academy	Hudl AD Package	1	\$6,000.00	\$6,000.00
Shipping & Handling			\$0.00	\$0
Total				\$143,600.00

Notes

Dominante.
 151 N 8th St, Suite 250 | Lincoln, NE | 68508
 P: 402-817-0060 | F: 866-851-7148 | billing@hudl.com

**CONSENT AGENDA ITEM
BOARD MEETING
September 24, 2024**

TOPIC: APPROVE THE CLOSEOUT OF THE CONTRACT WITH STEELE & FREEMAN / POST L JV AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On July 16, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Steele & Freeman/Post L JV, for pre-construction services for addition and renovations at South Hills High School. On August 13, 2019, the BOE approved the authorization to negotiate and enter a contract with a Construction Manager at Risk, Steele & Freeman/Post L JV, for a GMP for construction services in an amount not to exceed \$42,609,042.00 at South Hills High School. On May 23, 2023, the BOE approved Change Order No. 1 in an amount not to exceed \$510,000.00 for Betterment projects that included new special needs classrooms, convert existing space for a new GO Center, repair/replace existing paving once portables are removed, expand the CTE welding lab, and miscellaneous upgrades to existing restrooms throughout the building.

Original Contract Price:	\$42,609,042.00	Original Substantial Completion Date:	July 15, 2022
Change Order No. 1	\$510,000.00	Increase of 412 days	August 31, 2023
Final Change Order No. 2:	(\$1,375,531.48)	Increase of 95 days	
Final Contract Amount:	\$41,743,510.52	Final Substantial Completion Date:	December 4, 2023
Previously Paid:	(\$39,675,619.96)		
Final Payment Due	\$2,067,890.56		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Closeout of the Contract with Steele & Freeman / Post L JV and Authorize Final Payment in conjunction with the 2017 Capital Improvement Program
2. Decline to Approve the Closeout of the Contract with Steele & Freeman / Post L JV and Authorize Final Payment in conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Closeout of the Contract with Steele & Freeman / Post L JV and Authorize Final Payment in conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017 671-00-2116-000

COST:

\$2,067,890.56

VENDOR(S)/PROVIDER(S):

Steele & Freeman / Post L JV

PURCHASING MECHANISM:

Not a Purchase

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

Capital Improvement Department
South Hills High School

RATIONALE:

Steele & Freeman / Post L JV has completed all work for the renovations as required per the terms of their Contract for the construction of South Hills High School. Kline Hardin 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 Job Cost Accounting & Compliance Manager.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

Change Order

PROJECT: *(Name and address)*
 South Hills HS Addition Renovation
 6101 McCart Ave., Fort Worth, TX 76133
 Prj. No. 001003

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: April 10, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date:

OWNER: *(Name and address)*
 Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

ARCHITECT: *(Name and address)*
 JHA Enterprises Inc. (dba - Kline Hardin)
 701 Canyon Drive, Ste. 110
 Coppell, Texas 75019

CONTRACTOR: *(Name and address)*
 Steele & Freeman/Post L JV.
 1301 Lawson Road
 Fort Worth, TX 76131

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.)

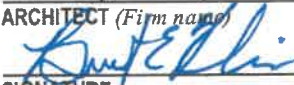
To reconcile the final cost of work for the above referenced project. Unused funds as detailed in attached exhibit A will be returned to FWISD.


The original Guaranteed Maximum Price was	\$ 42,609,042.00
The net change by previously authorized Change Orders	\$ 510,000.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 43,119,042.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 1,375,531.48
The new Guaranteed Maximum Price including this Change Order will be	\$ 41,743,510.52

The Contract Time will be increased by ninety-five (95) days.
 The new date of Substantial Completion will be December 4, 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.

JHA Enterprises Inc. (dba - Kline Hardin)
ARCHITECT *(Firm name)*

 SIGNATURE
 Brent Kline, Principal
 PRINTED NAME AND TITLE
 7/10/24
 DATE

Steele & Freeman/Post L JV.
CONTRACTOR *(Firm name)*

 SIGNATURE
 Michael Freeman, President
 PRINTED NAME AND TITLE
 7/10/24
 DATE

Fort Worth ISD
OWNER *(Firm name)*

 SIGNATURE
 Angelica Ramsey, Superintendent
 PRINTED NAME AND TITLE

 DATE

**FINAL CHANGE ORDER
EXHIBIT A**

South Hills

Final Subcontractor Cost	\$	35,435,428.64
Final General Conditions (Excluding GL, BR, Bond, Fee)	\$	1,757,030.00
Final General Requirements	\$	2,643,568.50
Subtotal (Cost of Work)	\$	39,836,027.14
Builders Risk (invoice supported)	\$	110,120.00
PP Bond (.78%)	\$	315,204.80
General Liability (.37%)	\$	149,520.23
Subtotal (with Bonds & Insurances)	\$	40,410,872.17
CMAR Fee 3.25%	\$	1,313,353.35
Custodial OT	\$	19,285.00
FINAL COST	\$	41,743,510.52
GMP	\$	43,119,042.00
Final Cost	\$	41,743,510.52
Final Change Order	\$	(1,375,531.48)

ACTION AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPOINT SCHOOL HEALTH ADVISORY COUNCIL MEMBERS

BACKGROUND:

In accordance with Texas Education Code (Sec. 28.004) the board of trustees shall appoint at least five members to the local school health advisory council (SHAC). In FWISD, board appointed members will serve a 2-year term. A majority of the members must be persons who are parents of students enrolled in the district and who are not employed by the district. One of those members shall serve as chair or co-chair of the council. The board of trustees may also appoint one or more persons from each of the following groups: classroom teachers employed by the district, school counselors, school administrators, district students, health care professionals, business community members, law enforcement, senior citizens, the clergy, nonprofit health organizations, and local domestic violence programs. Another critical goal of the SHAC is to have parent representation from all regions across the district and health expertise within the membership in order to meet the responsibilities of the SHAC as outlined in Texas Education Code. The duties and responsibilities of the SHAC include making recommendations on:

- Number of hours of instruction in health education
- Policies, Procedures, Strategies, and Curriculum to prevent physical health concerns that include obesity, cardiovascular disease, Type 2 diabetes, and mental health issues through the coordination of:
 - Health Education
 - Physical Education and Physical Activity
 - Nutrition services
 - Parental involvement
 - Instruction on substance abuse prevention
 - School Health Services
 - Comprehensive school counseling
 - Safe and healthy school environments
 - School employee wellness

- Appropriate grade levels and methods of instruction for human sexuality, opioid addiction and abuse, child abuse, family violence, dating violence, and sex trafficking
- Strategies for integrating and coordinating health throughout the district

In addition to the Texas Education Code SHAC appointment rules, trustees should also appoint SHAC members in accordance with the FWISD SHAC bylaws:

Article III: Membership

Section One: Membership Criteria. Membership of the SHAC will reflect the geographic, ethnic, gender, disability, economic diversity, and diverse populations of the district. Every effort will be made to ensure that the SHAC reflects all geographic areas of Fort Worth Independent School District (FWISD). The membership composition of the SHAC shall comply with the following:

- a. The majority of the SHAC shall consist of parents, as defined in TEC. The SHAC will attempt to obtain representation from each of the service networks. SHAC members shall be selected on recommendations by other council members, board trustees, community members or school personnel.
- b. The membership of the SHAC may also include other residents of the district such as: teachers, administrators, counselors, students, health care professionals, business community, law enforcement, senior citizens, clergy, nonprofit health organizations, and local domestic violence programs.
- c. If desired, the Board of Trustees can vote to appoint a Board member to serve on the SHAC as a non-voting member but will not serve as the voice of the SHAC to the Board or as the voice of the Board to the SHAC.

Section Three: ... “Nominations for SHAC will open every 2 years (even year) and will be reviewed and appointed by the Board of Trustees based on the FWISD SHAC Bylaws and the Texas Education Code SHAC membership requirements.”

Nominations for SHAC were open and publicized through FWISD strategic communications from May 15 – June 30, 2024 resulting in 16 nominations. While not everyone may be eligible to serve on the School Health Advisory Council, it should be noted that in accordance with the Texas Education Code, all SHAC meetings are open to all, advertised in congruence with the TEC, and are recorded and posted on the Health and Physical Education website.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve [Appoint School Health Advisory Council Members]
2. Decline to Approve [Appoint School Health Advisory Council Members]
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Appoint [Appoint School Health Advisory Council Members]

FUNDING SOURCE: **Additional Details**

No Cost

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Health and Physical Education/School Health Advisory Council

RATIONALE:

Currently there are 13 FWISD SHAC members. Nine members are parents who have at least one child attending school in FWISD. The other members make-up consists of 1 community member and 3 staff members. By law, SHAC membership should consist mostly of parents not employed by the school district. Not all of the regions in FWISD are represented in the current SHAC membership. The work of the SHAC has the potential to improve the health of our community and members are vital to meeting those duties and responsibilities listed in the Texas Education Code Section 28.004.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent, Learning and Leading

ACTION AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE PURCHASE FOR PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL MATERIALS SUPPORTING DISCIPLINARY INSTRUCTION IN LITERACY

BACKGROUND:

Renaissance Learning/myON is a personalized digital library that provides all PK-5 students flexibility in accessing more than 7,000 titles – concurrent access with unlimited copies 24/7
Online and offline.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase for Professional Development and Instructional Materials Supporting Disciplinary Instruction in Literacy
2. Decline to Approve Purchase for Professional Development and Instructional Materials Supporting Disciplinary Instruction in Literacy
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase for Professional Development and Instructional Materials Supporting Disciplinary Instruction in Literacy

FUNDING SOURCE:

General Fund

Additional Details

199-11-6399-160

199-13-6299-160 (6 hours PD)

COST:

\$1,107,295.13

VENDOR(S)/PROVIDER(S):

Renaissance Learning/myON

PURCHASING MECHANISM:

Competitive Solicitation
RFP 23-088

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

All PK-5 students at all elementary campuses:

101	ALICE CARLSON ALC		153	A M PATE
103	BENBROOK		154	MARY LOUISE PHILLIPS
105	WEST HARDLEY		156	RIDGLES HILLS
107	BURTON HILL		157	LUELLIA MERRELL
110	CARROLL PEAK		159	VERSIA L WILLIAMS
111	CARTER PARK		160	MAUDINE M WILTON
114	MANUEL JARA		161	SAM ROSEN
115	GEORGE C. CLARKE		162	SAGAMORE HILL
116	LILY B. CLAYTON		163	SHULKEY BRUCE
117	COMO LEADSHIP ACADEMY		165	RICHARD J WILSON
118	HAZEL HARVEY PEACE		166	SOUTH HII MOUNT
119	E. M. DAGGETT		167	SOUTH HILLS
120	RUFINO MENDOZA		168	SPRINGDALE
121	DE ZAVALA		169	SUNRISE-MCMILLAN
122	DIAMOND ILL		171	TANGLEWOOD
123	S S DILLOW		172	W J TURNER
124	MAUDE LOGAN LEADSHIP ACADEMY		175	WASHINGTON HEIGHTS
125	EASTERN HILLS		176	WAVERLY PARK
126	EAST HANDLEY		177	WESTCLIFF
127	CHRISTENA C MOSS		178	WESTCREEK
129	JOHN T WHITE LEADERSHIP ACADEMY		180	WESTERN HILLS
130	HARLEAN BEAL		184	WORTH HEIGHTS
132	GLEN PARK		186	DAVID K SELLERS
133	W M GREEN		187	J T STEVENS
134	GREENBRIAR		189	ATWOOD MCDONALD
135	VAN ZANDT-GUINN		190	RIVERSIDE ALC
137	HUBBARD HEIGHTS		194	DAGGETT MONTESSORI
138	H V HELBRING		206	BILL J ELLIOTT
139	MILTON L KIRKPATRICK		207	WESTPARK
141	MEADOWBROOK		208	T A SIMS
143	D MCRAE		209	EDWARD J. BRISCOE
144	MITCHELL BOULEVARD LIADSHIP ACADEMY		216	WOOD
146	M H MOORE		219	LOWARY ROAD
147	MORNINGSIDE		220	ALICE D CONTRERAS

148	CHARLES E NASH		222	CLIFFORD DAVIS
149	NORTH HI MOUNT		223	CESAR CHAVEZ
150	OAKHURST		225	BONNIE BRAE
151	NATHA HOWELL		226	SEMINARY HILLS PARK
152	OAKLAWN		227	DOLORES HUERTA
			229	OVERTON PARK

RATIONALE:

The use of Renaissance Learning/myON (Reader, News, and Project) allows Fort Worth ISD to monitor independent reading for comprehension, set and track personalized learning goals, increase volume of reading deepen knowledge through access to additional text in multiple languages, and create cross-curricular reading opportunities in math, social studies, and science that are aligned to the Texas TEKS Standards.

INFORMATION SOURCE:

Mr. Mohammed Choudhury, Deputy Superintendent of Learning and Leading

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Exhibit B

RFP 23-088

Fort Worth Independent School District - 227565
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116-7119
 Contact: Mary Jane Bowman - (817) 871-2000
 Email: maryjane.bowman@fwisd.org


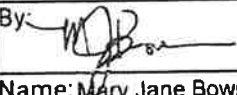
Reference ID: 729252

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	\$26,250.00
Applied Discounts	\$(26,250.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$0.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date you specify below or (b) the day before your Subscription Period starts (Invoice Date) the Invoice Date

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Fort Worth Independent School District - 227565
	By: 
Name: Ted Wolf	Name: Mary Jane Bowman
Title: VP - Corporate Controller	Title: Executive Director of Humanities and Academic Support
Date: 6/25/2024	Date: June 26, 2024
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Gina Stanley at (972)793-8610, Thank You.

Renaissance[®] Quote

Renaissance Learning, Inc. | PO Box 8036, Wisconsin Rapids WI 54495-8036 | www.renaissance.com
Phone: (800) 338-4204 | Fax: (877) 280-7642 | Federal I.D. 39-1559474

Dr. Angélica Ramsey-Superintendent
Fort Worth ISD
7060 Camp Bowie Blvd
Fort Worth, TX 76116

FWISD Elementary Pricing Proposal				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News	36,507	\$20.55	\$13.59	\$496,130.13
Product	Campuses	Price Per Building		
Publisher Package (Spanish, High Interest Fiction)	78	\$5,680.00		\$443,040.00
Professional Services				
Services	Price		Discount Price	Price
District Success Partnership & PD	\$216,500.00		\$165,000.00	\$165,000.00
Rostering Services	\$3,125.00			\$3,125.00
			Total Pre-Discount	\$1,412,883.85
			Applied Discount	-\$305,588.72
			Overall Total	\$1,107,295.13

All discounts above are reflected in applied discounts.

28% Discount applied for District Partnership

*Current quote 7/1/2024-6/30/2025

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

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 Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
Fort Worth Independent School District - 227565					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Professional Services					
6 Hour Onsite Day		7	\$3,750.00	\$(26,250.00)	\$0.00
Fort Worth Independent School District Total				\$(26,250.00)	\$0.00

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ACTION AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: **APPROVE ACCESS EASEMENT AGREEMENT WITH FW CLUB LP AT 11553 BENBROOK BOULEVARD**

BACKGROUND:

In 2019, Fort Worth Independent School District purchased a 15-acre property at 11553 Benbrook Boulevard. A neighboring land owner, FW Club LP, has requested an access easement on a 0.159 acre portion of the northeast corner of the property. In return for the easement, the requestor will construct driveway improvements at their own expense. These improvements will benefit Fort Worth ISD in that future development projects on the site will not have to encumber these costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Access Easement Agreement with FW Club LP at 11553 Benbrook Boulevard.
2. Decline to Approve Access Easement Agreement with FW Club LP at 11553 Benbrook Boulevard.
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Access Easement Agreement with FW Club LP at 11553 Benbrook Boulevard.

FUNDING SOURCE: Additional Details

No Cost

COST:

Not a purchase

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not Applicable

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

District Operations

RATIONALE:

The development of a driveway entrance to this property will improve FWISD access to the site.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations
Mike Naughton, Executive Director, Facility Planning & Rental

**Recording Requested by and
After Recording Return to:**
FW Club LP
4001 Maple Ave., Suite 270
Dallas, Texas 75219

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made effective as of _____, 2024 (the "**Effective Date**"), by and between **FORT WORTH INDEPENDENT SCHOOL DISTRICT** ("**FWISD**"), and **FW CLUB LP**, a Texas limited partnership ("**FW Club**") (FWISD and FW Club are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**").

WITNESSETH:

WHEREAS, FWISD is the owner in fee simple of that certain real property located in Tarrant County, Texas, which is more particularly depicted on Exhibit A attached hereto and incorporated herein by reference (the "**FWISD Property**");

WHEREAS, FW Club is the owner in fee simple of that certain real property located in Tarrant County, Texas, which is more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**FW Club Property**") (the FWISD Property and the FW Club Property are hereinafter sometimes individually referred to as a "**Property**" or collectively referred to as the "**Properties**");

WHEREAS, pursuant to that certain Access Easement Agreement (the "**Threshold Access Agreement**") by and between Threshold Development Company, a Texas corporation ("**Threshold**") and PMB Rolling V South Land LP, a Texas limited partnership, predecessor-in-interest to FW Club, dated March 8, 2023 and recorded on March 8, 2023 as Document No. D223038387 in the Official Public Records of Tarrant County, Texas, FW Club currently enjoys permanent access up to the boundary of the FWISD Property from the FW Club Property over and across the property owned by Threshold, as further described and depicted on Exhibit C (the "**Threshold Access Easement Area**") attached hereto and incorporated herein by reference;

WHEREAS, FWISD desires to grant to FW Club a perpetual, non-exclusive easement and right-of-way for the free and uninterrupted use of access for pedestrian and vehicular ingress and egress over, upon and across the portion of the FWISD Property more particularly described and depicted on Exhibit D (the "**FWISD Access Easement Area**") attached hereto and incorporated herein by reference; and

WHEREAS, subject to the terms and limitations contained herein, FW Club (the "**Constructing Party**") intends to construct and install certain curb cuts, driveways, access roads, and appurtenances related thereto (the "**Road Improvements**") within the FWISD Access Easement Area, as depicted on Exhibit D hereto, in order to connect the FW Club Property to Hawkins Home Boulevard;

NOW, THEREFORE, each Party hereby agrees, for and on behalf of itself and all subsequent holders of fee title of a Property (each, an "**Owner**") and its respective tenants, members, directors, franchisees, officers, employees, subtenants, contractors, agents, customers and other invitees (the "**Permittees**"), that the Properties are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, and restrictions, as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated by reference.

2. **Access Easement.**

(a) **Grants of Access Easement.** FWISD hereby grants and conveys to FW Club a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, appurtenant to the FW Club Property, over, upon and across the FWISD Access Easement Area (collectively the "**Access Rights**"). Such Access Rights shall include vehicular and pedestrian access rights in favor of the FW Club Property over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may now or hereinafter exist over the FWISD Access Easement Area, including, but not limited to, the Road Improvements. In the event that the Constructing Party has not commenced construction of the Road Improvements within ten (10) years after the Effective Date of this Agreement (the "**Construction Commencement Deadline**"), then this Agreement and the easement contained herein shall automatically terminate.

(b) **No Obstruction of Access Easement Area.** There shall not be any obstructions (except for ordinary maintenance and repair, for which prior written notice to the Owner not performing the repair shall be provided ten (10) days prior to such repair), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Properties over the FWISD Access Easement Area, it being the intent of the Parties to provide for the free flow of pedestrian and vehicular traffic through the FWISD Access Easement Area. Provided, however, that nothing in this paragraph shall prohibit or limit in any way the placement of improvements and/or the redevelopment now or in the future on the Properties so long as such development does not change the location of or interfere with the FWISD Access Easement Area.

(c) **Condemnation.** In the event of a condemnation or transfer in lieu of condemnation affecting the FWISD Access Easement Area, FW Club shall, with all due diligence, repair and restore or cause to be repaired and restored the FWISD Access Easement Area, as applicable to its former condition (or as near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the condemnation.

(d) **Damage or Destruction.** In the event of damage or destruction affecting the FWISD Access Easement Area, FW Club shall, with all due diligence, repair and restore or cause to be repaired and restored the portions of such Access Easement Area, as applicable to its former condition (or as near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the casualty. Each Owner shall refrain from causing any damage to the FWISD Access Easement Area and any and all improvements therein and thereon and shall, at its sole cost and expense, immediately repair any such damage caused by its Permittees.

3. **Maintenance and Construction.**

(a) **Maintenance.** FW Club shall be the Party that (i) repairs, maintains, and replaces the FWISD Access Easement Area and Road Improvements following the initial construction thereof, and (ii) is responsible for payment of all reasonable costs, fees, and expenses related to the maintenance of the FWISD Access Easement Area and Road Improvements, as further provided herein, including but not limited to, the repair, maintenance, inspection, improvement, restoration, and replacement of the Road Improvements and all applicable insurance, and professional services expenses related thereto. In addition, FW Club shall be responsible for mowing and maintaining the FWISD Access Easement Area. Notwithstanding the foregoing, (i) FW Club shall have the right to transfer its maintenance obligations set forth herein to a subsequent owner or as part of a joint maintenance agreement, provided that FW Club

provides written notice thereof to FWISD, and (ii) in the event of a public dedication of the Road Improvements, FW Club may transfer its maintenance obligations set forth herein to the public entity receiving such dedication.

(b) **Construction.** Prior to the commencement of construction of the Road Improvements, FW Club shall secure all necessary permits and approvals from all applicable government agencies and authorities. Upon the commencement of such construction, FW Club shall diligently pursue completion of such construction. FW Club shall be responsible for promptly cleaning up all construction debris and returning the affected areas on the FWISD Access Easement Area (other than the Road Improvements) to substantially the original condition existing prior to construction.

(c) **Payment of Costs.** FW Club shall (i) timely pay all costs and expenses incurred in connection with the construction of the Road Improvements and, in any event, all such costs and expenses shall be paid prior to the applicable contractors, vendors or materialmen being granted lien rights under applicable law, and (ii) not cause, permit or suffer any lien or encumbrance to be asserted against the Properties related to the Road Improvements.

(d) **Cooperation; Non-Interference with the Construction Work.** FWISD shall reasonably cooperate with FW Club in a commercially reasonable and diligent manner in connection with FW Club's construction of the Road Improvements and all activities related thereto, including, without limitation, assisting FW Club in its efforts to obtain any required approvals, waivers, consents, variances, permits (including demolition permits) and licenses from governmental and quasi-governmental authorities as are necessary or desirable for the design, development, construction and completion of the Road Improvements, including, without limitation, executing any necessary documents in a form reasonably acceptable to FWISD related to the Road Improvements that are required to be signed by FWISD as the owner of the FWISD Access Easement Area, provided that FWISD shall not be required to incur any related liability or expense. FWISD shall not unreasonably interfere with or delay any construction work or other activities performed (or to be performed) by FW Club or its contractors in connection with the Road Improvements.

4. **Easement Running with the Land.** The easement, rights and obligations granted herein shall be deemed to run with the Properties and shall burden and benefit each Owner of the Properties, or a portion thereof, and their successors and assigns, and each of their respective Permittees and licensees. Notwithstanding the foregoing, each Owner of a Property, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Party holds fee simple title to a tract or portion thereof. Upon conveyance of a Property or a portion thereof, the Party making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

5. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners, individually or collectively, shall be entitled to all legal and equitable remedies except to the extent provided below. Without limitation of the foregoing, and except as provided below, any Owner shall be entitled forthwith to full and adequate relief by injunction and/or specific performance. This Agreement may also be enforced against any person violating or attempting or threatening to violate any provision of the same which enforcement shall occur by legal proceedings for damages, to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder.

6. **Taxes and Assessments.** Each Owner shall be solely responsible for the payment of all taxes and assessments levied against its respective Property.

7. **Indemnity and Insurance.**

(A) FW CLUB SHALL INDEMNIFY, DEFEND AND HOLD THE FWISD HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSS, LIENS, AND/OR CLAIMS ARISING ON ACCOUNT OF THE USE OF THE FWISD ACCESS EASEMENT AREA AND/OR THE ROAD IMPROVEMENTS BY FW CLUB AND ITS AGENTS, EMPLOYEES, CONTRACTORS, TENANTS, SUBTENANTS, AND CUSTOMERS, INCLUDING BUT NOT LIMITED TO ANY REPAIRS NECESSITATED BY THE ACTS OR OMISSIONS OF THE FOREGOING PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE APPLICABLE TO EVENTS OR CIRCUMSTANCES TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FWISD.

(b) FW Club shall carry (i) commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) aggregate; (ii) workers' compensation in the minimum amount required by applicable laws; and (iii) any other insurance and/or bonding as is required by any applicable governing authority. Such insurance shall be in form and substance satisfactory to FWISD and shall be issued by insurers licensed to do business in the State of Texas and with a Best rating of A-:VII or better. Prior to the commencement of construction of the Road Improvements, if requested in writing by FWISD, FW Club shall provide FWISD with certificates evidencing all insurance coverage required by this Section 7(b). Following written request by FWISD, FW Club shall provide FWISD with evidence satisfactory to FWISD that (i) such policies have been renewed not less than thirty (30) days' prior to the scheduled expiration date thereof.

8. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Properties to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes expressed herein; provided, however, that FW Club shall have the right to dedicate the Road Improvements and FWISD Access Easement Area to the City of Fort Worth or the City of Benbrook (as applicable) in the future.

9. **No Interference.** The easement granted herein shall be used in such a manner so as not to unreasonably interfere with the FWISD Access Easement Area and with operations on a respective Property, provided, however, that any interference with the Road Improvements is hereby deemed unreasonable and is prohibited, except as otherwise set forth herein. Notwithstanding the foregoing, FW Club acknowledges that the intended use of the FWISD Property is for school purposes and vehicular and pedestrian use of the FWISD Access Easement Area for ingress and egress to the school site shall not constitute an interference with the Road Improvements.

10. **Easement Non-Exclusive.** The easement granted herein is not exclusive and FWISD shall have the right to enjoy the portion of the easement herein granted and to grant such other easements, rights or privileges to such persons and or entities and for such purposes as FWISD in its discretion may select, so long as such purposes do not unreasonably interfere with the easement described herein.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding by the Parties relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the then-Owners of all of the Properties.

12. **Duration.** The provisions of this Agreement shall run with and bind the land described herein and, except as otherwise provided herein, shall be and remain in effect perpetually to the extent permitted by law.

13. **Time of the Essence.** Time is of the essence of this Agreement and every term and condition hereof, provided, however, that if the date for the performance of any action or obligation required hereunder occurs on a Saturday, Sunday, or legally recognized federal holiday, the date of performance of such action or obligation shall be the next business day.

14. **Waiver.** Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any Party shall not release or discharge them from their obligations hereunder. No delay or omission by any Party to exercise its rights accruing upon any noncompliance or failure of performance by any Party shall impair any such right or be construed to be a waiver thereof. A waiver by any Party hereto of any of the covenants, conditions or agreements to be performed by any other Party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

15. **Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

16. **Notices.** All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is received as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

FWISD: Fort Worth Independent School District
7060 Camp Bowie W. Blvd.
Fort Worth, Texas 76116
Attn: Mike Naughton
Email: mike.naughton@fwisd.org

FW Club: FW Club LP
4001 Maple Avenue, Suite 270
Dallas, Texas 75219
Attn: K. Taylor Baird
Email: taylor@pmbinv.com

With a copy to: c/o PMB Capital Investments
4001 Maple Avenue, Suite 270
Dallas, Texas 75219
Attn: Jeff Cagnina
Email: jcagnina@pmbinv.com

17. **Miscellaneous.** This Agreement shall be governed in accordance with the laws of the State of Texas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. No Party shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile, pdf or other electronic imaging technology counterparts of the signature pages.

19. **"AS-IS" Conveyance.** THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. FWISD HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF OWNERSHIP, CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. **ALL GRANTS HEREIN ARE SUBJECT TO ALL MATTERS OF RECORD, AND FW CLUB WAIVES ANY CLAIM FOR WARRANTY OF TITLE, CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSES.**

Remainder of page intentionally left blank.

Signature pages follow.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

FWISD:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2024, by _____, _____ of the Fort Worth Independent School District, on behalf of said entity.

Notary Public, State of Texas

FW CLUB:

FW CLUB LP,
a Texas limited partnership

By: PMB DLC FW GP LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: K. Taylor Baird
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by K. Taylor Baird, Manager of PMB DLC FW GP LLC, a Texas limited liability company, the General Partner of FW Club LP, a Texas limited partnership, on behalf of such entities.

Notary Public, State of Texas

EXHIBIT A

The FWISD Property



**NOTE: The FWISD Property is shown in the red outlined area on the above depiction.*

EXHIBIT B

The PMB Property

BEING A 638.350-ACRE TRACT OF LAND SITUATED IN THE T. & N.O. R.R. CO. SURVEY, ABSTRACT NOS. 1565 & 1878, T. F. ROGERS SURVEY, ABSTRACT NO. 1357, ELIZABETH LANGSTON SURVEY, ABSTRACT NO. 988, D. T. FINLEY SURVEY, ABSTRACT NO. 1901 AND THE S.A. & M.G. R.R. CO. SURVEY, ABSTRACT NO. 1961, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF TRACTS OF LAND DESCRIBED TO PMB ROLLING V SOUTH LAND LP BY DEEDS RECORDED IN COUNTY CLERK FILE NO. D223038385 AND COUNTY CLERK FILE NO. D223038386 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1-INCH IRON ROD STAMPED FOUND FOR THE SOUTHWEST CORNER OF SAID PMB ROLLING V SOUTH LAND TRACT AND BEING THE NORTHWEST CORNER OF LOT 4, BLOCK 33 OF BELLA FLORA, PHASE 9, AN ADDITION TO TARRANT COUNTY, TEXAS AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE NO. D221115287 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 00°32'47" WEST, WITH THE WEST LINE OF SAID PMB ROLLING V SOUTH LAND TRACT, A DISTANCE OF 4,191.82 FEET TO A 1-INCH IRON ROD FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAME TRACT;

THENCE WITH THE NORTHERLY LINE OF SAID PMB ROLLING V SOUTH LAND TRACTS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89°27'40" EAST, A DISTANCE OF 3,180.00 FEET TO A 1-INCH IRON ROD FOUND;

NORTH 00°32'23" WEST, A DISTANCE OF 722.80 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 89°27'34" EAST, A DISTANCE OF 444.62 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

SOUTH 24°54'16" EAST, A DISTANCE OF 164.11 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

SOUTH 07°05'06" EAST, A DISTANCE OF 246.75 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

EAST, A DISTANCE OF 628.83 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 60°24'29" EAST, A DISTANCE OF 780.16 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 32°45'42" WEST, A DISTANCE OF 102.90 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 14°56'25" EAST, A DISTANCE OF 122.85 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 46°56'31" EAST, A DISTANCE OF 1,061.55 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND;

NORTH 89°38'01" EAST, A DISTANCE OF 1,085.30 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "JACOBS" FOUND FOR THE NORTHEAST CORNER OF SAID PMB ROLLING V SOUTH LAND TRACT;

THENCE SOUTH 00°22'06" EAST, WITH THE EAST LINE OF SAID PMB ROLLING V SOUTH LAND TRACT, A DISTANCE OF 3,668.20 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED "LJA SURVEYING" SET (HEREINAFTER REFERRED TO AS "CAPPED IRON ROD SET"), FROM WHICH A 1-INCH IRON ROD FOUND FOR THE EASTERNMOST SOUTHEAST CORNER OF SAME TRACT ON THE NORTHWEST RIGHT-OF-WAY LINE OF US HIGHWAY 377 SOUTH (A VARIABLE WIDTH RIGHT-OF-WAY) BEARS SOUTH 00°22'06" EAST, A DISTANCE OF 511.75 FEET;

THENCE DEPARTING SAID EAST LINE, OVER AND ACROSS SAID PMB ROLLING V SOUTH LAND TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°57'02" WEST, A DISTANCE OF 1,016.95 FEET TO A CAPPED IRON ROD SET;

SOUTH 47°12'16" WEST, A DISTANCE OF 1105.20 FEET TO A CAPPED IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,750.00 FEET AND A CHORD THAT BEARS SOUTH 34°27'06" WEST, 772.60 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°30'19", AN ARC-DISTANCE OF 779.02 FEET TO A CAPPED IRON ROD SET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 817.00 FEET AND A CHORD THAT BEARS NORTH 88°04'49" WEST, 309.07 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°48'22", AN ARC-DISTANCE OF 310.94 FEET TO A CAPPED IRON ROD SET;

SOUTH 08°59'00" EAST, A DISTANCE OF 110.00 FEET TO A CAPPED IRON ROD SET;

SOUTH 47°59'19" WEST, A DISTANCE OF 445.66 FEET TO A 1-INCH IRON ROD FOUND FOR THE NORTHERNMOST CORNER OF BELLA FLORA PHASE 10, AN ADDITION TO TARRANT COUNTY, TEXAS, AS SHOWN BY PLAT RECORDED IN COUNTY CLERK FILE No. D221350274 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 47°59'23" WEST, WITH THE SOUTH LINE OF SAID PMB ROLLING V SOUTH LAND TRACT, A DISTANCE OF 583.36 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND STAMPED "TEXAS SURVEYING INC";

THENCE SOUTH 89°27'45" WEST, CONTINUING WITH SAID SOUTH LINE, A DISTANCE OF 3,523.80 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 638.350 ACRES (27,806,514 SQ. FEET) OF LAND.

EXHIBIT C

The Threshold Access Easement Area

[The description and depiction of the Threshold Access Easement Area follows this cover page and are labeled as Exhibit "A" therein.]

EXHIBIT "A"
1.221 ACRES
ACCESS EASEMENT

BEING 1.221 ACRES OF LAND SITUATED IN THE T & NO RR CO SURVEY, ABSTRACT NO. 1565, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED TO THRESHOLD DEVELOPMENT COMPANY AS RECORDED IN COUNTY CLERKS FILE NO. D205344442, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID THRESHOLD DEVELOPMENT TRACT, FROM WHICH A 1-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAME TRACT BEARS SOUTH 00°20'59" EAST, A DISTANCE OF 1241.96 FEET;

THENCE NORTH 00°20'59" WEST, WITH SAID WEST LINE, A DISTANCE OF 60.01 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT, LP BY DEED RECORDED IN COUNTY CLERK FILE NO. D220340466 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE WITH THE SOUTH LINE OF SAID SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89°48'48" EAST, A DISTANCE OF 80.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 999.74 FEET AND A CHORD THAT BEARS NORTH 86°07'08" EAST, 141.84 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°08'08", AN ARC-DISTANCE OF 141.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 999.64 FEET AND A CHORD THAT BEARS NORTH 84°04'11" EAST, 70.42 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 4°02'14", AN ARC-DISTANCE OF 70.44 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 2959.29 FEET AND A CHORD THAT BEARS NORTH 83°45'34" EAST, 240.48 FEET;

WITH SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°39'26", AN ARC-DISTANCE OF 240.55 FEET;

NORTH 81°25'51" EAST, A DISTANCE OF 178.13 FEET TO THE SOUTHEAST CORNER OF SAID SJ BRYANT IRVIN TRACT, SAME BEING ON THE WEST RIGHT-OF-WAY LINE OF HAWKINS HOME BOULEVARD AND THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.29 FEET AND A CHORD THAT BEARS SOUTH 08°10'23" EAST, 79.99 FEET, ALSO FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REENRANT CORNER OF SAID SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT TRACT BEARS NORTH 12°45'22" WEST, A DISTANCE OF 321.47 FEET;

THENCE WITH SAID WEST RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°10'15", AN ARC-DISTANCE OF 80.08 FEET TO THE NORTHERNMOST NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO FORT WORTH INDEPENDENT SCHOOL DISTRICT BY DEED RECORDED IN COUNTY CLERK FILE NO. D219257699 OF SAID OFFICIAL PUBLIC RECORDS;

EXHIBIT "A"
1.221 ACRES
ACCESS EASEMENT

THENCE WITH THE NORTH LINE OF SAID FORT WORTH INDEPENDENT SCHOOL DISTRICT TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 81°25'49" WEST, A DISTANCE OF 177.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3039.39 FEET AND A CHORD THAT BEARS SOUTH 83°24'59" WEST, 210.68 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°58'20", AN ARC-DISTANCE OF 210.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 999.74 FEET AND A CHORD THAT BEARS SOUTH 88°46'09" WEST, 117.42 FEET;

WITH SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 6°44'00", AN ARC-DISTANCE OF 117.49 FEET;

NORTH 88°50'20" WEST, A DISTANCE OF 136.08 FEET;

NORTH 89°48'50" WEST, PASSING THE NORTHWEST CORNER OF SAID FORT WORTH INDEPENDENT SCHOOL DISTRICT TRACT AT 44.69 FEET, AND CONTINUING A TOTAL DISTANCE OF 79.64 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1.221 ACRES (53,185 SQUARE FEET) OF LAND.



Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
682-747-0800
TBPELS Firm No. 10194382

March 2, 2023



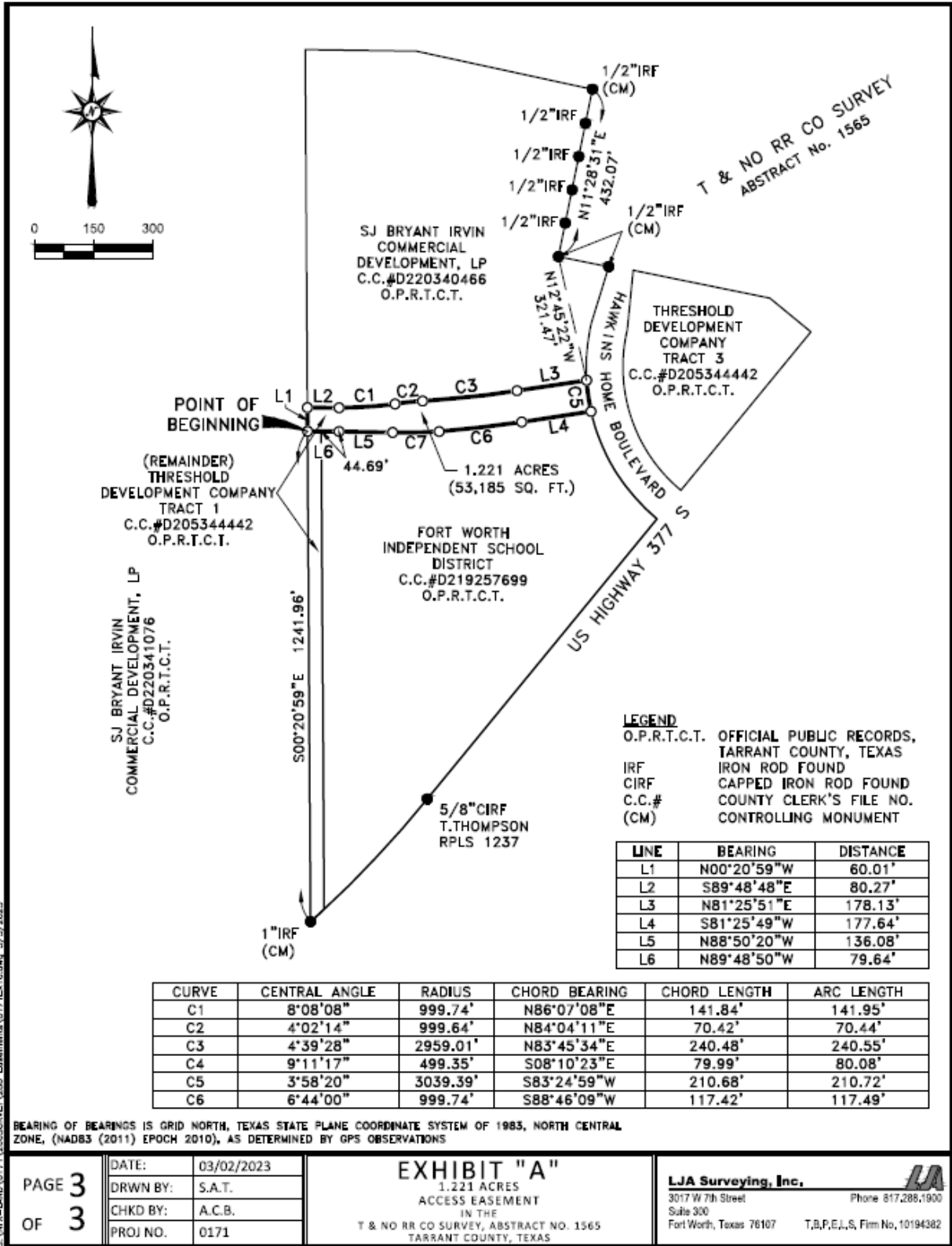


EXHIBIT D

The FWISD Access Easement Area

[The description and depiction of the FWISD Access Easement Area follows this cover page.]

EXHIBIT "D"
0.159 ACRE
ACCESS EASEMENT

BEING A 0.159 ACRE TRACT OF LAND SITUATED IN THE T.&N.O. RR. CO. SURVEY, ABSTRACT NO. 1565, TARRANT COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND CONVEYED TO FORT WORTH ISD, AS RECORDED IN COUNTY CLERK'S FILE NO. D219257699, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS. SAID 0.159 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT LP, AS RECORDED IN COUNTY CLERK'S FILE NO. D220340466, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND THE SOUTHEAST CORNER OF LOT 1, BLOCK 3 OF WHITESTONE HEIGHTS ADDITION, PHASE ONE, AN ADDITION TO THE CITY OF BENBROOK, AS RECORDED IN COUNTY CLERK'S FILE NO. D203205813, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF HAWKINS HOME BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE EAST LINE OF SAID SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT LP TRACT AND SAID WEST RIGHT-OF-WAY LINE OF HAWKINS HOME BOULEVARD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 17 DEGREES 11 MINUTES 30 SECONDS WEST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;

SOUTH 11 DEGREES 27 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.59 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 20 MINUTES 04 SECONDS, A RADIUS OF 494.88 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 208.61 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, PASSING AT AN ARC DISTANCE OF 130.11 FEET THE SOUTHEAST CORNER OF SAID SJ BRYANT IRVIN COMMERCIAL DEVELOPMENT LP TRACT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF HAWKINS HOME BOULEVARD, IN ALL A TOTAL ARC DISTANCE OF 210.18 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID FORT WORTH ISD TRACT AND THE SOUTHEAST CORNER OF A 1.221 ACRE ACCESS EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. D223038387, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 21 MINUTES 13 SECONDS, A RADIUS OF 494.88 FEET AND A LONG CHORD THAT BEARS SOUTH 17 DEGREES 30 MINUTES 30 SECONDS EAST, A DISTANCE OF 80.70 FEET;

THENCE, ALONG SAID CURVE TO THE LEFT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF HAWKINS HOME BOULEVARD AND THE NORTHEAST LINE OF SAID FORT WORTH ISD TRACT, AN ARC DISTANCE OF 80.79 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID FORT WORTH ISD TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 67 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 76.97 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 42 SECONDS, A RADIUS OF 571.84 FEET AND A LONG CHORD THAT BEARS NORTH 17 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 98.97 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 99.09 FEET TO A POINT FOR CORNER ON THE NORTH LINE OF SAID FORT WORTH ISD TRACT AND THE SOUTH LINE OF AFORESAID ACCESS EASEMENT;

THENCE, NORTH 81 DEGREES 25 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE OF FORT WORTH ISD TRACT AND SAID SOUTH LINE OF ACCESS EASEMENT, A DISTANCE OF 77.16 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 0.159 ACRES, OR 6,923 SQUARE FEET OF LAND.

A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.

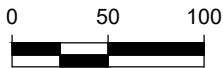
Michael J. Baitup

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TXBPELS Firm # 10194382

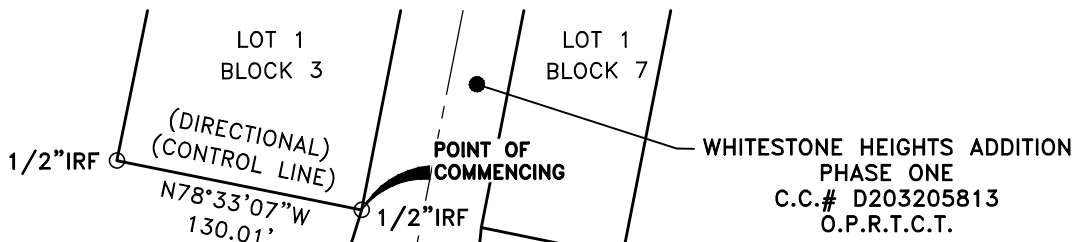
July 5, 2024



CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	09°21'13"	494.88'	S17°30'30"E	80.70'	80.79'
C2	09°55'42"	571.84'	N17°13'17"W	98.97'	99.09'
C3	24°20'04"	494.88'	S00°39'55"E	208.61'	210.18'



LINE	BEARING	DISTANCE
L1	S67°48'53"W	76.97'
L2	N81°25'49"E	77.16'
L3	S11°27'48"W	14.59'



WHITSTONE HEIGHTS ADDITION
 PHASE ONE
 C.C.# D203205813
 O.P.R.T.C.T.

SJ BRYANT IRVIN
 COMMERCIAL DEVELOPMENT LP
 C.C.# D220340466
 O.P.R.T.C.T.

VICTRON BENBROOK ADDITION
 C.C.# D222051408
 O.P.R.T.C.T.

1.221 ACRE
 ACCESS EASEMENT
 C.C.# D223038387
 O.P.R.T.C.T.

LOT 1
 BLOCK 1

THRESHOLD DEVELOPMENT CO
 C.C.# D205344442
 O.P.R.T.C.T.

POINT OF
 BEGINNING

T.&N.O. RR. CO. SURVEY,
 ABSTRACT NO. 1565

0.159 ACRES
 6,923 SQ. FT.

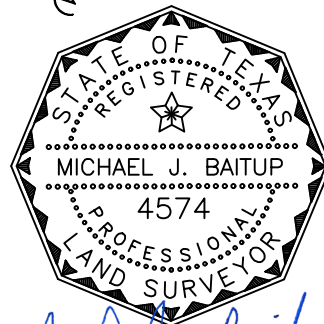
FORT WORTH ISD
 C.C.# D219257699
 O.P.R.T.C.T.

U.S. HIGHWAY NO. 377
 (VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND

- IRF IRON ROD FOUND
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS,
 TARRANT COUNTY, TEXAS

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND COLLIN CORS ARP (PID-DF8982)



Michael J. Baitup

PAGE 3
 OF 3

DATE:	07/05/24
DRWN BY:	S.C.O.
CHKD BY:	M.J.B.
PROJ NO.	0171

EXHIBIT "D"
 0.159 ACRE

ACCESS EASEMENT

IN THE
 T.&N.O. RR. CO. SURVEY, ABSTRACT NO. 1565
 TARRANT COUNTY, TEXAS

LJA Surveying, Inc.

6060 North Central Expressway
 Suite 400
 Dallas, Texas 75206

Phone 469.621.0710

ACTION AGENDA ITEM
BOARD MEETING
September 24, 2024

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A CONTRACTOR FOR TURNKEY FF&E SERVICES FOR WORKFORCE-BASED HIGH SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP) to select a Turnkey FF&E Contractor for Workforce-based High School with the following schedule of events:

First Advertisement	July 02, 2024
Second Advertisement	July 09, 2024
Deadline for Questions	July 12, 2024
Deadline to Receive Proposals	July 16, 2024
Board Approval of Firm	September 24, 2024

The District received four (4) responses to the request, but after initial review, it was determined that only one (1) of the responding vendors submitted complete proposals responsive to all areas of the requested service and products.

In accordance with Texas Education Code §44.031, subchapter B, the district shall attempt to negotiate with the qualified vendor. If the district is unable to negotiate successfully or the vendor declines to enter into a contract, the District shall formally end negotiations and rebid the scope.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Workforce-based High School Renovations (RFP 24-017) 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 Workforce-based High School Renovations (RFP 24-017) In Conjunction With The 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate and Enter Into A Contract With A Contractor To Provide Turnkey FF&E Services For Workforce-based High School Renovations (RFP 24-017) In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: *Additional Details*
CIP 2021 661-81-6629-021

COST:
Not to exceed \$660,000 Workforce-based High School

VENDOR(S)/PROVIDER(S):
School Specialty

PURCHASING MECHANISM:
Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 24-017
Number of Bid/Proposals Received: 4
Number of Compliant Bids/Proposals Received: 1
Joint Venture Firms: 0
HUB Firms: 0
**Denotes a HUB Firm*

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
Capital Improvement Department
TEA #021 Workforce-Based High 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