

Regular Meeting

Notice is hereby given that on Tuesday, December 12, 2023, the Board of Education of the Fort Worth Independent School District will hold a Special Meeting beginning at 5:30 PM at the [Fort Worth ISD District Service Center 7060 Camp Bowie Boulevard](#), Fort Worth, Texas. This special meeting will be live streamed and archived on the [Fort Worth ISD's Live YouTube](#) channel and on the [FWISD Video on Demand](#) site found on the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing and click the "CC" button. Live captioning is presently only available in English. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this workshop notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [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 boardmeetings-publiccomment@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. Per policy [BED\(LOCAL\)](#) at all Special Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

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

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SPECIAL MEETING AGENDA

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (OTHER)**
2. **PLEDGES, VISION, AND MISSION (OTHER)**
Led by the O.D. Wyatt J.R.O.T.C. Cadets
3. **RECOGNITIONS (OTHER)**
 - A. Recognition of Student Greeters
 - B. 4A University Interscholastic League (UIL) State Cross Country Champion

4. **LONE STAR GOVERNANCE**
 - A. Board Goal 3: College, Career and Military Readiness (*V and G*)
Presenter: *Charles Garcia, Associate Superintendent, Service Network #2*

5. **REPORTS/PRESENTATIONS (OTHER)**
 - A. Report on Plan of Finance for 2024 Bond Transition
Presenter: *Carmen Arrieta-Candelaria, Chief Financial Officer*
 - B. Family Engagement Update
Presenter: *Dr. David Saenz, Chief of Strategic Initiatives & Partnerships*

6. **BOARD COMMITTEE REPORT (OTHER)**

7. **SUPERINTENDENT REPORT (OTHER)**

8. **PUBLIC COMMENT (S and T)**

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

10. **EXECUTIVE SESSION (S and T)**
The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 1. Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023
 - B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 1. Executive Director of Child Nutrition Services
 - C. Security Implementation (Texas Government Code §551.076)
 1. Intruder Audit Findings and Corrective Action
 - D. Real Property (Texas Government Code §551.072)

11. **CALL PUBLIC HEARING TO ORDER (S and T)**

- A. Hear Oral Arguments of the Parties Regarding Recommendation of Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023 Pursuant to Section 21.258(b) of the Texas Education Code

12. ACTION ITEMS (*S and P*)

- A. Consideration and Possible Action on the Recommendation of the Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023 Pursuant to Section 21.259 of the Texas Education Code
- B. Consideration and Possible Action to Terminate the Probationary Contract of Candace Searcy for Good Cause Pursuant to Chapter 21 of the Texas Education Code

13. CLOSE PUBLIC HEARING (*S and T*)

14. CONSENT AGENDA ITEMS (*S and P*)

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

- A. Board of Education Meeting Minutes
 - 1. Regular Minutes - November 7, 2023
 - 2. Special Minutes - November 28, 2023
- B. Governance and Strategic Communications, Toni Cordova, Chief
 - 1. Approve First Reading - Revisions to Board Policy DEC(LOCAL)
 - 2. Approve Second Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
 - 1. Approve Lone Star Governance Board Constraints for the Superintendent
 - 2. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
 - a. Approve Workers' Compensation Occupational Health Care Plan Administrator Services
 - b. Approve Ratification for Budget, Financial, and Comparative Analytics Subscription Renewal
 - c. Approve Budget Amendment for the Period Ending November 30, 2023
 - 3. *Talent Management, Woodrow Bailey, Chief Talent Officer*
 - a. Approve Purchase of Employee Form Management System Software

4. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*
 - a. Approve Partner Agreement Between Tarrant County Adult Education and Literacy Consortium and Fort Worth Independent School District Adult Education
 - b. Approve Purchase of Furniture for the Leadership Academy Network at Como Elementary, Maude I. Logan Elementary, and Mitchell Boulevard Elementary
 - c. Approve Interlocal Agreement Between Fort Worth Independent School District and City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2023 - 2024
 - d. Approve to Extend the Contract for a Customer Engagement Platform

D. Learning and Leading Service Networks

1. *Service Network #1, Melissa Kelly, Associate Superintendent*
 - a. Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program
 - b. Approve Purchase of Renewal of Library Management System Software

2. *Service Network #2, Charles Garcia, Associate Superintendent*
 - a. Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt

Trustee Roxanne Martinez: What criteria was used to determine which campuses will host its graduation ceremony at TCU vs Wilkerson-Greines?

Response: Enrollment was the determining factor in which high schools participate in graduation at the TCU and Wilkerson venues.

- b. Approve Clinical Affiliation Agreement Between Fort Worth Independent School District and Texas Health Harris Methodist Hospital Fort Worth

3. *Service Network #3, Dr. Gracie Guerrero, Associate Superintendent*
 - a. Approve Purchase of Tutoring Services for J. Martin Jacquet Middle School

Trustee Anne Darr: How will the tutoring be provided? One-on-one or small group? In-person or virtual? Does the tutoring company have access to the curriculum being used in the classrooms?

Response: FEV Tutor will provide virtual instruction for J. Martin Jacquet Middle School and will use TEKS-based, instructional materials and curriculum used for Tier 1 in classrooms. Instruction will be small group

and limited to three students maximum. Tutoring may be embedded during the school day, before or after school, with the schedule finalized within 30 days of contract approval.

Tutoring sessions will be data-driven, utilizing aligned formative assessments and NWEA MAP data, with tutors building sessions around student strengths and needs and adjusting based on data over time. FEV Tutor will track weekly student attendance data and all interventions on a shared file in the template format provided by FWISD.

E. Operations

1. *Technology, Ramesh Krishnamurthy, Chief Information Officer*

- a. Approve Contract for Endpoint Security and Incident Detection and Response Services
- b. Approve Purchase of Annual Document Management Software License Subscriptions

2. *Operations, Carl Alfred, Senior Officer Operations*

- a. Approve Gym Floor Replacement at Morningside Middle School

Trustee Anne Darr: Will insurance cover a portion of or all of the costs for these repairs?

Response: A claim has been filed. Operations will be submitting an invoice to Risk Management when the project is completed.

- b. Approve Ratification Purchase of Emergency Electrical Repair at Truelson Hightower Outdoor Learning Center

Trustee Anne Darr: Will insurance cover a portion of or all of the costs for these repairs?

Response: The Truelson Hightower Outdoor Learning Center damages do not meet the district's deductible, and therefore, no claim will be filed for this repair.

3. *Athletics, Kellie Spencer, Deputy Superintendent*

- a. Approve Synthetic Turf Replacement and Track Resurfacing

Trustee Kevin Lynch: How many bids were received for this work? How much did our last projects similar in scope cost the district?

Response: The District utilized a cooperative agreement as the purchasing mechanism for this item. Purchasing cooperatives are organizations that school districts and other local governments can join to have access to pre-

negotiated contracts for most goods and services. School districts in Texas can use purchasing cooperatives in lieu of having to competitively bid goods and services themselves, enabling districts to pool their needs to receive a better value than a single entity may be able to receive on its own.

Similar projects were completed in 2022 at a cost of \$1.5 million per location where both the field and track surface were replaced. The primary cost differences are in the allowance and contingency amounts. Larger amounts were allocated due to the possibility that foundation and drainage work may be required. A final determination will be made once the existing turf and track is removed, allowing for a full foundation inspection.

- b. Approve Purchase of Continued Grounds Maintenance Services for Athletics Fields and Athletic Facilities
- 4. *Capital Improvement Program, Kellie Spencer, Deputy Superintendent*
 - a. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

15. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director of Child Nutrition Services
- C. Governance and Strategic Communications, Toni Cordova, Chief
 - 1. Approve Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code
- D. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
 - 1. Legal and District Records Management, Lynda Jackson, Senior Counsel
 - a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - c. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
 - d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Education Certification Pursuant to Chapter 21 of the Texas Education Code
 - e. Approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year

2. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
 - a. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating the Bonds to Authorized District Officials Within Specified Parameters
 3. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*
 - a. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023-2024
 4. *Safety and Security, Daniel Garcia, Executive Director*
 - a. Approve Ratification of the Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year
- E. Operations
1. *Facility Planning and Rental, Mike Naughton, Executive Director*
 - a. Approve Board Resolution to Authorize Acquisition of Abstract 1133 Tract 1A01 of the James B. Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 and 5705 Meadowbrook Drive with Market Value Final Offer or By Eminent Domain if Final Offer is Declined
 - b. Approve Board Resolution to Authorize Acquisition of Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 701 W. Jessamine and 2274 Hemphill with Market Value Final Offer or by Eminent Domain if Final Offer is Declined

16. **ADJOURN (OTHER)**

REPORT ONLY AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

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

Finance

Quinton Phillips*
Tobi Jackson
Anael Luebanos
Dr. Michael Ryan

Facilities

Dr. Camille Rodriguez*
Tobi Jackson
Kevin Lynch
Dr. Michael Ryan

Legislative

Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

After-School Coordinating Board

Roxanne Martinez*
Quinton Phillips
Wallace Bridges

Safety and Security

Dr. Camille Rodriguez*
Tobi Jackson
Roxanne Martinez
Dr. Michael Ryan

Board Audit

Anne Darr*
Anael Luebanos
Kevin Lynch

Educational Services

Anne Darr*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

Policy

Wallace Bridges*
Quinton Phillips
Anne Darr

** Denotes Committee Chair*

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

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

STRATEGIC GOALS:

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

Board Audit Committee:

The Audit Committee convened on Monday, November 6, 2023, via TEAMS, with the presence of Trustees Darr, Luebanos, and Lynch. Superintendent Dr. Angelica Ramsey also participated in the meeting.

Loretta Salvatore, Chief Internal Auditor, initiated the session by reviewing and seeking approval of the minutes of the prior meeting held on September 18, 2023. The minutes were duly received and approved by the attending Trustees.

Weaver presented the Annual Comprehensive Financial Report for the 2022-2023 calendar year. Additionally, updates on completed Internal Audit Projects, Capital Improvement Program, or CIP, Audit Activity, and a comprehensive report on Maintenance and Overtime were provided. The committee received an update on Internal Audit follow-up activities, along with progress reports on the 2022-2023 and 2023-2024 audit plans.

A summary of recent fraud hotline incidents was presented.

Updates concerning the 2023-2024 Internal Audit plan were discussed.

The committee's next scheduled meeting will be in February 2024.

Finance Committee:

The Finance Committee met on Monday, November 13, 2023, at noon via TEAMS. In attendance were Trustees Quinton Phillips (Chair), Anael Luebanos, Tobi Jackson, and Dr. Michael Ryan. Also present were Superintendent Dr. Angelica Ramsey, Carmen Arrieta Candelaria, Maria Chavez, Alex Schropp, Patricia Young, Dr. Karen Molinar, Woodrow Bailey, Kellie Spencer, Toni Cordova, and Margie McBain.

Key Highlights:

Chief Financial Officer, or CFO, Arrieta-Candelaria provided the committee with a report on Oil and Mineral Rights for the fiscal year 2022-23. The committee was informed that Northern Trust, the District's Third-Party Administrator, provided an update in October regarding the results of the prior fiscal year concerning oil, gas, and mineral income. Gross receipts by product for 2022-23 was \$1,705,934, as compared to 2020-21 of \$415,755, and 2021-22 of \$1,423,675. Anticipated income for 2023-24 is projected to be lower than that of 2022-23 due to changes in volume and price.

The committee was provided the District's financials for the first quarter ended September 30, 2023. These financials, prepared by the Financial Services Department, have been made available on the District's website for transparency. Financial results for the three months ended September 30, 2023, were compared to results ending for the same time period of September 30, 2022 as follows:

	Month Ended	YTD Ended	Month Ended	YTD Ended
	<u>Sept 2022</u>	<u>Sept 2022</u>	<u>Sept 2023</u>	<u>Sept 2023</u>
Revenues	\$27.9	\$99.4	\$53.9	\$124.5
Expenditures	\$66.3	\$102.0	\$75.9	\$117.8
Total Rev over Exp	<u>(\$38.4)</u>	<u>(\$2.6)</u>	<u>(\$22.0)</u>	<u>\$6.7</u>

The committee was provided with additional information and explanations as to the changes between month/Year-to-Date for revenue from local sources, state programs, federal and other sources. The committee also heard explanations for differences between major spend categories of payroll costs, professional contract services, supplies and materials and other operating costs. It was noted that the capital outlay changes were due to costs of the administration building being expended in 2023-24 vs. 2022-23.

The committee was also provided the results of the three (3) months ended September 30, 2023, for the Food Services, Debt Services, 2017 Bond, and 2021 Bond funds.

The CFO provided a *Plan of Finance for 2024 Bond Transaction* that will be presented at the upcoming December 12th Board of Trustees meeting. The plan is to issue bonds in an amount up to \$300 million in order to continue funding the 2021 Bond Program. A parameters resolution will be presented to the Board that outlines the following key assumptions:

Delegated Pricing Officers	Superintendent or CFO
Maximum Principal Amount	\$300,000,000
Maximum True Interest Cost	6.5%
Final Maturity Date	8/15/2054
Expiration of Delegated Authority	365 Days

CFO Arrieta-Candelaria explained to the committee that the debt model reflects a need for a tax rate of \$0.282 in the coming year. The current threshold for the debt model should not exceed \$0.292 for the interest & sinking rate. The plan of issuance also outlined the list of firms that will participate in this transaction as follows:

Financial Advisors:	Estrada Hinojosa/RBC
Bond Counsel:	Norton Rose Fulbright
Disclosure Counsel:	Nicole Collier, West & Associates, LLP
Underwriter Team:	Stifel (Senior Manager)
Hilltop Securities, Inc. (Co-Manager)	
Ramirez & Co. (Co-Manager)	10
Raymond James (Co-Manager)	

The committee was notified that the December Budget Amendment will be presented at the December 11th Board Finance Committee meeting and would be on the Board Agenda for December 12, 2023.

An additional upcoming item on the December Board agenda is the Workers Compensation Occupational Health Care Plan Services item. These services are managed by the Risk Management Department and encompass the administrative services as follows:

- Medical Provider credentialing;
- Medical Provider contracting, which includes establishing contracted rates for reimbursement;
- Creation of a complaint process for injured employees and providers;
- Providing injured worker and provider surveys; and
- Assisting in resolving issues with TDI (Texas Department of Insurance).

The contract term is from January 1, 2024, to January 1, 2026, with three (3) additional one (1) year options, at a cost of \$102,000, for these first two (2) years.

The meeting was adjourned at 12:35 p.m. The next Board Finance Committee meeting is scheduled for December 11, 2023, at noon.

Policy Committee:

The Policy Committee met on Monday, November 13, 2023, and Tuesday, December 5, 2023, via Zoom.

November 13, 2023: Trustees Wallace Bridges, Anne Darr, and Quinton Phillips, along with Superintendent Angelica Ramsey, Karen Molinar, Toni Cordova, Sid Pounds, Ben Castillo, Cynthia Rincon, and Amanda Coleman attended the meeting.

Key Highlights:

Options for policy revisions to DGBA(LOCAL) will be discussed in greater detail at a later meeting, and revisions to policy BE(LOCAL) will be prepared and considered at the December meeting. Recommended revisions for the Board Operating Procedures Manual will go to the Board at the January 30, 2024 meeting.

December 5, 2023: Trustees Wallace Bridges, Anne Darr, and Quinton Phillips, along with Superintendent Angelica Ramsey, Toni Cordova, Cynthia Rincon, and Amanda Coleman attended the meeting.

Key Highlights:

The committee agreed to recommend revisions to policy BE(LOCAL), and the revisions will be presented for the first reading at the January 30, 2023 Board Meeting. In addition, the committee discussed the Chaplain Resolution that will be voted on at the December 12, 2023 Board Meeting.

Safety & Security Committee:

The Safety & Security Committee met on Thursday, November 16, 2023, via Zoom. Trustees Camille Rodriguez (Chair), Tobi Jackson, and Michael Ryan, along with Superintendent Angélica Ramsey Karen Molinar, Daniel Garcia, Cid Meadows, Edward McGinley, Vanessa Galvan, Lisa Inzar, and Carlos Gomez attended the meeting.

Key Highlights:

Trustee Camille Rodriguez opened the meeting and the minutes from the September 21, 2023 committee meeting were approved by Trustees in attendance. Daniel Garcia presented findings from the Texas Education Agency, or TEA, Intruder Detection Audits, provided an overview of corrective action requirements and the staff training plan. An update on state mandated school safety facility projects was also provided to the committee. A 30-million-dollar grant has been secured to address school safety facility needs in Fort Worth ISD. Questions from Trustees regarding master key boxes and silent panic alert technology were addressed. Daniel Garcia concluded the meeting with a recognition of Edward McGinley for his work support on securing the grant funding.

The meeting was adjourned at 4:17 p.m. The next Safety & Security Committee meeting will be scheduled as needed to meet TEA Intruder Detection Audit requirements.

Facilities Committee:

The Facilities Committee met at 3:30 p.m. on December 5, 2023. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, Kevin Lynch, and Dr. Michael Ryan. Also present were Superintendent Dr. Angelica Ramsey, Kellie Spencer, Dr. Karen Molinar, Carmen Arrieta Candelaria, and Mike Naughton.

Key Highlights:

HPM provided an update on the progression of the Facility Master Plan. HPM and internal staff are completing software set-up to assist with the Facility Condition Assessment. The decision to continue to prioritize middle school site visits and assessments was finalized. The site visits will include onsite interviews and walks, starting mid-December and concluding in January. Parallel site visits for condition assessment will occur with the Educational Adequacy and Condition Assessment.

Procedeo provided an update on the 2021 Bond. There are twenty-four projects in design and one project in construction. Rolling Hills Elementary will welcome students on Tuesday, December 19, 2023. Discussion also included feasibility studies regarding middle school projects that include site planning and program space.

The Chief Financial Officer shared the impact of TxDOT project on 2871 to the current FWISD West Transportation Facility Lot. Discussion of impact of TxDOT and the necessity to explore construction on the site to continue day-to-day operations necessary at the facility. Additional

discussion included efficiency and cost savings of consolidation of Wedgwood 6th Grade Center with Wedgwood 7th and 8th, finalizing timeline, and additional action steps for the project.

The meeting was adjourned at 5:51 p.m. The next Facilities Committee meeting will be held on February 6, 2024.

Education Services Committee:

The Education Services Committee met on December 6, 2023. Trustees Anne Darr, Wallace Bridges, Roxanne Martinez, and Anael Luebanos attended the meeting, including Dr. Angelica Ramsey, Charlie Garcia, Tamekia Brown, Melissa Kelly, Gracie Guerrero, Lisa Castillo, Diane Martinez, Christopher Barksdale, Christin Reeves, Guadalupe Cortez, Mary Jane Bowman, Olayinka Ojo, and Ross Teller

Key Highlights:

Dr. Lisa Castillo, Executive Director for College Career and Military Readiness, or CCMR, provided an overview of the various college exploration opportunities and activities within Fort Worth ISD. An extended presentation on CCMR will be presented at the December 12th school Board meeting. Dr. Castillo also gave the committee an update on human sexuality curriculum to include a timeline. Maria Phillips gave an overview of Proclamation 2024 where over 150 of our educators are currently working on to ensure we have material by Fall 2024. Diane Martinez gave a Math update on K-5 math supplemental Dreambox. We exceeded our semester goal and reached 63%. Melissa Kelly and Ross Teller gave an update on our current Library Software called Destiny.

INFORMATION SOURCES:

Dr. Angélica M. Ramsey, Superintendent
Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy of Operations
Charlies Garcia, Associate Superintendent of Learning & Leading
Carmen Arrieta-Candelaria, Chief Financial Officer
Loretta Salvatore, Chief Internal Auditor
Dr. Amanda Coleman, Director of Board of Education

REPORT ONLY AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

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

STRATEGIC GOAL:

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

District/Community Events

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

1. **Ohana Student Led Education Conference:** I had the pleasure of being invited to attend this conference in Panama City. The collective goal of the conference is to ignite the exchange of perspectives and solutions on the topics of interest by showcasing the voice and leadership of students in an engaging environment with some of the nation's most well recognized leaders in education and government. The menu of activities includes student moderated panel discussions, engaging round-table conversations, interactive workshops, and student presentations.
2. **V Reunión Anual de Ventanillas de Orientación Educativa (VOE):** I was asked to speak at the Annual Mexican Consulate gathering in Dallas about educational challenges migrant students encounter.
3. **North Texas Workforce Development Convening:** I attended this month's meeting with fellow superintendents and area business leaders.
4. **Urban District Cohort Convening:** I attended the Urban District Cohort Convening #2 in Irving. Joining superintendents from across the country and their design teams, we explored deeper learning research and a systems approach to implement and scale deeper learning. We collaborated with other urban systems and engaged in design opportunities in the areas of vision, leadership, human capital, assessment, and access to deeper learning.

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

INFORMATION SOURCE:

Angélica M. Ramsey, Ed.D.

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

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

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

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

No Cost

Additional Details

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 November 7, 2023.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on November 7, 2023, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the 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 November 2, 2023, at 12:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING NOVEMBER 7, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted October 19, 2023, at the Fort Worth Independent School District Administration Building, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on October 19, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

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

The following administrators were present:

- Dr. Angélica Ramsey, Superintendent
- Dr. Karen Molinar, Deputy Superintendent
- Kellie Spencer, Deputy Superintendent
- Carmen Arrieta-Candelaria, Chief Financial Officer
- Woodrow Bailey III, Chief Talent Management
- Dr. David Saenz, Chief of Strategic Initiatives and Partnerships
- Lynda Jackson, Senior Counsel
- Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1
- Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
- Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3
- Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4
- Ramesh Krishnamurthy, Chief of Technology

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

School Board President Dr. Camille Rodriguez opened the meeting at 5:31 p.m.

2. PLEDGES, VISION, AND MISSION (OTHER)

The Trimble J.R.O.T.C. cadets led the pledges, vision and mission.

3. RECOGNITION (OTHER)

3.A. Native American Heritage Month

Coordinator of Communications, Jessica Becerra, gave the recognition.

4. LONE STAR GOVERNANCE

4.A. Goal 2: Early Math Learning Presenters: Charles Garcia, Associate Superintendent Network #2, and Diane Lopez Martinez, Executive Director of Math and Science

Associate Superintendent of Learning and Leading Service Network #2, Charles Garcia, and Executive Director of Math and Science, Diane Lopez Martinez, gave the *Lone Star Governance Goal 2: Early Math Learning* presentation.

5. SUPERINTENDENT REPORT (OTHER)

 Superintendent Update

No comments/questions.

6. PUBLIC COMMENT (S and T)

Speakers:

Bob Willoughby

Eric Fox

Vince Puente

Daniel Bennett

Gary Losada

Christi Beck

Amy Ramsey

Mike Cee

Meridith Bowman

Missie Carra

Hollie Plemons

Steven Poole

The meeting was recessed to move into Executive Session at 7:03 p.m.

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

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

7.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)

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

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

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

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

8.A. Board of Education Meeting Minutes

8.A.1. Regular Minutes - October 24, 2023

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

8.B.1. Approve First Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)

Anne Darr: Thank you to the students, staff, and other stakeholders who contributed to the revision of the dress code policy, FNCA(LOCAL). It was in desperate need of updating.

 First Reading Policies - FD(LOCAL) and FNCA(LOCAL)

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

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

8.C.1. a. Approve Quarterly Investment Report for the Period: July 1, 2023 - September 30, 2023

 Quarterly Investment Report

8.C.1. b. Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2023

 Annual Comprehensive Report

8.C.1. c. Approve Budget Amendment for the Period Ending October 31, 2023

 Budget Amendment

8.C.2. Safety and Security, Daniel Garcia, Executive Director

8.C.2. a. Approve Ratification for Renewal for Electronic Visitor and Volunteer Management System for District Campuses and Administrative Facilities

 Electronic Visitor and Volunteer Management System

8.C.2. b. Approve Emergency Mass Notification System Renewal

 Emergency Mass Notification System

8.D. Learning and Leading Service Networks

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

8.D.1. a. Approve Amendment to the Project Search at Texas Health Harris Methodist Hospital Fort Worth Agreement

 Texas Health Harris Methodist Hospital

8.D.1. b. Approve Human Learning/Accessibility Tools to Support and Accommodate Diverse Learning Needs

 Human Learning and Accessibility Tools

8.E. Operations

8.E.1. Transportation, Myron Wilson, Executive Director of Transportation

8.E.1. a. Approve Award and Purchase of RFP #23- 122 Transportation Radios

 Transportation Radios

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

8.E.2. a. Approve Ratification for Safety Surface Replacement at Hubbard Heights Elementary

 Safety Surface Replacement

8.E.2. b. Approve Modernization of Elevator at J.P. Elder Middle School

 Modernization of Elevator

8.E.3. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

8.E.3. a. Approve Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program

 Budget Amendment-Transferring Funds

8.E.3. b. Approve Budget Amendment for Polytechnic High School Betterment Project in Conjunction with the Capital Improvement Program

 Budget Amendment-Polytechnic Betterment Project

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve and Accept Consent Agenda.

The motion was unanimously approved.

9. ACTION ITEMS (S and P)

9.A. Item/Items Removed from Consent Agenda

No items were removed.

9.B. Personnel

No personnel appointment.

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

9.C.1. Approve Resolution Authorizing the Casting of the Fort Worth Independent School District Board of Trustees' Allocated Votes for Appointment on the Tarrant Appraisal District Board of Directors

Trustee Roxanne Martinez made the motion to cast the Board's allocated 597 votes on the official ballot for the election of Gloria Peña to the Tarrant Appraisal District's Board of Directors

Motion was made by Roxanne Martinez, seconded by Anne Darr, to approve to cast the Board's allocated 597 votes on the official ballot for the election of Gloria Peña to the Tarrant Appraisal District's Board of Directors.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

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

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

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

No action was taken.

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

No action was taken.

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

No action was taken.

9.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.

9.E. Operations

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

9.E.1. a. Approve Additional Purchase of Minor Supplies for Maintenance, Operations, and the

Warehouse

Supplies for Maintenance, Operations, and Warehouse

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Additional Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse.

The motion was unanimously approved.

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

9.E.2. a. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Early Childhood Center at Morningside Annex in Conjunction with the 2021 Capital Improvement Program

Construction Services for Early Childhood Center at Morningside Annex

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Early Childhood Center at Morningside Annex in Conjunction with the 2021 Capital Improvement Program.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

9.E.2. b. Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Polytechnic High School Betterment Renovations Project (Job No. 009-503) in Conjunction with the 2017 Capital Improvement Program

Polytech Betterment

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Polytechnic High School Betterment Renovations Project (Job No. 009- 503) in Conjunction with the 2017 Capital Improvement Program.

Before action was taken, Dr. Michael Ryan asked a question.

The motion was unanimously approved.

9.E.2. c. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Forest Oak Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Motion was made by Wallace Bridges, seconded by Tobi Jackson, to approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Forest Oak Middle School Renovations in Conjunction with the 2021 Capital

Improvement Program.

The motion was approved.

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

No: Kevin Lynch.

 Construction Services for Forest Oak Middle School

9.E.2. d. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for J. Martin Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program

 Construction Services for J. Martin Jacquet Middle School

Motion was made by Anne Darr, seconded by Wallace Bridges, to approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for J. Martin Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

9.E.2. e. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Meadowbrook Middle School in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Meadowbrook Middle School in Conjunction with the 2021 Capital Improvement Program.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

 Construction Services for Meadowbrook Middle School

9.E.2. f. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for W.C. Stripling

 Construction Services for W.C. Stripling Middle School

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve Authorization to

Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for W.C. Stripling.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

9.E.2. g. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Workforce-based High School at Como Montessori Renovations in Conjunction with the 2021 Capital Improvement Program

Construction Services for Workforce-Based High School

Motion was made by Anne Darr, seconded by Tobi Jackson, to approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Workforce-based High School at Como Montessori Renovations in Conjunction with the 2021 Capital Improvement Program.

The motion was approved.

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

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

9.E.2. h. Approve Authorization to Negotiate with a Construction Manager At Risk for a GMP Amendment(s) for Construction Services for Wedgwood Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Construction Services for Wedgwood Middle School

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

Before action was taken, Kevin Lynch and Anne Darr made a comment.

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

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

Trustees made comments.

11. ADJOURN (OTHER)

Meeting was adjourned at 9:30 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on November 28, 2023.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on November 28, 2023, that the Board of Education of the Fort Worth Independent School District held special meeting 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 November 16, 2023, at 1:30 p.m.”

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING NOVEMBER 28, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 16, 2023, at the Fort Worth School District Administration Building, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on November 16, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

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

The following administrators were present:
Dr. Angélica Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Neil Bonavita, Staff Attorney

Outside Counsel:
Cynthia Rincón, Attorney

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

School Board President Dr. Camille Rodriguez called the special meeting to order at 5:32 p.m.

2. PUBLIC COMMENT (S and T)

Speakers:

Jamie Bryant
Missie Carra
Christi Beck

Donna Collins
Jennifer Crossland
Meredith Bowman
Tiffany Keetch

3. LEVEL III GRIEVANCES (S and P)

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

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

The grievance was held in open session.

- a. Consider the Level III Grievance of Missie Cara (Convene in Closed Session, if Necessary)
 - i. Presentation by Complainants and/or Representative(s)
 - ii. Presentation by District Representative
 - iii. Questions from Board Members

The grievance was held in open session.

- b. Consider the Level III Grievance of Jennifer Crossland (Convene in Closed Session, if Necessary)
 - i. Presentation by Complainants and/or Representative(s)
 - ii. Presentation by District Representative
 - iii. Questions from Board Members

The Board moved into closed session at 6:46 p.m. to consider the Level III Grievance of Maria Soria.

- c. Consider the Level III Grievance of Maria Soria (Convene in Closed Session, if Necessary)
 - i. Presentation by Complainants and/or Representative(s)
 - ii. Presentation by District Representative
 - iii. Questions from Board Members

The Board returned to open session with a quorum present at 7:28 p.m.

The Board recessed to move into Executive Session at 7:28 p.m.

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

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

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

The special meeting was reconvened at 8:36 p.m.

5. ACTION ITEMS (S and P)

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

Before action item was taken, Kevin Lynch made a comment.

No motion was made; therefore, no action was taken on this grievance.

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

Anne Darr made the Motion to Uphold the Level II Decision and Allow the School Health Advisory Committee, Also Known as the SHAC, to Continue their Work in the Selection of a Sex Education Curriculum for Fort Worth ISD.

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

The motion was approved.

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

No: Kevin Lynch, and Michael Ryan.

Absent: Roxanne Martinez

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

Tobi Jackson made the motion to Uphold the Level 2 Decision and Direct the Superintendent to Ensure the Investigation is Reviewed and Appropriate Action is Taken. Also, Direct the Superintendent to Ensure that Staff Adhere to a Timeline Within Policy DIA.

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

The motion was unanimously approved.

Absent: Roxanne Martinez

6. ADJOURN (OTHER)

The special meeting was adjourned at 8:38 p.m.

/s/ Christian Alvarado
Board of Education

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE FIRST READING - REVISION TO BOARD POLICY**
DEC(LOCAL)

BACKGROUND:

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

Policy recommendations:

- DEC(LOCAL): Leaves and Absences- The revised verbiage aligns with the current calculation of Intermittent FMLA and provides additional guidance in DEC(REGULATION).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading - Revision to Board Policy DEC(LOCAL)

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

All Schools, Departments and Stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
December 12, 2023 BOARD MEETING: 1st Reading**

- **DEC(LOCAL): Leaves and Absences** - The revised verbiage aligns with the current calculation of Intermittent FMLA and provides additional guidance in DEC(REGULATION).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy. [See DEC(REGULATION)]

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse's grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Paid Time Off

The term "paid time off" (PTO) shall be defined as a bank of days in which the District pools an employee's state personal leave, state sick leave, local personal leave, and local sick leave for the employee to use as needed.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment

after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for PTO the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Reasons for Use of PTO

PTO shall include leave taken for nondiscretionary and discretionary purposes.

Nondiscretionary Use

Nondiscretionary use of PTO shall be for:

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death of a member of the employee's immediate family; and
4. The reasons allowed for use of state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

Discretionary use of PTO is at the individual employee's discretion, subject to this policy.

Scheduled PTO

To minimize the effect of an employee's absence on the educational program and District operations, the Board shall require an employee to schedule PTO taken for discretionary purposes.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Local Leave Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than a substitute employee, a part-time employee without benefits, or a temporary employee) shall earn five, six, or seven paid local leave days, respectively, each school year, based on the number of months of service normally required for the employee's position in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used in accordance with administrative regulations addressing PTO.

PTO Designation Although an employee may take PTO for nondiscretionary or discretionary reasons in accordance with this policy, the District shall maintain separate records of state personal leave, state sick leave, local personal leave, and local sick leave for purposes of accumulation and the order of use determined by each employee.

Bereavement Leave An employee shall be granted two days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Substitute and temporary employees shall not be eligible for this benefit.

Sick Leave Program After all available paid leave days and any applicable compensatory time have been exhausted, an employee shall be eligible to apply for additional leave days through the District's sick leave program (SLP). The District shall grant leave days from the SLP in accordance with the Board-approved bylaws.

Family and Medical Leave FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured per DEC(REGULATION) ~~backward from the date an employee uses FMLA leave.~~

Combined Leave for Spouses When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Local Pregnancy / Parenting / Adoption Leave	<p>The District shall grant a leave of absence for a maximum of six consecutive calendar weeks to any District employee, other than a substitute or temporary employee, who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age.</p> <p>The District shall require the employee to use paid leave and any applicable compensatory time concurrently with local pregnancy/parenting/adoption leave.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant additional paid leave for this purpose, to a maximum of 20 consecutive leave days, subject to deduction of the daily rate of a substitute for the employee's position for each additional leave day taken, whether or not a substitute is employed.</p>
Temporary Disability Leave	<p>Any District employee, other than a substitute or temporary employee, shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business without a valid subpoena shall be deducted from the employee's leave balance or shall be taken as leave without pay.

Neutral Absence Control

If an employee does not return to work within 180 calendar days of being on an approved leave of absence, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. When an employee has exhausted all available paid leave, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES
FD(LOCAL) AND FNCA(LOCAL)**

BACKGROUND:

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

Policy recommendations:

- FD(LOCAL): Admissions- TASB recommended revisions to reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care.
- FNCA(LOCAL): Dress Code- This policy has not been revised since 2015. Recommendations were provided by stakeholders, including students and staff.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

All Schools, Departments and Stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
December 12, 2023 BOARD MEETING: 2nd Reading**

- **FD(LOCAL): Admissions** - TASB recommended revisions to reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care.
- **FNCA(LOCAL): Dress Code** - This policy has not been revised since 2015. Recommendations were provided by stakeholders, including students and staff.

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~
In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

Residency

For purposes of this policy, a person is considered to reside in the District if the true, primary, physical place where the person lives with the intent to remain for a considerable period of time is within the boundaries of the District. A person's residence is the fixed, permanent, and principal place of habitation that is the center of the person's domestic, social, and civic life. A person can reside in only one place at a time.

Residences on District Boundary Lines

A school-aged child residing on property bisected by the District's boundary line shall be eligible to attend school within the District if the following conditions exist:

1. Any portion of the property is taxed by the District;
2. The student's parent, guardian, or other person having sworn educational authority resides on the property;
3. The property is a single-family residence; and
4. The student's parent, guardian, or other person having sworn educational authority enrolls the student in the District.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	<p>The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.</p> <p>The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
Grade-Level Placement Accredited Schools	The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.
Nonaccredited Schools	<p>A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:</p> <ol style="list-style-type: none">1. Scores on achievement tests, which may be administered by appropriate District personnel.2. Recommendation of the sending school.3. Prior academic record.4. Chronological age and social and emotional development of the student.5. Other criteria deemed appropriate by the principal.
Transfer of Credit Accredited Texas Public Schools	Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

ADMISSIONS

FD
(LOCAL)

Other Accredited or
Nonaccredited
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records ~~and~~ or transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

STUDENT CONDUCT
DRESS CODE

FNCA
(LOCAL)

- PURPOSE The District's dress code is established in an effort to improve student learning and to facilitate a safe learning environment. It is intended to instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.
- GENERAL GUIDELINES Students shall be dressed and groomed in a manner that is clean and neat and that will not be a health or safety hazard to themselves or others. The District prohibits any clothing or grooming that in the principal's judgment may reasonably be expected to cause disruption or interference with normal school operations. The District's dress code shall be a part of the local Student Code of Conduct.
- PREKINDERGARTEN – GRADE 12 Students shall be required to adhere to the dress code during school hours and dress appropriately while participating in other school-sponsored activities.
- Clothing shall be of the correct size for students, with no sagging pants. ~~Shirts or blouses shall be tucked into clothing.~~
- Clothing that complies with the dress code may be purchased from retail stores of a parent's or guardian's choice.
- PREKINDERGARTEN – GRADE 8 Bottoms shall comply with the following:
1. Navy, khaki, black, or blue denim pants, shorts, skirts, skorts, capris, or jumpers are acceptable; students may wear denim blue jeans ~~that are free of embellishments.~~
 2. ~~All bottoms must be hemmed or cuffed.~~
 3. Skirts, skorts, and shorts ~~must be at least fingertip length. shall be no shorter than three inches above the knee.~~
- Tops shall comply with the following:
1. ~~Two solid colors,~~ Navy or white ~~and,~~ ~~are acceptable~~ campus designated school colors
 2. The following styles are acceptable: collared (polo or oxford style) shirts or blouses, mock turtlenecks or turtlenecks. ~~All tops shall have sleeves. The manufacturer logos must be less than a one and one-half inch square with the exception of school logos. T-shirts shall not be worn as outer clothing. T-shirts worn as undergarments shall be solid white.~~
 3. T-shirts permitted on campus designated special dress days.

ADDITIONAL DRESS
CODE
REQUIREMENTS FOR
PREKINDERGARTEN –
GRADE 8

Additional requirements for prekindergarten–grade 8 are as follows:

1. Acceptable styles of shoes include athletic shoes, loafers, dress shoes, or other closed-toe shoes, as well as open-toe/open-heel shoes. ~~Shoelaces shall be white or match the color of the shoe.~~
2. Acceptable accessories include belts of a solid color fabric or leather ~~with a buckle no larger than two inches. Tights, socks, and hosiery shall be of a solid color.~~
3. Sweatshirts or sweaters in navy, white, ~~or black,~~ or campus designated sweatshirts are acceptable ~~as outerwear if worn over standard dress.~~ Coats and jackets of any color shall be worn in accordance with weather conditions ~~and not inside classrooms.~~

SECONDARY —
GRADES 9–12

Students shall be required to adhere to the dress code during school hours and dress appropriately while participating in other school-sponsored activities.

Clothing shall be of the correct size for students, with no sagging pants. ~~Shirts or blouses shall be tucked into clothing.~~

Bottoms shall comply with the following:

1. Pants, shorts, skirts, skorts, capris, or jumpers of any color are acceptable.
2. Students may wear denim blue jeans ~~that are free of embellishments.~~
3. ~~All bottoms must be hemmed or cuffed.~~
4. Shorts, skirts, and skorts ~~shall be no shorter than three inches above the knee.~~ must be at least finger-tip length.

Tops shall comply with the following:

1. The following styles, in any color, are acceptable: collared (polo or oxford style) shirts or blouses, mock turtlenecks, or turtlenecks ~~and t-shirts that are within dress code guidelines.~~
2. ~~All tops shall have sleeves.~~
3. ~~T-shirts shall not be worn as outer clothing. T-shirts worn as undergarments shall be solid white.~~

ADDITIONAL DRESS
CODE
REQUIREMENTS FOR
GRADES 9–12

Additional requirements for grades 9–12 are as follows:

1. Acceptable styles of shoes include athletic shoes, loafers, dress shoes, or other closed-toed shoes, as well as open-toe/open-heel shoes. Shoelaces shall be white or match the color of the shoe.
2. Acceptable accessories include belts of a solid color fabric or leather ~~with a buckle no larger than two inches. Tights, socks, and hosiery shall be of a solid color.~~
3. Acceptable outerwear shall include sweatshirts or sweaters. ~~that are worn over standard dress.~~ Coats and jackets of any color shall be worn in accordance with weather conditions ~~and not inside classrooms.~~

PROCEDURES FOR
IMPLEMENTING
STANDARDIZED
DRESS CODE FOR
SECONDARY GRADES
9–12

The Board has authorized the Superintendent to empower each high school principal to make decisions relative to instituting uniforms or a standardized dress code or additional dress and grooming regulations that are campus specific.

Principals shall complete the following:

1. Receive input from the site-based decision-making (SBDM) committee before proceeding with the process.
2. Survey the parents of each student and campus teachers.

For the parent survey, each household shall be surveyed no later than the end of January of a given school year. Surveys shall be in both English and Spanish and shall be distributed with one survey going to each household. Families with more than one child attending the same school shall only get one vote.

For the teacher survey, each teacher shall be surveyed.

If uniforms or a standardized dress code are to be implemented, at least 51 percent of the surveys shall be received and over 50 percent of the respondents must be in support of the change.

Pertinent procedures on the process, survey questions, affected students, time lines, and the like, shall be outlined in administrative regulations and guidelines approved by the Superintendent or designee.

CAMPUS UNIFORM
OPTION

In order to improve academic instruction and upon recommendation by the administration and approval by the Board, a campus may choose to implement a standardized or uniform dress code consistent with law [see FNCA(LEGAL)]. Provisions above at

PROCEDURES FOR IMPLEMENTING STANDARDIZED DRESS CODE FOR SECONDARY GRADES 9–12 shall be waived. Implementing details of the standardized or uniform dress code shall be published in the student handbook and on the District’s Web site.

EXEMPTION

A student’s parent or guardian may request that the student be exempted from a uniform requirement by submitting a written statement of bona fide religious or philosophical objection to the requirement.

FUNDING

The funding source for providing uniforms for students unable to provide their own may include one or more of the following:

1. Donations, gifts, or grants;
2. Funds generated at the campus level by students, staff, PTAs or business/community partners; or
3. Any other source identified by the administration.

EXCEPTIONS

Special attire may be worn for special days, such as spirit day, casual day, field day, promotion day, and the like, as designated by the principal.

Curriculum-related dress, such as hospital scrubs worn by students as part of a designated curriculum, shall be acceptable.

School organization apparel (cheerleader uniforms, athletic team uniforms, or student council shirts), or school event apparel (carnival shirts or senior day shirts), may be worn as designated by the principal.

Uniforms may be worn by students participating in activities such as JROTC, Boy Scouts, or Girl Scouts.

Accommodations for students with special needs or for religious requirements shall be determined on a case-by-case basis and approved by the principal.

PREKINDERGARTEN –
GRADE 5

Elementary schools with a history of standard dress may apply to the administration to wear their school-adopted standard of dress in addition, not in lieu of, the District-adopted dress code.

CLOTHING THAT IS
NOT ACCEPTABLE

A prohibition on wearing any of the following items shall apply to students in all grade levels:

1. Sagging pants.
2. ~~T-shirts worn as outer clothing.~~
3. Visible undergarments.

4. Clothing considered to be too revealing (bare midriffs, tube tops, tank tops, cut-off shirts, low-cut tops, crop tops, see-through shirts, ~~clothing with holes, tears, or cuts~~, fishnet clothing).
5. ~~Clothing with any holes, tears, or cuts.~~
6. Clothing with lewd, offensive, vulgar, or obscene pictures, emblems, or language.
7. Clothing with advertising that depicts tobacco products, alcoholic beverages, drugs, or any substance prohibited under FNCF(LEGAL).
8. Gang-related clothing, accessories, or jewelry bearing signs, insignias, colors, or symbols. A list of the specific types of prohibited gang-related attire shall be kept on file at each campus.
9. ~~Active wear such as wind shorts, warm-ups, soccer shorts, boxer shorts, sweat suits, or spandex gym wear.~~
10. Sleep wear of any kind, ~~boxer shorts, sleep caps or bonnets~~.
11. Visible drawstrings.
12. House shoes.
13. Except for verified religious clothing, head gear such as hats, scarves, bandanas, do-rags, or shower caps.
14. Combs, sunglasses, or grillz.
15. Accessories ~~or body piercings~~ that could be classified as dangerous or as a potential weapon, i.e., chains, spiked necklaces or bracelets, and the like.

EXTRACURRICULAR
ACTIVITIES

The principal, in cooperation with the sponsor, coach, or other person in charge of an extracurricular activity, may regulate the dress and grooming of students who participate in the activity. Students who violate dress and grooming standards established for such an activity may be removed or excluded from the activity for a period determined by the principal or sponsor, and may be subject to other disciplinary action, as specified in the Student Code of Conduct. [See FO series]

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: **APPROVE LONE STAR GOVERNANCE BOARD CONSTRAINTS FOR
THE SUPERINTENDENT****

BACKGROUND:

The Fort Worth ISD Board of Trustees and Superintendent work collaboratively to implement the Lone Star Governance (LSG) Framework to focus on one primary objective: improving student outcomes. The intention of LSG is to provide a continuous improvement model for governing teams. LSG participants work to develop: a vision for improving student outcomes; student outcome goals; methods to communicate local values, and effective local accountability by monitoring the progress towards achieving the student outcome goals.

Superintendent constraints are specific operational actions the Superintendent may not use or allow that are aligned with the vision and grounded in community values. The Board has developed new constraints for the Superintendent in accordance with Board Policy AE [Local] that require Board approval.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Lone Star Governance Board Constraints for the Superintendent
2. Decline to Approve Lone Star Governance Board Constraints for the Superintendent
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Lone Star Governance Board Constraints for the Superintendent

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All Fort Worth ISD School and Departments

RATIONALE:

Approval of the Lone Star Governance Board Constraints for the Superintendent will ensure that Fort Worth ISD is in compliance with the LSG Framework and that governance behaviors are on target to improve student outcomes.

INFORMATION SOURCE:

Dr. Angélica M. Ramsey, Superintendent

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

Superintendent Constraints

Constraint 1

The Superintendent shall not allow teachers to go without a districtwide evidence-based academic and behavioral intervention and support system.

CPM 1.1: The fidelity of support delivery within the District’s Multi-Tiered System of Supports (MTSS) will increase by **3%** for Tier 1, Tier 2 and Tier 3 from the previous school year.

Tier 1 Target = 80% by June 2023

Tier 2 Target = 79% by June 2023

Tier 3 Target = 74% by June 2023

Constraint 2

The Superintendent shall not allow annual student attendance in Fort Worth ISD to decline below 92.43%.

CPM 2.1: Percentage of students in attendance will not decline below 92.43% annually.

CPM 2.2: Percentage of students chronically absent annually will decrease from 23.46% to 21.00% by June 2024.

Constraint 3

The Superintendent shall not allow campuses to go without implementing PLCs (Professional Learning Communities) with fidelity at all campuses.

CPM 3.1: On the PLC implementation rubric, the percent of teams that will achieve or maintain “3-refinement” or 4-internalized” or show at least one level of growth on other elements (those that are not already 3 or 4) will increase from MOY to EOY.

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE WORKERS' COMPENSATION OCCUPATIONAL HEALTH CARE PLAN ADMINISTRATOR SERVICES**

BACKGROUND:

The 79TH Texas Legislature authorized self-insured political subdivisions to utilize Occupational Health Care Plans to provide medical benefits to employees who are injured on the job.

On March 27, 2007, the Board approved the creation of an Occupational Health Care Plan. On December 11, 2007, the Board approved the first third party administrator for the plan. The plan became operational on July 1, 2008.

The primary purpose of the plan is to provide access to quality medical care through front-line clinics and an array of specialty medical services to injured employees. This is important because many medical facilities do not accept "workers' compensation" or treat occupational injuries.

Currently, there are (22) twenty-two Primary Treating Clinics with multiple doctors at these locations to act as the treating physician, (55) fifty-five Specialists and (24) Ancillary (Radiology/Physical Therapy) providers in the plan.

The administration of the plan includes:

- Medical Provider credentialing;
- Medical Provider contracting, which includes establishing contracted rates for reimbursement.
- Creation of a complaint process for injured employees and providers;
- Providing injured worker and provider surveys; and
- Assisting in resolving issues with TDI (Texas Department of Insurance).

The period of performance will be from January 1, 2024, through January 1, 2026. The agreement includes (3) three additional (1) one-year option years.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Workers' Compensation Occupational Health Care Plan Administrator Services
2. Decline to Approve Workers' Compensation Occupational Health Care Plan Administrator Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Workers' Compensation Occupational Health Care Plan Administrator Services

FUNDING SOURCE: *Additional Details*

Internal Service Fund 753-41-6299-083

COST:

\$51,000/annual; \$102,000/total

VENDOR(S)/PROVIDER(S):

CareWorks Managed Care Services, Inc.

PURCHASING MECHANISM:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 24-044

Number of Bid/Proposals received: 3

HUB Firms: 1*

Compliant Bids: 3

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

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

District - Wide

RATIONALE:

The Occupational Health Care Plan Administrator will allow the District to maintain the delivery of quality care to employees who have suffered an occupational injury or illness.

INFORMATION SOURCE:

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

CONTRACTOR/CONSULTANT SERVICE CONTRACT

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

The Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as the “District”), and the individual, contractor, or consultant defined below (hereinafter referred to as “Consultant” or “Contractor”), agree that District will engage Contractor to provide services pursuant to the terms and conditions specified below. The District and Contractor collectively may be collectively referred to as the “Parties” or individually as a “Party”. “Agreement” or “Contract” will refer to this document and include only the terms and conditions found herein. Any future changes to this Agreement must be executed in writing and signed by the Parties.

Individual/Firm Name: CareWorks Managed Care Services, Inc
Address #1: 9601 McAllister Freeway Suite 500
Address #2: San Antonio TX 78126

1. SERVICES

1.1. Contractor will perform personally, in a manner satisfactory to the District, the following professional services (if the Contractor’s proposal or Scope of Work has been provided, attach as **Exhibit “A”**). The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s proposal or Scope of Work.

Administration of the District’s Workers’ Compensation Occupational Health Care Provider Group.
See Exhibit A

1.2. Unless discontinued earlier by District, the services are to be performed at the following times and places:

District wide

1.3. Contractor will be responsible for delivering the following (if a description of the Contractor’s deliverables has been provided, summarize the deliverables below and attach them as **Exhibit “B”**), pursuant to the terms in this Agreement. The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s attached deliverables.

The vendor will be responsible for managing the Health Care Provider Group. These responsibilities include: (1)Assisting in the selection of medical providers to adequately provide care for District employees; (2) Credentialing and re-credentialing of selected providers to include confirmation of medical malpractice insurance; (3) Contracting with selected providers; (4) Establishing treatment guidelines that are evidence based, scientifically valid and outcome based; (5) Establish a complaint process for injured employees; (6) Establishing a complaint process for medical providers; (7) Establishing a medical dispute process for injured employees; (8) Establishing a medical dispute process for medical providers; (9) Assisting in establishing a fee schedule; (10) Assisting in establishing communication guidelines for providers; (11) Communication with TPA via data downloads; (12) Resolve issues regarding the Health Care Group with TDI; (13) Cooperation with the Return to Work

Program; and (14) Measurement of outcomes on a regular basis 15)Notification to employees of their rights and responsibilities.

- 1.4 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.)

RFP 22-044

2. **TERM**

- 2.1. The period of performance under this Agreement will be from January 1, 2024 or date of execution, whichever is later, through January 1, 2026 unless terminated at an earlier date as provided herein or extended by amendment to this Agreement. Upon mutual written agreement, the Parties may extend this Agreement for up to three (3) additional one (1) year terms.

3. **COMPENSATION**

- 3.1. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED** \$102,000, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

- FIXED FEE** of \$Fixed Fee Amount for all services performed plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- PER ITEM RATE** of \$Cost Per Item per item, for items identified in **Exhibit** Exhibit Label, for Item Quantity items plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- HOURLY RATE** of \$Hourly Rate per hour for Total Hours hour(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- DAILY RATE** of \$Daily Rate per day for Total Days day(s), plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- MONTHLY RATE** of \$4,250 per month for 24 month(s) plus reimbursable expenses of \$0 for a **total contract amount** of \$102,000.

[The compensation rate format with completed details shall be effective even if the box is not checked.]

- 3.2. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by the District with the exception of a deposit amount required by the Consultant or Contractor upon mutual agreement of Parties.
- 3.3. In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum **NOT TO EXCEED** amount set forth in Section 3.1. The fees due under the Agreement will be prorated in the event either Party terminates this Agreement prior to the expiration date. All amounts payable hereunder shall be paid within thirty (30) days following District's receipt of Contractor's invoice.

4. INDEMNIFICATION

- 4.1. 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, TO THE EXTENT ARISING DIRECTLY 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"), BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS ARE NOT DUE TO THE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.
- 4.2. 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, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, JUDGMENTS AND LOSSES ARE NOT DUE TO THE ACTS OR OMISSIONS OF THE DISTRICT, 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.
- 4.3. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- 4.4. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT’S OBLIGATIONS UNDER STATE AND FEDERAL LAW

- 5.1. 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.
- 5.2. Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (“FERPA”). Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges and agrees to comply with said law and safeguard student information. Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

- 6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The 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.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1. Where applicable, Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student’s progress to the District in a format to be determined by the District.
- 7.1.2. Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include but is not limited to, the following:
 - a. Pre- and Post-intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
 - b. Parent, teacher, counselor, and administrator surveys; and
 - c. Other measures of key performance indicators as defined by the District.
- 7.1.3. The District’s research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but is not limited to:

- a. A comparison of outcome data of program participants with a matched control group of non-participants; and
 - b. Analysis of student outcome data in relation to program cost.
- 7.1.4. The Contractor must follow all applicable District policies, regulations, and guidelines and work at the District's direction regarding the referral of those students who are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.
- 7.1.5. The Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.
- 7.1.6. At a time and place and in a manner mutually agreeable to both parties the District will have the right to inspect and audit the Contractor's records and to observe services being rendered solely and exclusively hereunder. The Contractor must provide access to all records, reports, logs, or other matters relating solely and exclusively to this Contract for the current school year promptly upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by the Contractor for five (5) years and must be available for audit At a time and place and in a manner mutually agreeable to both parties. The Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.
- 7.1.7. . The Contractor must avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District must be immediately disclosed to the School District in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).
- 7.1.8. Upon request by the District, the Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

- 7.2.1. At all times during the Contract Term, the Contractor(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 Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Contractor'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 include 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 Contractor, its employees, agents, representatives or Contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

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

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

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

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

- b. **Automobile Liability Insurance:** The Contractor must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the Contractor 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:** Contractor 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 Contractor must conform to the following requirements:
- The Contractor'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 Contractor 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 Contractor 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 Contractor 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.

- 7.2.2. 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 Contractor’s Policy(ies) required under this Agreement.
- 7.2.3. 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..

7.3. Student Records

- 7.3.1. All student records must be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The District will have the right to inspect and audit the Contractor’s use of student records at any time upon twenty-four (24) hours’ notice. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, the Contractor must turn over to the District all student records for the District’s eligible students to whom the Contractor has provided services under this agreement.
- 7.3.2. Contractor agrees to comply with all applicable Protection of Pupils’ Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3. The Contractor may collect, use, and disclose “personal information,” as defined in the Children’s Online Privacy Protection Act (“COPPA”), from students under the age of thirteen (13) only to the extent permitted by COPPA. Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4. Criminal Background Check

- 7.4.1. 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.

- 7.4.2. 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.
- 7.4.3. The Contractor 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.
- 7.4.4. 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. Subsection 7.4.4 does not apply to a publicly held corporation.

7.5. Accident and Incident Reporting

- 7.5.1. 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.
- 7.5.2. 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.
- 7.5.3. 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.

7.6. Inappropriate Behavior

- 7.6.1. 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.
- 7.6.2. 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.
- 7.6.3. 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 with 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.
- 7.6.4. 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.

7.7. Applicable Laws

- 7.7.1. The Contractor agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which affect the services described herein upon the effective date of such amendments.

8. MISCELLANEOUS

- 8.1. Termination. Either Party may terminate this Agreement at any time, with or without cause.
- 8.2. Credentials. In the event that this Agreement is for Professional Services, Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest. The Contractor, by signing this Agreement, certifies that the Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality. The Contractor further understands that the Contractor is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and

Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), 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.

- 8.5. Proprietary Rights. With the exception of previously registered copyright or trademark materials of the Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Contractor or any other Party related to Contractor without the express prior written consent of the District. Furthermore, Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.
- 8.6. Independent Contractor. It is expressly understood and agreed by both Parties that the District is contracting with the Contractor as an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other Contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other Party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of the Contractor.
- 8.7. Taxes. The Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance. The Contractor must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Contractor.
- 8.9. Hold Harmless. The District and its employees can neither agree to hold the Contractor harmless nor agree to indemnify the Contractor, and any contracts or provisions to the contrary are void.
- 8.10. Waivers. The Parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment. The rights, responsibilities, and duties under this contract are personal to the Contractor and must not be transferred or assigned without the express prior written approval of the District which approval shall not be unreasonably withheld, delayed or conditioned.
- 8.12. Non-Discrimination. The Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.
- 8.13. Purchase Order. The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 8.14. Boycott Israel. Pursuant to Texas Government Code § 2271.002, 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 the Contract.

- 8.15. 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.
- 8.16. 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 Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 8.17. 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.
- 8.18. 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.
- 8.19. 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 Contractor 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 Contractor 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 Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
- 8.21. 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.
- 8.22. 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.
- 8.23. 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.
- 8.24. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

8.24.1. To District:	Fort Worth Independent School District
Name of District Contact:	Alexander Schropp
Address:	7060 Camp Bowie Blvd. Fort Worth, TX 76116

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

8.24.3. To Contractor:
Contractor Firm Name: CareWorks Managed Care Services, Inc.
Name of Vendor Contact: General Counsel - Americas
Address: 8125 Sedgwick Way
Memphis, TN 38125

8.25. 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.

8.26. 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 Follows]

ELECTRONIC SIGNATURE

The Parties here agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and 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: Carmen Arrieta-Candelaria
Name: **Carmen Arrieta-Candelaria**
Title: **Chief Financial Officer**
Date: **November 28, 2023**
Req. #:

FOR CONTRACTOR:

Signed: Teresa Riley
Name: **Teresa Riley**
Title: **SVP-Managed Care Client Services - Careworks**
Date: November 16, 2023

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: [Signature]
Legal Counsel for District
Date: **11/16/2023**

Contractor Employer ID #:

Exhibit A – Services

Responsibilities

Fort Worth ISD is soliciting proposals for the management of its Workers' Compensation Health Care Provider Group within the District's 504 Workers Compensation plan. Failure to attach the required TAB will deem the RFP submission as unresponsive and will not be considered for evaluation or award.

The selected vendor will be responsible for managing the Health Care Provider Group. These responsibilities include: (Please state a plan of action for each of these responsibilities). Label this attachment TAB 12.

1. Assist in the selection of medical providers to adequately provide care for district employees.

Careworks accepts recommendations from examiners, nurses and the District. Our Texas provider network contracting and credentialing team performs clinic site visits in order to ensure that the network providers continue to meet the necessary quality healthcare standards.

The District can request to have specific providers added to their panel through a standard nomination process. Once Careworks makes a nomination on behalf of the District, we follow up with the provider to ensure completion of required paperwork after 30 days and again at 60 days.

Credentialing criteria ensures prospective hospitals, facilities, physicians and ancillary providers adhere to the national URAC, NCQA and/or JCAHO standards. Each panel's selection criteria may vary, but, generally, they are based on the provider's ability to meet the following guidelines:

- Clinical experience treating occupational injuries
- Willingness to work with nurse case managers
- Familiarity with workers' compensation reporting requirements imposed by jurisdictions
- Prompt initial treatment and follow up
- Timeliness in completing required medical report documentation
- Functional improvement treatment philosophy as it pertains to light-duty and RTW programs
- Cooperation with the network's utilization management staff
- Commitment to continuing education and training in the area of workers' compensation

2. Credentialing and re-credentialing of selected providers to include confirmation of medical malpractice insurance.

Careworks provides credentialing of all contracted providers in accordance with TAC 10.82. The credentialing process begins when an applicant submits a completed application form. The applicant must have a current, unlimited and non-probationary license to practice in Texas. Applicants must be able to demonstrate insurability of liability malpractice insurance. They must also have an unrestricted DEA registration or DPS certificate, unless they do not prescribe medications.

Careworks verifies information through state licensing agencies, the national practitioner data bank, federation of state medical boards, office of the inspector general and the AMA physician's master file. Careworks reviews the provider's past five-year history of professional liability claims that resulted in settlements or judgments and performs site visits for all treating physicians. We also may conduct a site visit to the office of any doctor or healthcare practitioner at any time for cause.

The credentialing process for healthcare facilities includes evidence of state licensure, Medicare certification and compliance with other applicable state or federal requirements, (e.g., Bureau of Radon Control certification for diagnostic imaging centers, certification for community mental health centers, and CLIA (Clinical Laboratory Improvement Amendments of 1988) for laboratories).

The network accepts JACHO, URAC and NCQA as national accrediting bodies. The credentialing committee is responsible for ensuring that the qualifications of providers are evaluated objectively prior to acceptance into the network. The committee meets monthly to review applicants' files. In all cases, the network maintains the right to approve credentialing.

The network re-credentials providers every three years and updates information obtained in initial credentialing. Careworks uses quality improvement plans to monitor network providers between the re-credentialing period.

The network also requests updates on the provider's license, DEA and malpractice certificates annually to ensure they are current in these areas.

3. Contracting with selected providers.

Careworks contracts with selected providers. The parties are the medical provider, My Texas Direct and Careworks. The contracts are evergreen.

4. Establishing treatment guidelines that are evidence based, scientifically valid and outcome based.

When a medical provider signs the agreement to join the 504, they agree to accept the ODG as part of their program.

5. Establish a complaint process for injured employees.

The provider handbook includes all contact information, phone, emails and fax numbers to assist with any issues raised related to the 504 physician panel by an injured employee. This information is also included on the website for those non-provider parties that do not have access to the handbook. The resolution process is the same for those non-provider panel cases and adheres to all TDI and DWC statutes and rules.

If the issue identified is not related to a pre-authorization or medical bill process, since those would be handled through TDI-DWC, the others are tracked on the issues and complaint log. That log is maintained by Careworks and is sent to the District and any other internal party (e.g., examiner and/or case manager) to determine the best solution. The communication may be handled by either the District or examiner depending on the nature of the complaint or issue. Otherwise, the communication will be handled by Careworks. Careworks follows the TDI-DWC standard for formal medical disputes and defers to the current rules regarding that process. We provide assistance and answer all inquiries regarding that from any party to the claim to hopefully resolve the issue before any formal process must be requested.

6. Establish a complaint process for medical providers.

The provider handbook includes all contact information, phone, emails and fax numbers to assist with any issues raised related to the 504 physician panel

If the issue identified is not related to a pre-authorization or medical bill process, since those would be handled through TDI-DWC, the others are tracked on the issues and complaint log. That log is maintained by Careworks and is sent to the District and any other internal party (e.g., examiner and/or case manager) to determine the best solution.

The communication may be handled by either the District or examiner depending on the nature of the complaint or issue. Otherwise, the communication will be handled by Careworks.

7. Establish a medical dispute process for injured employees.

The provider handbook includes all contact information, phone, emails and fax numbers to assist with any issues raised related to the 504 physician panel by an injured employee. This information is also included on the website for those non-provider parties that do not have access to the handbook. The resolution process is the same for those non-provider panel cases and adheres to all TDI and DWC statues and rules.

Careworks follows the TDI-DWC standard for formal medical disputes and defers to the current rules regarding that process. We provide assistance and answer all inquiries regarding that from any party to the claim to hopefully resolve the issue before any formal process must be requested.

8. Establish a medical dispute process for medical providers.

Careworks follows the TDI-DWC standard for formal medical disputes and defers to the current rules regarding that process. We provide assistance and answer all inquiries regarding that from any party to the claim to hopefully resolve the issue before any formal process must be requested.

Careworks follows the TDI-DWC standard for formal medical disputes and defers to the current rules regarding that process. We provide assistance and answer all inquiries regarding that from any party to the claim to hopefully resolve the issue before any formal process must be requested.

9. Assist in establishing a fee schedule.

Careworks will continue to assist the District in establishing fee schedules for network providers. Careworks contracting team works to obtain the best discounts in contracts to account for the greatest savings, using the Texas Workers' Compensation Fee Schedule.

10. Assist in establishing communication guidelines for providers.

We require that medical providers complete the current form i, DWC-73, to address both medical and work status. In addition, we accept a narrative report that includes the medical and work status as well as the treatment plan. Most providers automatically provide both documents so there is a clear understanding of what the injured employee and the District can expect for treatment. The Texas 504 also allows a medical provider to submit a detailed treatment plan for preauthorization that could eliminate the need to submit individual preauthorization requests.

Upon completion of the medical appointment with the injured employee, we require the medical providers to provide this information in writing. The narrative may be sent later to the District and Careworks, but the DWC-73 is to be provided to the injured employee before they leave their office.

The examiner, or when applicable the case manager, will be responsible for obtaining the required information to share with the District.

11. Medical bill audit.

Our staff of professional analysts and nurses, combined with our sophisticated rules-based technology and proven process, ensures that our customers only pay what they are responsible for.

Our technology uses an advanced rules engine to identify and apply a re-pricing matrix that includes fee schedules; usual and customary rates (UCR); patient capture ratio (PCR); state rules; American Medical Association coding edits; Official Disability Guidelines/International Classification of Disease-10 (ODG/ICD-10) validation; and utilization review decisions. It also identifies billing discrepancies that would benefit from professional and/or clinical review.

We adjust bills to the fee schedule and leverage discounted rates from our preferred provider organization (PPO) network providers to maximize savings. We analyze every bill to ensure our customers pay the right amount.

To help clients manage the cost of claims, Careworks offers online access for claim examiners to view and release audited medical bills before finalization. Remote access is available through our portal that runs seamlessly in all web browsers. Our innovative medical bill management application ensures that users have critical real-time information about each bill and bill history at his or her fingertips.

We provide real-time access to all information, standard reporting and workflow tools. It allows users to see the status of any bill in the system. This interface has flexible security options allowing clients to share information within their organization. Careworks' reporting module can provide bill-level or line-level data in a tab-delimited file in order to meet clients' specific reporting needs.

12. Communication with TPA via data downloads.

Careworks will continue to communicate with the District in the required manner.

13. Preauthorization.

Careworks maintains a preauthorization list of services and conducts an annual analysis of preauthorization to determine if changes to the lists of services need to be modified.

14. Utilization Review.

If a nurse feels treatment varies from the treatment guidelines, he/she will refer the request to a physician advisor. The physician advisor contacts the treating physician to gain consensus for treatment, RTW goals and potential alternative treatment strategies. This ensures education and training of medical providers to ensure consistent application of utilization protocols.

Authorizations are issued in writing to all involved parties and includes a description of the service or treatment that was approved, a start and end date, a reference or tracking number and the number of days or units approved. Adverse determinations are issued in writing to all parties and include the physician advisor's name who issued the adverse determination is included on the written notification and includes credentials and licensure of the physician advisor. In addition, the written notification includes a description of the service or treatment requested, a tracking number, a summary of the clinical guidelines used to make the determination, the rationale for how the decision was made, instructions on how to file an appeal and an opportunity to request the clinical guidelines used to make the determination.

15. Resolve issues regarding the Health Care Group with TDI.

Careworks will continue to work with the District to resolve any issues related to the Health Care Group.

16. Cooperation with the Return to Work Program.

The success of any program also relies on the return-to-work program of the public entity. If the injured employee is not released to full duty or modified duty within three weeks of the initial evaluation, a referral for a diagnostic (e.g., MRI) is required and a referral to a specialist must be made. We will work as a consultant to review the policies that allow for modified duty. We will assist in training key managers, department heads and supervisors through the implementation of the 504 process to ensure they understand their important role to make the overall outcome successful.

17. Measurement of outcomes on a regular basis.

A 504 is a great opportunity to reduce costs of your workers' compensation program. However, some of those "savings" is the impact to the injured employee and the positive experience for them. Here are some of those savings and how they are achieved:

- The 504 programs look at not only the individual contracted rates, which can be negotiated under fee schedule, but a bigger focus is on the utilization. By partnering with specific providers and requiring the use of the Official Disability Guidelines (ODG) the utilization of physical medicine is reduced from those claims that are not handled under a similar program. Therefore, the number of PT/OT or work hardening is reduced, thus saving the District in medical costs.
- Preauthorization is another area that we have made a significant impact on for our clients. This is where we can not only save the District the expense of the preauthorization but one where the injured employee and provider should have a more positive experience. When reviewing the history of preauthorization for the clients using the 504 program(s) we discovered most of the soft tissue injuries required physical therapy immediately following the initial evaluation. Therefore, instead of requiring preauthorization for those services, we allow for up to four weeks or 12 visits prior to preauthorization. Likewise, when a compensable surgery is performed, we allow for up to 20 visits post-op prior to requiring preauthorization. Therefore the provider can immediately start the care and the injured employee is taken care of without waiting for paperwork to be completed. The District also does not have to pay for any unnecessary preauthorizations.
- There are requirements of the treating physician as the gatekeeper of the medical for the injured employee. If the injured employee is not released to full duty or modified duty within three weeks of the initial evaluation, a referral for a diagnostic (e.g., MRI) is required and a referral to a specialist must be made. This is to accelerate the care of the injured employee. Again, this reduces the overall cost of the claim as the individual is getting to a more intensive evaluation to determine if surgical intervention, for example, is needed, versus extended conservative care. While we believe conservative care has its place, when we evaluate the historical information on surgical cases we recognized early intervention was a key factor on reducing costs as well as the overall positive experience of the injured employee.
- Under the 504 we are not required to contract with diagnostic, PT/OT facilities or hospitals. However, we have entered into agreements that allow us to leverage our volume of referrals to obtain discounts for the diagnostic, PT/OT and DME services as well as home health care when needed.

18. Notification to employees of their rights and responsibilities

Careworks will continue to work with the District with regards to notifications as needed to the injured employee.

Exhibit B – Deliverables

See Section 1.3.

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE RATIFICATION FOR BUDGET, FINANCIAL, AND COMPARATIVE ANALYTICS SUBSCRIPTION RENEWAL

BACKGROUND:

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for Budget, Financial, and Comparative Analytics Subscription Renewal

FUNDING SOURCE:

Additional Details

General Fund

199-41-6399-001-750-99-431-000000

COST:

\$50,608.32

VENDOR(S)/PROVIDER(S):

Frontline Education

PURCHASING MECHANISM:

Cooperative Agreement

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

Business and Finance Division

RATIONALE:

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

INFORMATION SOURCE:

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



Fort Worth Independent School District

11/15/2022

Prepared for:

Jim Nevins

Fort Worth Independent School District

100 N University Dr., Fort Worth, Texas, 76107-1360



Jim Nevins
Fort Worth Independent School District
Fort Worth, Texas

Dear Jim Nevins:

Thank you for requesting a proposal and pricing for Analytics Solution.

Frontline Education is the leading provider of school administration software, empowering strategic K-12 leaders with the right tools, data and insights to proactively manage human capital, business operations and special education.

Frontline has a proven 20-year track record of supporting districts with secure, reliable software built exclusively for K12 districts. More than 12,000 educational organizations, including over 80,000 schools and millions of educators, administrators and support personnel from all over the United States partner with Frontline.

This proposal contains descriptions of the applications within Analytics Solution and investment estimates including: annual subscription fees, one-time implementation fees, and administrator training with related terms and conditions.

We look forward to partnering with you to implement Analytics Solution in support of your district's strategic initiatives.

Sincerely,

Chrissy Goucher

cgoucher@frontlineed.com

Why Choose Frontline Education?

Since our inception in 1998, Frontline has built intuitive software to help district- and school-level administrators effectively manage and support employees. We know employees – both teaching and non-teaching staff – have a tremendous impact on students, along with the administrators supporting them. Together, these individuals make up the “front line of education.”

Designed for the unique needs of schools, Frontline’s products are built on a foundation of best practices. With a sole focus on K-12 education for more than 20 years, the Frontline team includes many experienced education professionals. From teachers and K-12 human resources professionals to curriculum & instruction leaders and more, Frontline’s employees understand education and district needs based on real-world experience. From our work with thousands of districts, we’ve gained an unparalleled depth of experience to support effective implementations and continued support.

By education, for education. That philosophy of collaboration drives everything at Frontline, from the way we build our technology, our exceptional customer service to the extensive research and resources we provide beyond the software. We serve the front line so you can focus on impacting student learning.

Our Commitment Goes Beyond the Software



Purpose-Built for K12



Award-Winning Client Services



Industry-Leading Security



Commitment to Integrated Systems



Original K12 Research & Insights



Free Resources for Education Leaders

Frontline Awards and Certifications



Client Testimonials

“We’ve been working toward going completely paperless, and we felt Frontline was an answer to finish out that goal. I think we’re going to be able to lose a lot of redundancy in functions we had by going to Frontline.”

Robert Whitman – Assistant Superintendent of Human and Student Resources, Willis ISD

“It’s all in one piece and so it just absolutely has allowed us to make good use of taxpayer money as it relates to employees by being able to make sure that they spend the fruit of their work in doing what’s right for onboarding.”

Rick Rodriguez - Assistant Superintendent HR, Lubbock ISD



Budget Management Analytics

Standard Implementation Services

Statement of Work: Budget Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



<ul style="list-style-type: none"> • Sales Handoff • Kickoff Call • Introduction Call with District Team • Determine project timeline 	<ul style="list-style-type: none"> • Data Acquisition for initial setup 	<ul style="list-style-type: none"> • Data Mapping • Building of Budget and Planning Models 	<ul style="list-style-type: none"> • Review and Validate Data (IS Team pre-handoff) 	<ul style="list-style-type: none"> • Model Handoff to Advisor and CSM • Advisor review for reasonableness 	<ul style="list-style-type: none"> • Provide model access to client • Provide access to Training 	<ul style="list-style-type: none"> • Project closeout process is completed by all parties • Client enters Support Phase
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The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- Budget Model – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- Planning Model – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- CSM – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- Advisor – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.



Scope/Deliverables*

Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

*There may be additional, state-specific reports and dashboards available.

Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

*There may be additional, state-specific reports and dashboards available.

Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

Initial Datasets

Budget Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

Financial Planning Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity



Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

IT Department

- Will work with Frontline Education Support teams to ensure:
 - Data Acquisition is successful and timely
 - Support setup of automated data transfer for maintenance of models.
 - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Support solution integrations as needed

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.



Accounts Payable
Fort Worth Independent School District
100 N University Dr.
Fort Worth TX 76107-1360

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9014719 Fort Worth ISD	\$18,150.00	\$18,150.00
9	Budget Management Analytics - powered by Forecast5 - Additional User	7/1/2023	6/30/2024	9014719 Fort Worth ISD	\$1,100.00	\$9,900.00

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$28,050.00

TOTAL DUE \$28,050.00
by 7/31/2023

Accounts Payable
 Fort Worth Independent School District
 100 N University Dr.
 Fort Worth TX 76107-1360

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION
Please send checks to:

 Frontline Technologies Group LLC
 PO Box 780577
 Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

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Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

 Please send remittance advice to Billing@FrontlineEd.com.

 You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9014719 Fort Worth ISD	\$10,165.73	\$10,165.73
1	Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/1/2023	6/30/2024	9014719 Fort Worth ISD	\$12,392.59	\$12,392.59

As you are aware, Forecast5 has joined the Frontline Education family. You may notice product names look a bit different, but the actual products and services you have contracted through Forecast5 have not changed in any way. Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

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SUBTOTAL \$22,558.32

TOTAL DUE \$22,558.32
by 7/31/2023

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING
NOVEMBER 30, 2023**

BACKGROUND:

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

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended November 30, 2023
2. Decline to Approve Budget Amendment for the Period Ended November 30, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended November 30, 2023

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

School(s)/Department(s)

RATIONALE:

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

INFORMATION SOURCE:

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

**General Fund
Budget Amendment
2023-2024**

		Consolidated General Fund 2023-2024 Amended Budget 10/31/2023	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 11/30/2023
<u>REVENUE & OTHER SOURCES</u>				
5700	Local Revenue	\$519,067,626	\$0	\$519,067,626
5800	State Revenue	\$265,550,256	\$0	\$265,550,256
5900	Federal Revenue	\$16,385,807	\$0	\$16,385,807
7900	Other Sources	\$500,000	\$0	\$500,000
Total Revenue & Other Sources		\$801,503,689	\$0	\$801,503,689
<u>EXPENDITURES</u>				
11	Instruction	\$472,068,889	(\$737,428)	\$471,331,461
12	Instruction Resources and Media Services	\$12,064,726	(\$185,754)	\$11,878,972
13	Curriculum and Instructional Staff Development	\$12,752,194	\$157,141	\$12,909,335
21	Instructional Administration	\$16,457,108	\$220,961	\$16,678,069
23	School Administration	\$52,794,773	(\$349,861)	\$52,444,912
31	Guidance and Counseling Services	\$46,867,844	\$178,192	\$47,046,036
32	Social Work Services	\$4,972,140	\$672,113	\$5,644,253
33	Health Services	\$13,032,186	(\$471,372)	\$12,560,814
34	Student Transportation	\$38,686,416	\$0	\$38,686,416
35	Food Services	\$479,214	\$6,500	\$485,714
36	Cocurricular/Extracurricular Activities	\$20,800,571	\$33,523	\$20,834,094
41	General Administration	\$25,722,393	(\$41,344)	\$25,681,049
51	Plant Maintenance and Operations	\$102,411,682	\$140,245	\$102,551,927
52	Security and Monitoring Services	\$16,164,655	(\$272,903)	\$15,891,752
53	Data Processing Services	\$32,896,347	\$733,449	\$33,629,796
61	Community Services	\$5,107,928	\$27,188	\$5,135,116
71	Debt Service	\$3,000,000	\$0	\$3,000,000
81	Facilities Acquisition & Construction	\$9,837,975	\$0	\$9,837,975
91	Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95	Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
Total Budgeted Expenditures		\$897,547,138	\$110,650	\$897,657,788
Total Deficit		(\$96,043,449)	(\$110,650)	(\$96,154,099)
Beginning Fund Balance (Audited)		401,675,275		401,675,275
Fund Balance-Ending (Unaudited)		\$305,631,826	(\$110,650)	\$305,521,176

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2023-2024 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



	ORIGINAL	ADD/ SUBTRACT	8/31/2023	ADD/ SUBTRACT	9/30/2023	ADD/ SUBTRACT	10/31/2023	ADD/ SUBTRACT	11/30/2023
Revenue and Other Sources									
5700 Local Revenue	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626
5800 State Revenue	265,550,256.00	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256
5900 Federal Revenue	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807
7900 Other Sources	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000
Total Revenue & Other Sources	\$801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689
Expenditures									
11 Instruction	\$ 452,855,627	\$17,143,402	469,999,029	\$ 298,737	\$ 470,297,766	\$ 1,771,123	\$472,068,889	\$ (737,428)	\$ 471,331,461
12 Instructional Resources and Media Services	12,043,156	-	12,043,156	23,121	12,066,277	(1,551)	12,064,726	(185,754)	11,878,972
13 Curriculum and Instructional Staff Development	12,911,081	-	12,911,081	(115,630)	12,795,451	(43,257)	12,752,194	157,141	12,909,335
21 Instructional Administration	16,651,180	10,218	16,661,398	(268,444)	16,392,954	64,154	16,457,108	220,961	16,678,069
23 School Administration	52,725,631	-	52,725,631	50,076	52,775,707	19,066	52,794,773	(349,861)	52,444,912
31 Guidance and Counseling Services	46,782,032	-	46,782,032	86,258	46,868,290	(446)	46,867,844	178,192	47,046,036
32 Social Work Services	4,924,376	-	4,924,376	47,764	4,972,140	-	4,972,140	672,113	5,644,253
33 Health Services	13,018,700	-	13,018,700	13,481	13,032,181	5	13,032,186	(471,372)	12,560,814
34 Student Transportation	22,731,086	16,531,829	39,262,915	(58,499)	39,204,416	(518,000)	38,686,416	-	38,686,416
35 Food Services	426,614	-	426,614	135,512	562,126	(82,912)	479,214	6,500	485,714
36 Cocurricular/Extracurricular Activities	20,321,670	490,028	20,811,698	(13,862)	20,797,836	2,735	20,800,571	33,523	20,834,094
41 General Administration	26,130,271	5,250	26,135,521	(39,986)	26,095,535	(373,142)	25,722,393	(41,344)	25,681,049
51 Plant Maintenance and Operations	97,511,340	4,022,641	101,533,981	1,202,223	102,736,204	(324,522)	102,411,682	140,245	102,551,927
52 Security and Monitoring Services	15,788,569	374,823	16,163,392	1,263	16,164,655	-	16,164,655	(272,903)	15,891,752
53 Data Processing Services	30,928,534	3,804,942	34,733,476	(1,305,879)	33,427,597	(531,250)	32,896,347	733,449	33,629,796
61 Community Services	5,146,066	-	5,146,066	(56,135)	5,089,931	17,997	5,107,928	27,188	5,135,116
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	1,500,000	8,337,975	9,837,975	-	9,837,975	-	9,837,975	-	9,837,975
91 Contracted Instructional Services between Public Sch	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002
95 Payments to Juvenile Justice Alt Ed Program	45,000	-	45,000	-	45,000	-	45,000	-	45,000
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095
Total Budgeted Expenditures	\$846,826,030	50,721,108	\$897,547,138		\$ 897,547,138		\$897,547,138	110,650	\$ 897,657,788
Total Deficit	\$ (45,322,341)	(50,721,108)	\$ (96,043,449)		\$ (96,043,449)		\$ (96,043,449)	(110,650)	\$ (96,154,099)
Beginning Fund Balance (Unaudited - Estimated)	408,517,736		408,517,736		408,517,736		408,517,736		408,517,736
Fund Balance - Ending (Unaudited)	\$363,195,395	(\$50,721,108)	\$312,474,287		\$312,474,287		\$312,474,287	(\$110,650)	\$312,363,637

November 30, 2023 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199 - 2023-2024 Payroll Realignment		672,456	
	Campus/Dept. normal course of District operations		64,972	
	Overall effect on Function 11	0	737,428.00	(737,428)
12	Fund 199 - 2023-2024 Payroll Realignment		185,754	
	Overall effect on Function 12	0	185,754	(185,754)
13	Fund 199 - 2023-2024 Payroll Realignment	157,141		
	Overall effect on Function 13	157,141.00	0	157,141
21	Fund 196 - TIA Designation Fees	110,650		
	Fund 199 - Region 11 ISS renewal	100,000		
	Campus/Dept. normal course of District operations	10,311		
	Overall effect on Function 21	220,961.00	0	220,961
23	Fund 199 - 2023-2024 Payroll Realignment		349,861	
	Overall effect on Function 23	0	349,861.00	(349,861)
31	Fund 199 - 2023-2024 Payroll Realignment	178,062		
	Campus/Dept. normal course of District operations	130		
	Overall effect on Function 31	178,192	0	178,192
32	Fund 199 - 2023-2024 Payroll Realignment	672,113		
	Overall effect on Function 32	672,113	-	672,113
33	Fund 199 - 2023-2024 Payroll Realignment		471,372	
	Overall effect on Function 33	0	471,372.00	(471,372)
	Overall effect on Function 35	6,500	-	6,500
36	Fund 199 - Video Board upgrade	33,523		
	Overall effect on Function 36	33,523	0	33,523
41	Campus/Dept. normal course of District operations		41,344	
	Overall effect on Function 41	-	41,344	(41,344)
51	Fund 199 - 2023-2024 Payroll Realignment	140,245		
	Overall effect on Function 51	140,245	-	140,245
52	Fund 199 - 2023-2024 Payroll Realignment		272,903	
	Overall effect on Function 52	0	272,903.00	(272,903)
53	Fund 199 - 2023-2024 Payroll Realignment	733,449		
	Overall effect on Function 53	733,449.00	0	733,449
61	Campus/Dept. normal course of District operations	27,188		
	Overall effect on Function 61	27,188	0	27,188
	Total	2,169,312	2,058,662	110,650.00

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE PURCHASE OF EMPLOYEE FORM MANAGEMENT SYSTEM SOFTWARE**

BACKGROUND:

This employee form management system software integrates a variety of employee data to create a centralized employee system of record. The Talent Management Division is requesting approval to purchase this management system software which maintains the integrity of the data and features robust reporting capabilities. The initial contract for this system software runs from January 19, 2024, through June 30, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Employee Form Management System Software
2. Decline to Approve Purchase of Employee Form Management System Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Employee Form Management System Software

FUNDING SOURCE: **Additional Details**

General Fund 199-41-6399-001-750-99-105-000000

COST:

\$78,781.56

VENDOR(S)/PROVIDER(S):

Frontline Technologies Group LLC

PURCHASING MECHANISM:

Cooperative Agreement
Allied States – Contract #17-7247

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

District - Wide

RATIONALE:

Approval for the employee form management system software will allow the District to continue to successfully manage and process all employee-related forms and information.

INFORMATION SOURCE:

Woodrow W. Bailey III, Chief Talent Officer, Talent Management



Fort Worth Independent School District

12/06/2023

Prepared for:

Woodrow Bailey

Fort Worth Independent School District

7060 Camp Bowie Blvd, Fort Worth, Texas, 76116



Woodrow Bailey
Chief Talent Officer
Fort Worth Independent School District
Fort Worth, Texas

Dear Woodrow Bailey:

Thank you for requesting a proposal and pricing for Frontline Central Solution.

Frontline Education is the leading provider of school administration software, empowering strategic K-12 leaders with the right tools, data and insights to proactively manage human capital, business operations and special education.

Frontline has a proven 20-year track record of supporting districts with secure, reliable software built exclusively for K12 districts. More than 12,000 educational organizations, including over 80,000 schools and millions of educators, administrators and support personnel from all over the United States partner with Frontline.

This proposal contains descriptions of the applications within Frontline Central Solution and investment estimates including: annual subscription fees, one-time implementation fees, and administrator training with related terms and conditions.

We look forward to partnering with you to implement Frontline Central Solution in support of your district's strategic initiatives.

Sincerely,

Jaclyn Harvey

jharvey@frontlineed.com



REVIEW OF FRONTLINE CENTRAL

Frontline Central is an electronic employee records management system that enables districts to securely and efficiently manage employee information online and streamline time-consuming manual processes, such as new hire onboarding, employee contract renewals and distribution of policy notices. Districts can save time and improve efficiency with customized workflows, automated reminders and secure digital storage.

Frontline Central securely automates onboarding and day-to-day operational forms and allows you to efficiently manage annual contract renewals online. It provides permissions-based visibility to employee records so you can ensure forms are completed and approved on time, by the right people.

Why Choose Frontline Education?

Since our inception in 1998, Frontline has built intuitive software to help district- and school-level administrators effectively manage and support employees. We know employees – both teaching and non-teaching staff – have a tremendous impact on students, along with the administrators supporting them. Together, these individuals make up the “front line of education.”

Designed for the unique needs of schools, Frontline’s products are built on a foundation of best practices. With a sole focus on K-12 education for more than 20 years, the Frontline team includes many experienced education professionals. From teachers and K-12 human resources professionals to curriculum & instruction leaders and more, Frontline’s employees understand education and district needs based on real-world experience. From our work with thousands of districts, we’ve gained an unparalleled depth of experience to support effective implementations and continued support.

By education, for education. That philosophy of collaboration drives everything at Frontline, from the way we build our technology, our exceptional customer service to the extensive research and resources we provide beyond the software. We serve the front line so you can focus on impacting student learning.

Our Commitment Goes Beyond the Software



Purpose-Built for K12



Award-Winning Client Services



Industry-Leading Security



Commitment to Integrated Systems



Original K12 Research & Insights



Free Resources for Education Leaders

Frontline Awards and Certifications



Client Testimonials

“We’ve been working toward going completely paperless, and we felt Frontline was an answer to finish out that goal. I think we’re going to be able to lose a lot of redundancy in functions we had by going to Frontline.”

Robert Whitman – Assistant Superintendent of Human and Student Resources, Willis ISD

“It’s all in one piece and so it just absolutely has allowed us to make good use of taxpayer money as it relates to employees by being able to make sure that they spend the fruit of their work in doing what’s right for onboarding.”

Rick Rodriguez - Assistant Superintendent HR, Lubbock ISD

INVESTMENT SUMMARY

(Proposal pricing expires on 12/20/2023)

End User	Description	Start Date	End Date	Amount
Fort Worth Independent School District	Frontline Central Solution	1/19/2024	6/30/2024	\$67,781.56
Fort Worth Independent School District	Frontline Implementation			\$11,000.00
			INITIAL TERM TOTAL	\$78,781.56

End User	Description	Start Date	End Date	Amount
Fort Worth Independent School District	Frontline Central Solution	7/01/2024	6/30/2025	\$151,780.80
			RECURRING TOTAL	\$151,780.80



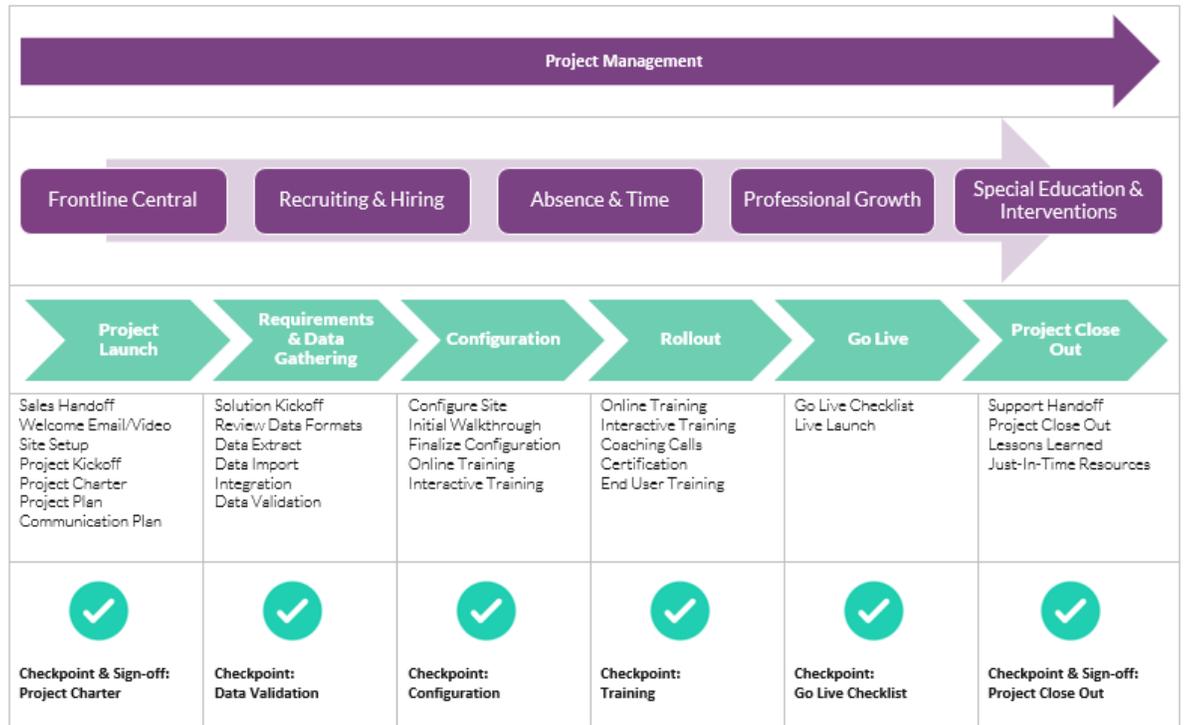
Frontline Central

Standard Implementation Services

Statement of Work: Frontline Central Implementation Services

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client’s onboarding process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led remote training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Calls: periodic project status calls throughout implementation to review progress to the project schedule
- Project Close Out Call



Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide configuration services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –

Setups	Pre-configured with Applicant Tracking System	Frontline Education Configuration Services
Forms	N/A	Up to 12 forms

Data Imports

During implementation, we will import the following data formatted in our standard templates, where applicable. Online Training courses and consultation will be provided to show you how to maintain this data on an ongoing basis after the initial import.

- Employees

Systems Integration

Integrations exist within Frontline Education solutions. Specific examples of configurable integration types include --

- Standard integration with Frontline Education Solutions' Recruiting and Hiring.

Reporting

- Employee Extract

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- Onsite training
- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Frontline Central implementation project runs 8 - 10 weeks from project kickoff. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)



Task	Start	End	2018	
			Jan	Feb
Sample Solution Rollout	1/2/18	2/27/18	[Progress bar spanning Jan and Feb]	
Project Kickoff	1/2/18	1/8/18	[Progress bar in Jan]	
Insights Platform Migration (clients with existing Frontline solutions)	2/14/18	2/27/18		[Progress bar in Feb]
Frontline Central	1/10/18	2/27/18	[Progress bar spanning Jan and Feb]	

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System administrator: e.g. HR admin, or IT.
- The “point person” contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: new records, packets, and forms
 - Sending/tracking/completing forms

IT Department

- Will work with Frontline Education Support teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Potentially support in-solution integrations

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.



Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.



**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: **APPROVE PARTNER AGREEMENT BETWEEN TARRANT COUNTY ADULT EDUCATION AND LITERACY CONSORTIUM AND FORT WORTH ISD ADULT EDUCATION**

BACKGROUND:

This agreement sets forth the terms to continue providing Adult Basic Education (ABE), Adult Secondary Education (ASE), High School Equivalency (HSE) preparation, English as a Second Language (ESL), Integrated Education and Training (IET), Workplace Literacy Industry Specific, EL Civics and Citizenship courses to participants in Tarrant County. The Fort Worth ISD Adult Education program provides educational and career enhancement training opportunities to meet the learning needs of adults with skills deficiencies across Tarrant County. This program is promoting continued learning that will prepare adults for higher education or skills training leading to a state in-demand credential or career advancement. This Agreement will commence on July 1, 2024.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Partner Agreement Between Tarrant County Adult Education and Literacy Consortium and Fort Worth ISD Adult Education
2. Decline to Approve Partner Agreement Between Tarrant County Adult Education and Literacy Consortium and Fort Worth ISD Adult Education
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Partner Agreement Between Tarrant County Adult Education and Literacy Consortium and Fort Worth ISD Adult Education

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 Department

RATIONALE:

Over the last four (4) years the program has enrolled over 8300 adults across Tarrant County. We have met 100% of our career training goals over the past three (3) years and increased the (HSE) High School Equivalency enrollment by 32 %. We have also added two (2) new career training partners and four (4) new state recognized career trainings.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships



TARRANT COUNTY ADULT EDUCATION AND LITERACY CONSORTIUM

PARTNER AGREEMENT

PURPOSE:

The following Tarrant County Adult Education and Literacy Consortium (the Consortium) Partner Agreement (the Agreement) sets forth the terms of agreement between the following participating partners, regarding implementation of the Workforce Innovation and Opportunity Act (WIOA), Adult Education and Family Literacy (AEFLA), Temporary Aid to Needy Families (TANF), National Literacy Act and Tarrant County Literacy programs.

AGREEMENT PRINCIPALS:

In accordance with state statutes and AEL rules, 40 TAC § 805.42 the following functions are represented among the consortium members or partners:

AEL Grant Recipient, AEL Fiscal Agent, and AEL Lead Organization of the Consortium:

–Tarrant County Workforce Development Board dba Workforce Solutions for Tarrant County

AEL Service Provider(s):

- Arlington Independent School District,
- Arlington (City of)/Arlington Public Library,
- Fort Worth Independent School District,
- Goodwill Industries
- Tarrant County College,
- Tarrant Literacy Coalition
- Link-Ed
- The Women's Center

Although not listed in the above rules, the Consortium includes the non-signing community partners of:

- Texas Department of Assistive and Rehabilitative Services

Contact information for all principals to this Agreement is found on page 7.



Program Description

The Adult Education/National Literacy Act (AEL) program provides adult basic education (ABE) skills, instruction/remediation, adult secondary education (ASE), High School Equivalency (HSE) preparation, English as a Second Language (ESL), Integrated Education and Training (IET), Workplace Literacy Industry Specific, EI Civics (IET), and Citizenship courses to participants in Tarrant County.

I. Duration of Agreement

This Agreement will commence on July 1, 2024, and shall remain in full force and effect until the agreement is cancelled in accordance with Section VII of the Agreement.

II. Purpose of the Consortium Agreement

The Consortium is a partnership of educational, workforce development, social service entities, and other public and private organizations that have agreed to partner, collaborate, and plan to meet the goal to transition more people upward into HSE graduation, employment, or higher education. Consortium members will function as partners in supporting all programs to meet their goals and the needs of Tarrant County residents.

The Consortium will leverage resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents. Funds awarded to the Consortium will be directed by the grant recipient and fiscal agent organization and administered by the appropriate partner.

The role of the Consortium will be to have the authority and the responsibility to carry out the following functions for all acquired resources:

- Develop strategies for system improvements.
- Oversee, analyze, and adjust strategy implementation.
- Monitor and Ensure achievement of Federal and State goals and targets.
- Set local performance goals and targets, in addition to the State goals and targets.
- Set evaluation standards.
- Track performance, expenditures, and continuous improvement; and
- Generate additional resources.

Each participating partner will designate an authorized representative of their organization empowered to carry out the functions of the consortium.

The Consortium will meet at least twice annually.

By forming this Consortium, the partners have established a cooperative and mutually beneficial relationship to:



- Set forth the relative responsibilities of the partners insofar as they relate to planning and implementation of the WIOA, Title II Adult Education/National Literacy Act and Tarrant County Literacy programs both federally funded and not federally funded.
- Jointly apply for funding as a Consortium of agencies when the Request for Proposal (RFP) is released from The Texas Workforce Commission (TWC) to operate the Adult Education, TANF, and National Literacy Act.
- Designate organizations to perform the required roles of Consortium Lead Organization, Grant Recipient and Fiscal Agent to implement the programs funded by the grant from TWC.
- Immediately begin implementation of planned strategies for accelerated learning, improved transitions to employment or post-secondary education, and expanded capacity as will be described in the application for funds.

III. Designation of Consortium Roles

The Partners hereto agree that:

- A. Tarrant County Workforce Development Board dba Workforce Solutions for Tarrant County will serve as the Consortium Lead, grant recipient and fiscal agent for the programs funded by the TWC grant.
- B. Sub-Recipients include all parties that provide services using AEL grant funds. Sub-Recipient's responsibilities include, but are not limited to, facilitating day to day operations, monitoring, technical assistance, professional development, reporting, and ensuring service coverage for the workforce area as defined in Texas Labor Code, Section 805, Subchapter C, §805.42. In addition, Sub-Recipients will designate a representative to participate on the Planning Committee and assist with establishing Standard Operating Procedures (SOP) to be used throughout the Consortium.

IV. Roles and Responsibilities

A. Lead Organization

The lead organization is designated as the Consortium manager and is responsible for planning and leadership responsibilities as outlined below:



- Act as a convener of and a neutral broker for the Consortium and will not directly serve customers.
- Advocate with TWC and other stakeholders to ensure policies are reflective of and responsive to the needs of Tarrant County and the members of the Consortium.
- Provide support to the Consortium in planning the Consortium's goals and implementing its strategic plan.
- Facilitate the development of a multi-year strategic plan (for approval by the Consortium) that will guide the Consortium in achieving its goals.
- Provide all management functions for Consortium meetings.
- Report regularly to the Consortium on the progress of the Consortium in meeting its responsibilities and goals.
- Promote the county and statewide visibility of the Consortium.
- Develop and implement marketing strategies and materials to increase resource generation opportunities for the Consortium and members.
- Develop and secure agreements with businesses and organizations to deliver high quality education and training.
- Identify and secure funding opportunities for the Consortium and its members, including appropriate grants.
- Identify and secure opportunities for the Consortium to become a significant player in the economic development community.
- Represent the organization to elected and appointed governmental officials on a local, state, and national level.
- Represent the organization to businesses and organizations.
- Establish long-term and mutually beneficial relationships with regional and national organizations.
- **Mediate between partners, if necessary.**



B. Grant Recipient and Fiscal Agent, may or may not be the same organization of Lead Organization

The grant recipient is awarded the AEL funds and shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. The grant recipient will implement the grant within the Consortium's approved plan.

The AEL grant recipient's responsibilities include, but are not limited to, communication with TWC for day-to-day administrative concerns, monitoring, technical assistance, professional development, reporting, and ensuring workforce area coverage as defined in Texas Labor Code, Section 805, Subchapter C, §805.42.

In addition, the grant recipient will:

- Provide regular reporting to the Consortium regarding service delivery sites, enrolments, performance, expenditures, and monitoring results.
- Notify the Consortium of TWC communications related to performance or expenditures.
- Negotiate budgets and enter into agreements with service providers for the execution of the Consortium plan.
- Report to the Consortium the budgets that are negotiated with service providers within the parameters of the Consortium established allocations.
- Faithfully execute the strategic plan(s) developed by the Consortium.
- Function as the fiscal agent responsible for making and filing all financial reports to the Texas Workforce Commission (TWC) on behalf of the consortium.

The grant recipient and fiscal agent will serve as Consortium member and share the responsibilities and functions of the Consortium with all members as outlined in Section II of this agreement.

C. Service Providers

Service providers provide direct AEL services on a coordinated basis within the workforce area in accordance with the application for funding or the most recent annual plan.

Service providers will serve as Consortium members and share the responsibilities and functions of the Consortium with all members as outlined in Section II of this agreement.

V. General Provisions

It is understood by all partners of the Consortium that they should be able to fulfill their responsibilities under this Agreement in accordance with the provisions of



law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any partner is unable to perform its functions under this agreement consistent with such partner's statutory and regulatory mandates, the affected partner shall immediately provide written notice to the lead organization to establish a date for mutual resolution of the conflict.

VI. Allocation of Costs

The participants in this Partner Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a Supplemental Agreement, shall any partner be obligated to pay or reimburse any expense incurred by the other partner under this Agreement.

VII. Amendments or Withdrawal from the Consortium

The Agreement may be amended at any time in writing and by mutual consent of the partners. The Agreement may be modified, or partners may withdraw from the consortium upon thirty (30) days written notice except where the withdrawal is for cause, i.e., a material and significant breach of any of the provisions of this Agreement, the partner may be withdrawn upon delivery of written notice to the partner.

If a consortium member withdraws from a service delivery contract, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the TWC contract manager. The AEL grant recipient must coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval.



VIII. Contact Information for Partners of this Agreement

Organization	Person	Phone	Email
<i>Arlington ISD</i>	Jacquelyn Minor	682-867-2383	jminor@aisd.net
<i>Arlington Public Library</i>	Cristen Williams	817-459-6987	Cristen.williams@arlingtontx.gov
<i>Ft. Worth ISD</i>	Nydia Lewis	817-815-7750	Nydia.lewis@fwisd.org
<i>Goodwill Industries</i>	Romney E Guy	817-332-7866	rguy@goodwillfw.org
<i>Tarrant County College</i>	Jennifer Schmidt	817-515-2586	Jennifer.schmidt@tccd.edu
<i>Tarrant Literacy Coalition</i>	Wes Young	682.978.0929	wyoung@tarrantliteracycoalition.org
<i>Link-Ed</i>	Claire Graham	817-336-0808	c.graham@link-ed.org
<i>The Women's Center</i>	Terri Rios	817-927-4050	trios@womenscentertc.org
<i>Workforce Solutions for Tarrant County</i>	Jauneen Maldonado	817-804-4225	jauneen.maldonado@workforcesolutions.net

VIII. APPROVED:

The signed partners on the following signature pages bind themselves to the faithful performance of this Partner Agreement and by signature certifies agreement to comply with 40 Texas Administrative Code (TAC) §805.42(f) during the grant period. It is mutually understood that this Agreement shall become effective, inclusive of all signed partners, by July 1, 2024.

Organizational Authorized Signature for:

Tarrant County Workforce Development Board
dba Workforce Solutions for Tarrant County **Title** **Date**



Organizational Authorized Signature for:

mp
DS

Fort Worth Independent School District	Title	Date
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Signed

Dr. Camille Rodriguez
Board President

Signed

Angélica M. Ramsey, Ed.D.
Superintendent of Schools

Signed



Legal Counsel for District

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: APPROVE PURCHASE OF FURNITURE FOR THE LEADERSHIP
ACADEMY NETWORK AT COMO ELEMENTARY, MAUDE I. LOGAN
ELEMENTARY, AND MITCHELL BOULEVARD ELEMENTARY**

BACKGROUND:

In an effort to continue to ensure that every child has an optimal learning environment where they can effectively learn, the Leadership Academy Network (LAN) is requesting approval to make the purchase of new classroom furniture (desks, tables, chairs, etc.), for the Leadership Academy at Como Elementary. At Maude I. Logan Elementary and Mitchell Blvd. Elementary, the campuses are requesting approval to purchase furniture for their Libraries to operate as functional, multi-purpose spaces. These purchases will benefit all students and staff members across three (3) LAN campuses and allow for enhanced academic and learning spaces in each building.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture for the Leadership Academy Network at Como Elementary, Maude I. Logan Elementary, and Mitchell Boulevard Elementary
2. Decline to Approve Purchase of Furniture for the Leadership Academy Network at Como Elementary, Maude I. Logan Elementary, and Mitchell Boulevard Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Furniture for the Leadership Academy Network at Como Elementary, Maude I. Logan Elementary, and Mitchell Boulevard Elementary

FUNDING SOURCE: *Additional Details*

ESSER Fund	282-11-6398-LDA.....\$302,948
	282-11-6398-LDA.....\$76,074
	282-11-6398-LDA.....\$64,728

COST:

\$443,750

VENDORS:

Project 1 (Como Elementary) School Specialty, LLC
Project 2 (Mitchell Blvd. Elementary) MeTEOR Education, LLC
Project 3 (Maude I. Logan Elementary) Lakeshore Learning Materials, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 24-045
Number of Bid/Proposals received: 12
HUB Firms: 2*
Compliant Bids: 12

The above proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendors listed above have been selected to support this purchase.

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

Leadership Academy at Como Elementary
Leadership Academy at Maude I. Logan Elementary
Leadership Academy at Mitchell Blvd. Elementary

RATIONALE:

This purchase will allow the students at the Leadership Academy at Como Elementary, Maude I. Logan Elementary, and Mitchell Blvd. Elementary to learn in a high-quality learning environment, while giving them the ability to be flexible with regard to their classroom and building space(s). Additionally, this purchase will help to create a positive school culture and climate, which will have an impact on all students in each building.

INFORMATION SOURCE:

Dr. David Saenz, Chief, Strategic Initiatives and Partnerships

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT MULTIPLE SITES FOR THE SCHOOL YEAR 2023 - 2024

BACKGROUND:

Fort Worth ISD (District) has maintained a long-standing contractual relationship with each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. This is a renewal of the agreement that established the City of Fort Worth (the City) as the program provider at De Zavala Elementary School, Greenbriar Elementary School, D. McRae Elementary School and Seminary Hills Park Elementary School. The agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the afterschool program at these sites. Funds for these services have been budgeted and committed. Funds were approved at Board of Trustees meeting on Tuesday, June 27, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2023 - 2024
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2023 - 2024
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2023 - 2024

FUNDING SOURCE: **Additional Details**

General Fund 199-61-6299-395

COST:

\$158,028 (*Funds approved by the Board of Education on June 27, 2023.*)

VENDOR(S)/PROVIDER(S):

City of Fort Worth – Parks and Recreation

PURCHASING MECHANISM:

Competitive Solicitation

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

De Zavala Elementary School
Greenbriar Elementary School
D. McRae Elementary School
Seminary Hills Park Elementary School

RATIONALE:

This service provision agreement between the District and the City provides for continuation of an after-school program and services to students at De Zavala Elementary School, Greenbriar Elementary School, D. McRae Elementary School and Seminary Hills Park Elementary School.

INFORMATION SOURCE:

Dr. David Saenz, Chief, Strategic Initiatives and Partnerships

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

This **INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District located in Tarrant County, Texas (“FWISD”). City and FWISD are referred to herein individually as a (“Party”) and collectively as the (“Parties”).

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

WHEREAS, the primary school district that serves residents of the City of Fort Worth is FWISD;

WHEREAS, increased academic and cultural enrichment activities outside the school day have been identified as a major need by teachers, students, parents, and community members;

WHEREAS, since 2004, the City, through its Park & Recreation Department, has supported FWISD's operation of afterschool programs at various FWISD schools;

WHEREAS, the purpose of the afterschool programs is to provide academic enrichment programs and other activities to reinforce and complement the FWISD's regular academic programs;

WHEREAS, FWISD and the City wish to continue to provide academic enrichment programs and other activities to reinforce and complement FWISD's regular academic programs at Greenbriar Elementary School, DeZavala Elementary School, D. McRae Elementary School, and Seminary Hills Elementary School (“Program”); and

NOW, THEREFORE, in consideration of the mutual covenants herein expressed the Parties agree as follows:

**SECTION 1
OBJECTIVES AND GOALS**

- 1.1. The primary objectives of the Program shall include the following:
 1. Increase the academic achievement of students as shown by the number of students passing all tests on State of Texas-mandated standardized tests and being promoted to the next grade.
 2. Increase the number of students who progress toward graduation as shown by a reduction in the annual dropout rate.
 3. Increase the number of students who demonstrate increased proficiency in reading, science, and mathematics as demonstrated through pre and post testing.
 4. Increase the number of students involved in positive youth development activities that occur outside school hours and that are designed to provide a safe haven for students while reducing disciplinary placements and juvenile crime.

- 1.2 The primary goals of the Program shall include the following:
1. Provide opportunities for academic enrichment, including providing tutorial services to help children, particularly students who attend low-performing schools, to meet the State of Texas and local student academic achievement standards in core academic subjects such as reading, mathematics, and science.
 2. Offer participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the students' regular academic program.

SECTION 2 **FUNDING**

- 2.1 FWISD agrees to pay the City annually:
1. Thirty-Nine Thousand Five Hundred Seven Dollars and Zero Cents (\$39,507.00) to fund the operation of the Program at Greenbriar Elementary School.
 2. Thirty-Nine Thousand Five Hundred Seven Dollars and Zero Cents (\$39,507.00) to fund the operation of the Program at DeZavala Elementary School.
 3. Thirty-Nine Thousand Five Hundred Seven Dollars and Zero Cents (\$39,507.00) to fund the operation of the Program at D. McRae Elementary School.
 4. Thirty-Nine Thousand Five Hundred Seven Dollars and Zero Cents (\$39,507.00) to fund the operation of the Program at Seminary Hills Elementary School.

2.2 The Parties agree that these amounts fairly compensate the City for the operation of the Program. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

2.3 To receive funds under this Agreement, City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the Parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.

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

SECTION 3 **TERM**

3.1 The initial term of this Agreement shall be for a period of one (1) year, effective beginning on July 1, 2023 and expiring on June 30, 2024 ("Initial Term").

3.2 Renewals. The term of this Agreement may be renewed and extended for five (5) additional one-year renewal periods upon mutual written agreement of the Parties.

SECTION 4
CONTINGENCY

4.1 This Agreement is subject to the availability of funds from FWISD. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of funds. Notwithstanding any other provision in this Agreement or any other document, this Agreement shall terminate in the event appropriated funds become unavailable. The City will be reimbursed for all expenses incurred prior to the termination of this Agreement.

SECTION 5
ADMINISTRATION, RECORD KEEPING, REPORTING AND OVERSIGHT

5.1 FWISD will:

1. Provide a project manager to help oversee grant implementation and supervision of a campus-level Coordinator.
2. Provide onsite program coordination, adequate project sites, and facility amenities.
3. Provide overall leadership through the FWISD Office of the Assistant Superintendent of Student Support Services.
4. Serve as fiscal agent for the grant project.
5. Provide fiscal management through the FWISD Offices, Accounting and Budget.
6. Provide administrative assistance with submittals for center expenses.
7. Act as a broker of services with Community Based Organization(s) (“CBO”), FWISD staff, and the City.
8. Coordinate with all centers to maximize resources.
9. Coordinate meetings between CBO and other project staff members.
10. Provide ongoing feedback, compilation, and dissemination to ensure continuous improvement.

5.2 City will:

1. Work collaboratively in the delivery of services.
2. Be responsible on a campus level for hiring, training, supervision, and terminating non-academic staff to meet FWISD guidelines and scheduling needs.
3. Assist the program manager with brokering of services with other CBOs, FWISD staff, and the City to provide enrichment and family literacy programs.
4. Work with the Coordinator to facilitate the plan for academic enrichment, use of campus facilities, and recruitment of staff to work in the Program.
5. Provide activity coordination and communication.
6. Work with the Coordinator to schedule youth activities and integrate those activities with academic objectives.
7. Compile attendance and other records as required for compliance with the Program requirements.

SECTION 6
FUNDING REQUIREMENTS

6.1 All funding, including administrative costs, payroll, professional and contracted services, travel, printing, supplies, and materials, and other operations costs shall be limited to the funds acquired by the City from FWISD through the Program and will be administered in strict accordance with the following:

1. Grant funding shall not supplant current funding dedicated to after-school programs.
2. Funding for this Agreement is on a reimbursable basis and based on actual expenditures, not budgeted amounts.
3. The total amount of expenditures by the City and the obligation of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds, but in no event shall such amounts exceed \$39,507.00 at Greenbriar Elementary School, \$39,507.00 at DeZavala Elementary School, \$39,507 at D. McRae Elementary School, and \$39,507.00 at Seminary Hills Elementary School.
4. The City shall submit weekly attendance reports to FWISD. Failure to accurately complete and submit weekly attendance data can result in termination from the Program.
5. No funds may be used to pay for religious worship, instruction, or proselytization or for any equipment or supplies for such, or for construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction or proselytization.

SECTION 7
GENERAL PROGRAM REQUIREMENTS

7.1 FWISD will:

1. Supervise, monitor, and guide to ensure alignment of project activities with Fort Worth Afterschool guidelines.
2. Provide internal and external evaluation services through the Grants and Development Department.
3. Provide grant compliance and project development assistance through the Grants and Development Department, where applicable.
4. Identify appropriate FWISD students for referral and Program participation.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation.
7. Work in cooperation with CBO to execute Program evaluation tools, as required, and provide information to CBO.

7.2 City will:

1. Provide a key basis for Program awareness.
2. Assist with the recruitment of students and families.
3. Work with FWISD to execute the Program evaluation.
4. Provide evaluation summary to the Fort Worth Afterschool personnel.

SECTION 8
PROGRAM PREPARATION

8.1 FWISD will:

1. Recruit Program staff:
 - a. Coordinator
 - b. Tutors
 - c. Teachers for academic activities

- d. Librarians and tech lab staff
- e. Monitors and custodial staff
- 2. Conduct Program training:
 - a. Contract with CBOs
 - b. Assist with CBO staff recruitment
 - c. Assist with recruitment of community organizations.
 - d. Make arrangements for United States Department of Agriculture-approved snacks.
 - e. Make transportation arrangements.
- 3. Evaluation:
 - a. Plan for data collection
 - b. Develop pre-tests

SECTION 9
PROGRAM DEVELOPMENT

9.1 FWISD's Coordinator will:

- 1. Coordinate planning for tutoring.
- 2. Plan for use of libraries and tech labs.
- 3. Finalize teachers for academic activities.
- 4. Develop a disciplinary plan with CBO coordinator.
- 5. Ensure there are enough teachers to supervise during snack time.
- 6. Ensure adequate supervision at all times for students; class changes, dismissal; and snack time.

9.2 City will:

- 1. Prioritize program needs with the Coordinator.
- 2. Ensure all staff attends required meetings.
- 3. Develop Program plans with staff.
- 4. Develop Program plans with other groups.
- 5. Ensure there is adequate staff to carry out disciplinary plans.

9.3 City and FWISD's Coordinator will coordinate to do the following:

- 1. Student recruitment
 - a. Develop bilingual brochures and flyers
 - b. Post on FWISD and City websites
 - c. Include in FWISD newspaper notes
 - d. Make presentations at teachers' meetings
 - e. Coordinate with the athletic program
 - f. Make personal contact with youth and parents
- 2. Volunteer Recruitment
 - a. Work with School/Community Office
 - b. Encourage parents to volunteer
 - c. Recruit senior volunteers
 - d. Make presentations to Adopt-A-School partners

SECTION 10
PROGRAM IMPLEMENTATION

10.1 FWISD Coordinator will:

1. Continue recruitment activities
2. Establish homework/tutoring space
3. Coordinate additional hours for libraries and labs
4. Assist with the inclusion of state-mandated standardized tests in all CBO programs.

10.2 City will:

1. Continue recruitment activities
2. Coordinate all activities with the Coordinator
3. Provide student programs with intentional academic elements in the areas of:
 - a. Health and wellness
 - b. Clubs and interest groups
 - c. Life skills
 - d. Creative Arts
 - e. Service Learning

10.3 FWISD will:

1. Evaluation:
 - a. Conduct prep-tests as needed
 - b. Review attendance data collection and assist as needed with any difficulties
 - c. Review other performance data collection

SECTION 11
INDEPENDENT CONTRACTOR

11.1 The FWISD operates hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. The FWISD has the exclusive control of, and the exclusive right to control all work to be performed by the FWISD pursuant to this Agreement, and all persons performing the work, and to the extent allowed by law and without waiver of any immunity of defense, will be solely responsible for the acts and omissions of its officers, members, agents, and employees. The City will not be responsible under the doctrine of *respondeat superior* for the acts and omissions of the FWISD, its officers, members, agents, employees, or contractors.

11.2 The City operates hereunder as an independent contractor and not as an officer, agent, servant, or employee of the FWISD. The City will have the exclusive control of, and the exclusive right to control all work to be performed by the City pursuant to this Agreement and all persons performing the work, and will be solely responsible for the acts and omissions of its officers, members, agents, and employees. The FWISD will not be responsible under the doctrine of *respondeat superior* for the acts and omissions of the City, its officers, members, agents, or employees.

11.3 Nothing herein will be construed as the creation of a partnership or joint enterprise between the City and the FWISD. It is further understood that the City will, in no way, be considered a co-employer

or a joint employer of the FWISD or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of the FWISD. Neither the FWISD, nor any officers, agents, servants, employees or subcontractors of the FWISD will be entitled to any employment benefits from the City. The FWISD will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

SECTION 12
INSURANCE

12.1 The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. City will provide a letter of self-insured status as requested by FWISD. FWISD agrees to carry insurance with a company that is licensed to do business in Texas and that such insurance coverage provided to City by FWISD is sufficient for purposes of the Agreement. All applicable policies shall name the City as an additional insured thereon, as its interest may appear. The term "City" shall include its employees, officers, officials, agents, and volunteers. Certificates of insurance evidencing that the FWISD has obtained all required insurance shall be delivered to and approved by the City's Risk Management Division prior to execution of this Agreement.

SECTION 13
CLAIMS AND LIABILITY

13.1 Either Party agrees to notify the other Party promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages on the Premises. Both Parties agree to make their officers, agents, and employees available to each other at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which a Party may be responsible hereunder.

13.2 Without waiving any defenses including governmental immunity, each Party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with all claims for damages, costs and expenses to any person or property that may arise out of or be occasioned by this Agreement or any of its activities, or from any act or omission of any employee, contractor, or invitee of the Parties to this Agreement. The provisions in this paragraph are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

SECTION 14
NOTICES

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

City:
City of Fort Worth
Park & Recreation Director
4200 South Freeway, Suite 2200

FWISD:
Dr. Angélica M. Ramsey
Fort Worth ISD Superintendent of Schools
100 N. University Drive

Fort Worth, TX 76115

Fort Worth, TX 76107

With Copies to:
City of Fort Worth
Attn: Assistant City Manager
200 Texas Street
Fort Worth, TX 76102

With Copy to:
Fort Worth Independent School District
Attn: Legal Counsel
100 N. University Drive, SW 172
Fort Worth, TX 76107

City of Fort Worth
Attn: City Attorney's Office
200 Texas Street
Fort Worth, TX 76102

SECTION 15 NONDISCRIMINATION

15.1 The Parties will not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation, or any other prohibited criteria in any decisions relating to this Agreement, and the Parties represent and warrant that, to the extent required by applicable laws, they are equal opportunity employers and will comply with all applicable laws and regulations in any employment decisions.

SECTION 16 ASSIGNMENT

16.1 The City and the FWISD will not assign, sublet, subcontract, or transfer any interest in this Agreement without the written consent of the other party. Except as otherwise provided in this section, no assignment, delegation of duties, or subcontract under this Agreement will be effective without the written consent of the other Party. It is understood and agreed that the FWISD may use subcontractors for the construction and maintenance of the Improvement in accordance with the terms and conditions of this Agreement. The City may use contractors to perform its maintenance obligations under this Agreement.

SECTION 17 PARTIES BOUND

17.1 This Agreement is binding upon the successors and assigns of both Parties in like manner as upon the original Parties.

SECTION 18 APPLICABLE LAW AND VENUE

18.1 This Agreement will be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement will be in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

SECTION 19 SEVERABILITY OF PROVISIONS

19.1 If any of the Provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, will be construed as

if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 20
COMPLIANCE WITH LAWS

20.1 The Parties warrant that their obligations will be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. The Parties will comply with all federal, state, and local laws.

SECTION 21
RIGHT TO AUDIT

21.1 The FWISD agrees that the City will, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of FWISD involving transactions relating to this Agreement. The FWISD agrees that the City will have access during normal working hours to all necessary FWISD facilities and will be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City will give the FWISD reasonable advance notice of intended audits. The City will be responsible for its own costs in conducting an audit.

SECTION 22
REMEDIES, SEVERABILITY, HEADINGS

22.1 No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted but each will be cumulative of every other right or remedy given hereunder. The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement will not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

22.2 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants conditions or any other part of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

22.3 The headings in this Agreement are inserted for reference only and will not define or limit the provisions hereof.

SECTION 23
AUTHORIZATION

23.1 The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto and each party hereby certifies to the other Party that any necessary resolution or actions extending such authority have been duly passed and are now in full force and effect.

SECTION 24
FORCE MAJEURE

24.1 If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies;

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

SECTION 25 **REVIEW OF COUNSEL**

25.1 The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or exhibits hereto.

SECTION 26 **IMMIGRATION NATIONALITY ACT**

26.1 The FWISD will verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, the FWISD will provide the City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. The FWISD will adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any FWISD employee who is not legally eligible to perform such services. The FWISD will be responsible for any penalties, liabilities, or losses due to violation of this section by the FWISD or its employees, subcontractors, agents, or licensees.

SECTION 27 **MULTIPLE ORIGINALS AND ELECTRONIC SIGNATURES**

27.1 The Parties may execute multiple originals and multiple counterparts of this Agreement, each of which will be considered an original document.

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

SECTION 28 **SOLE AGREEMENT**

28.1 This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the City and FWISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

28.2 No Party may make, revise, alter, or otherwise diverge from the terms and conditions of this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the City and FWISD’s legal advisors and Board of Trustees.

SECTION 29
PROHIBITION ON BOYCOTTING ENERGY COMPANIES

29.1 FWISD acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, FWISD certifies that FWISD’s signature provides written verification to the City that FWISD: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

<p>City:</p> <p>By: _____ Name: Jessica McEachern Title: Assistant City Manager</p> <p>Date: _____</p>	<p>FWISD:</p> <p>By: _____ Name: Dr. Angélica M. Ramsey Title: Superintendent, Fort Worth ISD</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Dr. Camille Rodriguez Board President</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By:  Alexander Athanason Staff Attorney</p>
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:

<p>Approval Recommended:</p> <p>By: _____ Name: Dave Lewis Title: Acting Director Park & Recreation Department</p> <p>By: _____ Name: Kelli Pickard Title: Assistant Director Park & Recreation Department</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Sheri Endsley Title: District Superintendent Park & Recreation Department</p>
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<p>Approved as to Form and Legality:</p> <p>By: _____ Name: Nico Arias Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: 23-0667 Form 1295: N/A</p>	<p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: APPROVE TO EXTEND THE CONTRACT FOR A CUSTOMER
ENGAGEMENT PLATFORM**

BACKGROUND:

Fort Worth ISD approved the acquisition of the customer engagement platform during the 2022-2023 school year. The purpose of this platform is to enable Exchange Leaders to engage with stakeholders, including students, parents, and community members, through structured online interactions. The District recognizes the importance of increasing stakeholders' participation in discussions from diverse perspectives to better outcomes. This platform, facilitates faster engagement while fostering trust and transparency.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve to Extend the Contract for a Customer Engagement Platform
2. Decline to Approve to Extend the Contract for a Customer Engagement Platform
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve to Extend the Contract for a Customer Engagement Platform

FUNDING SOURCE: *Additional Details*

General Fund 199-31-6299-212

COST:

\$52,920

VENDOR:

Fulcrum Management Solutions Inc. (Thought Exchange)

PURCHASING MECHANISM:

Cooperative Agreement

TIPS 230105

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the TIPS Contract 230105. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

RATIONALE:

This customer engagement platform is an integral component of the District's strategic planning procedures, aimed at including more diverse perspectives in the decision-making process. By utilizing this platform, the District seeks to gather input and feedback on various topics, including bonds and levies, with the objective of building more support for these initiatives.

In summary, the implementation of this engagement platform aligns with the District's priorities by actively engaging a broader stakeholder group. Its comprehensive features, streamlined data analysis capabilities, and adaptability to different engagement collection methods make it a valuable tool for evidence-based decision-making, outcome monitoring, regulatory compliance, and highlighting successes.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships



Service Order

Fulcrum Management Solutions Inc.
Suite E, 1990 Columbia Avenue
PO Box 2260
Rossland, BC, Canada. V0G 1Y0

Sales Rep: Yas Julazadeh
Phone:
Email: yas.julazadeh@thoughtexchange.com

Company Information

Bill To: Fort Worth Independent School District
Address: 7060 Camp Bowie Boulevard, Fort Worth, Texas United
States Postal/Zip Code: 76116

Billing Contact Name: Olga Hernandez
Billing Contact Email: olga.hernandez@fwisd.org
Billing Contact Phone: (817) 814-1950

Ship To (if different than Bill To):

Address:
Postal/Zip Code:

Shipping Contact Name: Karen Molinar
Shipping Contact Email: karen.molinar@fwisd.org
Shipping Contact Phone: (817) 814-1950

Order Details

Subscription Start Date: February 1, 2024
Subscription End Date: January 31, 2025
Number of Students: 74,850

Billing Frequency: All Up-Front
Payment Terms: Net 30 days
Currency: USD

Product Details

Product Name	Features	Amount
Engagement+	<ul style="list-style-type: none"> • Exchanges (for up to 15 Leaders) • Surveys (for up to 5 Leaders) • Access to Customer Success • Access to Events and Resources • Administrative Controls • Analytics and Data Visualization • Contact Box • Customisable Branding • Domain Limiting • Enhanced Analytics: Compare Survey Questions • Exchange Data Download • Exchange Question Library • Integrations - Calendar and Participant Invitation • Machine Moderation • Multilingual Participation • Participation Groups • Product Support • Rooms • Survey Branching • Templates • Up to 50 survey questions (Exchanges & Surveys) 	\$85,425.00
One-Time Discount		-\$32,505.00

Order total: \$52,920.00

Services Description can be found at: <https://thoughtexchange.com/services-description/>

Beta features included:

- Advisor
-

Purchase Order Information

Purchases by Fort Worth ISD may be processed through a Purchasing Cooperative. Each Cooperative will have its own Terms and Conditions, which are incorporated by reference into the Subscription Agreement.

The term on this Order will be processed through The Interlocal Purchasing System (TIPS) via Vendor Contract 230105 (Technology Solutions Products and Services).

Fort Worth ISD agrees to act in good faith to provide Fulcrum notice in the event the purchase will be processed via another Purchasing Cooperative, to provide Fulcrum with enough time to review and approve said Purchasing Cooperatives' Terms and Conditions.

Is a Purchase Order (PO) required? Yes

Is the licensee exempt from sales and use tax?

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to accounts@thoughtexchange.com

Terms and Conditions

This Agreement supersedes and replaces any and all previous agreements between the parties, specifically including the agreement between the parties dated February 16, 2023.

The services described in this order are governed by the Subscription Terms found at:

<https://thoughtexchange.com/subscription-terms>

Other documents incorporated into this agreement by reference are:

1. Data Sharing Agreement
 2. Applicable TIPS cooperative terms and conditions
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Order Special Terms

Notwithstanding anything to the contrary in the Subscription Terms (including Section 7.2), your subscription shall terminate on the Subscription End Date indicated on this Order Form and shall not automatically renew.

Section 6.1 of the Subscription Terms is deleted in its entirety and replaced with the following:

6.1 Obligation to Indemnify. We agree to defend, indemnify and hold you harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by, or asserted against you that arise from a third-party claim against you alleging that your use of the Subscription Services as permitted by this Agreement directly infringes that third-party's intellectual property rights.

Section 10.5 of the Subscription Terms is deleted in its entirety and replaced with the following:

10.5 Applicable Law. (a) this Agreement shall be governed by, and construed in accordance with the law of the State of Texas, without reference to any conflict-of-laws principles; and (b) the courts of Tarrant County, Texas will have exclusive jurisdiction over any action or proceeding arising out of, or based upon, this Agreement, and you and



we waive any objection on the basis that any such court constitutes an inconvenient forum. Any action or proceeding arising out of, or based upon, this Agreement will be conducted only on an individual basis and not in a class, consolidated or representative action. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Section 10.7 of the Subscription Terms is deleted in its entirety and replaced with the following:

10.7 Waiver and Modifications; Assignment. Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. Neither party may assign or transfer this Agreement without the prior written consent of the other party, except that notwithstanding the foregoing, we may assign this Agreement without your prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our shares or assets. This Agreement inures to the benefit of and is binding on our respective successors and assigns.

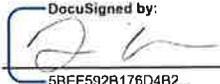
Acceptance

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

Fort Worth Independent School District

Fulcrum Management Solutions Inc.

By: Stacy Burrell
Stacey Burrell
Print Name Above
Director, Research and Experience Management
Title
November 17, 2023
Date

By: 
5BEF592B176D4B2...
Jessica Nordlander
Print Name Above
COO
Title
November 15, 2023 | 11:49:35 PST
Date

11/17/23

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE RATIFICATION FOR PROFESSIONAL DEVELOPMENT FOR EARLY LEARNING PRE-KINDERGARTEN PROGRAM**

BACKGROUND:

On April 27, 2021, the Board approved the adoption for instructional materials for the Pre-Kindergarten curriculum, which included two (2) years of professional development at no cost to the District. On June 27, 2023, the Board approved the purchase of the Pre-K 3 curriculum for the 2023-24 school year. The professional development is an extension of the curriculum and should be included for both training and coaching support to develop knowledge and skills of teachers, teaching assistants and administrators.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program
2. Decline to Approve Professional Development for Early Learning Pre-Kindergarten Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program

FUNDING SOURCE:

Additional Details

General Fund

199-13-6299-001-999-24-143-000000

COST:

\$45,435

VENDOR:

Teaching Strategies

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 23-088

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

District Wide Pre-Kindergarten Teachers, Teacher Assistants, and Administrators.

RATIONALE:

The purpose of the ratification is to purchase professional development for Pre-K 3 and Pre-K 4 curriculum to directly prioritize classroom instruction and to support campus, teachers, teachers' assistants and administrators during the 2023-2024 school year. During the original curriculum purchase, professional development services were included, at no cost to the District, for the first two (2) years of the adoption. We are now in the third year of adoption and professional development will need to be purchased annually.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Network #1



Exhibit A

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Fort Worth Independent School District
Customer Number: 02A41420
Contact Name: Olayinka Ojo
Contact Email: olayinka.ojo@fwisd.org
Contact Title: Director of Early Childhood Education

Prepared by: Gwen Cheatham
 gwen.c@teachingstrategies.com
Expiration Date: 04-09-2024
Subscription Term:

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
PD0006892 Introduction to The Creative Curriculum® for Texas (2-Days)	\$6,990.00	1	\$6,990.00
PD0006892 Introduction to The Creative Curriculum® for Texas (2-Days)	\$6,990.00	1	\$6,990.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
PD0006891 Introduction to The Creative Curriculum® for Texas (1-Day)	\$3,495.00	1	\$3,495.00
		Subtotal:	\$45,435.00
		Shipping:	\$0.00
		Tax:	\$0.00
		Total:	\$45,435.00

BILL TO
 Billing Client: Fort Worth Independent School District
 Billing Street: 100 N University Dr
 Billing City: Fort Worth
 Billing State: Texas



Billing Postal Code: 76107
Billing Country: United States

Select a Payment Method and follow the payment instructions.

Payment Type: Purchase Order

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$80 will be charged for each attendee in excess of this maximum; (iii) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (iv) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (v) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:

Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.

Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.



PD Details

TOPIC AND FORMAT	DATE	START	END
Introduction to The Creative Curriculum® for Texas (2-Days)	06/06/2023	8:30 AM	4:00 PM
	06/07/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (2-Days)	07/26/2023	8:30 AM	4:00 PM
	07/27/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	08/09/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	09/12/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	10/10/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	11/14/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	12/12/2023	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	01/09/2024	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	02/13/2024	8:30 AM	4:00 PM



Introduction to The Creative Curriculum® for Texas (1-Day)	03/05/2024	8:30 AM	4:00 PM
Introduction to The Creative Curriculum® for Texas (1-Day)	04/09/2024	8:30 AM	4:00 PM

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

Customer Name	Teaching Strategies, LLC
By (Signature):  DocuSigned by: AC1BBD909D3A408	By: 
Name (Print): Olayinka Ojo	Name: Heather O'Shea
Title: Director of Early Childhood Education	Title: Chief Financial Officer
Address: 100 N University Dr	Address: 4500 East West Highway, Suite 300
Fort Worth, Texas 76107	Bethesda, MD 20814
Date: 4/20/2023	Date: 4/20/2023

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE PURCHASE OF RENEWAL OF LIBRARY MANAGEMENT SYSTEM SOFTWARE

BACKGROUND:

The library management system provides materials, circulation, cataloging, inventory, and reporting capabilities for 128 sites. The system interface also provides online access to search school library catalogs, access to eBooks and digital audiobooks, and provides a website for the school librarian to share links to subscriptions databases and open educational resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Renewal of Library Management System Software
2. Decline to Approve Purchase of Renewal of Library Management System Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Renewal of Library Management System Software

FUNDING SOURCE: Additional Details

General Fund 199-12-6399-217

COST:

\$140,002.85

VENDOR(S)/PROVIDER(S):

Follett School Solutions, LLC

PURCHASING MECHANISM:

Competitive Solicitation

RFP# 21-091

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

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

District - Wide participation

RATIONALE:

Library management system software provides stakeholders with an online catalog of print and digital resources available through the school library program. Furthermore, the system provides school librarians and library support staff the tools and functionality to manage library assets.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Network #1

Exhibit A

RENEWAL QUOTE



Page	1
Quote#	7702857
Issue Date	08/30/2023
Expiration Date	11/30/2023
Customer#	4233689
Customer	FT WORTH IND SCH DIST

FT WORTH IND SCH DIST
100 N UNIVERSITY DR
STE NW 140-E
FORT WORTH TX 76107

Quote Summary		Payable in USD
Quote Total		\$140,002.85
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below		

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett School Solutions, LLC
91826 Collection Center Dr
Chicago, IL 60693-0918

Follett School Solutions, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follettlearning.com

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
A M PATE ELEM SCH - 4203806				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
ALICE CARLSON APPLIED LRNG CTR - 4206801				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
ALICE CONTRERAS ELEM SCH - 4208832				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
AMON CARTER-RIVERSIDE HIGH SCH - 4203756				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
APPLIED LRNG ACAD - 4209218				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$884.10
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,045.35
ARLINGTON HEIGHTS HIGH SCH - 4203757				

If you have any questions about this quote, please contact us:
 US: 708-884-5100 or email softwarecs@follettlearning.com
 Canada: 877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	2
Quote#	7702857
Issue Date	08/30/2023
Expiration Date	11/30/2023
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
ATWOOD MCDONALD ELEM SCH - 4203794				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BENBROOK ELEM SCH - 4233030				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BENBROOK HIGH SCH - 4212094				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BENBROOK MDL SCH ANNEX - 4214498				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BILL J ELLIOT ELEM SCH - 4206367				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BONNIE BRAE ELEM SCH - 4209148				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BOULEVARD HEIGHTS SCH - 4203758				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
BRUCE SHULKEY ELEM SCH - 4203760				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25

If you have any questions about this quote, please contact us:
 US: 708-884-5100 or email softwarecs@follettlearning.com
 Canada: 877-857-7870 or email canada@follettlearning.com
 Outside the US or Canada: email international@follettlearning.com

Did you know that Follett has a tool to manage your textbooks and other assets? Visit k12.follett.com/drmcomplete to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on www.destinyexpress.com.

RENEWAL QUOTE



Page	3
Quote#	7702857
Issue Date	08/30/2023
Expiration Date	11/30/2023
Customer#	4233689
Customer	FT WORTH IND SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
BURTON HILL ELEM SCH - 4203761				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CARROLL PEAK ELEM SCH - 4203807				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CARTER PARK ELEM SCH - 4203762				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CESAR CHAVEZ PRIM SCH - 4209144				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CHARLES E NASH ELEM SCH - 4203801				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CHRISTENE MOSS ELEM SCH - 4203775				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
CLIFFORD DAVIS ELEM SCH - 4209146				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
COMO ELEM SCH - 4203764				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
D MCRAE ELEM SCH - 4203765				Site Total \$1,111.66
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DAGGETT MONTESORRI - 4209151				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DAVID K SELLARS ELEM SCH - 4234940				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DE ZAVALA ELEM SCH - 4203768				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DIAMOND HILL ELEM SCH - 4203769				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DIAMOND HILL-JARVIS HIGH SCH - 4233440				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
DOLORES HUERTA ELEM SCH - 4209150				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
E M DAGGETT ELEM SCH - 4203766				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
E M DAGGETT MDL SCH - 4203773				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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EARLY CLG HIGH/TARRANT CO CLG - 4214696				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
EAST HANDLEY ELEM SCH - 4233455				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
EASTERN HILLS ELEM SCH - 4203778				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
EASTERN HILLS HIGH SCH - 4203779				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
EDWARD J BRISCOE ELEM SCH - 4206523				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
FOREST OAK MDL SCH - 4203780				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
FT WORTH PROFESSIONAL LIB - 4212167				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
GEORGE CLARKE ELEM SCH - 4203781				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
GLEN PARK ELEM SCH - 4203782				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
GREENBRIAR ELEM SCH - 4203784				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
H V HELBING ELEM SCH - 4203787				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
HARLEAN BEAL ELEM SCH - 4233669				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
HAZEL HARVEY PEACE ELEM SCH - 4211100				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
HUBBARD HEIGHTS ELEM SCH - 4203788				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
IM TERRELL ACAD-VPA/STEM - 4214697				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
J MARTIN JACQUET MDL SCH - 4205719				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
J P ELDER MDL SCH - 4203789				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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J T STEVENS ELEM SCH - 4235045				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
JEAN MCCLUNG MDL SCH - 4212091				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
JO KELLY SCH - 4205209				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
JOHN T WHITE ELEM SCH - 4212092				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
KIRKPATRICK MDL SCH - 4203797				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
LEADERSHIP ACAD-FOREST OAK 6TH GRD - 4233694				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
LEONARD MDL SCH - 4203791				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
LILY B CLAYTON ELEM SCH - 4203792				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
LOWERY ROAD ELEM SCH - 4208796				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
LUELLA MERRETT ELEM SCH - 4203812				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
M H MOORE ELEM SCH - 4203793				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MANUEL JARA ELEM SCH - 4203763				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MARY LOUISE PHILLIPS ELEM SCH - 4203808				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MAUDE I LOGAN ELEM SCH - 4203771				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MAUDRIE M WALTON ELEM SCH - 4203814				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MCLEAN MDL SCH - 4203830				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MCLEAN SIXTH GRADE SCH - 4208797				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
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MEACHAM MDL SCH - 4203827				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MEADOWBROOK ELEM SCH - 4203795				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MEADOWBROOK MDL SCH - 4203796				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
METRO OPPORTUNITY SCH - 4205327				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MILTON L KIRKPATRICK ELEM SCH - 4203790				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MITCHELL BOULEVARD ELEM SCH - 4203798				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MORNINGSIDE ELEM SCH - 4203799				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
MORNINGSIDE MDL SCH - 4203800				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
NATHA HOWELL ELEM SCH - 4234080				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
NORTH HI MOUNT ELEM SCH - 4234200				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
NORTH SIDE HIGH SCH - 4203802				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
O D WYATT HIGH SCH - 4203803				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
OAKHURST ELEM SCH - 4203804				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
OAKLAWN ELEM SCH - 4203805				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
OVERTON PK ELEM SCH - 4214928				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
PASCHAL HIGH SCH - 4203810				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
PAUL LAURENCE DUNBAR HIGH SCH - 4233451				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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POLYTECHNIC HIGH SCH - 4203809				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
PRE K SATTELITE CTRS - 4215280				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
RICHARD J WILSON ELEM SCH - 4203819				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
RIDGLEA HILLS ELEM SCH - 4203811				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
RIVERSIDE APPLIED LRNG CTR - 4203759				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
RIVERSIDE MDL SCH - 4203813				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
ROSEMONT MDL SCH - 4203815				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
RUFINO MENDOZA ELEM SCH - 4203767				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
S S DILLOW ELEM SCH - 4203770				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SAGAMORE HILL ELEM SCH - 4203817				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SAM ROSEN ELEM SCH - 4203818				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SEMINARY HILLS PARK ELEM SCH - 4209149				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SOUTH HI MOUNT ELEM SCH - 4203820				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SOUTH HILLS ELEM SCH - 4203821				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SOUTH HILLS HIGH SCH - 4208201				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SOUTHWEST HIGH SCH - 4203822				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SPRINGDALE ELEM SCH - 4203823				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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STRIPLING MDL SCH - 4203828				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
SUNRISE-MCMILLIAN ELEM SCH - 4203824				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
T A SIMS ELEM SCH - 4203273				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
TANGLEWOOD ELEM SCH - 4235375				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
TRIMBLE TECHNICAL HIGH SCH - 4203783				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
VAN ZANDT-GUINN ELEM SCH - 4203785				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
VERSIA L WILLIAMS ELEM SCH - 4203826				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
W J TURNER ELEM SCH - 4203825				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
W M GREEN ELEM SCH - 4203829				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
WASHINGTON HEIGHTS ELEM SCH - 4203831				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WAVERLY PARK ELEM SCH - 4203832				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WEDGWOOD 6TH GRADE MDL SCH - 4200159				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WEDGWOOD MDL SCH - 4203833				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WEST HANDLEY ELEM SCH - 4207062				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WESTCLIFF ELEM SCH - 4203834				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WESTCREEK ELEM SCH - 4203836				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WESTERN HILLS ELEM SCH - 4203837				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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WESTERN HILLS HIGH SCH - 4203840				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WESTERN HILLS PRIM SCH - 4208798				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WESTPARK ELEM SCH - 4206366				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WILLIAM JAMES MDL SCH - 4233663				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WILLIAM MONNIG MDL SCH - 4203838				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WOODWAY ELEM SCH - 4200073				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WORLD LANGUAGES INST - 4203816				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
WORTH HEIGHTS ELEM SCH - 4203839				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
YOUNG MENS LEADERSHIP ACAD - 4203772				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66
YOUNG WOMENS LEADERSHIP ACAD - 4207382				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	11/30/2023	11/30/2024	\$950.41
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	11/30/2023	11/30/2024	\$161.25
Site Total				\$1,111.66

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CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: APPROVE LICENSE AGREEMENT WITH SERVICE PROVIDER FOR THE 2024 GRADUATION CEREMONIES OF THE FOLLOWING FORT WORTH INDEPENDENT SCHOOL DISTRICT HIGH SCHOOLS: AMON CARTER-RIVERSIDE, ARLINGTON HEIGHTS, SOUTH HILLS, EASTERN HILLS, NORTH SIDE, POLYTECHNIC, R.L. PASCHAL, TRIMBLE TECH, SOUTHWEST, WESTERN HILLS AND O.D. WYATT

BACKGROUND:

Fort Worth Independent School District will hold graduation ceremonies beginning on Wednesday, May 29, 2024, and ending on Sunday, June 2, 2024. As the District continues to support venue opportunities for larger enrollment campuses, we propose to host Fort Worth Independent School District graduations at a local educational institution, which would allow us to reimagine graduation and pivot to a more student-centered commencement service.

STRATEGIC GOAL(S):

- 1 - Increase Student Achievement

ALTERNATIVES:

1. Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt
2. Decline to Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6266-166

Special Payment Terms: (*\$117,902.38 (50%) is due December 15, 2023, and final payment of \$117,902.37 is due on April 1, 2024.*)

COST:

\$235,804.75

VENDOR(S)/PROVIDER(S):

Texas Christian University

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Solicitation/Proposal

Fort Worth ISD Solicitation Number: 24-026

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

Amon Carter-Riverside High School
Arlington Heights High School
South Hills 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

RATIONALE:

Holding Fort Worth Independent School District graduations at a local educational institution will allow us to reimagine graduation and pivot to a more student-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:

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

FWISD HIGH SCHOOL GRADUATION - 2024	EXPENSES
FWPD	\$2,335.00
6 officers/\$65/hr/5hrs + 1 sergeant/\$70/5.5 hrs	
TCU POLICE	\$3,172.50
10 officers/\$55/hr/5 hrs. + 1 sergeant/\$65/hr./6.5hrs	
STADIUM PEOPLE	\$2,624.75
Event Staff - 25@\$17.50/hr. + 1 supervisor/\$19.95/hr. 3 Lead/Managers / \$22.50/@5hrs	
ELECTRO ACOUSTICS (sound)	\$1,020.00
MedStar	\$600.00
WANG HOUSEKEEPING	\$4,500.00
(set-up chairs, housekeeping-during/clean-up, Courtside Club, East Concourse)	
USHERS AND MORE	\$1,600.00
TCU ATHLETIC STAFF	\$600.00
FACILITIES - TECHNICIANS	\$650.00
(HVAC, ELECTRICAL, FIRE, PLUMBING)	
TCU CONFERENCE SERVICES FEE	\$3,500.00
Total Expenses per graduation	\$20,602.25

NOTE: ONE TIME EXPENSES	
SET-UP AND TEARDOWN FLOOR/STAGE (TCU Staff)	\$1,300.00
Tent (from eaststands to arena) 10 X 160 (3 day/weekly rate)	\$7,200.00
Water Barrels for Tent (3 day/weekly rate)	\$680.00
One time costs	\$9,180.00

Total Costs for 11 graduations	
11 graduation@\$20,602.25	\$226,624.75
One time costs	\$9,180.00
Grand total for 11 graduations	<u>\$235,804.75</u>
TCU will provide 3 -6ft tables for the stage	N/C

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE CLINICAL AFFILIATION AGREEMENT BETWEEN FORT WORTH ISD AND TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH

BACKGROUND:

The Career and Technical Education’s Health Science program of study offers various healthcare industry certifications and work-based learning experiences for students at O.D. Wyatt High School, North Side High School, and Trimble Technical High School. Currently, we are looking to renew an existing work-based learning clinical agreement from January 2024 through September 2026 with an option for an auto renew one (1) year term each year thereafter.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Clinical Affiliation Agreement Between Fort Worth ISD and Texas Health Harris Methodist Hospital Fort Worth
2. Decline to Approve Clinical Affiliation Agreement Between Fort Worth ISD and Texas Health Harris Methodist Hospital Fort Worth
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Clinical Affiliation Agreement Between Fort Worth ISD and Texas Health Harris Methodist Hospital Fort Worth

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Health Harris Methodist Hospital Fort Worth

PURCHASING MECHANISM:

Not a Purchase

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

Trimble Technical High School, North Side High School, and O.D. Wyatt High School

RATIONALE:

Partnering with Texas Health Harris Methodist Hospital Fort Worth will benefit students and promote our community connectivity within the Healthcare industry. This partnership will allow students to develop real-world skill sets that will enable them to obtain industry-based certifications in healthcare fields. This industry partner is prepared to bridge the gap between academic knowledge and real-world application.

INFORMATION SOURCE:

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

**AFFILIATION AGREEMENT
BETWEEN
TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Affiliation Agreement (“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**”) and Texas Health Harris Methodist Hospital Fort Worth, a Texas non-profit corporation (“**THFW**” or “Facility”). FWISD and THFW may be collectively referred to as the “Parties” or individually as a “Party.” Fort Worth Independent School District and THFW agree to the following:

PURPOSE

THFW is a non-profit healthcare system with hospitals located in North Texas. Texas Health Harris Methodist Hospital Fort Worth is willing to provide students of Fort Worth Independent School District with clinical experience.

Fort Worth Independent School District has a coordinated program through which FWISD provides its students with academic and clinical experience (“Program”). FWISD desires for Facility to provide certain students of FWISD with clinical experience through Facility's clinical facilities, and Facility is willing to provide such experience.

1.0 RESPONSIBILITIES OF FWISD

FWISD shall:

- a) plan the educational activities for the Program’s clinical experience at Facility after consultation with and approval by Facility;
- b) provide 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 which are the same functions as provided to all other students at FWISD;
- d) provide a faculty member at Facility to be available at all times FWISD students are at Facility, for consultation, via email, telephone, or in person to supervise students participating in the Program. The faculty member will: (i) be currently licensed by the appropriate licensing board for the state in which FWISD is located; and (ii) be clinically competent.
- e) instruct students to abide by Facility’s patient care policies and guidelines. Information regarding Facility’s applicable policies and guidelines will be available at the time of student orientation at Facility;
- f) if applicable, 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) provide information to each student on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated, and suggest that students be vaccinated for Hepatitis B;
- i) 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;
- j) confirm students have documentation that MMR, Tdap, and varicella vaccinations have been administered and existence of sufficient titers, and that each student has a flu vaccine within one (1) year of commencement of the clinical experience at Facility;
- k) confirm students have documentation that Hepatitis A vaccine series has been administered if students are in the following departments: psychiatric department, childcare center or facility, and nutritional services;
- l) if working in the laboratory, confirm students have documentation that the Meningococcal vaccine has been administered;
- m) require students to comply with any additional immunization requirements instituted by Facility;
- n) administer a drug test for each student assigned to Facility and shall provide the results of such screen to Facility. Upon Facility's request, any student provided to Facility will submit to a drug test, and the results of this test made available to Facility. Should Facility provide the test, the Fort Worth Independent School District will be responsible for the reasonable cost of the test and will pay for such upon receipt of the bill. Each student shall be screened for the presence of the following: amphetamine, cocaine, marijuana, opiates, PCP, barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene;
- o) perform a background evaluation, and criminal background history in all fifty (50) states for each student prior to commencing any assignment at Facility. For purposes of this Agreement, a background evaluation shall include the following:
 - i) Social Security Number Verification (and trace to verify the individual correlates with the SSN);
 - ii) Criminal background search for a minimum of seven (7) years and of all counties in and outside of Texas in which the Employee has resided or been employed;
 - iii) Employment verification to include reason for separation and eligibility for rehire;
 - iv) Sex Offender Registry;
 - v) OIG List of Excluded Individuals/Entities;
 - vi) GSA List of Parties Excluded from Federal Programs (with a negative finding);
 - vii) U.S. Treasury Terrorist List (with a negative finding);
 - viii) Applicable State Exclusion List (Medicaid);
 - ix) Office of Foreign Assets Control (OFAC);
 - x) Previous Address Locator;

Fort Worth Independent School District will ensure appropriate individualized screening of any student whose criminal background report reflects any felonies, misdemeanors, and the underlying behaviors or conduct of charges, pending charges, deferred adjudications and arrests ("Negative Findings") prior to presenting or assigning to Facility. The process should include a review of: (1) the Self-reporting of convictions or charges by the candidate or employee in accordance with the FWISD application and ongoing reporting requirements; (2) the nature or gravity of offense or conduct; (3) the nature of the

assignment within Facility; and (4) the amount of time passed from the offense, conviction and/or completion of sentence.

The process must yield an analysis of the information and a determination of whether the nexus of the offense or conduct with the nature and duties of the assignment at Facility creates an unacceptable level of risk unmitigated by the amount of time passed since the offense, conduct, or completion of sentence.

FWISD must disclose to Facility any assigned student whose criminal background report includes any negative findings falling within this section, including the circumstances and results of their internal review. To the extent allowed by law, Facility will have the opportunity to review the "Negative Findings" and the FWISD results and may, in its sole and absolute discretion, agree to the assignment, based upon the nature, severity, and number of "Negative Findings", and job applicability of the assigned student.

- p) provide to Facility at least two (2) weeks prior to commencement of the program a letter outlining the needs of the students, days and hours students will be on patient units or service areas, names of students and supervising faculty members, length and dates of clinical experience, and Texas registration numbers of faculty.
- q) 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 of FWISD. Facility, in its sole discretion, may require premature withdrawal of any student from Facility at any time for cause.
- r) Confirm that each student is aware of and complies with the Employee Health policies and procedures of Facility.
- s) confirm that the names of any assigned students do not appear on either the Health and Human Services (HHS) – Office of Inspector General (OIG) List of Excluded Individuals/Entities, the General Services Administration List of Excluded Parties, or the Texas Medicaid OIG Sanctions List. Facility reserves the right to re-screen students who have access or will be granted access to protected health information of Facility's patients or confidential information, as determined to be required by Texas Health Harris Methodist Hospital Fort Worth or Facility based on the circumstances;
- t) confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and completed a Basic Life Support ("BLS") cardiopulmonary resuscitation course prior to the beginning of the Program and provide evidence of such confirmation to Facility prior to commencement of the Program or upon request of Facility thereafter;
- u) 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;
- v) 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 on patient units or service areas, names of students and supervising faculty members, length and dates of clinical experience, and Texas nursing registration numbers of faculty;

- w) To the extent permitted by law, each party agrees to be responsible for any negligent acts or omissions arising out of this Agreement by or through itself or its employees and each party further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such responsibility from one party to the other.
- x) ensure that each student and Fort Worth Independent High School 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 Fort Worth Independent High School;
- y) provide Facility a copy of documentation ("Documentation") on the following items relating to each student beginning the Program and thereafter as requested by Facility:
 - 1) Immunization records;
 - 2) PPD annual test verification by a clinician;
 - 3) Hepatitis B verification by a clinician;
 - 4) Original source documentation of drug test, including results;
 - 5) Results of background evaluation;
 - 6) Certification that the student does not appear on the OIG at the following website:
<http://exclusions.oig.hhs.gov>.

2.0 RESPONSIBILITIES OF THE FACILITIES

Each Facility shall:

- a) provide cooperation to promote the success of the Program;
- b) provide equipment and supplies that are necessary for clinical instruction at Facility;
- c) provide meeting space for students in the Program;
- d) provide suitable clinical experience situations as prescribed by the curriculum provided by FWISD;
- e) assist with clinical teaching and supervision of agreed-upon number of students in the Program;
- f) upon request by FWISD, formally evaluate the performance of students in the Program using the form provided by FWISD;
- g) retain responsibility for patient care;
- h) reserve the right to determine the manner in which its equipment shall be operated;
- i) 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
- j) provide access to acute emergency care at the student's expense in the event of an accident or injury to a student on Facility's campus.

3.0 RESPONSIBILITIES OF FORT WORTH INDEPENDENT SCHOOL DISTRICT AND FACILITY

Fort Worth Independent School District and each 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 Fort Worth Independent School District 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 three (3) years beginning January 1, 2024 and ending September 1, 2026, unless sooner terminated as provided herein. This Agreement may be renewed for additional one (1) year terms by mutual written agreement of the Parties. This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party by certified mail, return receipt requested.

5.0 NOTICE

Any notice, request or other communication required to be delivered under this Agreement shall be in writing and shall be deemed to have been given or made if delivered personally, by overnight delivery service, by United States mail, to the parties at the following addresses, or at such other addresses as shall be specified in writing by either of the parties to the other in accordance with the terms and conditions of this subsection:

If to THFW: Texas Health Harris Methodist Hospital Fort Worth
1300 Pennsylvania Ave.
Fort Worth, Texas 76104

Copy to: Texas Health Resources
Attn: Texas Health Resources University
612 E. Lamar Blvd., Suite 232
Arlington, Texas 76011
[Email:THRAffiliationAgreements@texashealth.org](mailto:THRAffiliationAgreements@texashealth.org)

If to FWISD: Fort Worth Independent School District
Career and Technical Education
Attn: Executive Director of College, Career, and Military Readiness
1050 Bridgewood Street
Fort Worth, Texas 76112

Phone: (817) 814-1800

Copy to: Fort Worth Independent School District
Attn: Attn: FWIS Legal Counsel
Office of Legal Services
100 N. University Drive
Fort Worth, Texas 76107

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 Prior Agreements. This Agreement supersedes any prior clinical affiliation agreements between FWISD and any THR Facility.
- 7.2 Non-discrimination. FWISD and Facility shall not unlawfully discriminate in their respective performance of this Agreement.
- 7.3 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.
- 7.4 Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Texas (but not including its conflict of laws rules if and to the extent such rules would apply the substantive laws of another jurisdiction). Venue for litigation of any dispute arising under this agreement or any lawsuit to enforce or interpret this Agreement shall be in Tarrant County, Texas.
- 7.5 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.
- 7.6 No Waiver. No waiver by Fort Worth Independent School District 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.
- 7.7 Confidentiality. FWISD acknowledges that the intent of federal and state privacy laws and THFW and Facility policies is to assure that Confidential Information, as described in Exhibit A, 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 executes the Texas Health Harris Methodist Hospital Fort Worth Student Confidentiality Agreement (see Exhibit A), 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.

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

- 7.9 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.
- 7.11 Nothing in this Agreement waives or relinquishes the Parties’ rights to claim any exemptions, privileges, or immunities as may be provided by law.

[Signature Page Follows]

EFFECTIVE the date set forth above. Executed as of the dates below, by and between Fort Worth Independent School District and THFW through their duly authorized officers, thereby binding themselves, their successors and assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

FORT WORTH INDEPENDENT HIGH SCHOOL DISTRICT:

By:  _____ 10/18/2023 _____

Printed Name: **Dr. Lisa Castillo** _____ Date

Title: **Executive Director of CCMR**  _____ 11/8/2023

By: _____ _____

Printed Name: **Dr. Angélica M. Ramsey** _____ Date

Title: **Superintendent of Schools**


11/15/2023

TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH

By:  _____ 10/5/2023 _____

Printed Name: **Joseph DeLeon** _____ Date

Title: **President**

EXHIBIT A

**TEXAS HEALTH HARRIS METHODIST HOSPITAL FORT WORTH
STUDENT CONFIDENTIALITY AGREEMENT**

I understand that while I am participating in an educational program at a Texas Health Harris Methodist Hospital Fort Worth (“THFW”) facility, I may have access to Confidential Information. Confidential Information is valuable and sensitive and is protected by law and by THR Policy. The intent of federal and state privacy laws and THR policies is to assure that Confidential Information will remain confidential and will be used only by those with appropriate authority as necessary to accomplish THR’s mission.

Confidential Information is information about patients, participants of THR benefit plans and programs, customers, physicians on the medical staff of a THFW hospital, credentialing, peer review, quality review, committee records, personnel records, payroll records, salary and compensation information, login and password information, employee health information, or information related to operations about THR that is not generally available to the public. I may learn of or have access to some or all of this Confidential Information orally, through a computer system, or through documents.

If I need access to THR’s or Facility’s computer system I will be assigned a unique logon ID and password, as well as other access control devices such as cards or tokens. I agree that I will keep these logon IDs, passwords, and other access control devices assigned for any purpose secure and confidential. I acknowledge the unique login ID and password are equivalent to a legal signature. I will be held accountable for any access utilizing my unique login ID. Access cards and other facility security devices will be kept secure.

Access to Confidential Information is permitted only as authorized and as required for legitimate purposes in the performance of my student role.

I understand that patient information will be available for educational purposes to authorized students enrolled in educational programs affiliated with the THR facility for use within the department maintaining those records. Removal of any part of the patient’s medical record or information that identifies a patient is prohibited.

Requests for access for formal research purposes require a waiver from the facility’s Institutional Review Board. In order to access and compile data for educational studies, I understand I must present a written request and consent from my instructor.

Students are prohibited from removing information that identifies a patient from the THR facility.

I understand the above requirements and I agree to abide by these requirements. I understand that my violation of this Agreement may result in my being terminated from my participation in the program at a THR facility.

Printed Student’s Name

Student’s Signature

Date

By my signature, I agree to be responsible for compliance by my son/daughter under the age of 18, with the terms above.

Student’s Parent Name

Student’s Parent Signature

Date

CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE PURCHASE OF TUTORING SERVICES FOR J. MARTIN JACQUET MIDDLE SCHOOL**

BACKGROUND:

Through the Texas COVID Learning Acceleration Supports (TCLAS) Grant, J. Martin Jacquet Middle School received funds from the Texas Education Agency to support the improvement of academic performance. In the final year of using the grant funds, J. Martin Jacquet seeks to use the funds for students who received a “Do Not Meets” rating in Reading and Math. To ensure that J. Martin Jacquet Middle School students can maximize their learning, we are seeking a tutoring program that will provide J. Martin Jacquet Middle School students with substantial intervention support.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Tutoring Services for J. Martin Jacquet Middle School
2. Decline to Approve Purchase of Tutoring Services for J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Tutoring Services for J. Martin Jacquet Middle School

FUNDING SOURCE: *Additional Details*

Special Revenue 279-11-6299-VTT-059-24-950-000416-22F42

COST:

\$249,463

VENDOR:

FEV Tutor

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Solicitation Statistics

Solicitation Number: 22-018

Number of Bid/Proposals received: 37

HUB Firms: 4

Compliant Bids: 35

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 purchase.

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

J. Martin Jacquet Middle School

RATIONALE:

Currently, we have 278 students who received a “Do Not Meets” rating in Math, and 244 students who received a “Do Not Meets” rating in Reading. Although we have certified teachers who are tutoring, the number of students who need intensive intervention surpasses before and after school availability. Consequently, the school day vendor program is crucial to the success of Jacquet students.

INFORMATION SOURCE:

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

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: **APPROVE CONTRACT FOR ENDPOINT SECURITY AND INCIDENT
DETECTION AND RESPONSE SERVICES****

BACKGROUND:

The District currently uses endpoint security and incident detection and response services on its most critical resources. To ensure all District devices are covered, the District will purchase using the Texas DIR purchasing cooperative for these services to ensure the best price along with the best solution for the District. The current approval will be for services for one (1) year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract for Endpoint Security and Incident Detection and Response Services
2. Decline to Approve Contract for Endpoint Security and Incident Detection and Response Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Endpoint Security and Incident Detection and Response Services

FUNDING SOURCE: Additional Details

General Fund 199-53-6299-814-999-99-562-000000

COST:

\$513,509.18

VENDOR(S)/PROVIDER(S):

GTS Technology Solutions

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-4920

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Texas DIR Contract DIR-CPO-4920. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

RATIONALE:

To protect Fort Worth ISD employee and student devices from ransomware and online threats.

INFORMATION SOURCE:

Ramesh Krishnamurthy, CTO, Division of Technology



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

Quote

Quote #: QT0103324
Date: 10/12/2023
Delivery Date:
Expire Date: 12/20/2023
Customer ID: TXFWISD21000
Sales Contact: Hannah Brierty

QUOTE FOR:	SHIP TO:
Fort Worth Independent School District	Fort Worth Independent School District

CUSTOMER P.O. NO.	TERMS	SALES REP
Renewal	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: Renewal Group 1 (Jan 2, 2024 - Jan 1, 2025)	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	CS.FALCOMPONBC.SOLN.12M: Falcon Complete: Complimentary CID	DIR-CPO-4920	1.00	EACH	\$0.00	\$0.00
3	RR.PSO.ENT.PASS.12M: University LMS Subscription Customer Access Pass	DIR-CPO-4920	30.00	EACH	\$0.00	\$0.00
4	CS.SPOTLT.SOLN.T10.12M: Falcon Spotlight	DIR-CPO-4920	8,500.00	EACH	\$2.91	\$24,735.00
5	RR.HOS.ENT.ESTL.12M: Essential Support - 12 month term, CrowdStrike Inc.	DIR-CPO-4920	1.00	EACH	\$36,864.18	\$36,864.18
6	CS.FCSD.SOLN.T8.12M: Falcon Complete with Threat Graph Standard	DIR-CPO-4920	8,500.00	EACH	\$41.66	\$354,110.00
7	CS.INSIGHTB.SOLN.T10.12M: 12 month term CrowdStrike, Inc. - CS.INSIGHTB.SOLN.T10.12M	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
8	CS.PREVENTB.SOLN.T12.12M: Prevent 12M	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
9	CS.DISCB.SOLN.T10.12M: Discover- 12 month term	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
10	CS.FALCOMPS.SVC.12M: Falcon Complete Subscription (Up to 299 Endpoints)	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
11	CS.OWB.SVC.T10.12M: Overwatch- 12 month term	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
12	CS.TGB.STD.12M: Threat Graph Standard (Up to 299 Endpoints)	DIR-CPO-4920	8,500.00	EACH	\$0.00	\$0.00
13	NOTE LINE: Renewal Group 2 (Jan 2, 2024 - Jan 1, 2025)	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
14	CS.EPPPRO.SOLN.T11.12M: Falcon Endpoint Protection Pro Flexible Bundle	DIR-CPO-4920	23,000.00	EACH	\$1.50	\$34,500.00
15	CS.PREVENT.SOLN.T12.12M: Prevent 12 Month	DIR-CPO-4920	23,000.00	EACH	\$0.00	\$0.00
16	CS.CONRESP.SOLN.T11.12M: Falcon Control and Respond	DIR-CPO-4920	2,300.00	EACH	\$0.00	\$0.00
17	NOTE LINE: Renewal Group 3 (Jan 2, 2024 - Jan 1, 2025) for Contract 00236623	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
18	CS.IRECONP.SOLN.12M: CrowdStrike Falcon Intelligence Recon + Assigned Analyst Endpoint Enterprise - Up to 5000 endpoints	DIR-CPO-4920	1.00	EACH	\$32,400.00	\$32,400.00
19	CS.IRECON.SOLN.12M: CrowdStrike Falcon Intelligence Recon Endpoint Enterprise - Up to 5000 endpoints	DIR-CPO-4920	1.00	EACH	\$30,900.00	\$30,900.00



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

Quote

Quote #: QT0103324
Date: 10/12/2023
Delivery Date:
Expire Date: 12/20/2023
Customer ID: TXFWISD21000
Sales Contact: Hannah Brierty

QUOTE FOR:		SHIP TO:				
Fort Worth Independent School District		Fort Worth Independent School District				
CUSTOMER P.O. NO.	TERMS	SALES REP				
Renewal	Net 30 Days	Jeff Dawson				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
20	CS.FXRFEED.SOLN.12M: CrowdStrike Intelligence Actor Profiles and Indicators of compromise (IOC) feed	DIR-CPO-4920	1.00	EACH	\$0.00	\$0.00

	Total Weight (EACH):	0	Sales Total:	\$513,509.18
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
			Tax Total:	\$0.00
			Total (USD):	\$513,509.18

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE PURCHASE OF ANNUAL DOCUMENT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTIONS

BACKGROUND:

This is the annual subscription purchase for the District’s document management system. The system stores and organizes a secure environment for documents related to student, employee, and Special Education records. This tool has been used District-wide since September 2017. The term is from December 12, 2023, through December 12, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Annual Document Management Software License Subscriptions
2. Decline to Approve Purchase of Annual Document Management Software License Subscriptions
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Annual Document Management Software License Subscriptions

FUNDING SOURCE: Additional Details

General Fund 199-53-6399-802

COST:

\$119,279.50

VENDOR(S)/PROVIDER(S):

VP Imaging, Inc. dba DocuNav Solutions

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-4449

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

District-Wide

RATIONALE:

Approval of this renewal provides secure document storage, document retention compliance management, and workflow management of District business processes. Data and documents stored are related to Special Education records, student transcripts, and secure employee data.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations
Ramesh Krishnamurthy, Chief Technology Officer, Division of Technology



QUOTE

VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 1440
 Frisco, TX 75034
 800-353-2320



DocuNav Contact:
 Accounts Payable

Date: 10/27/2023
Quote: DSA11564

ANNUAL SUPPORT AGREEMENT

**Year-to-Year Agreement; this is a 1-Year Agreement.
 Coverage from December 12, 2023 through December 12, 2024.**

247	EFRM	Laserfiche Forms (per user)	\$17.80	\$4,396.60
247	ERM	Laserfiche RIO Records Management Edition	\$17.80	\$4,396.60
247	ECNC	Laserfiche Connector	\$8.90	\$2,198.30
1	QFA	Laserfiche RIO Quick Fields Agent	\$2,700.00	\$2,700.00
2	QCX	Laserfiche RIO Quick Fields Complete (Includes Laserfiche RIO Quick Fields Core package plus Document Classification, Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition, and Auto Stamp/Redaction/Bates Num.)	\$4,050.00	\$8,100.00
1	IA	Laserfiche RIO Import Agent	\$405.00	\$405.00
1	EPXFRM	Laserfiche Forms Enterprise Portal Add-on	\$6,480.00	\$6,480.00
1	PPMX	Laserfiche RIO Public Portal License for Multiprocessor Machine (Includes Laserfiche WebLink and retrieval connections). License is for multiple processors and must match the number of processors enabled on the server hardware where the Laserfiche Application Server is installed. The Portal License will enable WebLink users to connect to a single application server.	\$20,250.00	\$20,250.00
1	DNCONV10	DocuNav Conversion Utility	\$0.00	\$0.00
247	ENF02-N	Laserfiche Rio Named Full Users (Per user; 200-499 users) Named User pricing includes: Unlimited Laserfiche Servers, Workflow, Mobile, Web Client, Audit Trail, Snapshot, Microsoft Office/Sharepoint, Web Admin Console and Digital Signatures. Pricing effective 01/01/2021	\$178.00	\$43,966.00
1	JSEDCOM4-N	Laserfiche Annual Self-Hosted Subscription Licensing: Education Users (Block of 25,000 Licenses) *User Capabilities: provides read-only repository access and the ability to participate in forms processes for accredited educational institutions	\$30,676.25	\$30,676.25
1	DNPK-CFT3-DSA	DocuNav Solutions Package - Cumulative Folders Tier 3 (annual subscription for support/upgrades)	\$5,000.00	\$5,000.00
1	DN DIR DSA	DocuNav Solutions DIR Support Discount (10%-off) *Please See DIR Contract # DIR-CPO-4449 - DIR-CPO-4449	\$(9,289.25)	\$(9,289.25)

**Note: Quote expires 12/31/2023. Please call your DocuNav contact for any changes.*

Subtotal	\$128,568.75
Discount	\$-9,289.25
Tax	\$.00
Total	\$119,279.50

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre-purchased hours or daily units expire after 3 years from invoice date.



DOCUNAV SOLUTIONS PRIORITY SUPPORT AGREEMENT 2023

The cornerstone of the DocuNav Customer Support program is Priority Support Service. Priority Support Service provides expert troubleshooting. Priority Support Service additionally provides you with answers to ensure smooth, productive operation of your system. DocuNav Solutions technical support team consists of expert problem-solvers trained to support customers across their complete Laserfiche / DocuNav solution. They troubleshoot, identify problems, and provide issue resolution—even when the issue is beyond Laserfiche. Support extends to troubleshooting with scanners, security, firewalls, networks, databases, operating systems, virtual machines and interfaces with 3rd party applications. With a Priority Annual DocuNav Support Agreement (PR DSA), you're entitled to the services listed below.

Priority Support Services

You can expect a response from our support team within 4 hours of reporting any issue to start the resolution process. Our PR DSA customers also receive expedited escalation of any issues that are mission critical to minimize system downtime.

All support services start with an e-mail or phone call to the DocuNav support team. Customers should identify valid technical support contacts for their organization and inform DocuNav of their authorized contacts. Authorized contacts should first e-mail or call to report service issues/questions. Emails should be directed to support@docunav.com. The e-mail should include information regarding the issues and/or questions. To speak with the support team, call 800-353-2320, option 3. As our support staff works on your cases, they may bring in additional staff expertise as needed to resolve your issues or answer your questions. We will prioritize incoming email support issues and phone calls for our PR DSA customers (within the 4-hour response time); for example, a system failure will receive a response before a scanning issue.

Priority Support includes:

- 4 Hour Response Time
- Remote Log-in Capabilities
- Support issues are logged into our system and tracked through completion
- Issue escalation to software developers when appropriate
- Annual 4 hour System Review with experienced DocuNav technical staff
- Free enrollment to Laserfiche Certified Professional Program
- Access to certain DocuNav specialized products at no additional charge—to enhance solution
- Access to the Laserfiche Software Assurance Plan (LSAP)

Priority Support Services offers assistance with:

- Installation and operation support services— to verify the software is operational
- Information services— to interpret error messages and suggest corrective actions
- Troubleshooting services across complete solution— to verify issues being addressed (even when issue extends beyond Laserfiche), to suggest problem-solving techniques, to determine work around solutions, to identify and resolve issues with supported peripherals and hardware
- Advice on proper system configuration and general best practices suggestions for Laserfiche Administration

Scheduled After Hours Support:

- After Hours: After 5pm CST/ Before 8am CST Monday-Friday, and Weekend Hours: Saturday- Sunday
- Multiplier is x1.5 regular professional services rate
- Tasks must be scheduled, minimum ½ day when scheduling on-site services

Optional 24/7 365 Days Support:

- DocuNav Priority Support Customers will be provided with support contact information to use for emergency support issues that may arise after normal support hours.
- Emergency Technical Support Access Fee is 10% of Priority DSA
- Multiplier is x3 regular professional services rate
- Support applies **24 Hours/Day, 7 Days/Week, and 365 Days/Year** – No Exclusion

Support hours are Monday - Friday 7:00 a.m. - 5:00 p.m., Central Standard Time, excluding holidays.

DocuNav Service Level Agreement with Respect to 4 Hour Response Time Commitment

In the event DocuNav does not meet the guaranteed four-hour response time commitment for troubleshooting technical support issues, then DocuNav will owe customer a credit back based upon the following:

- Credit owed will be calculated as follows:
 - One full day of support cost per instance (Customer’s Annual DSA Cost / 365 days)
 - Credit is limited to one day per instance
 - Credit to be applied to professional services hours on the next billing period
- Customer’s responsibilities in order for credit to be received include:
 - Customer must notify DocuNav through the above notification channels
 - Email support@docunav.com or call the 800 number and leave a detailed message with direct contact information
 - Customer may not call or email individuals directly for credit to apply

Laserfiche Software Assurance Plan

Your DocuNav PR DSA also includes the Laserfiche Software Assurance Plan (LSAP).

LSAP entitles you to receive access to the [Laserfiche Support Site](#) where you'll find detailed technical information to help you optimize system performance and maximize uptime.

Online Resources Available:

- Knowledge Base articles
- Training Resources
- Forums
- Downloads
- Laserfiche Code Library

Technical Support Team

DocuNav’s technical support team is comprised of implementation experts, technicians, trainers, and software developers. DocuNav’s technical support team is recognized by Laserfiche, as Platinum-Level Certified for their support services. Every one of DocuNav’s multiple support staff members is tested and mandated to retain current certifications across the Laserfiche product suite.

DocuNav Integration Support

DocuNav PR DSA also includes support across all DocuNav integration tools. Your current support contract will allow you direct access to the developers of the integration tools ensuring a knowledgeable response.

Software Updates and Feature Enhancements

Your PR DSA includes comprehensive software assurance plans to help preserve your investment by delivering periodic updates that extend the benefits of the original purchase. These plans include crucial point updates, patches and service packs as released by Laserfiche throughout the year. Another advantage is Laserfiche full version releases are also offered at no additional cost as part of your PR DSA.

All DocuNav software will also follow along the same update schedule. As Laserfiche updates become available, DocuNav will release any necessary updates to DocuNav software ensuring customers maintain seamless compatibility across their solutions.

DocuNav tests all manufacturers' updates and consults with customers on an individual basis. After consultation, DocuNav will make recommendations for each customer's unique system on the optimal timing in the release cycle to consider updating. DocuNav's knowledgeable staff protects and guides customers to the most successful deployment of future updates and enhancements of their solutions.

Internet services and remote access

This service provides our PR DSA clients with remote access to the same quality assistance and advice that they would receive from an on-site visit by one of our technicians. Using remote connectivity, a DocuNav technical staff member can connect to your system and control your screen as you watch and speak with us over the phone. This powerful, interactive technique allows us to assist you in various tasks.

Annual System Review

Annually, a 4-hour remote system review with an experienced DocuNav technical team member has been included with your DocuNav PR DSA. This event can be scheduled by contacting your DocuNav Account Manager and can occur anytime throughout the year of your DocuNav PR DSA. During the annual system review, DocuNav technical staff will analyze the configuration of the existing Laserfiche application server, database, and backup procedures. Additionally, the Laserfiche configuration will be reviewed to include volume structures, folder trees, security and template field creation. Upon completion of the review, DocuNav will provide the customer with documentation detailing the findings as well as best practice recommendations for adjustments that would enhance the solution.

Extended User Education

Using hands-on teaching methods, end-user education courses are held throughout the year to help you design, develop, and maintain your DocuNav solution. Led by experienced teachers, you gain knowledge and expertise of your DocuNav Solution. Optional free webinars covering a variety of topics are also available throughout the year. Whether on-site or remote, the sessions provide improved employee understanding of your system and increased utilization.

DocuNav is now offering access to our growing resource of self-paced courses and labs via our Training Portal. The Portal contains all levels of trainings and tips from entry to expert level. New customers will receive complimentary all-access passes for the key employees based on the number of users purchased (see chart below). Priority Support customers may also access individual courses for other employees that use Laserfiche for a nominal fee. We are also excited to offer special Labs through the portal (coming very soon). These Labs are designed for key employees that will help you implement Laserfiche internally. The Labs will come with Use Cases, demo server access and feedback from our experienced engineers.

Please contact sales@docunav.com for details and the link to the portal.

DocuNav Training Portal Chart	
Laserfiche Named Full User Count	Number of All-Access Passes
20 users or less	1 person
21 – 100 users	2 people
101 – 500 users	4 people
501 + users	8 people

Laserfiche Empower Conference

Laserfiche Empower Conference is an annual educational and networking event with over 3, 000 Laserfiche customers, partners, and IT professionals. As part of your PR DSA, DocuNav will pay conference registration fees for your employees to attend. **We encourage you to sign-up for Empower Registration as early as you can because the number of total registrations we pay for is limited per year.** Please see the chart included below for a breakdown of how many employees per organization are eligible for free conference registration.

Laserfiche Empower Registration Chart	
Laserfiche Named Full User Count	Number of Registrants
21 – 100 users	1 person
101 – 500 users	2 people
501 + users	4 people

How to Register for CPP & Laserfiche Empower Conference

To register employees for the CPP courses and/or the Laserfiche Empower Conference, please email sales@docunav.com.

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: **APPROVE GYM FLOOR REPLACEMENT AT MORNINGSIDE MIDDLE SCHOOL**

BACKGROUND:

The hailstorm in March 2023 significantly damaged the roof at Morningside Middle School and caused structural damage to the roof and damage to the school in multiple areas, including the competition gym hardwood floor. While the roof was repaired over the summer the request at this time is to repair the gym flooring.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Gym Floor Replacement at Morningside Middle School
2. Decline to Approve Gym Floor Replacement at Morningside Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Gym Floor Replacement at Morningside Middle School

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-938-999-99-501-000000-

COST:

\$102,073

VENDOR(S)/PROVIDER(S):

Ponder Company, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
BuyBoard 641-21

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 641-21. Supporting documentation is attached. The recommended vendor is listed above.

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

Morningside Middle School

RATIONALE:

Due to the severe water damage the gym floor at Morningside Middle School needs to be replaced.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

UPDATED BID QUOTATION

Project Name:	Morningside Middle School – Fort Worth ISD
City / State:	Fort Worth, TX
Bid Date:	10/16/2023
Section #:	
Section Item:	Athletic Sports Flooring
Addendum #:	

Gym Flooring System:

The Gym flooring system appears to be a Perma-Cushion Sleeper system or possibly a Bulldog Clip system, with 25/32" (3/4 inch) thickness x 2 1/4" random length 2nd & Better Maple, fastened to the top of one layer of 1" x 6" boards laying at a 45-degree angle to the maple; possibly with felt paper between the maple and subfloor attached to 2" x 3" sleepers with 3/8" Perma-Cushion rubber pads fastened to the sleepers, running the width of the floor and perpendicular to the maple hardwood, with a slab depression of approximately 3" inches or more.

Evaluation of the Damaged Gym Floor, 3/6/2023:

The Competition Gym hardwood floor, approximately 4,756 SF, at Morningside Middle School, Fort Worth ISD, has damage to the Maple hardwood surface and the sleeper subfloor, due to a water leak, per Fort Worth ISD personnel. Moisture readings were taken March 6, 2023 in the affected areas:

- A baseline moisture reading, away from the affected area near the baseline on the south end of the gym, registered at 9.4% Maple, and 8.9% Subfloor.
- Maple hardwood surface areas ranged from 20.5% to 34.7%.
- Subfloor areas ranged from 15.7% to 26.5%.
- The accepted industry standard (MFMA) for unacceptable and excessive moisture readings is 15% or greater.

Significant "Cupping" of the maple along the northwest and southwest ends of the court, center jump circle, northeast and southeast ends of the court, covering over half of the gym floor. There was noticeable heaving in the northwest and northeast ends of the gym floor. Upon evaluation, it was determined, by the Ponder Company staff, that the damaged maple, is above the MFMA (Maple Flooring Manufacturers Association) standard, and the maple is too wet to attempt to properly dry due to compression of the maple and warping setting in.

Scope of Work:

This includes the materials and labor to tear-out, haul-off and replace the gym flooring, of the Competition Gym, approximately 4,756 SF, as well as Sand, Seal, Stripe and Finish the maple hardwood gym flooring in the Morningside Middle School Gym:

Replace the Gym Floor – Robbins Bio Channel Classic:

- Tear-out and haul-off the Maple hardwood Gym flooring and subfloor, approximately 4,756 SF.
- Detach and reattach bleachers from the wall. No repair will be completed to the bleachers.
 - Ponder Company recommends Fort Worth ISD contact and secure the District's bleacher provider to detach prior to demo, move onto the new gym floor, and reattach bleachers to the gym wall after completion of installation of new flooring under the stacked bleacher position. – **CREDIT: \$3,900.00**
- Installation of new Robbins Bio Channel Classic Anchored flooring system.
 - Shimmable and anchored system.
 - Hardwood 2nd and Better, 25/32" x 2 1/4" XL Plus Maple.
 - Subfloor, one (1) layer of 23/32" x 48' x 96" CDX Plywood (3/4" plywood).
 - Anchored steel encased Sleeper, 2" x 3" x 4' long with Robbins 7/16" Resilient EPDM Pads.
 - Reduction of dead spots and superior stability.
- Sand the entire maple Gym hardwood flooring.
- Apply two coats Sealer and Finish.
 - Water base Sealer and Finish Characteristics
 - No significant strong odor.
 - 24-48 hour dry time.
 - Coat is clear and there is no darkening of the gym floor.
 - Cost is more than oil base finish.
 - Water base finish is harder and holds up better to street shoes.

PONDER COMPANY, INC.

6825 Levelland, #3B ♦ Dallas, Texas 75252
972-248-9001 (phone) ♦ 972-248-9002 (fax)

- Oil base Sealer and Finish Characteristics (Should customer choose Oil Base) – **CREDIT: \$2,109.00**
 - Has a strong odor when applied.
 - 7-day dry time.
 - Gym floor will amber, in color, over time.
 - Cost is less than water base finish.
 - Oil base is a softer product than water.
 - Higher gloss than water base finish.
- Stripe the game lines and practice lines.
- Logo & Lettering, AS IS.
- Installation of new Vent Cove Base along perimeter walls (excluding behind bleachers) & Thresholds at the doors.
- Stain is an Additional Cost, please see below.
- Generator rental. * – **CREDIT: \$1,200.00**
 - Cost will be credited should the customer have adequate electrical hookup (Please see Exclusions below)

Gym Floor Installation:	\$73,483.00
Demo. Tear-out & Haul-Off:	\$9,146.00
Bleacher Detach & Reattach:	\$3,900.00
Logo/Lettering, AS IS:	\$6,154.00
Freight:	\$8,190.00
* Generator Rental:	\$1,200.00

Total Amount Bid: \$102,073.00

Additional Cost / Information, per customer determination:

- Stain Center Jump Circle: \$300.00
- Stain Keys: \$1,500.00
- Stain 3-Point Arcs: \$1,800.00
- Stain Baselines and Sideline, 24": \$2,200.00
- Stain Baselines and Sideline, 36": \$2,500.00
- Stain Baselines and Sideline, 48": \$3,000.00

Finish Product:

Ponder Company only applies gym flooring products that conform to Maple Flooring Manufacturers Association (MFMA) specifications. The wood floor finish should be reapplied every 12 months until the newly sanded floor has built up enough finish to best take on spills. At that time, the wood floor finish should be reapplied every 12-18 months.

Additional Information:

Robbins Sports Surfaces, Inc. is an established firm experienced in the field and has been in business with over 120 years of quality installation experience and over 80 years as a highly successful sports flooring manufacturer. Ponder Company is an established and accredited installer for over 47 years, exclusively for Robbins Inc.; as well as accredited by the Maple Flooring Manufacturers Association (MFMA).

Buy Board Pricing:

- Buy Board #641-21

Exclusions:

Slab preparation/levelness/repair, protection of finished flooring, clean-up of areas other than floor, repair of bleachers, P&P Bond and sales tax.

- **Please Note** – Electrical supply at the Morningside Middle School Gym in Fort Worth, TX for sanders (220 volt, 3 phase electricity with 2 each 40-amp breakers will be required), connecting and disconnecting pig tails for sander to electrical supply. Generator rental, \$1,200.00 is added to the total cost, but will be credited should the customer have adequate electrical power. (Please see pricing above).
- **Please Note** – A fine mist of sawdust may not be totally captured and vacuumed by the sanders; as a result, the dust may settle on walls, equipment, seating and possibly other items in the general area.

Thank you for your consideration,



Brad Burns
Ponder Company, Inc.

Note: This bid is ¹⁹⁴good for 90 days

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: **APPROVE RATIFICATION PURCHASE OF EMERGENCY
ELECTRICAL REPAIR AT TRUELSON HIGHTOWER OUTDOOR
LEARNING CENTER****

BACKGROUND:

The Truelson Hightower Outdoor Learning Center (OLC) is home to the J.R.O.T.C. Leadership Learning Center. This site serves as a training center for J.R.O.T.C., and J.C.C. cadets is home to the Dallas Recruiter Battalion, and hosts professional development activities for various District staff.

In October, a severe storm broke one of the electric poles that delivers power to the OLC facilities. The broken pole caused the power lines to dangle dangerously low and placed a strain on the remaining electric poles. Immediate repair was needed to restore a safe learning environment and prevent further damage. This request is to grant the ratification of the emergency work completed to repair the electric pole.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification Purchase of Emergency Electrical Repair at Truelson Hightower Outdoor Learning Center
2. Decline to Approve Ratification Purchase of Emergency Electrical Repair at Truelson Hightower Outdoor Learning Center
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification Purchase of Emergency Electrical Repair at Truelson Hightower Outdoor Learning Center

FUNDING SOURCE: Additional Details

TRE 198-51-6299-920-999-99-501-000000

COST:

\$53,277

VENDOR(S)/PROVIDER(S):

Humphrey & Associates. Inc.

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract #638-21

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

The Outdoor Learning Center
District Operations

RATIONALE:

The Truelson Hightower Outdoor Learning Center (OLC) is a 238-acre facility home to the J.R.O.T.C. Leadership Learning Center. This site serves as a training center for approximately 4,800 JROTC and JCC cadets, is home to the Dallas Recruiter Battalion, and hosts professional development activities for various District staff.

The OLC has been used and operated by the J.R.O.T.C. Program since 2011 and is essential to their mission. Restoring the facility to safe operation condition is imperative to the District's College, Career, and Military Readiness (CCMR) goals.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



November 10, 2023

Jerry Granados
Fort Worth Independent School District
4200 Lubbock Avenue
Fort Worth, TX 76115

Reference: Azle ODLC – Over Head Power Lines

Subject: Electrical Proposal
Q10-239498
BuyBoard # 638-21

We are pleased to submit our proposal of **\$53,277.00 excluding sales tax** for the following scope of work:

- Replace a broken 40' Class 2 pole
- Re-Work framing, install new anchor and re-work guy wire.
- Replace (8) eight cutouts and 1 lightning arrestor
- Trim tree limbs around the lines.
- Power Standard will be our sub-contractor for this work. I have included their quote that has Power Standard Terms and Conditions for your review.
- We will need a sales tax exempt certificate for this work. We have not included sales tax.

Qualifications:

1. **All Products included in this Proposal are valued (based on current Commodity Pricing) at the time of the Bid. An Increase in the price of Raw Materials between the estimate time and time of official award of the project will require a Change in the final price to complete the project.**
2. **Price firm for 30 days and based on a mutually acceptable contract.**
3. **Pricing is based on all work being completed Monday through Friday 7:00 am through 3:30pm.**
4. **Delay in Delivery: H&A is not to be accountable for the delays in delivery occasioned by act of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond H&A's control. Factory shipments or delivery dates are the best estimates of our supplier, and in no case shall H&A be liable for consequential or special damage arising from any delay in shipment or delivery.**
5. *Note: Without addressing the validity of a mandatory Covid-19 Vaccination requirements, this note shall serve as notice for cost impact and delay on the project. Covid-19 Vaccination demands (or similar Covid-19 protocol) on Humphrey & Associates, our employees, and our subcontractors and their effect have not been contemplated in the course and scope of this project. If your organization chooses to mandate Covid-19 Vaccines for this project – Please clarify the nature and extent of the mandatory vaccinations required by you so we may advise our employees and our separate contractors, suppliers, or vendors who are required to be present at the jobsite. Please advise if your directives will permit employees with religious, medical exemptions, or previously having contracted the virus to be physically present at the*



2650 Handley Ederville Road¹⁹⁷ Fort Worth, Texas 76118

• (817) 589-9550 Phone • (817) 589-9032 Fax • TECL17692 • TACLA110611C • RMP-42869

Joel@teamhumphrey.com • www.teamhumphrey.com

DALLAS

DENTON

FORT WORTH

YANTIS – EAST TEXAS



jobsite. Please also provide the manner and detail in which you are requesting that we and each employee provide such disclosures to you so we may be compliant with applicable laws and privacy.

Respectfully:

Humphrey & Associates, Inc.



Joe Lorch
Service Manager

Regulated by The Texas Department of Licensing and Regulation
P. O. Box 12157, Austin, Texas 78711
1-800-803-9202, 512-463-6599
website: www.tdlr.texas.gov



2650 Handley Ederville Road • Fort Worth, Texas 76118

• (817) 589-9550 Phone • (817) 589-9032 Fax • TECL17692 • TACLA110611C • RMP-42869

Joel@teamhumphrey.com • www.teamhumphrey.com

DALLAS

DENTON

FORT WORTH

YANTIS – EAST TEXAS



**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

**TOPIC: APPROVE SYNTHETIC TURF REPLACEMENT AND TRACK
RESURFACING**

BACKGROUND:

In order to maintain safe playing surfaces for our student athletes, replacing synthetic turf fields that reach the suggested lifespan of 8-10 years is recommended. The synthetic turf playing surfaces of the football/soccer fields at North Side HS, Polytechnic HS, and Eastern Hills HS have been in continuous use since their installations in 2015. These fields have started to become slick and demonstrate evidence of significant wear and tear. The evaluation of the current condition of track surfaces at the listed high schools, to include the addition of South Hills HS, indicate that the track surfaces are damaged and could become unsafe and unplayable. Tracks at the identified campuses require resurfacing, restriping, and possibly foundation repair.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Synthetic Turf Replacement and Track Resurfacing
2. Decline to Approve Synthetic Turf Replacement and Track Resurfacing
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Synthetic Turf Replacement and Track Resurfacing

FUNDING SOURCE: *Additional Details*

CIP 2017	671-81-6629-B39-003-99-000-003314.....	\$761,097
	672-81-6629-B39-003-99-000-003314.....	\$52,847
	672-81-6629-B40-003-99-000-003314.....	\$81,395
	672-81-6629-B39-006-99-000-006314.....	\$1,759,738
	672-81-6629-B40-006-99-000-006314.....	\$185,975
	672-81-6629-B39-008-99-000-008314.....	1,720,011
	672-81-6629-B40-008-99-000-008314.....	\$182,022
	672-81-6629-B39-009-99-000-009314.....	\$1,507,114
	672-81-6629-B40-009-99-000-009314.....	\$186,335

COST:

\$6,436,514. *to include allowance and contingency*

VENDOR(S)/PROVIDER(S):

Hellas Construction, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

IGPA 23-01DP-03

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

North Side High School – Turf & track
Eastern Hills High School – Turf & track
Polytechnic High School – Turf & track
South Hills - Track
Department of Athletics
Capital Improvement Program

RATIONALE:

To maintain the industry’s accepted level of turf field and track surface safety for the students of Fort Worth ISD, approval is recommended.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Athletics



March 6, 2023 (Updated November 17, 2023)

Chief of Staff
Karen Molinar
Fort Worth ISD
100 N. University Drive, SW 212
Fort Worth, TX 76107
karen.molinar@fwisd.org

RE: FWISD – Synthetic Turf Replacement – Track Surface Replacement
Eastern Hills HS | Northside HS | Polytechnic HS | Southside HS

Hellas Construction, Inc. is pleased to provide this Scope of Work Proposal for the above referenced project: Purchase via 1GPA, 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #23-01DP-03 – Athletic Surfaces, Appurtenances and Minor Structures.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, synthetic turf shop drawings.
5. Provide, prior to construction, track lane and event marking drawings.
6. Provide final punch-out and clean-up of the completed project.

EASTERN HILLS HIGH SCHOOL PROPOSAL – Turf Replacement Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. Track Protection - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. Removal - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine*





*if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system. **Hellas will proof-roll existing aggregate base to identify any weak or yielding subgrade areas. No price for existing aggregate base and/or subgrade repair is being provided. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the existing aggregate base and/or subgrade.***

3. Goal Post Replacement if Required
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. **Excludes goal post pads to be provided by owner.**
4. Nailer Replacement – Remove existing nailer and dispose of it off site. Provide and install ~1,284 lineal feet of 2” x 4” **EcoNailer™** recycled plastic nailer.
5. Grading - Fine Grade existing stone base material. *(No purchase of additional stone drainage material or any grade changes are included in this proposal).*
6. Shock Pad – Install ~93,300 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
7. Provide and install ~93,300 square feet of **matrix® helix 46 oz.** 2” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach’s and Player’s boxes per attached rendering
 - Center Logo per attached rendering
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.



2. Provide and install ~2,783 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, 'D' area, and long / triple jump runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.

**NORTHSIDE HIGH SCHOOL
PROPOSAL – Turf Replacement**

Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. Track Protection - Install Geotextile fabric and sandbags to protect existing track surface from damage during turf replacement operations.
2. Removal - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system. **Hellas will proof-roll existing aggregate base to identify any weak or yielding subgrade areas. No price for existing aggregate base and/or subgrade repair is being provided. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the existing aggregate base and/or subgrade.***
3. Goal Post Replacement if Required
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. **Excludes goal post pads to be provided by owner.**
4. Nailer Replacement – Remove existing nailer and dispose of it off site. Provide and install ~1,218 lineal feet of 2" x 4" **EcoNailer™** recycled plastic nailer.
5. Grading - Fine Grade existing stone base material. *(No purchase of additional stone drainage material or any grade changes are included in this proposal).*
6. Shock Pad – Install ~87,845 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.



7. Provide and install ~87,845 square feet of **matrix[®] helix 46 oz. 2"** pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach's and Player's boxes per attached rendering
 - Center Logo per attached rendering
 - Proprietary "RealFill" (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm[™]** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ~3,223 square yards of **epiQ Tracks[®] Q3000** 10mm full-pour track system at the track oval, 'D' area, and long / triple jump runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.



POLYTECHNIC HIGH SCHOOL

PROPOSAL – Turf Replacement

Synthetic Turf Field – Matrix Helix | Realfill / EcoTherm Infill

Hellas scope of work:

1. **Removal** - Remove existing synthetic turf and haul off site for legal disposal. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system. **Hellas will proof-roll existing aggregate base to identify any weak or yielding subgrade areas. No price for existing aggregate base and/or subgrade repair is being provided. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the existing aggregate base and/or subgrade.***
2. **Goal Post Replacement if Required**
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. **Excludes goal post pads to be provided by owner.**
3. **Nailer Replacement** – Remove existing nailer and dispose of it off site. Provide and install ~1,106 lineal feet of 2” x 4” **EcoNailer™** recycled plastic nailer.
4. **Grading** - Fine Grade existing stone base material. *(No purchase of additional stone drainage material or any grade changes are included in this proposal).*
5. **Shock Pad** – Install ~71,547 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.
6. Provide and install ~71,547 square feet of **matrix® helix 46 oz.** 2” pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football markings per attached rendering
 - Soccer markings per attached rendering
 - Endzone letters per attached rendering
 - Coach’s and Player’s boxes per attached rendering
 - Center Logo per attached rendering
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate and **ecotherm™** cooling infill
 - Supply one (1) tow-behind ground-driven sweeper/groomer
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.



PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ~2,328 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, 'D' area, and long / triple jump runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.

SOUTHSIDE HIGH SCHOOL PROPOSAL – Track Surface Replacement

Hellas scope of work:

TRACK SURFACE

1. Remove existing track surface and dispose off-site.
2. Provide and install ~4,703 square yards of **epiQ Tracks® Q3000** 10mm full-pour track system at the track oval, north 'D' area, pole vault runway and long / triple jump runway.
3. Stripe lane and event markings per UIL regulations for all events.

Asphalt/Concrete Base Inspection:

After removal of existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of +/- 1/4" in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials.

If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and or failing areas and provide a proposal for the cost of the remediation.



***Proposal Pricing valid through December 15, 2023.**

TRACK SURFACE & TURF REPLACEMENT PROPOSAL

FWISD - Eastern Hills High School	
matrix® HELIX 46 oz 2" Pile Height CUSHDRAIN® ecotherm™ Infill	\$ 1,016,455.00
Nailer Replacement EcoNailer™ 1,284 lineal feet	\$ 16,050.00
Goal Post & Foundation Replacement	\$ 31,326.00
Allowance - Field Drainage Repair	\$ 200,000.00
epiQ Tracks® Q3000 Track Surface Replacement	\$ 245,907.00
Allowance - Asphalt Repair	\$ 250,000.00
Turf & Track Combined Contingency	\$ 185,975.00
Eastern Hills HS - Total Project Proposal	\$ 1,945,713.00
FWISD - Northside High School	
matrix® HELIX 46 oz 2" Pile Height CUSHDRAIN® ecotherm™ Infill	\$ 953,266.00
Nailer Replacement EcoNailer™ 1,218 lineal feet	\$ 15,225.00
Goal Post & Foundation Replacement	\$ 31,326.00
Allowance - Field Drainage Repair	\$ 200,000.00
epiQ Tracks® Q3000 Track Surface Replacement	\$ 270,194.00
Allowance - Asphalt Repair	\$ 250,000.00
Turf & Track Combined Contingency	\$ 182,002.00
Northside HS - Total Project Proposal	\$ 1,902,013.00
FWISD - Polytechnic High School	
matrix® HELIX 46 oz 2" Pile Height CUSHDRAIN® ecotherm™ Infill	\$ 804,247.00
Nailer Replacement EcoNailer™ 1,106 lineal feet	\$ 13,925.00
Goal Post & Foundation Replacement	\$ 31,326.00
Allowance - Field Drainage Repair	\$ 200,000.00
epiQ Tracks® Q3000 Track Surface Replacement	\$ 207,616.00
Allowance - Asphalt Repair	\$ 250,000.00
Turf & Track Combined Contingency	\$ 186,335.00
Polytechnic HS - Total Project Proposal	\$ 1,693,449.00
FWISD - South Hills High School	
epiQ Tracks® Q3000 Track Surface Replacement	\$ 363,944.00
Allowance - Asphalt Repair	\$ 450,000.00
Track Contingency	\$ 81,395.00
South Hills HS - Total Project Proposal	\$ 895,339.00
Total Turf Replacement & Track Surface Replacement Proposal for All Sites	\$ 6,436,514.00
Total Allowance & Contingency Included in Proposal	\$ 2,435,707.00



EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization.
3. Geotechnical Reports.
4. Any embankment or processing of imported soils.
5. SWPPP/Erosion control.
6. Site storm water management or permitting.
7. Any concrete work outside the scope of this proposal.
8. Any asphalt paving.
9. Any electrical work.
10. Any fence work.
11. Engineering.
12. Supply or installation of perimeter safety fencing
13. Site security
14. Taxes.
15. Permits.
16. Prevailing wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. The owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
19. The owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

A handwritten signature in blue ink that reads "Jack Adams".

Jack Adams
Vice President - Estimating

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Fort Worth ISD
Eastern Hills High School
5701 Shelton St, Ft. Worth, TX. 76112
817-815-4000

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD &
RUNNING TRACK & FIELD EVENTS
SURFACING
PROJECT LOCATION:
FORT WORTH, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: DSR

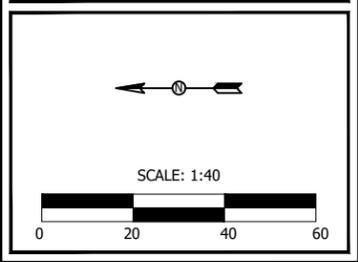
All drawings and written material appearing herein
constitute original unpublished work, and may not be
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consent of Hellas Construction, Inc.

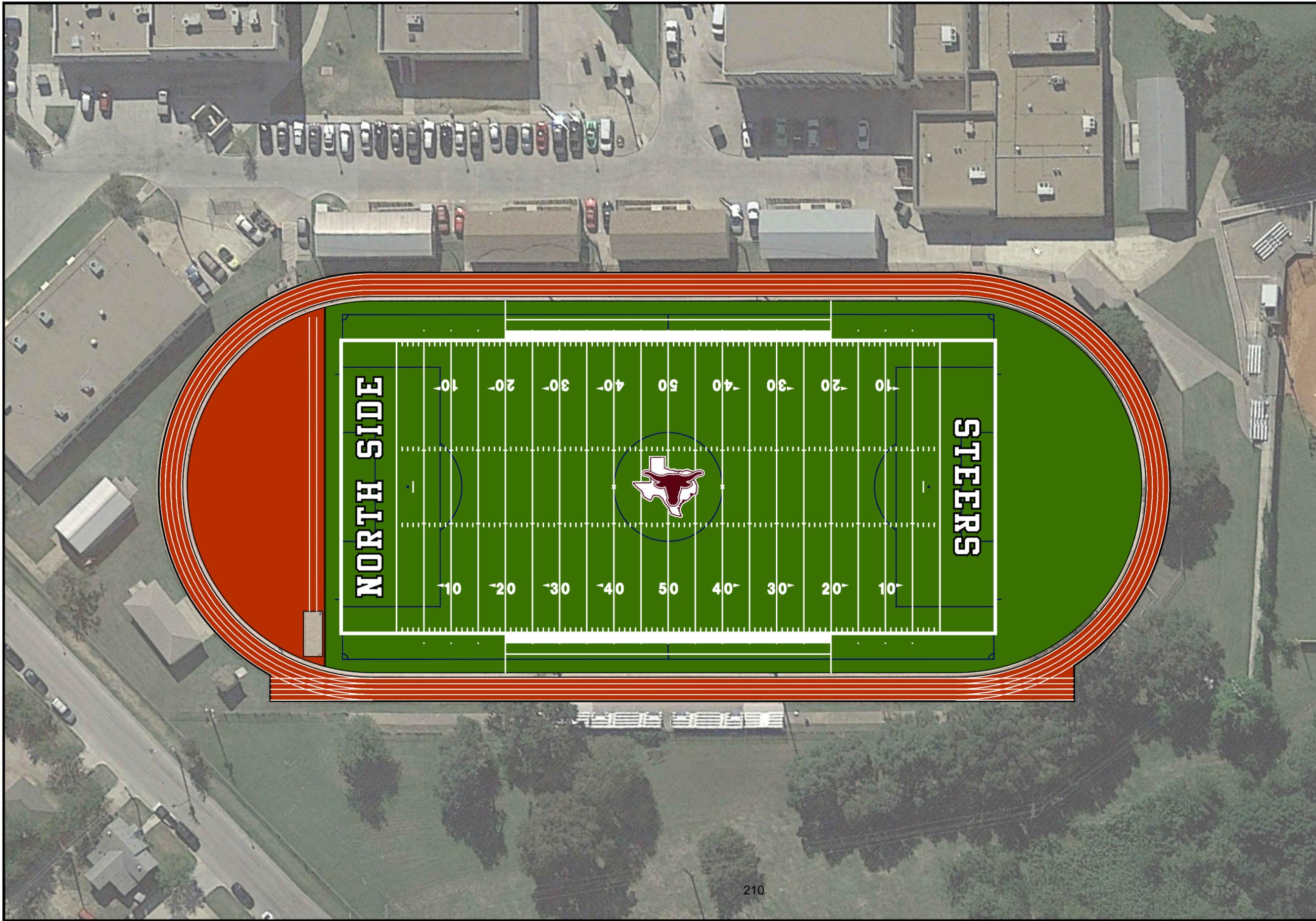
DATE:
MARCH 6, 2023

REVISION:
REV 3

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1





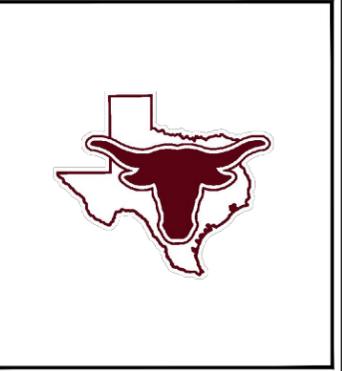
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Fort Worth ISD
North Side High School
2211 Mckinley Ave, Fort Worth, TX 76164
(817) 814-4000

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD &
RUNNING TRACK & FIELD EVENTS
SURFACING
PROJECT LOCATION:
FORT WORTH, TEXAS

matrixTURF

epiqTRACKS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

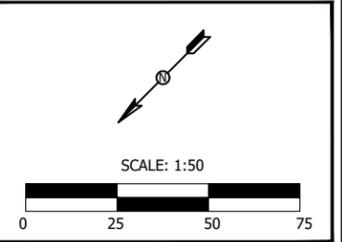
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consent of Hellas Construction, Inc.

DATE:
MARCH 6, 2023

REVISION:
REV 2

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Fort Worth ISD
Polytechnic Senior High School
1300 Conner Ave, Fort Worth, TX 76105
(817) 814-0000

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD &
RUNNING TRACK & FIELD EVENTS
SURFACING
PROJECT LOCATION:
FORT WORTH, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

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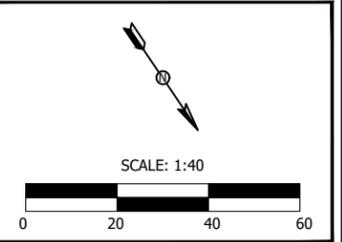
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consent of Hellas Construction, Inc.

DATE:
MARCH 6, 2023

REVISION:
-

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY

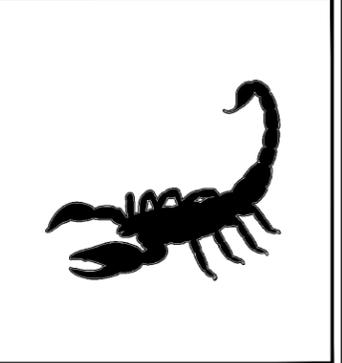


Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Fort Worth ISD
South Hills High School
6101 McCart Ave, Ft. Worth, TX. 76133
817-814-7000

PROJECT:
RUNNING TRACK & FIELD EVENTS
SURFACING

PROJECT LOCATION:
FORT WORTH, TEXAS



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual color may vary.

CREATED BY: DSR

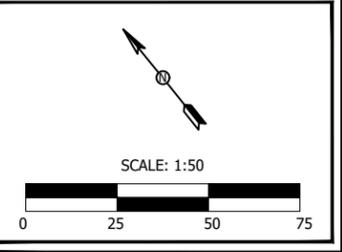
All drawings and written material appearing herein
constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
OCTOBER 18, 2022

REVISION:
-

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: **APPROVE PURCHASE OF CONTINUED GROUNDS MAINTENANCE SERVICES FOR ATHLETIC FIELDS AND ATHLETIC FACILITIES**

BACKGROUND:

On December 13, 2022, the Board Approved Grounds Maintenance Services for Athletic Fields and at Athletic Facilities for a year term ending in December 2023. The request is to amend the agreement to extend services through January. The amendment will allow for continued maintenance while a formal competitive solicitation is concluded and awarded. The services for athletic grounds maintenance services are performed at fourteen (14) High School campuses, at the Goldstein Baseball Field and the Clark Field.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Continued Grounds Maintenance Services for Athletic Fields and Athletic Facilities
2. Decline to Approve Purchase of Continued Grounds Maintenance Services for Athletic Fields and Athletic Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Continued Grounds Maintenance Services for Athletic Fields and Athletic Facilities

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-922-999-99-451-000000

COST:

\$602,358.11 (*Approved on December 13, 2022*)
\$100,393.02 (*Additional Requested*)
\$702,751.13 (*Grand Total*)

VENDOR(S)/PROVIDER(S):

Sports Field Solutions

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract # 641-21

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 641-21. Supporting documentation is attached. The recommended vendor is listed above.

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

High Schools			
Arlington Heights High School	Amon Carter-Riverside High School	Diamond Hill-Jarvis High School	Dunbar High School
Eastern Hills High School	North Side High School	Polytechnic High School	South Hills High School
Southwest High School	Trimble Tech High School	Western Hills High School	Benbrook Middle/High School
Paschal High School	O.D. Wyatt High School		
Non-Campus Field Locations			
Farrington Field	Billingsley Field House	Clark Stadium	Clark (Commons)

RATIONALE:

Services for these fields include Mowing, Edging’ string trimming, and applications of fertilizer, herbicide, fungicide, insecticide, aeration, and over-seeding. Engaging these services will ensure fields and grounds are in the best possible condition for student-athletes as athletics commences on January 12, 2024.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



SPORTS FIELD

SOLUTIONS

PARTNER WITH THE EXPERTS

SERVICE PROPOSAL



Service Proposal

November 7, 2023

Izzy Santacruz
817-815-7409
izamar.santacruz@fwisd.org

Izzy,

Sports Field Solutions is pleased to provide you with a facilities maintenance solution that can provide you, Fort Worth ISD, with the confidence that you truly have the experts in your corner at all times.

December 2023 - January 2024 Pricing

Field/Facility Maintenance **\$100,393.02**

Sports Field Maintenance Offerings

Mowing

- Mowing will be performed by an SFS Turf Specialist, who will diagnose and subsequently address identified problems on each Mow.

- Sports Field Mowing Schedule
 - 1 time mowing per week/year
- Equipment provided by Sports Field Solutions
 - Zero Turn Rotary Mowers

Fertilizer, Weed Control, & Pest Management

- All applications of fertilizer, herbicide, fungicide and insecticide must be administered by a Texas Pesticide-Licensed Applicator.

Your SFS Turf Manager is licensed to apply these products.

- Sports Field Application Schedule (all fields)
 - 4 times per year application of fertilizer
 - 2 times per year application of pre-emergent on all athletic fields
 - 1 time per year application of insecticide



Service Proposal

- 2 times per year application of post-emergent (when necessary)
- Materials provided by Sports Field Solutions
 - All granular fertilizer, insecticide, pre and post emergent Herbicide
- Equipment provided by Sports Field Solutions
 - Boom Sprayer for foliar applications
 - Broadcast spreader for granular applications

Aeration

● Aeration is necessary for any athletic field to perform at the highest level. Aeration is a laborious task; as such expect your SFS Turf Manager to spend over 130 hours aerating your athletic fields each Year.

- Sports Field Aerate Schedule
 - 1 time per year on Sports Fields
- Equipment provided by Sports Field Solutions
 - Sports Field Aerator

Overseeding

● Overseeding is the process of introducing a cool-season turf variety into a warm-season variety during dormancy. In Texas, this means overseeding the warm-season Bermuda grass with a cool-season Ryegrass. This provides excellent winter color and a growing, healthy playing surface year-round

- Sports Field Overseed Schedule
 - 1 time per year on Sports Fields
- Materials provided by Sports Field Solutions
 - 450 bags of Perennial Ryegrass seed
- Equipment provided by Sports Field Solutions
 - Spreader for seed application



Service Proposal

Edging/String Trimming

- Edges around infields will be edged and kept clean with a string trimmer or stick edger.
- No use of string lines will be performed when edging/string trimming
- String trimming around mow strips/backstops 1x/week
- Edging/String Trimming around Tennis Courts, Batting Cages, and Bullpens at each high school listed below.
 - Some may require mowing over string trimming, where the areas are larger than others (see extra maps).

Common Ground Mowing

Services to be performed at Billingsley Field House, Clark Stadium, Clark Baseball/Softball Commons, and Farrington Field Commons (also noted in the maps at end of proposal)

- Mowing, string trimming, edging, and blowing 1x/week during the growing season or 42x/year

*Irrigation controls and repairs to be performed by customer, unless Sports Field Solutions crew damages sprinkler heads.

Field Striping (Baseball/Softball/Clark Soccer)

- Stripe fields on baseball/softball fields (31 total fields) 30 times per year, or 930 total applications.
- Stripe fields at Clark Soccer (3 fields) 30 times per year
- SFS to work with FWISD on striping applications, and when lines are needed.
- Paint to be provided by Sports Field Solutions
- Lines at baseball and softball fields to include foul lines and coaches boxes where applicable
- Lines at soccer fields to include full FIFA 11v11 soccer markings.
- Paint color to be "WHITE", unless otherwise requested.



Service Proposal

Fort Worth ISD List of Fields/Schools Serviced

Amon Carter Riverside High School - Baseball/Softball

Arlington Heights High School - Baseball/Softball

Benbrook High School - Baseball/Softball

Clark Stadium Softball Complex - Softball (3), Baseball (Goldstein), Soccer (3)

Diamond Hill - Jarvis High School - Baseball/Softball

Dunbar High School - Baseball/Softball

Eastern Hills High School - Baseball/Softball

North Side High School - Baseball/Softball

R L Paschal High School - Baseball/Softball

Polytechnic Senior High School - Baseball/Softball

South Hills High School - Baseball/Softball

Southwest High School - Baseball/Softball

Trimble Technical High School - Baseball/Softball

Western Hills High School - Baseball/Softball

O.D. Wyatt High School - Baseball/Softball



Exclusions

- Any item of work not specifically listed above.
- Any building permits or site inspection fees.
- Soils stabilization.
- Temporary irrigation.
- Irrigation repairs outside of this scope.
- Sod grow-in.
- Erosion control.
- Rock excavation.
- Sports lighting.
- Freight surcharge.
- Vendor price increases.
- Electrical work of any kind.
- Materials testing.
- Field Tarp handling
- Sales and/or use tax.

Again, we are excited to provide you with the facilities maintenance proposal for your Athletic Fields in Fort Worth, TX. Feel free to reach out if you have any clarifications or questions as you review the proposal.

Phil Grefrath
817-897-1117
Sports Field Solutions



SportsFieldSolutions.com

**CONSENT AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR LEONARD MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the Leonard Middle School Renovations with the following schedule of events:

First Advertisement	September 19, 2023
Second Advertisement	September 26, 2023
Pre-Proposal Conference	September 28, 2023
Deadline for Questions	September 29, 2023
Deadline to Receive Qualifications	October 12, 2023
Issue Step 2 to Short List (Schedule Interviews)	October 27, 2023
Receive Step 2	November 2, 2023
Interview Firms on Short List; Rank Submissions	November 8, 2023
Board Approval of CMAR Firm	December 12, 2023

The District received three (3) Statements of Qualifications from the following Firms:

1. Balfour Beatty
2. SFP2 JV*
3. Waltz Construction

Step I– The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

1. Balfour Beatty
2. SFP2 JV*
3. Waltz Construction

Step II– The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where all firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (“Proposals”). All three (3) of the invited firms submitted a response to Step II. Balfour Beatty withdrew from the interview. As a result of the

interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. SFP2 JV*
2. Waltz Construction

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-061

COST:

Not-to-Exceed - \$150,000

VENDOR(S)/PROVIDER(S):

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-028

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 1

HUB Firms: 1

**Denotes a HUB Firm*

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

Capital Improvement Department

Leonard Middle School

RATIONALE:

In accordance with Board Policy CV(LOCAL), the Superintendent selected construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations

**ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023**

TOPIC: APPROVE THE RESOLUTION TO NOT AUTHORIZE A DISTRICT CAMPUS TO EMPLOY OR ACCEPT AS A VOLUNTEER A CHAPLAIN UNDER CHAPTER 23 OF THE TEXAS EDUCATION CODE

BACKGROUND:

Section 23.001 of the Texas Education Code permits the District to employ or accept as a volunteer a chaplain to provide support, services, and programs for students, as assigned by the Board. Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the District to employ or accept as a volunteer a chaplain under Texas Education Code Chapter 23. The District employs counselors at each campus to provide these services for students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code
2. Decline to Approve the Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code

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:

Fort Worth ISD Board of Education

RATIONALE:

Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the District to employ or accept as a volunteer a chaplain under Education Code Chapter 23.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications
Dr. Tamekia Brown, Associate Superintendent, Network 4
Woodrow Bailey, Chief Talent Officer

**BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO NOT AUTHORIZE A DISTRICT CAMPUS TO EMPLOY OR
ACCEPT AS A VOLUNTEER A CHAPLAIN UNDER CHAPTER 23 OF THE TEXAS
EDUCATION CODE**

WHEREAS, Section 23.001 of the Texas Education Code permits the District to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the District to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth ISD hereby affirms the practice of a District campus permitting any community members who meet requirements, including chaplains, to volunteer to provide support, services, and programs for students in accordance with the district's existing GKG(LOCAL) policy and declines to expand our current support, services, or programs under Chapter 23 of the Texas Education Code. In accordance with policy, volunteers shall not be used to replace the position or functions of salaried professional or paraprofessional employees.

Adopted this 12th day of December, 2023, by the Fort Worth ISD Board of Trustees.

Dr. Camille Rodriguez, President
Board of Education
Fort Worth Independent School District

ATTEST:

Anael Luebanos, Secretary
Board of Education
Fort Worth Independent School District

ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE THE DESIGNATION OF NON-BUSINESS DAYS FOR PURPOSES OF THE TEXAS PUBLIC INFORMATION ACT FOR THE 2024 CALENDAR YEAR**

BACKGROUND:

House Bill 3033 adopted during the 88th Texas Legislative Session now limits the number of “non-business days” by which a school district or governmental entity may assert closure for purposes of complying with deadlines under the Public Information Act. Historically, the District counted inclement weather days, school closures for winter and spring break, and holidays as non-business days. The new standard allows a District to continue to designate a day on which the District’s administrative offices are closed or operating with minimum staff as a non-business day. However, the district may have no more than ten (10) such designated days per calendar year. The Board of Trustees for a school district must make the designation of non-business days.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year
2. Decline to Approve the Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year

FUNDING SOURCE: *Additional Details*

No Cost

No Cost

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Office of Legal Services

RATIONALE:

The Public Information Act allows ten (10) business days to produce records requested through the Open Records process. The ten (10) day requirement is off-set by designated non-business days which include Saturday, Sunday, a national holiday under Texas Government Code §662.003(a), a state holiday under Texas Government Code §662.003(b) and days when administrative offices are closed. House Bill 3033 now limits the number of non-business days for administrative closure to not more than ten (10) days per calendar year, exclusive of Saturday, Sunday and holidays as described above. This will impact the number of days the District may use as an offset when the District's administrative offices are closed for winter break (10 days), spring break (5 days) and any inclement weather/or other days that might warrant closure of the administrative offices.

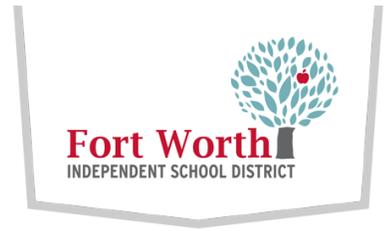
The District will need to post its designated non-business dates on the website for the public's information.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

Fort Worth ISD 2024 Public Information Act Calendar

January 1, 2024 to December 31, 2024



January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1♦	2^	3^	4^	5	6
7	8	9	10	11	12	13
14	15♦	16	17	18	19✚	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19♦	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11^	12^	13^	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29#	30
31						

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27♦	28	29	30	31	

June 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19✚	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4♦	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27✚	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2♦	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11♦	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28♦	29✚	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23^	24✚	25♦	26✚	27^	28
29	30^	31^				

State Holidays ✚

Federal Holidays ♦

Designated Non-Business Days ^

Optional Holiday #

ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **CONSIDER AND APPROVE AN ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024” IN AN AMOUNT NOT TO EXCEED \$300 MILLION; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; INCLUDING DELEGATING CERTAIN MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AUTHORIZED DISTRICT OFFICIALS WITHIN SPECIFIED PARAMETERS**

BACKGROUND:

On November 2, 2021, the voters of Fort Worth ISD approved the issuance of \$1,211,000,000 (the “2021 Authorization Amount”) in school bonds for the construction, renovation, acquisition, and equipment of school buildings in the district and the purchase of the necessary sites and provide for the levying and imposition of taxes sufficient to pay the principal of and interest on the bonds. On July 26, 2022, the Board of Trustees approved a parameters order to allow the administration to issue the first issuance under the \$1.2B authorization. This first issuance in the amount of \$150,000,000, closed in September 2022.

On December 13, 2022, the board approved a second issuance in the amount of \$300,000,000, leaving a balance of \$761 million of authorized, unissued bonds from the 2021 Bond Program.

This proposed issuance of \$300 million is the third issuance under the authority of the 2021 Authorization Amount. The District utilizes a cash flow forecast to ensure that there is funding available for the ongoing construction of voter authorized projects. It is forecasted that funds from this issuance will be needed in the third quarter of 2024, therefore, the District plans to issue this debt within the next six months as outlined in the bond order on the agenda.

Such an issuance is accomplished by the adoption of an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024”; levying a continuing direct annual ad valorem tax for the payment of such bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such bonds, including establishing procedures and delegating matters to authorized district officials. Current projections indicate that this bond issuance can be accomplished without going over the \$0.2920 tax rate as promoted to the public during the Bond 2021 campaign.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Consider and approve an order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024” in an amount not to exceed \$300 million; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto; including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters
2. Decline to Consider and approve an order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024” in an amount not to exceed \$300 million; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto; including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve an order authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024” in an amount not to exceed \$300 million; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto; including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters

FUNDING SOURCE: *Additional Details*

Debt Service Fund Not Applicable

COST:

Estimated Transaction Costs such as Underwriters’ Discount, Bond Counsel, Disclosure Counsel, Financial Advisors, and other transaction costs to be financed and are expected to be no more than 3% of the principal amount issued.

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Division of Business and Finance

RATIONALE:

Issuance of Bonds is authorized pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 2, 2021. That election was approved by a majority of the participating voters of the Fort Worth Independent School District. The issuance of bonds is needed to provide funding for the projects approved by the voters.

INFORMATION SOURCE:

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

**ORDER
AUTHORIZING THE ISSUANCE OF**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS,
SERIES 2024**

Adopted: December 12, 2023

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AN ORDER authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024” in an amount not to exceed \$300 million; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto; including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters

WHEREAS, the Board of Education Trustees (the “Board”) of the Fort Worth Independent School District (the “District”) hereby finds and determines that unlimited tax bonds approved and authorized to be issued at an election held on November 2, 2021 (the “Election”) should be authorized to be issued at this time; a summary of the bonds authorized at such election, the principal amount authorized, amount heretofore issued, amount being issued pursuant to this order and any amount remaining to be issued will be set forth in the Pricing Certificate (hereinafter referenced); and

WHEREAS, the Board hereby reserves and retains the right to issue the balance of any unissued bonds approved at the Election in one or more installments when, in the judgment of the Board, funds are needed to accomplish the purposes for which such bonds were authorized; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued, to negotiate the terms of sale thereof and to determine any other details relating to the issuance, sale, delivery and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to authorize the issuance of the bonds, with the terms of such bonds to be included in one or more pricing certificates (each, a “Pricing Certificate”) to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1371, Texas Government Code, as amended; now, therefore:

BE IT ORDERED BY THE BOARD OF EDUCATION TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024” and/or any additional or different designation as specified in the Pricing Certificate (herein referred to as the “Bonds”) for the (i) construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor, and (ii) payment of the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the applicable Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R-” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the applicable Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

SECTION 3. Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371 of the Texas Government Code, as amended, the Superintendent of Schools or the Chief Financial Officer of the District, each acting individually (either, the “Pricing Officer”), is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Order, including, determining the aggregate original principal amount of each series of the Bonds to be issued, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption or defeasance provisions, the designation of a Paying Agent/Registrar, satisfying the requirements of Texas Government Code, Chapter 1371, as amended, and all other matters relating to the issuance, sale, and delivery of each series of Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 33 hereof, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the aggregate original principal amount of all Bonds issued hereunder shall not exceed \$300,000,000;
- (ii) the maximum true interest cost of each series of Bonds shall not exceed 6.5%; and
- (iii) the maximum maturity date for each series of Bonds issued hereunder shall not exceed August 15, 2054.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of each series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which such series of Bonds are

authorized and to pay costs of issuing such series of Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 365 days of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4. Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In each Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the applicable series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of each series of Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the applicable series of Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the applicable series of Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized

to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying

Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Bonds,” evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Bonds” shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold the Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry-only clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested

by any Vice President or the Secretary of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals no longer hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit B, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Exhibit B, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8. Initial Bond. The Bonds herein authorized shall be initially issued as a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the “Initial Bond”), and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. (a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund, if applicable, or being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling form and terms of the applicable series of Bonds. Any portion of the text of

any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10. Levy of Taxes. To provide for the payment of each series of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on each series of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of each series of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (as hereinafter defined); full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL SERIES 2024 UNLIMITED TAX SCHOOL BUILDING BOND FUND" and/or any additional or different designation as specified in the Pricing Certificate (each, an "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchaser(s), if any, will be sufficient to pay the payments due on the applicable series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of a series of Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on such series of Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with Texas Education Code, Section 45.0031. Furthermore, in the event the District receives state assistance for a series of Bonds under Texas Education Code, Chapter 46, as amended, and while such Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for such series of Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for such series of Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the applicable Interest and Sinking Fund.

The President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for each series of Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for each applicable series of Bonds.

SECTION 11. Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12. Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the applicable series of Bonds, at the times and in the manner stipulated in this Order and the Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such

times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the applicable series of Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the applicable series of Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term “Government Securities” means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance, and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds

which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds of such series for redemption; (ii) gives notice of the reservation of that right to the owners of the applicable series of Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13. Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of the applicable series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of an applicable series of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the

earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, any Vice President and the Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

SECTION 15. Sale of Bonds - Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the Pricing Certificate (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;

9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President, any Vice President or the Secretary of the Board or the Pricing Officer is authorized and directed to execute and deliver for and on behalf of the District a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of each series of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16. Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, any Vice President and the Secretary of the Board of the District, the Superintendent of Schools and the Chief Financial Officer of the District, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the District's financial advisor, Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 17. Proceeds of Sale. Immediately following the delivery of each series of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, any accrued interest received from the Purchasers and capitalized interest in the amount, if any, specified in the Pricing Certificate) shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes,

such proceeds of sale may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, as amended, including guaranteed investment contracts permitted in Section 2256.015, et seq., Texas Government Code, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the applicable Interest and Sinking Fund as shall be determined by the Board. Any accrued interest, capitalized interest received from the sale of the Bonds and any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the applicable Interest and Sinking Fund.

SECTION 18. Notices to Holders-Waiver. Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 20. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished a final opinion of the District's bond counsel, Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving such series of Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for such series of Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the applicable series of Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the applicable series of Bonds. The prior engagement of such firm as Bond Counsel to the District is hereby confirmed and ratified. Additionally, the Board hereby confirms the prior engagement of West & Associates, L.L.P. as Disclosure Counsel to the District with respect to this Bond issuance.

SECTION 21. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22. Further Procedures. Any one or more of the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, or the Chief Financial Officer of the District, or Bond Counsel to the District, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 23. Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 24. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall

be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 29. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 30. Permanent School Fund Guarantee. Each series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the applicable series of the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds are eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the applicable series of Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds of the applicable series, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds of the applicable series which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the applicable series of Bonds, (d) the date when funds for the payment of the Bonds of such series or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond of the applicable series and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 19 hereof, and such amount or amounts paid

with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the applicable series of Bonds.

(v) Written notice advising of the defeasance of the applicable series of Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the applicable series of Bonds, and such defeasance shall cause the guarantee of the applicable series of Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 31. Bond Insurance. Each series of Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of Bonds and make the determination of the provisions of any commitment therefor.

SECTION 32. Credit Enhancement. Each series of Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq.. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. To the extent specified in the Pricing Certificate, the District shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the District beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year of the District, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year of the District, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet website or filed with the SEC.

(c) Material Event Notices. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds while, but only while, the District remains an “obligated person” with respect to the applicable series of Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount of any affected series of Bonds then Outstanding consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page left blank intentionally]

PASSED AND ADOPTED, this December 12, 2023.

FORT WORTH INDEPENDENT SCHOOL
DISTRICT

President, Board of Education

ATTEST:

Secretary, Board of Education

(District Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

Form of Definitive Bonds.

REGISTERED
NO. R-_____

REGISTERED
PRINCIPAL AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 2024

Bond Date: _____ Interest Rate: _____ Stated Maturity: _____ CUSIP NO: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The Fort Worth Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All

payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (herein referred to as the "Bonds") for the construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Order adopted by the Board of Education Trustees of the District authorizing the Bonds (herein referred to as the "Order").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20____	Term Bonds Due _____ 20
<u>Redemption Date</u>	<u>Redemption Date</u>
_____, 20__	_____, 20__
<u>Principal Amount</u>	<u>Principal Amount</u>
\$ _____	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000

or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, 20____, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that the redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented

with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Education Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL
DISTRICT

President, Board of Education Trustees

ATTEST:

Secretary, Board of Education Trustees

(SEAL)

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Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

The Initial Bond shall be in the form set forth in the "Form of Definitive Bonds" hereof, except as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
FORT WORTH INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 2024

Bond Date:
_____, 20__

Registered Owner:

Principal Amount:

The Fort Worth Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR AFTER-SCHOOL SERVICES FOR THE SCHOOL YEAR 2023 - 2024**

BACKGROUND:

Fort Worth ISD (the District) has collaborated with the City of Fort Worth (the City) to provide after-school programs since the fiscal year 2000 - 2001. The Interlocal Agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2023 -2024 school year. The City Council has authorized its duly authorized representative, Fernando Costa, Assistant City Manager, to execute this renewal agreement for the City. City of Fort Worth’s fiscal year commences October 1; thus, the delayed submission of this document.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023 - 2024
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023 - 2024
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023 – 2024

FUNDING SOURCE: *Additional Details*

General Fund 199-61-6100-395

COST:

\$1,495,000 (*Funds for contracted vendors approved by the Board of Education on June 27, 2023.*)

VENDOR(S)/PROVIDER(S):

City of Fort Worth (Crime Control Prevention District)

PURCHASING MECHANISM:

Cooperative Agreement

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

Fort Worth After-School

Sites funded through Crime Control Prevention District (CCPD) funds and Contracted providers:

Camp Fire (2):

Diamond-Hill Elementary School
Sam Rosen Elementary School

City of Fort Worth (5):

The Leadership Academy at Como Elementary School
De Zavala Elementary School
Greenbriar Elementary School
D. McRae Elementary School
Seminary Hills Elementary School

Clayton Youth Services (4):

Glen Park Elementary School
Meadowbrook Elementary School
Oaklawn Elementary School
Sagamore Hill Elementary School

YMCA (14):

Carroll Peak Elementary School
Manuel Jara Elementary School
Rufino Mendoza Elementary School
S.S. Dillow Elementary School
The Leadership Academy at Maude I. Logan Elementary School
Eastern Hills Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
M.H. Moore Elementary School
Charles E. Nash Elementary School

YMCA (continued)

Luella Merrett Elementary School
Washington Heights Elementary School
Lowery Road Elementary School
The Phalen Leadership Academy at Forest Oak Middle School

Site-Based Campuses (15):

Trimble Tech High School
Polytechnic High School
South Hills High School
Carter-Riverside High School
Young Women’s Leadership Academy
Natha Howell Elementary School
George C. Clarke Elementary School
Hubbard Heights Elementary School
T.A. Sims Elementary School
Dolores Huerta Elementary School
Carter Park Elementary School
M.L. Phillips Elementary School
Sunrise McMillian Elementary School
Rosemont Middle School
William James Middle School

RATIONALE:

The Interlocal Agreement constitutes a collaboration between the District and the City to provide after-school programs and services to Fort Worth ISD students for the 2023-2024 school year.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

INTERLOCAL AGREEMENT
BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH
FISCAL YEAR 2024

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, (“City”) acting by and through Fernando Costa, its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted independent school district hereinafter referred to as (“District”), acting by and through **Dr. Angélica Ramsey, Superintendent**, its duly authorized representative.

RECITALS

WHEREAS, City has determined that After School Programs are necessary to support crime prevention in City during Fiscal Year **2024** to meet one or more of the Crime Control and Prevention District (“CCPD”) goals, which are: (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs; (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods; and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance; and

WHEREAS, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

WHEREAS, District proposes to continue the Fort Worth After School Program (FWAS) in conjunction with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT DOCUMENTS

The Agreement documents shall include the following:

1. This Interlocal Agreement for the Fort Worth After School (FWAS)
2. Exhibit A – Scope of Work: Project Plan and ZoomGrants Program Narrative
3. Exhibit B – Budget Narrative Worksheet
4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Program Performance Report

6. Exhibit E – Request for Budget Modification Form
7. Exhibit F – Corrective Action Plan
8. Exhibit G – Previous Year’s Corrective Action Plan (*if applicable*)

Exhibits “A” through “G”, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A through G and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement control.

DEFINITIONS

City - The term “City” shall include the City of Fort Worth, and its officers, agents, employees, and representatives.

Distict - The term “District” shall include Fort Worth Independent School District, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

Party - The term “Party” shall refer to either City or District.

Parties - The term “Parties” shall refer to both City and District.

1. AGREEMENT

1.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Scope of Work and Project Plan. District shall be responsible for the day-to-day administration of the Fort Worth After School (FWAS). District agrees to spend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”, attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both Parties agree that:

A. A coordinating board shall continue to oversee the implementation and operation of the After-School Program (the “Coordinating Board”). The Coordinating Board shall consist of thirteen (13) positions. Members of the Coordinating Board shall serve no more than two (2) terms of three (3) years each, however, positions with asterisks (*) are permanent board members and will not be affected by the term limit rule. Community members will be selected by the Coordinating Board.

District – Four Positions

1. Representative of the Superintendent, District *
2. Director, Student Discipline and Placement *
3. Executive Director, Leadership *
4. Executive Director, Art Education or Instructional Music or Athletics

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth *
6. Chief of Police, City of Fort Worth or designated representative *
7. Director, Parks and Community Services, City of Fort Worth *
8. Representative of the City of Fort Worth Library Department

Community Members – Five Positions

9. President, Safe City Commission *
10. Director or Assistant Director, Tarrant County Juvenile Services *
11. At-Large Community Member
12. At-Large Community Member
13. At-Large Community Member

At-Large Community members shall have professional experience that includes one or more of the following categories:

- Fort Worth Council of PTAs
- District Advisory Board
- Child Care Management System (CCMS)
- United Way of Metropolitan Tarrant County
- Legal Professions
- Financial Professions
- Health and Wellness Professions
- Marketing/Media Professions
- Foundations or Philanthropy
- Evaluation

The Coordinating Board shall have the following responsibilities:

1. Approve program-wide scope, goals, and objectives;
2. Approve site selection process;
3. Select sites based on selection criteria;
4. Evaluate reported results from campus programs;
5. Evaluate funding needs; and
6. Recommend future direction and standards.

B. The District shall be responsible for day-to-day administration of the FWAS Program and will, at a minimum, employ one (1) Director and two (2) Program Coordinators.

C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or site-based management team provided it includes the principal and representatives of the community, faculty, and student body.

D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall provide an overview and feedback on existing programs and recommendations for improvement.

E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

2. ADMINISTRATION AND RECORDS/REPORTS

A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that results in educational, physical, and social development for elementary and middle school aged children.

1. The associated program goals, performance measures, and activities are listed in Exhibit A.
2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complemented through an inventory and evaluation of existing programs.

B. CITY will:

1. Ensure the implementation of the goals of the After-School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Subject to availability and appropriation, provide funding for the Program pursuant to the amounts identified in Exhibit B.
7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.

C. DISTRICT will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate District students for referral and program participation.
4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation.
7. Provide access to any necessary use of facilities that are conducive for program activities daily, including the use of a telephone.
8. Provide regular program updates to respective Site-Based Management Teams.

9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure the safety of students in the After-School Program.
13. Provide internal and external evaluation services.
14. Select third-party After-School Program Service Providers. District shall provide the name of each After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that all approved After-School Program Service Providers are in full compliance with this Agreement.

3. RECORDS AND TRAINING

A. Records to be submitted to CITY by DISTRICT:

1. The District shall annually submit:
 - a. A list of participating schools. The list shall include a contact person for each campus, a telephone number, and e-mail address;
 - b. Current school year calendar;
 - c. Discipline Policy;
 - d. Staff Training Schedule;
 - e. Student Enrollment Procedure;
 - f. Student Recruitment Procedure; and
 - g. Lesson plans, to include planned annual/monthly schedule of activities.
2. The District shall submit monthly:
 - a. Monthly Project Plan Status Report, showing success in meeting goals and measurements as outlined in Exhibit A – Project Plan.
 - b. Attendance records shall be taken daily and submitted monthly and shall include:
 - 1) Number of students registered or enrolled; and
 - 2) Participation – average daily attendance.
 - c. Coordinating Board meeting schedule and minutes.

B. Records to be maintained on site:

1. Participant registration;
2. Parental consent forms;
3. Written Safety Policy and Procedures;
4. Disciplinary actions; and
5. Staff training records.

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-Program
2. Mid-Year
3. Post program

4. Responsibilities of District

4.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Scope of Work and Project Plan. District shall be responsible for the day-to-day administration of the Program. District agrees to expend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”. Program activities and quarter measures shall be reported in accordance with Exhibit “D”- Performance Report.

4.2 District shall be responsible for the enforcement of these responsibilities on any After School Program Service Providers that are selected by the District. The District shall include the same Performance Reports in any After School Program Service Providers Contracts that District enters into associated with the funds provided through this Agreement. The City will be provided with copies of all executed agreements between the District and any After School Program Service Providers within five (5) days of their execution.

5. Program Funds

5.1 In no event shall the total distribution from City made to the District during the Term of this Agreement exceed the total sum of \$1,495,000.00 (“Program Funds”).

5.2 Payment of the Program Funds from City to District shall be made on a quarterly cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR) (Exhibit C). The Exhibit C shall be submitted along with copies of all receipts and other supporting documentation for expenses related to this Agreement. District shall deliver to City a Program Performance Report as described in Section 7.2 below with each RFR to support the expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District.

5.3 **Due Dates** District agrees to submit all Exhibit C and Exhibit D reports on a quarterly basis. Reports shall be included in October, January, April, and July report submissions. District agrees to provide Exhibit C – Request for Reimbursement and Exhibit D – Performance Report per the following schedule:

Report Submission for Activity and Expenses occurring in the following months	Report is Due on the 15th for months below
--	--

October – December	January
January – March	April
April – June	July
July – September	October

District agrees Exhibit C and Exhibit D reports shall be submitted to City no later than the 15th day after the end of each month. If this deadline occurs on a weekend or federal holiday, then reports shall be submitted to the City on the next City business day. Should the District not be able to meet these requirements in the given month, the District shall provide written notification prior to the deadline that details the justification and expected date of submission. If no notification is received by the 15th of a report submission month, the City will document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, the City will send a Non-Compliance Letter notifying the District’s duly authorized representative of a possible suspension of program funding. Submittal of an Exhibit C and Exhibit D is required even if expenses and activity does not occur.

5.4 Exhibit C reports shall be submitted to City as outlined in the report schedule in Section 5.3 . Each RFR should be sequentially numbered and labeled using the following format:

RFR_AGENCY NAME_MONTH_YEAR

RFR submissions will include expense documentation that is legible, detailed, clear and concise. The submitted RFR shall include the Exhibit D Performance Report, and be signed by the District or duly authorized officer of the District. Submissions must be scanned and submitted to the CCPD Partners Unit of the Fort Worth Police Department. Submissions should be sent electronically to PSM@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: CCPD Partners Unit, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115.** Reimbursements will not be made until after receipt of an acceptable and approved RFR and Exhibit D Program Performance report.

5.5 Reimbursements shall be made within 30 days of receipt of an acceptable and approved RFR and Exhibit D Program Performance report. With exception of final reimbursements requests as outlined in Section 5.6, incomplete or incorrect submissions shall be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

5.6 No Revisions on Final Reports The last day for the City to receive RFRs and supporting expense documentation from the District for this agreement is **October 15, 2024**. No corrections or additional documentation will be allowed after this date. Any discrepancies on the final RFR or expense documentation will be adjusted from the final reimbursement amount.

5.7 Budget Modifications District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, the District must submit the Request for Budget Modification Form (Exhibit “E”) to City, with the RFR, during the month the modification took place. The request must include justification for modification to the budget, and the new modified budget cannot exceed the total amount of Program Funds.

5.8 Budget Modification Approvals Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit “E”) must be submitted, and request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.9 Modifications to Budget Zero-Line Items Any modifications to zero line-items in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit “E”) must be completed and approved by City before money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.10 Direct and Indirect Modifications Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versus. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 5.7, 5.8, 5.9, 5.10.

5.11 Last Day to Approve Modifications The last day the City will approve a Budget Modification from the District for this Agreement is **August 1, 2024**.

5.12 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit “B” of this Agreement or an approved budget modification form.

5.13 Budget Modifications shall be submitted to PSM@fortworthtexas.gov, or via mail addressed as such: **ATTENTION: CCPD Partners Unit, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115.**

5.14 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or equipment that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District’s policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

5.15 After School Program Provider Funds The District will be responsible for imposing the same program funding requirements as listed in Section 5 of this Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs and will report any Budget Modifications that an After-School Program Service Provider makes to the City.

6. Term

This Agreement shall commence upon **October 1, 2023** (“Effective Date”), and shall end on **September 30, 2024** (“End Date”). All of the District’s expenditures under this Agreement must be completed no later than **September 30, 2024**. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been received by the District.

7. Program Performance

7.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit “A.”

7.2 Reporting Schedule

The District agrees to submit all Exhibit C and Exhibit D reports on a quarterly basis. Reports shall be included in October, January, April, and July report submissions. District agrees to provide Exhibit C – Request for Reimbursement and Exhibit D – Performance Report per the following schedule:

Report Submission for Activity and Expenses occurring in the following months	Report is Due on the 15th for months below
October – December	January
January – March	April
April – June	July
July – September	October

District agrees Exhibit C and Exhibit D reports shall be submitted to City no later than the 15th day after the end of each month. If this deadline occurs on a weekend or federal holiday, then reports shall be submitted to the City on the next City business day. Should the District not be able to meet these requirements in the given month, the District shall provide written notification prior to the deadline that details the justification and expected date of submission. If no notification is received by the 15th of a report submission month, the City will document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, the City will send a Non-Compliance Letter notifying the District’s duly authorized representative of a possible suspension of program funding. Submittal of an Exhibit C and Exhibit D is required even if expenses and activity does not occur.

7.3 **Program Performance Report** District agrees to provide a Program Performance Report (Exhibit D) to document the performance of work as described in the Project Plan and Scope of Work. The Exhibit D shall document details of the quarterly progress toward outcome objectives achieved in support of the CCPD goals and zip code data for unduplicated participants. The program reports shall be submitted to City as identified in the report schedule in Section 7.2

7.4 **Corrective Action Plan** District agrees to complete a **Corrective Action Plan**

(“CAP”) in the event of two (2) consecutive quarter submissions, or (6) consecutive errors in a given quarter for incomplete or incorrect submissions of Exhibit C or Exhibit D reports. A Corrective Action Plan may also be implemented in response to monitoring findings, recurring late submissions of Exhibit C and Exhibit D reports, failure to take corrective actions, and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the District will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit “F”.

7.5 **Monitoring Visits** District agrees that the City may conduct a monitoring visit to assess the risk of City funds and District performance at any time during the duration of this Agreement. The City will notify the District of an upcoming monitoring visit and provide instructions of what to prepare. The District agrees to respond to any monitoring findings identified by the City through a Corrective Action Plan.

7.6 **Non-Responsiveness** District agrees to provide corrective action to all findings or revisions identified by the City during the duration of this Agreement. If, by the last day of the same month a corrective action is identified by the City, and a response is not provided by the District, the City will document further corrective action and send a Non-Compliance letter notifying the District’s duly authorized representative of compliance issues, requested resolution, or a possible suspension of program funding.

7.7 The final Exhibit D Program Performance reports will be due **October 15, 2024**.

7.8 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

7.9 **After School Program Provider Performance** The District will be responsible for imposing the same program performance requirements as listed in this section of Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs.

8. Default and Termination

8.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. In the event that funds from the CCPD are not received in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement.

8.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 8.3.

8.3 Termination will be effected by delivering to District written notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District’s receipt of notice of termination, District shall:

- (a) Stop any work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for the completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for the completion of the work not terminated.

8.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District's remedy shall be the reinstatement of this Agreement, and reimbursement for any amount, due under the Agreement. District expressly waives any and all rights to monetary damages, including but not limited to actual, consequential, and punitive damages, court costs, and attorney's fees.

8.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

9. Equipment and Maintenance

All equipment purchased with Program Funds must meet all eligibility requirements of the City. District shall maintain all equipment used in the administration and execution of Fort Worth After School (FWAS). District shall maintain, replace, or repair any item of equipment used in support of the Fort Worth After School (FWAS), or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement, or repair of any equipment used in support of Fort Worth After School (FWAS) and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of Fort Worth After School (FWAS). Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the CCPD Partners Unit at the address set forth in paragraph 2.2 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

10. Administrative Requirements

10.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit at any time any and all such records relating to operations of

District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon demand by City, shall make such records readily available for investigation, examination, and audit. In the event of such audit by City, a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If the funding recipient is already obtaining a general audit of its financial matters by an independent third party, that audit may be used to satisfy this requirement so long as it specifically includes a separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

10.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future agreement(s) with District.

10.3 If, as a result of an audit, it is determined that District misused, misapplied, or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied, or misappropriated, plus the amount of any reasonable sanction, penalty, or other charge levied against City because of such misuse, misapplication, or misappropriation.

10.4 District's obligation to City shall not end until all closeout requirements are completed. The closeout requirements shall include but are not limited to: (1) providing final Project Plan Status Report and Quarterly Outcomes Report; (2) making final payments; and (3) disposing of Fort Worth After School (FWAS) assets as appropriate, if deemed required by the City in its sole discretion.

10.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement, and work to be performed by District under this Agreement and City shall have access at all reasonable hours to offices and records of District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring.

10.6 Throughout the term of this Agreement and for up to three months after its expiration, the City may periodically request, and the District will be required to provide, information for the purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding. Requested information will consist solely

of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

10.7 If the District maintains the information the City is requesting, the District shall provide the requested information to the City within 30 days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District shall begin collecting such information as of that date, shall provide an initial response regarding that information within sixty days, and shall thereafter update that information on request.

10.8 If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

10.9 Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Section 10 shall survive the expiration or termination of this Agreement.

11. Independent Contractor

11.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of respondent superior shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of District, and any program participants hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

11.2 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.

12. Liability and Indemnification

To the extent allowed by law and without the waiver of any immunity or defense, each of the Parties shall be liable and responsible for any damages or loss caused by the negligent acts or

omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 12, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

Section 12 shall survive the expiration or termination of this Agreement.

13. Non-Assignment

No assignment or delegation of duties under this Agreement by District shall be effective without City's prior written approval.

14. Prohibition Against Interest

14.1 No member, officer, or employee of the City, or its designees or agents; no member of the governing body of the locality in which the Fort Worth After School (FWAS) is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Fort Worth After School (FWAS) during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all District and subcontracts hereunder.

14.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by the City of Fort Worth.

15. Nondiscrimination

15.1 In accordance with the federal, state, and local laws and ordinances, 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, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory or ordinance exception.

15.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

16. Compliance

16.1 District, its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City calls to the attention of District in writing to any such violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

16.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City calls the attention of District in writing to any such violations on the part of District or any of its officers, members, agents, employees, program participants, or subcontractors, then District shall immediately desist from and correct such violation.

17. Waiver of Immunity

The parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Agreement.

18. Insurance Requirement

18.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis OR split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident, and \$100,000 Property Damage.
- (d) Any other insurance the City may reasonably require to protect the interest of the City.

18.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to

the satisfaction of the City's Risk Manager.

18.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

18.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

19. Miscellaneous Provisions

19.1 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 or 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.

19.2 City's failure 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 right to assert or rely upon any such term or right on any future occasion.

19.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

19.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

19.5 This written instrument and the exhibits attached hereto constitute the entire agreement between the parties 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. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each Party.

19.6 All notices required or permitted by this Agreement must be in writing and deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: Fernando Costa, Assistant City Manager
City Manager's Office

City of Fort Worth
200 Texas Street
Fort Worth, TX 76102

Copies To: CCPD Partners Unit
Financial Management Division
Bob Bolen Public Safety Complex
505 West Felix St.
Fort Worth, TX 76115

City Attorney's Office
Attn: Police Contracts
200 Texas Street
Fort Worth, TX 76102

DISTRICT: Dr. Angelica Ramsey - Superintendent
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX, 76116

Copies To: Office of Legal Services
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX, 76116

19.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

19.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19.9 District is required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be compliant with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. District will be responsible for conducting criminal background screening and maintaining appropriate records, which will be subject to review by the City.

19.10 The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

19.11 The parties acknowledge that each party and its counsel have reviewed this Agreement and

that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

19.12 District shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District employee who is not legally eligible to perform such services. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]**

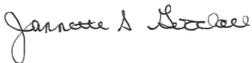
IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this 1 day of October, 2023.

[Executed effective as of the date signed by the Assistant City Manager below.] /
[ACCEPTED AND AGREED:]

City: By: <u></u> Name: Fernando Costa Title: Assistant City Manager Date: <u>Oct 5, 2023</u>	Contractor: By: <u></u> Name: Dr. Angelica Ramsey Title: Superintendent Date: <u>Oct 3, 2023</u>
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11/17/2023

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: <u></u> Name: Robert A. Alldredge Jr. Title: Executive Assistant Chief of Police Approved as to Form and Legality: By: <u></u> Name: Jerris Mapes Title: Sr. Assistant City Attorney Contract Authorization: M&C: <u>23-0727</u>	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u></u> Name: Elizabeth Garza Title: CCPD Partners Manager City Secretary: By: <u></u> Name: Jannette S. Goodall Title: City Secretary
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Fort Worth Police Department

FY24 Partners with a Shared Mission (non-competitive)

Deadline: 5/3/2023

**Fort Worth Independent School District
FWISD/ Fort Worth After School (FWAS)**

Jump to: [Narrative](#) [Required Attachments](#)

\$ 1,495,000.00 Requested

Submitted: 5/3/2023 1:19:52 PM (Pacific)

Project Contact

Miguel Garcia
miguel.garcia24@fwisd.org
Tel: 817.815.2950

Additional Contacts

none entered

Fort Worth Independent School District

2801 Patino Rd Rm 119
Fort Worth, TX 76112
United States

Superintendent

Angelica Ramsey
Angelica.Ramsey@fwisd.org

Telephone 817.815.2950
Fax
Web

Narrative [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #3.

1. Please select an Eligible CCPD Goal.

Refer to List of Defined Terms in contract packet when making your selection.

- Reduce crime through prevention projects
- Reduce crime through intervention project
- Increase safety through Direct Neighborhood Projects
- Increase safety through youth crime prevention projects
- Increase safety through youth crime intervention projects

2. Select Entity/Organization Type

- Private Non-Profit 501c3
- Public non-Profit

3. Will your project address a Special Emphasis (i.e. Police/Community Relations or Violent Crime?)

Please see page 4 of the FY24 Contract Packet for more information.

- Yes
- No

4. What Council Districts will this project serve?

Mark all that apply.

- District 2
- District 3
- District 4

- District 5
- District 6
- District 7
- District 8
- District 9

5. Provide a brief summary of your project's activities and objectives (up to 375 characters).

Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of

6. What is the crime/safety situation the target group faces? Please explain the extent of the problem and what causes it to persist. Support your description with good sources.

When Fort Worth After school was originally created in 1999 by the City of Fort Worth and Fort Worth ISD Joint Task Force, the schools were selected based on neighborhood crime (not necessarily juvenile crime), low academic performance, and parent participation in/ with schools.

Task Force members which included the CFW Assistant City Manager in charge of FWPD and FWPD Police Chief agreed that students who fell under any of the Texas Education Agency's (TEA) thirteen (13) "at-risk" categories should make up the participants of Fort Worth After School (FWAS) program.

<http://ritter.tea.state.tx.us/peims/standards/1314/e0919.html>

Much of the research on the need for safe places or programs for youth stemmed from the publication of A Matter of Time: Risk and opportunity in the out of school hours (Carnegie Council on Adolescent Development, 1992) that changed the way after school time was viewed across the country. The report found that approximately 40% of an adolescent's time is discretionary –"spent alone, with peers or in some cases with adults who may exert negative influences or exploit them," (p.28) and that few students, especially in those in low-income communities, had access to adult supervised enriching activities.

To address the lack of supervision and negate childhood trauma by creating safe, nurturing spaces, FWAS will provide positive role models from school dismissal until 6:00 for elementary and 6:30 for middle school sites. Most mentors providing programming are school-day teachers from the respective campuses. These individuals are familiar with participants and are able to provide the structure, support, and continuity needed to work successfully with students.

Providing children with the opportunity to develop positive behaviors is the foundation of most efforts to prevent youth crime and violence. "For nearly three decades, educators, policymakers, and criminal justice professionals have sought effective crime prevention strategies. Effective strategies include comprehensive approaches that provide opportunities for education, mentoring, conflict resolution training, and safety; engage youth and their families; and are community-based and integrated". Delinquency Prevention Works. 1995 (May). Washington, D.C.: Office of Juvenile Justice and Delinquency Prevention, U.S. Department of Justice.

7. What is the target population? Please include characteristics to describe their circumstances and how the crime or safety situation affects them.

FWAS serves a diverse student group, that reflects the diversity of FWISD: about 50% of participants are Hispanic, 33% African American, 18% Anglo and 2% Asian Pacific and/or Native American. FWAS participants are evenly divided by gender (51% Female and 49% Male) and about one-third of participants are classified as Limited English Proficient (LEP). Elementary age students (ages 9 – 12) make up the majority of participants due to campus selection, but FWAS is a national leader in middle school participation (ages 12-15).

FWAS has historically outpaced other national programs and provided more opportunities for middle school Hispanic and African American males. Forty-two (42) different zip codes are represented in FWAS and all City Council Members' and FWISD Board of Trustees' Districts are represented in FWAS.

FWAS participants will be identified by school staff and administration utilizing FWAS's student information tool. The tool includes spring grades, attendance, referrals, income status(free/ reduced meals), LEP, standardized test scores and any other personal notes from school counselors and/ or Intervention Specialists for everyone student enrolled at any of the FWAS sites.

Unfortunately for a large percentage of these students they have witnessed and/ or experienced multiple acts of crime in their neighborhoods. Participants will often share they have witnessed theft, vandalism and assaults that included family members.

Much of the research on the need for safe places or programs for youth stemmed from the publication of A Matter of Time: Risk and opportunity in the out of school hours (Carnegie Council on Adolescent Development, 1992) that changed the way after school time was viewed across the country. The report found that approximately 40% of an adolescent's time is discretionary –"spent alone, with peers or in some cases with adults who may exert negative influences or exploit them," (p.28) and that few students, especially in those in low-income communities, had access to adult supervised enriching activities.

Youth development experts agree that while there is no singular determining factor why youth commit crimes, they agree that youth may simply be emulating negative behavior demonstrated by older siblings and/or relatives residing with the family, neighborhood friends, or something viewed on TV or social media. Youth may also resort to crime as a result of poor school performance including poor grades, high absenteeism, and discipline issues. Finally, youth may commit crime due to parent apathy or neglect, (Secure Teen – "Why do Teens Commit Juvenile Crime?", www.secureteens.com; Program of Research on the Causes and Correlates of Delinquency - Causes and Correlates).

**8. What action will you take to resolve the situation? Discuss how you will address the causes of the crime/safety problem described in Question 6. Please include:
 1. What are the major activities,
 2. How many will benefit,
 3. How your project is unique & similar to other efforts, and
 4. What sources were used to develop and inform your project.**

FWAS programs have many similarities. All sites are bookended with Homework Help and Dedicated Discussions.

All sites provide time for completion of homework for all participants with the assistance of FWISD teachers at each of the respective sites.

All sites must also have Dedicated Discussion time at the end of their respective programs. Dedicated Discussions are similar to Socratic Seminars and include relevant and current events such as elections, current political climate, local events and ethics/ morals. Many sites will host guest speakers such as FWPD NPOs to discuss timely, relevant community matters.

FWAS will grow the Dedicated Discussions to include additional face time with members of FWPD to help grow Leadership Cohorts.

All regular students (45 days or more) are also required to complete a College and Career Portfolio or Leadership Journals. Many sites require student presentation to parents to share academic and personal growth.

Each program site takes on a distinctly different look after these three items. FWAS programs are extensions of the school day and provide the "lab" setting for core school-day subject areas. These efforts assist with poor academic performance. Students are allowed to explore through Project Based Learning (PBL) and Applied Learning Activities increasing their desire to learn and providing learning opportunities in a safe environment.

Students are allowed to provide program input and share their desire to have physical enrichment, academic enrichment, fine arts, community service or service learning projects.

Students are also allowed to decide if, as a group, they will participate in additional literacy efforts such Battle of the Books. Participants may also participate in the Recycled Art project with the Wellman Foundation or the Cardboard Regatta with River Legacy Park Foundation. They may also choose to perform at Mayfest under the FWAS banner.

Because FWAS is a part of FWISD, we are able to quickly access participants' grades, attendance, behavior and satisfaction of school-day and out of school time experiences through surveys. This data would be cross-referenced with FWPD and Tarrant County Juvenile Services to determine if regular students were in contact with local law enforcement.

FWAS is able to track data year over year.

Twenty-two year, longitudinal data and program satisfaction surveys indicate that students who are performing poorly in school typically begin to perform better in school and attend school more often after they participated in FWAS for multiple years

(King, T.C., Examining the Relationship Between Persistence in Attendance in an Afterschool Program and an Early Warning Index for Dropout, Dissertation, 2013) . During this time, school staff have also remarked at improvement made by students who participate in FWAS. Teachers have stated that students who participate, generally, have a higher level of respect toward them and other students.

9. What are your anticipated results? Please include how the crime/safety situation will change and how you will measure success.

Anticipated results include marked improvement in grades, attendance and behavior from regular participants. It is important to note that marked improvement can mean moving a student from Failure "F" to Satisfactory "C". FWISD Does not recognize

"D's". Anything below a score of seventy (70) is failure.

It is also anticipated that FWAS participants will become more involved in campus extra-curricular activities such as sports, fine arts activities, debate club, etc. Anecdotal stories- included in the independent, external evaluation - from school staff and administration indicate regular FWAS participants make better school-day choices.

The following are factors to Juvenile crime according to the Office of Juvenile Justice and Delinquency Prevention:

- * Poor School Attendance
- * Poor School Performance
- * Peer Pressure to disrupt class which lead to referrals
- * Socioeconomic Factors
- * Lack of Moral Guidance
- * Violence in the Home

District data will be utilized to determine if there are correlations when it comes to truancy, referrals, suspensions, DAEP placements, expulsions, expulsions to JJAEP for regular participants. If measured success in keeping kids out of these or changing kids with these to none of these...then that supports the safety and reduction in crime because FWAS is changing student behavior before they hit the juvenile system.

Project data is used on a regular, ongoing basis to evaluate program process and progress. Center staff review individual student school attendance, program attendance and disciplinary referrals on a weekly basis, grades each six weeks or upon report by teachers, and final course grades each semester.

Pulse Survey participant ratings of all programs are conducted at the end of each six weeks, and this review process informs the planning and development of programs for each six weeks – programs which show poor attendance or ratings from participants are eliminated or upgraded to meet expectations. Project management staff review all required measures to ensure benchmarks are met, each six weeks, at end of semester, and end of year. Annual summative and formative evaluations are reviewed with all center and management staff each year, including stakeholder evaluation surveys from students, campus administration, teachers, parents, and partners/center program staff.

Evaluation results are reviewed for alignment with strategic plan to allow for updating with any necessary additions or changes to ensure program meets summative SMART goal. Evaluations are shared and reviewed with stakeholders, including students and families, FWISD Board of Trustees, Fort Worth City Council, campus administration and faculty, district administration, community partners and potential/existing funders as a path to program sustainability.

10. Why is your agency suited to lead this project? Please include your agency's experience, mission, partnerships, and nature of your services.

Fort Worth After School program has been in place and is proudly celebrating 23 years of utilizing a variety of programming to maintain student engagement and increase student performance.

FWAS has two distinct advantages which allow it to be the best to lead this project: Time and Connections.

Time: Students participate in programming in the familiar settings of their respective home campuses. They are in a safe environment from early morning to late afternoon. FWISD provides all facilities and utilities to the program as in-kind costs.

The District recognizes the positive benefits of this program which now includes full TDA Dinner meals so all fees are waived.

Connections: Students benefit from seeing familiar faces from the school day. Many CBO partners contract with FWISD teachers to provide the homework portion of the program. In many cases, teachers also provide fine arts (visual and performing) at the program sites. Students have indicated via surveys that they feel more engaged in school as a result of the connections made with their teachers during the afterschool program.

The FWAS mission is to provide quality before and after school programs in a safe environment that result in educational, physical and social development for elementary, middle and high school students.

FWAS partners with more than 300 different organizations, businesses and individuals to provide a myriad of programs to participants. Local government agencies also assist with programming. Many different departments within the City of Fort Worth and Tarrant County Government provide volunteer and mentorship opportunities. UNTHSC provides a number of outreach programs to FWAS. FFA and 4H have provided unconventional but fun and challenging programs such as urban gardens and working with small animals.

FWAS programming aims to provide high quality, structured enrichment programs through caring adults who can provide positive SEL opportunities to the participants. Opportunities to increase existing collaborations with Police through PAL,

Graffiti Abatement, Explorers, Restorative justice discussions and Leadership programs will positively influence youth further.

11. What is your agency's mission? Please include how this project fits and how this project was developed.

Fort Worth After School is a department that serves students, families and community stakeholders under the FWISD Student Support Services (SSS) umbrella for FWISD.

SSS consists of Counseling, Intervention Specialists, Crisis Response And Prevention, Family Resource Centers, Health Services (school nurses) and Adolescent Pregnancy Services. It easy to understand how FWAS fits under this umbrella and assists with providing wrap-around services for ALL clients in FWISD.

FWISD's mission statement is: To provide an equitable and supportive environment, communication and collaboration with our parents and community, and quality differentiated instruction that includes problem solving, real world connections, and social-emotional growth for all students.

FWAS seeks to assist the City of Fort Worth by assisting students in need and providing life-changing opportunities for them to become successful and positive, productive citizens of the community.

FWAS staff is able to quickly connect stakeholders with needed wrap-around services. Health (diabetes, childhood obesity), dental, hearing and vision checks are just a small part of services that can be offered to students and their families.

12. What geographic area will you serve? Please include the relevant council districts, zip codes, or neighborhoods that will be served by your project.

The original FWAS Task Force made a strategic decision to include at least one site in each of the Council and Board of Trustees' Districts. FWAS included 52 sites in 2000. the program has now grown to include ninety-four (94) sites during the 2022-2023 school year.

Forty one (41) different zip codes are represented in FWAS from all sites There are sixteen (16) different zip codes represented in the forty (40) CCPD funded sites. . 76119 and 76105 have the most representation but there are sites in the GAP Zip Codes and PRAs that have the most juvenile crime. .

Members of the FWAS Coordinating Board must consider increasing/ decreasing the number of sites each year based on funding. Each year, fair and equitable representation becomes part of the discussion. It is important that all Council and Trustees are represented. It is even more important that communities and schools that are in need are represented. Crime statistics, free/ reduced meal counts and student performance are considered each year when program site decisions are made.

Members of the Coordinating Board include:

- * Assistant City Manager
- * Assistant Superintendent
- * Chief of Police
- * Executive Director Parks and Recreation
- * Executive Director FW Public Library
- * Assistant Director - FWISD
- * Director Student Discipline - FWISD
- * CEO One Safe Place
- * Executive Director Tarrant County Juvenile Services
- * Fort Worth Chamber of Commerce
- * United Way of Tarrant County
- * Workforce Solutions Tarrant County
- * FWISD Trustee

FWAS continues to gather free/ reduced meal data, criminal data and school day performance levels to determine if existing sites should continue or new sites should be added.

13. What other funding have you secured (or requested) on behalf of this project? Please include a description of how you intend to continue these services after funding expires.

Sources of funding for FWAS include:

- * \$1.1 Million from FWISD for Direct Programming Costs at Twenty (20) non-CCPD sites
- * \$1.7 Million for 21st Century Community Learning Centers (10 Sites)
- * \$1.485 Million from FWISD for Support personnel costs and facility usage fees
- * \$499,464 for ESSER funded sites
- * \$200K Texas Wesleyan University - Leadership Academy 205 works for five sites
- * \$48K Blue Zones for Character Strong (SEL curriculum at Secondary schools only)
- * \$30K Just Keep Living Foundation For after school efforts at Eastern Hills HS only

* \$30K 1Thing Better Foundation for Leadership Camps
 *\$1000 from PGA Superstore

FWISD/ FWAS is currently awaiting word on award status of another 21st Century grant from TEA that would include five years of funding. Annual funding would \$2M for ten sites.

FWAS staff continue to search for additional funds from large to small donors to build vibrant opportunities for students that might not be allowed otherwise under grant parameters.

14. If applicable, how will your project will address the CCPD Special Emphasis?

Please see page 4 of the FY24 Contract Packet for more information.

FWAS has a long standing practice of hosting FWPD to discuss topics and issues such as leadership, morals/ values, teamwork, inclusion, current events and restorative justice.

FWPD has been generous with their time and efforts. They have also attended and led FWAS Staff Trainings.

The Chief and members of the SWAT unit have attended our culminating Leadership Camp for the past four years. Discussion topics have included "Traits of a Good Leader", "Value of Hard Work" and "Working with Your Community".

FWAS would include FWPD in the newly, organized Leadership Cohorts. The Leadership Cohorts effort aim to keep students in a small, support group throughout their participation in FWAS. Cohorts would be formed in elementary school and carried forward through high school. The ultimate goal is to provide the participants with the tools to succeed in College, Military or their Career.

It would be expected that each site host members of FWPD at least twice per semester for a minimum of forty-five (45) minutes.

End of year stakeholder's surveys could include perception of FWPD.

15. If your project relies on FWPD personnel, please provide the name of a contact in the Department that is able to answer questions about your project.

The project does not rely on FWPD but FWPD Lt. Jason Kim from South Division has stepped forward as the Point of Contact. The NPOs have done a fair job of connecting with FWAS programs and students.

Required Attachments [top](#)

Documents Requested *	Required?	Attached Documents *
Exhibit A - Project Plan Scope of Services download template	<input checked="" type="checkbox"/>	Exhibit A Project Plan
Exhibit B - Budget Narrative Spreadsheet download template	<input checked="" type="checkbox"/>	Budget Narrative FY 24
1295 - Disclosure of Interested Parties	<input checked="" type="checkbox"/>	1295
Last Independent Audit Report	<input checked="" type="checkbox"/>	Comprehensive Financial Report
Letter of Non-Profit Status	<input checked="" type="checkbox"/>	IRS letter
List of Board of Directors	<input checked="" type="checkbox"/>	FWISD Board
Insurance Certificate	<input checked="" type="checkbox"/>	Insurance Certificate
Existing Corrective Action Plan (CAP)		
Sub-Grant Budget - Please download and complete the Sub-Grant Budget for all sub-grantees. ISDs will also be required to list their CCPD funded school sites. download template		Sub Grantee Narrative
Memorandum of Understanding (MOU) - please attach an MOU for each sub-grantee agency. MOUs can be combined into one file.		FWISD Bid MOU

* ZoomGrants™ is not responsible for the content of uploaded documents.

EXHIBIT A: SCOPE OF WORK – PROJECT PLAN

Agency Name: Fort Worth Independent School District			
Project Title: Fort Worth After School (FWAS)			
CCPD Goal (s)	<ul style="list-style-type: none"> Programming that will increase safety through youth crime prevention projects Programming that will increase safety through youth intervention projects 		
Outcome Objective 1.1	900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.		
Outcome Objective 1.2	37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.		
Outcome Objective 1.3	62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.		
Outcome Objective 1.4	787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).		
Contractor Activity	Measurable Activity Goal	People Involved/Responsible	Timeline
Activity 1: CCPD funded sites will maintain a minimum ADA of 50 of more participants per site for each month during contract year for two hours following school dismissal	1) 40 Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)	FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors	Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence Tuesday, September 5, 2023 – May 16, 2024
Activity 2: Number of Unduplicated Participants Enrolled Elementary students (32 sites x 50 students = 1600) Number of Unduplicated Middle School (3 MS sites x 50 students = 150) Number of unduplicated High School students (5 sites x 50 students = 250)	2) 2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)		
Activity 3: Number of unduplicated participants with 45+ days in program (ES, MS & HS)	3) 1400 Number of unduplicated participants with 45+ days -1200 Elementary (ES) -75 Middle School (MS) -125 High School (HS)		
Activity 4: Number of behavior referrals for participants with 45+ days in the program	4) 5 or less, the number of behavior referrals for participants for the 2023-2024 School year.	FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors	Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence

	<p>Public Education Information Management System (PEIMS)</p> <ul style="list-style-type: none"> -Elementary -Middle School -High School 		<p>Tuesday, September 5, 2023 – May 16, 2024</p>
<p>Activity 5: Hours of Career, College, or Military Readiness (CCMR) with emphasis on Leadership Track</p>	<p>5) 4,720 Hours of CCMR A minimum of 118 days for 45 minutes – 1 hour at 40 sites for a total of 4,640 hours; Track FWAS ADB</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors</p>	<p>Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence Tuesday, September 5, 2023 – May 16, 2024</p>
<p>Activity 6: Number of Unduplicated Parents attending Parent/ Guardian Meetings</p>	<p>6) 2000 Unduplicated Parents attend parent/guardian meetings Total will be reported on monthly basis; will be contingent on number of FWAS participants per family; may be multiple participants from same household; FWAS ADB</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors, FWAS Family Engagement Specialist</p>	<p>Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence Tuesday, September 5, 2023 – May 16, 2024</p>
<p>Activity 7: Number of Stakeholder Satisfaction Surveys collected</p>	<p>7) 1000 Satisfaction Surveys completed 75% (30) of Principals will submit surveys; 50% of Parents of Regular students will respond to on-line Qualtrics survey</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors; FWAS External Evaluators and FWISD Grants</p>	<p>Post survey in Qualtrics in April 2024, Disaggregate data in May 2024, published external evaluation July 2024; Present External Evaluation to FWAS Coordinating Board in October 2024</p>
<p>Activity 8: Percentage of parents/guardians who indicate FWAS Fostered a "positive and educational environment" on Satisfaction Surveys</p>	<p>8) 75% parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors; FWAS External Evaluators and FWISD Grants</p>	<p>Post survey in Qualtrics in April 2024, Disaggregate data in May 2024, published external evaluation July 2024; Present External Evaluation to FWAS Coordinating Board in October 2024</p>

<p>Activity 9: Number of Parent/Guardian Activities offered at 40 sites (40 sites x 4 activities/ meetings per site)</p>	<p>9) 160 FWAS Parent Activities/ Meetings will take place during the 2023-2024 School year; Track FWAS ADB</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors, FWAS Family Engagement Specialist</p>	<p>Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence Tuesday, September 5, 2023 – May 16, 2024</p>
<p>Activity 10: Number of Hours of Homework Assistance to assure students of school readiness; Many sites are within GAP Zip Codes of 76103,76104,76105,76106,76112,76112,76116 and 76133; Program sites are included in PRA of T370, T390, E650, E660, E430 and 450</p>	<p>10) 4,640 (minimum) hours of Homework Assistance Delivered during the 2023-2024 school year; 40 sites x 118 program days x 1 hour per day = 4,720 hours; Track FWAS ADB</p>	<p>FWAS Central Team, FWAS Sub-Grantees, FWAS Site-Based Campus staff, FWAS Site Supervisors</p>	<p>Contract Term: October 1, 2023 – September 30, 2024; Direct Programming to commence Tuesday, September 5, 2023 – May 16, 2024</p>

**Crime Control and Prevention District
Partners with a Shared Mission
EXHIBIT B - BUDGET NARRATIVE**

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
				\$0.00
Total Revenue				\$0.00
A. SALARY				
This line item includes expenses to pay teachers to staff the afterschool program at fifteen (15) Site-Based campuses. Degreed, Certified teachers will will earn extra-duty pay to deliver College, Career and Military Readiness programming in addition to structured afterschool enrichment actiuvities that lead to improved school-day performance. Each site will staff 3 teachers for 118 direct program days x \$35 per hour for 2 hours after school dismissal for total of \$24,780 (\$8,260 per teacher); Each staff memeber will also participate in 13 hours (6.5 hours per day) of training x \$35 per hour for total of \$455 per person. Total cost for each staff member is \$8,715. Fifteen schools are: George C. Clarke ES, Hubbard Heights ES, TA Sims ES, Dolores Huerta ES, ML Phillips ES, Sunrise McMillian ES, Carter Park ES, Natha Howell ES, William James MS, Rosemont MS, Carter Riverside HS, Young Women's Leadership Academy (YWLA), Polytechnic HS, South Hills HS and Trimble Tech HS; This expense relates to Project Plan activities 1.1-1.4.	45.00	Staff	\$8,715.00	\$392,175.00
Additional staff member at each of the fifteen Site-Based (15) sites to provide program oversight and complete required reporsots and/ or paperwork staff member to provide program oversight; individual will also serve as substitute when necesarry. 118 program days X one hour x \$35 per hour = \$4,130. Individual will aslo participate in thirteen (13) hours of professional development at \$35 per hour for total of \$455. Total cost for each team member is \$4,585. Direct programming for Site-based sites will last a minimum of 118 days but will likely provide 124 days of programming. Direct programming will begin Tuesday, September 5, 2023 and cease Thursday, May 16, 2024; This expense relates to Project Plan activities 1.1-1.4.	15.00	Staff	\$4,585.00	\$69,055.00
TOTAL SALARY				\$461,230.00
B. FRINGE				
10% Fringe for each of the 60 team members at the fifteen Site-Based sites listed in "Salary". Fringe is for team members does not exceed 10% since this extra-duty pay. This expense relates to Project Plan activities 1.1-1.4.	10%		\$460,950.00	\$46,095.00
TOTAL FRINGE				\$46,095.00
C. TRAVEL				
				\$0.00
TOTAL TRAVEL				\$0.00
D. EQUIPMENT				
				\$0.00
				\$0.00
				\$0.00
TOTAL EQUIPMENT				\$0.00
E. SUPPLIES				
				\$0.00
				\$0.00
TOTAL SUPPLIES				\$0.00
F. CONSULTING/CONTRACTING				
				\$0.00
TOTAL CONSULTING/CONTRACTING				\$0.00
G. SUB-GRANTS				
FWAS will enter into agreements with sub-grantees who have successfully responded to posted Bid (22-082); Sub-Grantees will oversee respective sites. Will address all Outcome objectives; will deliver programming from start to finish; submit required paperwork and data; Sub-grantees are YMCA (14 Sites), Clayton Youth (4 Sites), Camp Fire (2 Sites) and City of Fort Worth (5 Sites). This expense relates to Project Plan activities 1.1-1.4.	1.00		\$987,675.00	\$987,675.00
TOTAL SUB-GRANTS				\$987,675.00
H. OCCUPANCY				
				\$0.00
TOTAL OCCUPANCY				\$0.00

INDIRECT				
TOTAL INDIRECT				\$0.00
Total Expense				\$1,495,000.00
Total Requested				\$1,495,000.00

YMCA (14 Sites): Carroll Peak ES, Manuel Jara ES, Rufino Mendoza ES, Luella Merrett ES, MH Moore ES, Charles Nash ES, Washington Heights ES, SS Dillow ES, Lowery Road ES, Eastern Hills ES, John T. White ES, Maude I. Logan ES, Mitchell Blvd. ES, Forest Oak MS
City of Fort Worth (5 Sites): Como ES, Greenbriar ES, DeZavala ES, D. McRae ES, Seminary Hills ES
Clayton Youth (4 Sites): Glen Park ES, Meadowbrook ES, Oaklawn ES, Meadowbrook ES
Camp Fire (2 Sites): Diamond Hill ES, Sam Rosen ES

Crime Control and Prevention District

SUB GRANT AGENCY NAME (Partners with a Shared Mission)

Instructions: Complete with itemized detail each expense requiring CCPD funds for **each Sub-Grant Award requested**. Agencies may utilize this spreadsheet and copy into separate tabs for multiple awards. Submitting a Sub-Grant Award Budget also requires a **Memorandum of Understanding** that outlines the roles/responsibilities, budget, and controls in place to ensure compliance with CCPD policy and procedure.

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
Total Revenue				\$0.00
A. SALARY				
1 Site Supervisor (\$9,904), 3 Specialists (\$12,270) and 1 Certified, FWISD Teacher (\$2,688); Site supervisor hourly rate of \$16.00; Specialists Hourly rate of \$10; Teacher hourly rate of \$21	14.00	School Sites	\$24,862.00	\$348,068.00
124 Direct Program Days from Tuesday, September 5, 2023 - May 16, 2024; 2.5 hour from school dismissal				\$0.00
This expense relates to Project Plan activities 1.1-1.4.				\$0.00
B. FRINGE				
Fringe for employees listed above. Rate may be closer to 20% for Site Supervisor and Specialists; Rate for Teacher may be closer to 13% for avergaing. This expense relates to Project Plan activities 1.1-1.4.	18.92%	Site	\$ 348,068.00	\$65,848.36
				\$0.00
C. TRAVEL				
Educational excursions for students (18x\$500= \$9,000); Trips to City Hall for Council meetings and FWISD Board Room for Trustees meetings; FW Zoo, FW Museum of Science and History, BRIT, etc. This expense supports CCMR and other classroom lessons by allowing students to meet/ experience various professional individuals and activities. This expense relates to Project Plan activities 1.1-1.4.	14.00	Site	\$ 500.00	\$7,000.00
D. EQUIPMENT				
				\$0.00
				\$0.00
E. SUPPLIES				
Consumable supplies for students (\$45 per student X 50 participants per site) for program year; supplies might include balls for various sports; discs for disc golf and other sporting supplies. This expense includes items such as paper, pencils, markers, paper towels, tissues, paint, etc. This may also include sports equipment such as footballs, soccer balls, volleyballs, etc. This expense supports project plan activities of daily program delivery, CCMR, Parent Engagement and Homework Assistance. This expense relates to Project Plan Activities 1.1-1.4.	14.00	Site	\$ 2,250.00	\$31,500.00
F. CONSULTING/CONTRACTING				
Various partial providers for Fine arts, performing arts, STEM activities, SEL activities, etc. Vetted Vendors will provide partial services such as fine arts, college preparedness, Social and Emotional Learning courses. Each Full Service provider has utilized their own procurement processes to identify partial service providers. Full Service providers utilize many of the same providers as FWISD such as Unlimited Education and Sports, En Pointe Muvmentz Dance, Pura Vida and other small organizations. Program costs range from \$45/ hour to \$245/ hour and typically depend on the number of participants, duration of activity, frequency and range of activities. All these factors are considered when making a program decision to contract with a vendor. This expense supports CCMR and Daily Program Delivery.	14.00	Site	\$ 3,600.00	\$50,400.00
G. SUB-GRANTS				
				\$0.00
H. OCCUPANCY				
				\$0.00
INDIRECT				
This expense covers all indirect costs. Sub-grantee's allowable percent for indirect expenses. Follows Federal and State grant guidelines allowable for HCM, Accounting, Payroll and other consumable office supplies. This expense relates to project plan activities 1.1- 1.4.	0.10		\$ 502,816.36	\$50,281.64
Total Expense				\$553,098.00
Total Requested				\$553,098.00

YMCA Sites

FY24 School Site List

Instructions: Please list each FY2024 CCPD funded site under the sub-grant agreements. Provide the full name of the school, site contact name, email, and phone number for each funded site.

School Site Campus Name	School Site Contact Name	School Site Contact Email	School Site Phone Number
Carroll Peak ES	Brenda Martinez	Bmartinez@ymca.org	817.814.0700
Jara, Manuel ES	Brenda Martinez	Bmartinez@ymca.org	817.814.4500
Rufino Mendoza ES	Brenda Martinez	Bmartinez@ymca.org	817.814.4700
Luella Merrett ES	Brenda Martinez	Bmartinez@ymca.org	817.815.6600
MH Moore ES	Brenda Martinez	Bmartinez@ymca.org	817.815.0600
Nash, Charles E. ES	Brenda Martinez	Bmartinez@ymca.org	817.814.9400
Washington Heights ES	Brenda Martinez	Bmartinez@ymca.org	817.815.0700
Dillow, S.S. ES	Brenda Martinez	Bmartinez@ymca.org	817.814.0400
Lowery Road ES	Brenda Martinez	Bmartinez@ymca.org	817.815.4700
Eastern Hills ES	Brenda Martinez	Bmartinez@ymca.org	817.815.4500
LA @ John T White ES	Brenda Martinez	Bmartinez@ymca.org	817.814.7900
LA @ Logan, Maude I. ES	Brenda Martinez	Bmartinez@ymca.org	817.815.3700
LA @ Mitchell Blvd. ES	Brenda Martinez	Bmartinez@ymca.org	817.815.9000
LA @ Forest Oak MS	Brenda Martinez	Bmartinez@ymca.org	817.815.8200

FWAS Maintains a "Live" list of all sub-grantee staff. Site supervisors for each of the sites listed on this and subsequent pages are likely to change for the fall semester.

Crime Control and Prevention District

SUB GRANT AGENCY NAME (Partners with a Shared Mission)

*Instructions: Complete with itemized detail each expense requiring CCPD funds for **each Sub-Grant Award requested**. Agencies may utilize this spreadsheet and copy into separate tabs for multiple awards. Submitting a Sub-Grant Award Budget also requires a **Memorandum of Understanding** that outlines the roles/responsibilities, budget, and controls in place to ensure compliance with CCPD policy and procedure.*

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
Total Revenue				\$0.00
A. SALARY				
1 Site Supervisor (\$9,904), 3 Specialists (\$12,270) and 1 Certified, FWISD Teacher (\$2,688); Site supervisor hourly rate of \$16.00; Specialists Hourly rate of \$10; Teacher hourly rate of \$21	5.00		\$24,862.00	\$124,310.00
124 Direct Program Days from Tuesday, September 5, 2023 - May 16, 2024; 2.5 hour from school dismissal				\$0.00
This expense relates to Project Plan activities 1.1-1.4.				\$0.00
				\$0.00
B. FRINGE				
Fringe for employees listed above. Rate may be closer to 20% for Site Supervisor and Specialists; Rate for Teacher may be closer to 13% for avergaing. This expense relates to Project Plan activities 1.1-1.4.	18.92%		\$ 124,310.00	\$23,517.27
				\$0.00
C. TRAVEL				
Educational excursions for students (18x\$500= \$9,000); Trips to City Hall for Council meetings and FWISD Board Room for Trustees meetings; FW Zoo, FW Museum of Science and History, BRIT, etc. This expense supports CCMR and other classroom lessons by allowing students to meet/ experience various professional indiviuals and activites. This expense relates to Project Plan activities 1.1-1.4.	5.00		\$ 500.00	\$2,500.00
D. EQUIPMENT				
				\$0.00
				\$0.00
E. SUPPLIES				
Consumable supplies for students (\$45 per student X 50 participants per site) for program year; supplies might include balls for various sports; discs for disc golf and other sporting supplies. This expense includes items such as paper, pencils, markers, paper towels, tissues, paint, etc. This may also include sports equipment such as footballs, soccer balls, volleyballs, etc. This expense supports project plan activiites of daily program delivery, CCMR, Parent Engagement and Homewrok Assistance. This expense relates to Project Plan Activities 1.1-1.4.	5.00		\$ 2,250.00	\$11,250.00
F. CONSULTING/CONTRACTING				
Various partial providers for Fine arts, performing arts, STEM activities, SEL activities, etc. Vetted Vendors will provide partial services such as fine arts, college preparedness, Social and Emotional Learning courses. Each Full Service provider has utilized their own procurement processes to identify partial service providers. Full Service providers utilize many of the same providers as FWISD such as Unlimited Education and Sports, En Pointe Muvmentz Dance, Pura Vida and other small organizations. Program costs range from \$45/ hour to \$245/ hour and typically depend on the number of participants, duration of activity, frequency and range of activities. All these factors are considered when making a program decision to contract with a vendor. This expense supports CCMR and Daily Program Delivery.	5.00		\$ 3,600.00	\$18,000.00
G. SUB-GRANTS				
				\$0.00
H. OCCUPANCY				
				\$0.00
INDIRECT				
This expense covers all indirect costs. Sub-grantee's allowable percent for indirect expenses. Follows Federal and State grant guidelines allowable for HCM, Accounting, Payroll and other consumable office supplies. This expense relates to project plan activities 1.1- 1.4.	0.10		\$ 179,577.27	\$17,957.73
Total Expense				\$197,535.00
Total Requested				\$197,535.00

FY24 School Site List

Instructions: Please list each FY2024 CCPD funded site under the sub-grant agreements. Provide the full name of the school, site contact name, email, and phone number for each funded site.

School Site Campus Name	School Site Contact Name	School Site Contact Email	School Site Phone Number
LA @ Como ES	Monique Hill	Monique.Hill@frotworthtexas.gov	817.392.5773
Greenbriar ES	Sheri Endsley	Sheri.Endsley@frotworthtexas.gov	817.392.5726
DeZavala ES	Sheri Endsley	Sheri.Endsley@frotworthtexas.gov	817.392.5726
D. McRae ES	Sheri Endsley	sheri.Endsley@frotworthtexas.gov	817.392.5726
Seminary Hills ES	Sheri Endsley	sheri.Endsley@frotworthtexas.gov	817.392.5726

Crime Control and Prevention District

SUB GRANT AGENCY NAME (Partners with a Shared Mission)

*Instructions: Complete with itemized detail each expense requiring CCPD funds for **each Sub-Grant Award requested**. Agencies may utilize this spreadsheet and copy into separate tabs for multiple awards. Submitting a Sub-Grant Award Budget also requires a **Memorandum of Understanding** that outlines the roles/responsibilities, budget, and controls in place to ensure compliance with CCPD policy and procedure.*

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
Total Revenue				\$0.00
A. SALARY				
1 Site Supervisor (\$9,904), 3 Specialists (\$12,270) and 1 Certified, FWISD Teacher (\$2,688); Site supervisor hourly rate of \$16.00; Specialists Hourly rate of \$10; Teacher hourly rate of \$21	4.00		\$24,862.00	\$99,448.00
124 Direct Program Days from Tuesday, September 5, 2023 - May 16, 2024; 2.5 hour from school dismissal				\$0.00
This expense relates to Project Plan activities 1.1-1.4.				\$0.00
				\$0.00
B. FRINGE				
Fringe for employees listed above. Rate may be closer to 20% for Site Supervisor and Specialists; Rate for Teacher may be closer to 13% for avergaing. This expense relates to Project Plan activities 1.1-1.4.	18.92%		\$ 99,448.00	\$18,813.82
				\$0.00
C. TRAVEL				
Educational excursions for students (18x\$500= \$9,000); Trips to City Hall for Council meetings and FWISD Board Room for Trustees meetings; FW Zoo, FW Museum of Science and History, BRIT, etc. This expense supports CCMR and other classroom lessons by allowing students to meet/ experience various professional indiviuals and activites. This expense relates to Project Plan activities 1.1-1.4.	4.00		\$ 500.00	\$2,000.00
D. EQUIPMENT				
				\$0.00
				\$0.00
E. SUPPLIES				
Consumable supplies for students (\$45 per student X 50 participants per site) for program year; supplies might include balls for various sports; discs for disc golf and other sporting supplies. This expense inlcudes items such as paper, pencils, markers, paper towels, tissues, paint, etc. This may also include sports equipment such as footballs, soccer balls, volleyballs, etc. This expense supports project plan activiites of daily program delivery, CCMR, Parent Engagement and Homewrok Assistance. This expense relates to Project Plan Activities 1.1-1.4.	4.00		\$ 2,250.00	\$9,000.00
F. CONSULTING/CONTRACTING				
Various partial providers for Fine arts, performing arts, STEM activities, SEL activities, etc. Vetted Vendors will provide partial services such as fine arts, college preparedness, Social and Emotional Learning courses. Each Full Service provider has utilized their own procurement processes to identify partial service providers. Full Service providers utilize many of the same providers as FWISD such as Unlimited Education and Sports, En Pointe Muvmentz Dance, Pura Vida and other small organizations. Program costs range from \$45/ hour to \$245/ hour and typically depend on the number of participants, duration of activity, frequency and range of activities. All these factors are considered when making a program decision to contract with a vendor. This expense supports CCMR and Daily Program Delivery.	4.00		\$ 3,600.00	\$14,400.00
G. SUB-GRANTS				
				\$0.00
H. OCCUPANCY				
				\$0.00
INDIRECT				
This expense covers all indirect costs. Sub-grantee's allowable percent for indirect expenses. Follows Federal and State grant guidelines allowable for HCM, Accounting, Payroll and other consumable office supplies. This expense relates to project plan activities 1.1- 1.4.	0.10		\$ 143,661.82	\$14,366.18
Total Expense				\$158,028.00
Total Requested				\$158,028.00

Crime Control and Prevention District

SUB GRANT AGENCY NAME (Partners with a Shared Mission)

Instructions: Complete with itemized detail each expense requiring CCPD funds for each Sub-Grant Award requested. Agencies may utilize this spreadsheet and copy into separate tabs for multiple awards. Submitting a Sub-Grant Award Budget also requires a Memorandum of Understanding that outlines the roles/responsibilities, budget, and controls in place to ensure compliance with CCPD policy and procedure.

DESCRIPTION/JUSTIFICATION	QUANTITY	QUANTITY MEASURE	RATE	TOTAL
REVENUE				
				\$0.00
Total Revenue				\$0.00
A. SALARY				
1 Site Supervisor (\$9,904), 3 Specialists (\$12,270) and 1 Certified, FWISD Teacher (\$2,688); Site supervisor hourly rate of \$16.00; Specialists Hourly rate of \$10; Teacher hourly rate of \$21	2.00		\$24,862.00	\$49,724.00
124 Direct Program Days from Tuesday, September 5, 2023 - May 16, 2024; 2.5 hour from school dismissal				\$0.00
This expense relates to Project Plan activities 1.1-1.4.				\$0.00
				\$0.00
B. FRINGE				
Fringe for employees listed above. Rate may be closer to 20% for Site Supervisor and Specialists; Rate for Teacher may be closer to 13% for avergaing. This expense relates to Project Plan activities 1.1-1.4.	18.92%		\$ 49,724.00	\$9,406.91
				\$0.00
C. TRAVEL				
Educational excursions for students (18x\$500= \$9,000); Trips to City Hall for Council meetings and FWISD Board Room for Trustees meetings; FW Zoo, FW Museum of Science and History, BRIT, etc. This expense supports CCMR and other classroom lessons by allowing students to meet/ experience various professional indivuals and activites. This expense relates to Project Plan activities 1.1-1.4	2.00		\$ 500.00	\$1,000.00
D. EQUIPMENT				
				\$0.00
				\$0.00
E. SUPPLIES				
Consumable supplies for students (\$45 per student X 50 participants per site) for program year; supplies might include balls for various sports; discs for disc golf and other sporting supplies. This expense inlcudes items such as paper, pencils, markers, paper towels, tissues, paint, etc. This may also include sports equipment such as footballs, soccer balls, volleyballs, etc. This expense supports project plan activiites of daily program delivery, CCMR, Parent Engagement and Homewrok Assistance. This expense relates to Project Plan Activities 1.1-1.4.	2.00		\$ 2,250.00	\$4,500.00
F. CONSULTING/CONTRACTING				
Various partial providers for Fine arts, performing arts, STEM activities, SEL activities, etc. Vetted Vendors will provide partial services such as fine arts, college preparedness, Social and Emotional Learning courses. Each Full Service provider has utilized their own procurement processes to identify partial service providers. Full Service providers utilize many of the same providers as FWISD such as Unlimited Education and Sports, En Pointe Muvmentz Dance, Pura Vida and other small organizations. Program costs range from \$45/ hour to \$245/ hour and typically depend on the number of participants, duration of activity, frequency and range of activities. All these factors are considered when making a program decision to contract with a vendor. This expense supports CCMR and Daily Program Delivery.	2.00		\$ 3,600.00	\$7,200.00
G. SUB-GRANTS				
				\$0.00
H. OCCUPANCY				
				\$0.00
INDIRECT				
This expense covers all indirect costs. Sub-grantee's allowable percent for indirect expenses. Follows Federal and State grant guidelines allowable for HCM, Accounting, Payroll and other consumable office supplies. This expense relates to project plan activities 1.1- 1.4.	0.10		\$ 71,830.91	\$7,183.09
Total Expense				\$79,014.00
Total Requested				\$79,014.00

Crime Control and Prevention District Partners with a Shared Mission

Section I. Agency Information							
Agency Name:	Fort Worth Independent School District/Fort Worth After School (FWAS)						
Person to Contact for Corrections:	Miguel Garcia						
Contact Phone Number for Corrections:	PHONE NUMBER						
Email Address for Corrections:	Miguel.Garcia24@fisd.org						
Contract Term:	October 1, 2023 - September 30, 2024						
Authorized Executive Signor:	Miguel Garcia						
Section II. Program Information							
CCPD Goal (s):	Reduce crime through crime prevention projects.						
	Reduce crime through crime intervention projects.						
Project Description	Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of						
Section II. Quarterly Outcomes - Overall Performance							
Outcome Measure and Description	1st Qtr Total	2nd Qtr Total	3rd Qtr Total	4th Qtr Total	Year-to-Date	Performance Goal	Percentage Complete (%)
900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.	0	0	0	0	0	900	0.00%
37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.	0	0	0	0	0	37	0.00%
62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.	0	0	0	0	0	62	0.00%
787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).	0	0	0	0	0	787	0.00%
Section II. Participant Activity - Overall Performance							
Project Plan Activities	1st Qtr Total	2nd Qtr Total	3rd Qtr Total	4th Qtr Total	Year-to-Date	Performance Goal	Percentage Complete (%)
Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)	0	0	0	0	0	40	0.00%
2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)	0	0	0	0	0	2000	0.00%
Number of unduplicated participants with 45+ days -1200 Elementary (ES) -75 Middle School (MS) -125 High School (HS)	0	0	0	0	0	1400	0.00%
5 or less, the number of behavior referrals for participants for the 2023-2024 School year. Public Education Information Management System (PEIMS) -Elementary -Middle School -High School	0	0	0	0	0	5	0.00%
Hours of CCMR A minimum of 118 days for 45 minutes – 1 hour at 40 sites for a total of 4,640 hours; Track FWAS ADB	0	0	0	0	0	4720	0.00%
Unduplicated Parents attend parent/guardian meetings Total will be reported on monthly basis; will be contingent on number of FWAS participants per family; may be multiple participants from same household; FWAS ADB	0	0	0	0	0	2000	0.00%
Satisfaction Surveys completed 75% (30) of Principals will submit surveys; 50% of Parents of Regular students will respond to on-line Qualtrics survey	0	0	0	0	0	1000	0.00%

Crime Control and Prevention District

Partners with a Shared Mission

75% parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.	0	0	0	0	0	205	0.00%
FWAS Parent Activities/ Meetings will take place during the 2023-2024 School year; Track FWAS ADB	0	0	0	0	0	160	0.00%
4,640 (minimum) hours of Homework Assistance (40 sites x 118 days x 1 hour/ day)	0	0	0	0	0	4640	0.00%

Section I. Agency Information						
Agency Name:	Fort Worth Independent School District/Fort Worth After School (FWAS)					
Person to Contact for Corrections:	Miguel Garcia					
Contact Phone Number for Corrections:	PHONE NUMBER					
Email Address for Corrections:	Miguel.Garcia24@fisd.org					
Reporting Period:	October 2023 - December 2023					
Contract Term	October 1, 2023 - September 30, 2024					
Authorized Executive Signor:	Miguel Garcia					
Section II. Program Information						
CCPD Goal (s):	Reduce crime through crime prevention projects.					
	Reduce crime through crime intervention projects.					
Project Description	Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of					
Section II. Quarterly Outcomes - Overall Performance						
Outcome Measure and Description	OCT	NOV	DEC	Q1 Totals	Performance Goal	Percentage Complete (%)
900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.				0	900	0.00%
37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.				0	37	0.00%
62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.				0	62	0.00%
787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).				0	787	0.00%
Section II. Participant Activity - Overall Performance						
Project Plan Activities	OCT	NOV	DEC	Q1 Totals	Performance Goal	Percentage Complete (%)
Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)				0	40	0%
2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)				0	2000	0%

Quarterly Narrative Questions	
Instructions:	Please provide detailed commentary on your projects progress for this quarter. If needed, you may attach a separate page for responses.
Describe major accomplishments achieved in implementing the project. Highlight specific aspects of the project contributing to its success.	
Describe any challenges (i.e. frustrations, barriers, disappointments) in implementing the project and how they were addressed or resolved.	
What has the project revealed about the organization's capacity to address the identified CCPD goals outlined in the contract?	
On the tab labeled "Zip Codes", please provide zip code data for program participants for this reporting period.	

<i>Certification</i> : I have reviewed the above financial and program performance for this quarter. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.	
Name: _____	Date: _____
Title: _____	

Section I. Agency Information						
Agency Name:	Fort Worth Independent School District/Fort Worth After School (FWAS)					
Person to Contact for Corrections:	Miguel Garcia					
Contact Phone Number for Corrections:	PHONE NUMBER					
Email Address for Corrections:	Miguel.Garcia24@fisd.org					
Reporting Period:	January 2024 - March 2024					
Contract Term	October 1, 2023 - September 30, 2024					
Authorized Executive Signor:	Miguel Garcia					
Section II. Program Information						
CCPD Goal (s):	Reduce crime through crime prevention projects.					
	Reduce crime through crime intervention projects.					
Project Description	Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of					
Section II. Quarterly Outcomes - Overall Performance						
Outcome Measure and Description	JAN	FEB	MAR	Q2 Totals	Performance Goal	Percentage Complete (%)
900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.				0	900	0.00%
37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.				0	37	0.00%
62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.				0	62	0.00%
787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).				0	787	0.00%
Section II. Participant Activity - Overall Performance						
Project Plan Activities	JAN	FEB	MAR	Q2 Totals	Performance Goal	Percentage Complete (%)
Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)				0	40	0%
2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)				0	2000	0%

Number of unduplicated participants with 45+ days -1200 Elementary (ES) -75 Middle School (MS) -125 High School (HS)				0	1400	0%
5 or less, the number of behavior referrals for participants for the 2023-2024 School year. Public Education Information Management System (PEIMS) -Elementary -Middle School -High School				0	5	0%
Hours of CCMR A minimum of 118 days for 45 minutes – 1 hour at 40 sites for a total of 4,640 hours; Track FWAS ADB				0	4720	0%
Unduplicated Parents attend parent/guardian meetings Total will be reported on monthly basis; will be contingent on number of FWAS participants per family; may be multiple participants from same household; FWAS ADB				0	2000	0%
Satisfaction Surveys completed 75% (30) of Principals will submit surveys; 50% of Parents of Regular students will respond to on-line Qualtrics survey				0	1000	0%
75% parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.				0	205	0%
FWAS Parent Activities/ Meetings will take place during the 2023-2024 School year; Track FWAS ADB				0	160	0%
4,640 (minimum) hours of Homework Assistance (40 sites x 118 days x 1 hour/ day)				0	4640	0%
Quarterly Narrative Questions						
Instructions:	Please provide detailed commentary on your projects progress for this quarter. If needed, you may attach a separate page for responses.					
Describe major accomplishments achieved in implementing the project. Highlight specific aspects of the project contributing to its success.						

<p>Describe any challenges (i.e. frustrations, barriers, disappointments) in implementing the project and how they were addressed or resolved.</p>	
<p>What has the project revealed about the organization's capacity to address the identified CCPD goals outlined in the contract?</p>	
<p>On the tab labeled "Zip Codes", please provide zip code data for program participants for this reporting period.</p>	

<p><i>Certification</i> : I have reviewed the above financial and program performance for this quarter. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.</p>	
<p>Name: _____</p>	<p>Date: _____</p>
<p>Title: _____</p>	

Section I. Agency Information						
Agency Name:	Fort Worth Independent School District/Fort Worth After School (FWAS)					
Person to Contact for Corrections:	Miguel Garcia					
Contact Phone Number for Corrections:	PHONE NUMBER					
Email Address for Corrections:	Miguel.Garcia24@fisd.org					
Reporting Period:	April 2024 - June 2024					
Contract Term	October 1, 2023 - September 30, 2024					
Authorized Executive Signor:	Miguel Garcia					
Section II. Program Information						
CCPD Goal (s):	Reduce crime through crime prevention projects.					
	Reduce crime through crime intervention projects.					
Project Description	Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of					
Section II. Quarterly Outcomes - Overall Performance						
Outcome Measure and Description	APR	MAY	JUN	Q3 Totals	Performance Goal	Percentage Complete (%)
900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.				0	900	0.00%
37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.				0	37	0.00%
62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.				0	62	0.00%
787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).				0	787	0.00%
Section II. Participant Activity - Overall Performance						
Project Plan Activities	APR	MAY	JUN	Q3 Totals	Performance Goal	Percentage Complete (%)
Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)				0	40	0%
2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)				0	2000	0%

Number of unduplicated participants with 45+ days -1200 Elementary (ES) -75 Middle School (MS) -125 High School (HS)				0	1400	0%
5 or less, the number of behavior referrals for participants for the 2023-2024 School year. Public Education Information Management System (PEIMS) -Elementary -Middle School -High School				0	5	0%
Hours of CCMR A minimum of 118 days for 45 minutes – 1 hour at 40 sites for a total of 4,640 hours; Track FWAS ADB				0	4720	0%
Unduplicated Parents attend parent/guardian meetings Total will be reported on monthly basis; will be contingent on number of FWAS participants per family; may be multiple participants from same household; FWAS ADB				0	2000	0%
Satisfaction Surveys completed 75% (30) of Principals will submit surveys; 50% of Parents of Regular students will respond to on-line Qualtrics survey				0	1000	0%
75% parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.				0	205	0%
FWAS Parent Activities/ Meetings will take place during the 2023-2024 School year; Track FWAS ADB				0	160	0%
4,640 (minimum) hours of Homework Assistance (40 sites x 118 days x 1 hour/ day)				0	4640	0%
Quarterly Narrative Questions						
Instructions:	Please provide detailed commentary on your projects progress for this quarter. If needed, you may attach a separate page for responses.					
Describe major accomplishments achieved in implementing the project. Highlight specific aspects of the project contributing to its success.						

<p>Describe any challenges (i.e. frustrations, barriers, disappointments) in implementing the project and how they were addressed or resolved.</p>	
<p>What has the project revealed about the organization's capacity to address the identified CCPD goals outlined in the contract?</p>	
<p>On the tab labeled "Zip Codes", please provide zip code data for program participants for this reporting period.</p>	

Certification : I have reviewed the above financial and program performance for this quarter. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.

Name: _____	Date: _____
Title: _____	

Section I. Agency Information						
Agency Name:	Fort Worth Independent School District/Fort Worth After School (FWAS)					
Person to Contact for Corrections:	Miguel Garcia					
Contact Phone Number for Corrections:	PHONE NUMBER					
Email Address for Corrections:	Miguel.Garcia24@fisd.org					
Reporting Period:	July 2024 - September 2024					
Contract Term	October 1, 2023 - September 30, 2024					
Authorized Executive Signor:	Miguel Garcia					
Section II. Program Information						
CCPD Goal (s):	Reduce crime through crime prevention projects.					
	Reduce crime through crime intervention projects.					
Project Description	Fort Worth After School will provide structured, afterschool enrichment programs at 40 CCPD funded campuses. Programming will focus Leadership traits and non-cognitive skills that translate into school success (better grades, attendance and improved behavior in select ES, MS and High schools in FWISD. Programming will include students in Gap Zip Codes and PRAs in need of					
Section II. Quarterly Outcomes - Overall Performance						
Outcome Measure and Description	JULY	AUG	SEPT	Q4 Totals	Performance Goal	Percentage Complete (%)
900 out of 1200 Elementary participants (45+ attendance) will attend school 95% of possible school days.				0	900	0.00%
37 out of 75 Middle School participants (45+ attendance) will attend school 90% (MS) of possible school days.				0	37	0.00%
62 out of 125 High School participants (45+ attendance) will attend school 90% (HS) of possible school days.				0	62	0.00%
787 out of 1050 (75%) total participants (45+ attendance) will pass 100% of enrolled courses (by end of the school year).				0	787	0.00%
Quarterly Narrative Questions						
Project Plan Activities	JULY	AUG	SEPT	Q4 Totals	Performance Goal	Percentage Complete (%)
Number of School Sites that maintain an Average Daily Attendance of 50 (Reported Monthly)				0	40	0%
2000 unduplicated participants enrolled: -1600 Elementary (ES) -150 Middle School (MS) -250 High School (HS)				0	2000	0%

Number of unduplicated participants with 45+ days -1200 Elementary (ES) -75 Middle School (MS) -125 High School (HS)				0	1400	0%
5 or less, the number of behavior referrals for participants for the 2023-2024 School year. Public Education Information Management System (PEIMS) -Elementary -Middle School -High School				0	5	0%
Hours of CCMR A minimum of 118 days for 45 minutes – 1 hour at 40 sites for a total of 4,640 hours; Track FWAS ADB				0	4720	0%
Unduplicated Parents attend parent/guardian meetings Total will be reported on monthly basis; will be contingent on number of FWAS participants per family; may be multiple participants from same household; FWAS ADB				0	2000	0%
Satisfaction Surveys completed 75% (30) of Principals will submit surveys; 50% of Parents of Regular students will respond to on-line Qualtrics survey				0	1000	0%
75% parent respondents will indicate FWAS fostered a positive and educational environment on Satisfaction Surveys.				0	205	0%
FWAS Parent Activities/ Meetings will take place during the 2023-2024 School year; Track FWAS ADB				0	160	0%
4,640 (minimum) hours of Homework Assistance (40 sites x 118 days x 1 hour/ day)				0	4640	0%
Quarterly Narrative Questions						
Instructions:	Please provide detailed commentary on your projects progress for this quarter. If needed, you may attach a separate page for responses.					
Describe major accomplishments achieved in implementing the project. Highlight specific aspects of the project contributing to its success.						

<p>Describe any challenges (i.e. frustrations, barriers, disappointments) in implementing the project and how they were addressed or resolved.</p>	
<p>What has the project revealed about the organization's capacity to address the identified CCPD goals outlined in the contract?</p>	
<p>On the tab labeled "Zip Codes", please provide zip code data for program participants for this reporting period.</p>	

Certification : I have reviewed the above financial and program performance for this quarter. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.

Name: _____ Date: _____

Title: _____

Zip Code Report

Section I. Agency Information

Agency Name:	
Project Title:	
Contact Phone Number for Corrections:	
Email Address for Corrections:	

Zip Code	Number of Participants				
	Q1	Q2	Q3	Q4	Total
76101					0
76102					0
76103					0
76104					0
76105					0
76106					0
76107					0
76108					0
76109					0
76110					0
76111					0
76112					0
76113					0
76114					0
76115					0
76116					0
76118					0
76119					0
76120					0
76121					0
76122					0
76123					0
76124					0
76126					0
76129					0
76130					0
76131					0
76132					0
76133					0
76134					0
76135					0
76136					0
76137					0
76140					0

76148					0
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76191					0
76192					0
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76196					0
76197					0
76198					0
76199					0

**Initials (per
quarter)**

(Oct-Nov-Dec) (Jan-Feb-Mar) (Apr-May-Jun) (Jul-Aug-Sept)

Certification: I have reviewed the above financial and program requirements. I verify that the enclosed report materials accurately reflect the status of the aforementioned program/project.

CITY COUNCIL AGENDA



[Create New From This M&C](#)

DATE:	9/12/2023	REFERENCE NO.:	M&C 23-0727	LOG NAME:	35FY24 CCPD AFTER SCHOOL PROGRAMS
CODE:	C	TYPE:	NON-CONSENT	PUBLIC HEARING:	NO
SUBJECT:	(ALL) Authorize Execution of Agreements with Fort Worth, Keller, Crowley and White Settlement Independent School Districts for Operation of After-School Programs in a Total Program Amount Up to \$1,840,000.00 for Fiscal Year 2024				

RECOMMENDATION:

It is recommended that the City Council authorize the execution of agreements with the Fort Worth, Keller, Crowley and White Settlement Independent School Districts in the total amount up to \$1,840,000.00 for the operation of after-school programs at selected schools during Fiscal Year 2024.

DISCUSSION:

National research shows that adolescents are most at risk on school days between the hours of 3:00 p.m. and 6:00 p.m. of being a victim of a crime or committing a crime. In response to this concept, a multi-disciplinary task force was formed in 2001 consisting of City officials, school district personnel, and related service providers. This task force developed a coordinated program for Fort Worth Independent School District (ISD) schools that documented juvenile crime patterns.

Each year since 2001, the City of Fort Worth (City) has funded after-school programs using appropriations from the Crime Control and Prevention District (CCPD). The participating school districts have expanded beyond Fort Worth ISD to include Keller ISD, Crowley ISD, and White Settlement ISD; however, only schools that lie within the boundaries of the City receive CCPD funding. Each district is responsible for the day-to-day administration of its after-school program and is required to establish program goals and objectives that are measurable and result in desired program outcomes. Today, the mission of the after-school programs is to provide a safe environment for educational, physical, and social development leading to a reduction in juvenile crime.

This Mayor and Council Communication (M&C) is to authorize the execution of agreements with Fort Worth, Keller, Crowley, and White Settlement Independent Schools Districts in the total program amount up to \$1,840,000.00 for the operation of after-school programs at selected schools during Fiscal Year 2024.

Funding will be allocated as follows to each district in Fiscal Year 2024 on a reimbursement basis:

Fort Worth ISD funding in the amount up to \$1,495,000.00;
 Keller ISD funding in the amount up to \$143,750.00;
 Crowley ISD funding in the amount up to \$143,750.00; and
 White Settlement ISD funding in the amount up to \$57,500.00.

Funding will be budgeted in Other Contractual Services account within the Crime Control and Prev Distr Operating Fund for Fiscal Year 2024.

These Agreements will be effective for one year, beginning October 1, 2023, and will end on September 30, 2024, with no renewals.

This program serves ALL COUNCIL DISTRICTS.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendation and adoption of the Fiscal Year 2024 Budget by the City Council, funds will be available in the Fiscal Year 2024

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by: Fernando Costa (6122)

Originating Department Head: Neil Noakes (4212)

Additional Information Contact: Liz Garza (5571)
Alex Acosta (4236)

ATTACHMENTS

[FID Table - After SchoolFY24.xlsx](#) (CFW Internal)

ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM WITH THE CITY OF FORT WORTH FOR THE 2023-2024 SCHOOL YEAR**

BACKGROUND:

Fort Worth Independent School District and the City of Fort Worth are entering into an Interlocal Agreement for the School Resource Officer Program through which the City of Fort Worth provides school security to participating school districts with facilities within the territorial limits of the City using Fort Worth Police Department officers. The purpose of the multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department is to provide a safe and secure environment for education.

The annual agreement period is from October 1, 2023 through September 30, 2024. The District will pay 50% of all personnel and operating costs incurred by the City for the police officers assigned to the District.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year
2. Decline to Approve the Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year

FUNDING SOURCE: *Additional Details*

General Fund 199-52-6299-390

COST:

Not-to-Exceed - \$5,264,853.82

VENDOR(S)/PROVIDER(S):

City of Fort Worth

PURCHASING MECHANISM:

Cooperative Agreement

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

Safety and Security

All Schools

RATIONALE:

Fort Worth ISD is partnering with the City of Fort Worth to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth 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

INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for the School Resource Officer Program ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Fernando Costa**, its duly authorized Assistant City Manager, and the **Fort Worth Independent School District** ("FWISD" or "District"), a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Angélica M. Ramsey**, its duly authorized **Superintendent**.

RECITALS

WHEREAS, 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;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule
4. Exhibit C – Roles and Responsibilities for Officers

Exhibits A and B, attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A and B and the terms and conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Interlocal Agreement shall control.

The term “District” shall include the District, and its officers, agents, employees, representatives, servants, contractors or subcontractors.

The term “City” shall include its officers, employees, agents, and representatives.

The term “Party” shall refer to either the City or the District.

The term “Parties” shall refer to both the City and the District.

1. SCOPE OF SERVICES.

In partnership with the District, City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “**Exhibit A,**” **Scope of Services**, more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence on October 1, 2023 (“Effective Date”) and shall continue in full force and effect until September 30, 2024, unless terminated earlier in accordance with the provisions of this Agreement.

3. CONSIDERATION.

The District shall pay City **\$5,264,853.82** (the “Agreement amount”) in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B.**” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The District will be required to have at least one officer assigned per 1,500 students in any school that an officer is assigned. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **fifty (50) police officers** assigned to the District. The District will be required to accept the assignment of additional police officers to accommodate the proper ratio between student body and on-campus police officers. If additional officers are required pursuant to this section, the District shall pay City an additional \$154,514.29

annually per additional officer. The Agreement amount is a projected figure based upon estimated costs for the program for the coming City Fiscal Year.¹ The Agreement amount also includes the District's proportional share of the personnel, training, and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes two (2) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing. The District shall not be charged for officers during the time that those officers are on leave due to an occupational injury.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

In connection with the City's annual budget process, following the end of each Fiscal Year, funding shall be subject to a "true up" process in accordance with this paragraph. The City shall compare the actual costs of the prior Fiscal Year's program with the projected/budgeted amount for the current Fiscal Year and calculate any deviation between the two. The City shall notify the District of such deviation on or before the ninetieth (90th) day of the new Fiscal year. Any deviation will be reconciled with District by one of the following methods: (1) adjusting the projected/budgeted amounts for the next Fiscal Year's School Resource Officer contract; or (2) if the parties elect not to enter into another contract for the next Fiscal year, a direct payment of funds to the District, if the actual costs of the program were less than the projected costs program; or a direct payment of funds to the City if the actual costs exceed the projected costs of the program. Regardless of such true up process, in no event shall the contract amount exceed \$5,264,853.82.

4. TERMINATION.

4.1 CCPD Funds

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the Crime Control and Prevention District (CCPD). In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement

¹ Fiscal Year shall be defined as: the twelve-month period beginning October 1 and ending September 30, or such alternate twelve-month period as approved in writing by the City.

4.2 Convenience.

Either Party may terminate this Agreement at any time and for any reason by providing the other Party with thirty (30) days' written notice of termination.

4.3 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by either the City or the District in any fiscal period to fund the SRO Program, that Party will notify the other Party of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to that Party of any kind whatsoever.

4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

5.1 Disclosure of Conflicts. Both Parties hereby warrant to the other Party that they have made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the Parties hereby agree immediately to make full disclosure to the other Party in writing.

5.2 Confidential Information. The Parties, each for itself and its officers, agents and employees, agree that they shall treat all information provided to it by the other Party as confidential and to the extent allowed by law shall not disclose any such information to a third party without the prior written approval of the other Party.

5.3 Unauthorized Access. The Parties shall store and maintain City and District Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City or District Information in any way. The Parties shall notify the other Party immediately if the security or integrity of any City or District information

has been compromised or is believed to have been compromised, in which event, the Party shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System (“FIRS”), Interstate Identification Index System (“III System”), National Crime Information Center (“NCIC”) or National Fingerprint File (“NFF”), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 (“CFR Part 20”), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6. RIGHT TO AUDIT.

Each Party agrees that the other Party shall, until the expiration of three (3) years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the Party. Each Party agrees that the other Party shall have access during normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The requesting Party shall give the other Party reasonable advance notice of intended audits.

Section 6 shall survive the termination or expiration of this Agreement.

7. INDEPENDENT CONTRACTOR.

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

8. PROPERTY LOSS.

The Parties shall in no way nor under any circumstances be responsible for any property belonging to the other Party, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

9. PROVISIONS REGARDING AGE.

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

10. LIABILITY/INDEMNIFICATION.

“TO THE EXTENT PERMITTED BY LAW, AND WITHOUT THE WAIVER OF ANY IMMUNITY OR DEFENSE, EACH PARTY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF ITS OWN OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 10 shall survive the termination or expiration of this Agreement.

11. NON-DISCRIMINATION COVENANT.

Each Party, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of its duties and obligations hereunder, shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law.

Section 11 shall survive the termination or expiration of this Agreement.

12. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated

person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth

Attn: Fernando Costa
Assistant City Manager
200 Texas Street
Fort Worth, Texas 76102-6311

With Copy to the City Attorney
at same address

FWISD

Attn: Angélica M. Ramsey
Superintendent
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

With Copy to District's General Counsel
at same address

13. GOVERNMENTAL POWERS/IMMUNITIES.

It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

14. NO WAIVER.

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 granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

15. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

16. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. FORCE MAJEURE.

City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to,

compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively “Force Majeure Event”). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party’s performance, as soon as reasonably possible, after the occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 12 above.

18. Prohibition on Boycotting Energy Companies

City acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the District is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the District with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, City certifies that City’s signature provides written verification to the District that City: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

19. Prohibition on Discrimination Against Firearm and Ammunition Industries

City knows that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the District is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the District with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, City certifies that City’s signature provides written verification to the District that City: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. APPROVAL OF AGREEMENT.

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

22. REVIEW OF COUNSEL.

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or exhibits hereto.

23. AMENDMENTS.

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

24. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

25. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

26. BODY WORN CAMERAS.

City and District agree that any use of body-worn cameras by FWPB officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). City shall use its best efforts to notify the District at least two (2) weeks before its SRO Program officers assigned to the District are to begin use of BWCs, and will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. Every SRO Program officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, the SRO Program Officers shall adhere to the objectives and procedures outlined in this Agreement and the Fort Worth Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer's knowledge of the facts and circumstances of the incident which was videoed. The Parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA. In the event the District determines that such educational record is required to be released to the public or to a parent or a student under FERPA, the District agrees, prior to release of such records, to provide the City advanced written notice sufficient for the City to determine if a protective order or other injunctive relief may be required to protect the confidentiality of the record.

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**APPROVED AND AGREED FOR CITY
OF FORT WORTH**

Fernando Costa
Assistant City Manager
Date: _____

APPROVAL RECOMMENDED

Robert A. Alldredge, Jr.
Executive Assistant Chief

**APPROVED AS TO FORM AND
LEGALITY FOR CITY OF FORT
WORTH**

Taylor Paris
Assistant City Attorney

**By signing I acknowledge that I am the
person responsible for the monitoring and
administration of this contract, including
ensuring all performance and reporting
requirements.**

Loraine Coleman
Administrative Services Manager

ATTEST

Jannette Goodall
City Secretary

Date: 9/12/2023
M&C No. 23-726
Form 1295 Certification No: NOT REQUIRED

**ATTEST
APPROVED AND AGREED FOR
FWISD**

Dr. Angélica M. Ramsey
Superintendent

Dr. Camille Rodriquez
Board President

**APPROVED AS TO FORM AND
LEGALITY FOR FWISD**



FWISD General Counsel

ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: APPROVE BOARD RESOLUTION TO AUTHORIZE ACQUISITION OF ABSTRACT 1133 TRACT 1A01 OF THE JAMES B. MARTIN SURVEY AND LOT A1 OF THE W. E. RILEY ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS 5625 AND 5705 MEADOWBROOK DRIVE WITH MARKET VALUE FINAL OFFER OR BY EMINENT DOMAIN IF FINAL OFFER IS DECLINED

BACKGROUND:

Fort Worth ISD has determined that a public necessity exists to replace the Eastern Hills Elementary school building as set forth in the 2021 Capital Improvement Program. The properties at 5625 and 5705 Meadowbrook Drive are in the immediate vicinity of the project. Fort Worth ISD needs to acquire these properties for expansion of the school site upon which to construct, reconstruct and/or renovate public school buildings or related facilities and improvements, including parking facilities and to fulfill the public necessity and public purpose. The initial and final offer for 5625 Meadowbrook Drive - owned by Thuan Pham - is \$350,000. The initial and final offer for 5705 Meadowbrook Drive - owned by Tuyen Le and Alan Pham - is \$310,000. Owners of both properties are also entitled to various relocation expenses subject to reasonable and necessary amounts. These offers are supported by an appraisal report prepared by a certified real estate appraiser.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Resolution to Authorize Acquisition of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 and 5705 Meadowbrook Drive with Market Value Final Offer or by Eminent Domain if Final Offer is Declined
2. Decline to Approve Board Resolution to Authorize Acquisition of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 and 5705 Meadowbrook Drive with Market Value Final Offer or by Eminent Domain if Final Offer is Declined
3. Remand to Staff for Further Study

**RESOLUTION AND MOTION TO APPROVE FINAL OFFER AND ACQUISITION, BY
EMINENT DOMAIN, IF NECESSARY, ABSTRACT 1133 TRACT 1A01 OF THE JAMES B.
MARTIN SURVEY AND LOT A1 OF THE W. E. RILEY ADDITION TO
THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 5625 AND 5705
MEADOWBROOK DRIVE FORT WORTH, TEXAS 76112 (THE "PROPERTIES")**

On this 12th day of December 2023, the Board of Education of the Fort Worth Independent School District ("FWISD") convened in regular session with a quorum of its members present, and;

WHEREAS, FWISD has determined that a public necessity exists to acquire fee simple title to 5625 and 5705 Meadowbrook Drive, Fort Worth, Texas 76112, comprised of Abstract 1133 Tract 1A01 of the James B Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County, Texas for the public purpose of securing sites upon which to construct, reconstruct, and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by FWISD to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

WHEREAS, the property at 5625 Meadowbrook Drive, Fort Worth, TX 76112 is owned by Thuan Pham, 235 E Embercrest Dr, Arlington 76018. The property at 5705 Meadowbrook Drive, Fort Worth, TX 76112 is owned by Tuyen Le and Alan Pham, 3911 Blake Ashton Dr, Arlington, 76001; and

WHEREAS, previous efforts to negotiate a purchase of the property based upon the market value as determined by the appraisal report of a certified real estate appraiser engaged by FWISD have been unsuccessful;

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes counsel to make final offers to purchase 5625 and 5705 Meadowbrook Drive, Fort Worth, TX 76112 from each property owner as set forth above.
2. In the event said final offers are declined, further authorize counsel to initiate and exercise condemnation proceedings and take all other necessary actions in furtherance of **FWISD's** power of eminent domain for the purposes of acquiring fee simple titles to 5625 and 5705 Meadowbrook Drive, Fort Worth, TX 76112.

The above Resolution and Order being read; it was moved by _____ and seconded by _____ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: ___ NO: ___

Passed, approved, and adopted at a regular meeting of the Board of Education held on the 12th day of December 2023.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Camille Rodriguez, President,
Fort Worth Independent School District
Board of Education

ATTEST:

Anael Luebanos, Secretary,
Fort Worth Independent School District
Board of Education

ACTION AGENDA ITEM
BOARD MEETING
December 12, 2023

TOPIC: **APPROVE BOARD RESOLUTION TO AUTHORIZE ACQUISITION OF LOTS E, F AND G OF BLOCK A1 OF THE POWELL SUBDIVISION OF THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS 701 W. JESSAMINE AND 2274 HEMPHILL WITH MARKET VALUE FINAL OFFER OR BY EMINENT DOMAIN IF FINAL OFFER IS DECLINED**

BACKGROUND:

Fort Worth ISD has determined that a public necessity exists to make improvements at the Daggett Montessori school site as set forth in the 2021 Capital Improvement Program. The properties at 701 W. Jessamine Street and 2274 Hemphill Street are in the immediate vicinity of the project. Fort Worth ISD needs to acquire these properties for expansion of the school site upon which to construct, reconstruct and/or renovate public school buildings or related facilities and improvements, including parking facilities and to fulfill the public necessity and public purpose. The two (2) parcels of land are contiguous and owned by the Gurudeo Corporation. The initial and final offer the properties is \$870,000. The property owner may also be entitled to various relocation expenses subject to reasonable and necessary amounts. These offers are supported by an appraisal report prepared by a certified real estate appraiser.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Resolution to Authorize Acquisition of Lots E, F and G of Block A1 of the Powell Subdivision to the City of Fort Worth, Tarrant County Texas, Known as 701 W. Jessamine Street and 2274 Hemphill with Market Value Final Offer or by Eminent Domain if Final Offer is Declined
2. Decline to Approve Board Resolution to Authorize Acquisition of Lots E, F and G of Block A1 of the Powell Subdivision to the City of Fort Worth, Tarrant County Texas, Known as 701 W. Jessamine Street and 2274 Hemphill with Market Value Final Offer or by Eminent Domain if Final Offer is Declined
3. Remand to Staff for Further Study

**RESOLUTION AND MOTION TO APPROVE FINAL OFFER AND ACQUISITION, BY
EMINENT DOMAIN, IF NECESSARY, LOTS E, F AND G OF BLOCK A1 OF THE POWELL
SUBDIVISION OF THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS
701 W JESSAMINE STREET AND 2274 HEMPHILL STREET, FORT WORTH, TEXAS, 76110
(THE "PROPERTIES")**

On this 12th day of December 2023, the Board of Education of the Fort Worth Independent School District ("FWISD") convened in regular session with a quorum of its members present, and;

WHEREAS, FWISD has determined that a public necessity exists to acquire fee simple title to 701 W Jessamine Street and 2274 Hemphill Street, Fort Worth, Texas 76110, comprised of Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County, Texas for the public purpose of securing sites upon which to construct, reconstruct, and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by FWISD to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

WHEREAS, the properties at 701 W Jessamine Street and 2274 Hemphill Street, Fort Worth, Texas 76110 are owned by the Gurudeo Corporation, 1824 Hemphill Street, Fort Worth, Texas, 76110; and

WHEREAS, previous efforts to negotiate a purchase of the property based upon the market value as determined by the appraisal report of a certified real estate appraiser engaged by **FWISD** have been unsuccessful;

NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes counsel to make final offers to purchase 701 W Jessamine Street Fort Worth, Texas 76110, and 2274 Hemphill Street, Fort Worth, Texas 76110 from the property owner as set forth above.
2. In the event said final offers are declined, further authorize counsel to initiate and exercise condemnation proceedings and take all other necessary actions in furtherance of the FWISD's power of eminent domain for the purposes of acquiring fee simple titles to 701 W Jessamine Street, Fort Worth, Texas 76110 and 2274 Hemphill Street, Fort Worth, Texas 76110.

The above Resolution and Order being read; it was moved by _____ and seconded by _____ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: ___ NO: ___

Passed, approved, and adopted at a regular meeting of the Board of Education held on the 12th day of December 2023.

APPROVED:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Camille Rodriguez, President,
Fort Worth Independent School District
Board of Education

ATTEST:

Anael Luebanos, Secretary,
Fort Worth Independent School District
Board of Education