

#### **Regular Meeting**

Notice is hereby given that on Tuesday, January 21, 2025, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard. This meeting will be streamed and archived on Fort Worth ISD's Live YouTube channel, and on the FWISD Video on Demand site found on the bottom of the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing and click the "CC" button. Live captioning is presently only available in English. Multiple language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this special meeting notice. Members of the public may make a public comment inperson or by written statement.

The Guidelines for Public Comment were revised on the <u>Board of Education Webpage</u> and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting location until 5:20 PM. Individuals desiring to make a public comment by written statement may email boardmeetingspubliccomment@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, January 20, 2025.

# FORT WORTH INDEPENDENT SCHOOL DISTRICT REGULAR MEETING

Page

- 1. 5:30 PM CALL REGULAR MEETING TO ORDER BOARD ROOM
- 2. PLEDGES, VISION, AND MISSION

Led by South Hills High School J.R.O.T.C.

- 3. RECOGNITIONS
  - A. Recognition of Student Greeters

	C.	Kaboom	
4.	PUBLIC C	OMMENT	
5.	REPORTS		
	A.	Public Notice of Federal Grant Applications Submitted between October 1, 2024 and December 31, 2024  2025 January Board Report Final.pdf   Ø	11
		<b>Trustee Darr:</b> Is the only report during this portion of the meeting the Public Notice of Federal Grant Applications?	
		<b>Response:</b> This is a report only and in compliance with the revised CB(Local) policy.	
6.	BOARD CO	OMMITTEE REPORT	12 - 16
	Board Com	mittee Report - January 2025.docx Ø	
7.		SUPERINTENDENT REPORT  SD Strategic Plan - Presentation	17 - 34
		pard_Presentation_DRAFT.pdf	
8.	CURRENT	TS BY BOARD MEMBERS OR INTERIM SUPERINTENDENT ON DISTRICT ACTIVITIES AND ANNOUNCEMENTS	
9.		<b>VE SESSION</b> will convene in closed session as authorized by the Texas Government ter §551.	
	A.	Seek the Advice of Attorneys (Texas Government Code §551.071)	
	B.	Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to	

В.

Academy 4

Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

- 1. Discuss Superintendent Hiring Process
- C. Security Implementation (Texas Government Code §551.076)
  - 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

#### 10. CONSENT AGENDA ITEMS

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

#### **Governance and Strategic Communications, Toni Cordova, Chief**

A. December 10, 2024 - Meeting Minutes

Regular Meeting - Dec 10 2024 - Minutes - Html 

P

35 - 56

#### Administrative Services, Dr. Karen Molinar, Interim Superintendent

B. Approve Contract Renewal for a Customer Engagement Platform

57 - 61

ThoughtExchange Action-Item January-2025.docx 

ThoughtExchange Fort Worth ISD 2025-2026 Order Form.pdf 

Ø

**Trustee Darr:** Who is using the Thought Exchange platform? Are teachers and students using this in the classroom? Does FWISD have any data regarding its use district wide? How is FWISD measuring the return on this investment?

**Response:** The platform is used by various departments to engage stakeholders in planning and to gather high-quality feedback on key District initiates such as budget planning, strategic planning, school consolidations and enrollment. Although the platform is used to gather teacher and student feedback, it is not used in the classroom as an instructional tool. As we explore options for the implementation of a more comprehensive data service for progress monitoring and decision making, Thought Exchange as well as other District platforms will be evaluated for return on investment. District usage is summarized in the table below.

FWISD	Engagemen	Participant	Thoughts	Ratings

Usage	ts	S		
Total	45	8,159	7,102	113,812

**Exchange Examples:** Strategic Plan, District Advisory, Budget Priorities, Middle School Consolidation, Website Redesign, Dress Code Review, Pre-K Enrollment, Professional Learning Opportunities, Focus Groups

C. Approve Consulting Services Contract Addendum for Office of Legal Services

62 - 63

Temporary Services Consentm.docx @

D. Approve Authorization to Negotiate an Interlocal Agreement with the City of Fort Worth for After-School Services for the 2024 - 2025 School Year

64 - 66

City of Fort Worth CCPD.docx @

**Trustee Darr:** Should the Interlocal Agreement with the City of Fort Worth be attached?

**Response:** The board request is to negotiate this Interlocal Agreement to reflect the updates to the insurance terms recommended by Fort Worth ISD Risk Management. The agenda item has been updated to reflect that the request is only for negotiation authority. Therefore, an agreement is not being submitted for approval at this time.

E. Approve Amendment/Renewal of Interlocal Agreement
Between Fort Worth Independent School District and City of
Fort Worth to Provide After-School Services at Multiple Sites
for the 2024-2025 School Year

67 - 72

<u>CFW Parks Recreation Amendment\_Renewal.pdf</u> **②**<a href="mailto:pdf">
<u>CFW Parks Recreation - Amendment\_Renewal.pdf</u> **②**</a>

#### Legal and District Records Management, Sidney Pounds, Assistant General Counsel

F. Approve the Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2025 Calendar Year

73 - 75

Jan 21 2025 - Consent Form 2025 PIA Non Business Days.docx Public Information Act Calendar 2025.pdf

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

<i></i>		
G.	Approve Amendment to Provide Training and Devices for Internal Finance Funds Accounting Software System School Cash Online Contract  SchoolCashOnline 01.21.25.pdf ADDENDUM Training Jan-April.pdf  POS Addendum KEV Group and FWISD.pdf	76 - 81
	<b>Trustee Darr:</b> The total amount on the Board Agenda item is \$40,000, but the two attached invoices total \$26,775. Am I overlooking something?	
	<b>Response:</b> The addendums do reflect \$26,775, however, if there is additional travel costs for onsite training, we were asking for an additional \$13,225 in authority to cover these potential costs. The agenda item has been revised to align with this.	
H.	Approve Budget Amendment for the Period Ending December 31, 2024  Consent Agenda Template Form -Budget Amendment December 31  2024 2nd Final.docx   Budget Amendment ending December 31, 2024.pdf   Budget Amendment ending December 31, 2024 Explanations 2nd  Final.pdf   Budget Amendment History 2025 12.31.24.pdf	82 - 86
l. Safety a	Approve Budget Amendment for the Period Ending December 31, 2024  Consent Agenda Template Form - Child Nutrition Services Budget  Transfer.docx Budget Amendment ending December 31 2024.pdf  Ond Security, Daniel Garcia, Executive Director	87 - 89
J.	Approve Repair of Door Position Switches for Access	90 - 146
	Controlled Doors  Repair of Door Position Switches.docx Digi Quote.pdf	
K.	Approve Video Surveillance and Access Control Software Upgrade Video Surveillance and Access Control Software.docx	147 - 151

	<u>Digi Quote (002).pdf</u> <b>∅</b>	
L.	Approve Purchase of Barracuda Door Defense System for Classroom Doors	152 - 154
	Approve Barracuda Door Defense System.pdf @	
М.	Approve Purchase of New Computers for the Visitor Management System - Raptor  Raptor Computers Jan 2025.pdf   P	155 - 161
N.	Approve Purchase of Portable Radios for School Staff and Safety & Security Staff  board consent item radios 2.pdf	162 - 165
0.	Approve Substitute Access Badge Reissue  1218 Board Access Cards T&G.pdf   Ø	166 - 172
	<b>Trustee Darr:</b> Who will be responsible for ensuring substitute access badges are turned off at the end of the day? Especially if a substitute accidentally leaves with one. Or will the access badges be programmed to work only between specific hours?	
	<b>Response:</b> The badges will be programmed to only work during set times .	
Talent	Management, Woodrow Bailey III, Chief Talent Officer	
P.	Approve Interlocal Agreement Between Fort Worth ISD and Texas Tech University for The Principal Fellows Program Addendum  Interlocal Agreement Texas Tech Univ.docx	173 - 197
	Addendum Texas Tech University (1) - PEx (005).pdf    Ø	
Opera	tions, Kellie Spencer, Deputy Superintendent	
Capita	l Improvement Program, Carl Alfred, Senior Officer	
Q.	Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Daggett Middle School Renovations in Conjunction with the 2021 Capital Improvement Program	198 - 200

01.2025 Board -Contract for CMAR Pre-Construction Services -

#### Technology, Ramesh Krishnamurthy, Chief Technology Officer

R. Approve Ratification of Technology Asset Management
System and Services
Frontline TAMS.docx Quote Frontline TAMS.pdf

#### 11. ACTION AGENDA ITEMS

- A. Item(s) Removed from Consent Agenda

#### Administrative Services, Dr. Karen Molinar, Interim Superintendent

C. Approve the Fort Worth ISD Strategic Plan

FWISD Strategic Plan 1-21-2025.docx 

Strategic Plan Draft January 2025.pdf 

Strategic Plan Draft January 2025.pdf 

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**Trustee Darr:** Will there be a presentation about the Strategic Plan? If so, will this presentation occur when the Action Items are considered, or will the presentation be earlier in the evening?

**Response:** The Interim Superintendent Report will include a presentation about the Strategic Plan.

D. Approve Resolution to Approve Wage Continuation Payments
for Employees During Emergency Closures

Wage Continuation Resolution01.21.25.docx 
Resolution for Wage Continuation 01.21.25.docx

**Trustee Darr:** The Winter Weather Resolution is not attached. **Response:** The agenda has been updated to include the resolution.

E. Second Reading and Consideration to Approve Resolution

Prioritizing Student Literacy

Literacy Resolution Second Reading.docx 

Literacy Resolution Second Reading 1-21.docx

#### Legal and District Records Management, Sidney Pounds, Assistant General Counsel

- F. Approve Proposed Termination of Certain Probationary
  Contract Employees for Good Cause Pursuant to Chapter 21
  of the Texas Education Code
- G. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- H. Approve Proposed Termination of Certain Continuing
   Contract Employees for Good Cause Pursuant to Chapter 21
   of the Texas Education Code
- 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
- J. Approve Adoption of Resolution and Order for May 3, 2025

  Election

  (Final) January 21 2025 Action Form for Election Order.docx 

  Resolution and Order of Election.pdf
- K. Approve Resolution and Order for Election Services for the May 3, 2025 Fort Worth ISD Board of Education Election
   (Final) January 21 2025 Action Form for Election Agreement.docx P

   Resolution and Order for Election Services for May 2025.docx P

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

L. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2025" in an Amount not to exceed \$93.050 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

CAI Form January 21 2025.pdf 

FORT WORTH ISD UT REF 2025 - Order 01.13.25.pdf 

Ø

246 - 310

**Trustee Darr:** At what point during the meeting will the "Unlimited Tax Refunding Bonds, Series 2025" presentation be shared?

**Response:** The presentation can be made at the time of the Action Item. It will also be presented in full to the Board Finance Committee at its meeting on Tuesday, January 21st at noon.

#### **Operations, Kellie Spencer, Deputy Superintendent**

#### Capital Improvement Program, Carl Alfred, Senior Officer

- M. Approve the Budgets and Adjustments Transferring Funds from Forest Oak MS and Leonard MS to Program Contingency to Accommodate Future Program Needs for the 2021 Bond Projects
  2021 Bond Budget Adjustments Program Contingency.docx ∅
- N. Approve the Budget Amendment Transferring Funds from
   Construction Projects and Administration Funds to Program
   Contingency in Conjunction with the 2017 Capital
   Improvement Program
   01.2025 Transfer from 2017 Bond Construction to 2017
   Contingency.docx ♥
- O. Approve Contract for Architectural Services, Engineering
  Services, and Professional Services for Applied Learning
  Academy Project in Conjunction with the 2021 Capital
  Improvement Program

  01.2025 Board-2021 Bond ALA Applied Learning Academy -LPA Inc
  (002).docx 
  (002).docx 
  (002).docx (002).do

#### Maintenance and Operations, David Guerra, Executive Director

P. Approve Purchase of Heating, Ventilation, and Air
Conditioning System for Wilkerson-Greines Athletic Center
HVAC SYstem for Wilkerson-Greines Center.pdf
Proposal - Tx Air System - Wilkerson Natatorium.pdf

#### Facility Planning and Rental, Mike Naughton, Executive Director

Q. Approve Amendment to Master Services Agreement for Long-Range Facilities Master Plan 325 - 326

Amendment - Facility Planning.docx Ø

#### 12. ADJOURN

# Fort Worth ISD | Grants and Development 7060 Camp Bowie Blvd. Fort Worth, TX 76116 817.814.2282 | www.fwisd.org



January 21, 2025

Public Notice of Federal Grant Applications

In compliance with the revised CB(Local) adopted and implemented in July/August 2023, the District is to provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website.

The following is the list of federal grants submitted from October 1, 2024, through December 31, 2024.

Grant Name	Status	Funder	Amount	Project Start	Project End
2024-2025 Strong Foundations Implementation School Improvement PLC Supports Grant (LASO 3)	Submitted	TEA	To be determined	3/1/2025	8/31/2026
2025-2026 Principal Residency Grant Cycle 7 Continuation	Submitted	TEA	\$450,000	2/1/2025	8/31/2026

#### REPORT ONLY AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: BOARD COMMITTEE REPORT

#### **BACKGROUND:**

Fort Worth ISD's (FWISD) Trustees serve on eight (8) committees. The members of each committee are:

<u>Finance</u> <u>Facilities</u>

Kevin Lynch\*Dr. Michael Ryan\*Tobi JacksonWallace BridgesAnael LuebanosTobi JacksonRoxanne MartinezKevin Lynch

LegislativeRacial EquityAnne Darr\*Quinton Phillips\*Tobi JacksonWallace BridgesRoxanne MartinezAnael LuebanosQuinton PhillipsRoxanne Martinez

After-School Coordinating Board Safety and Security

Wallace Bridges\*

Kevin Lynch

Dr. Comillo Bodriguez

Appa Derr

Dr. Camille Rodriguez

Dr. Michael Ryan

Anne Darr

Quinton Phillips

Board Audit

Tobi Jackson\* \* Denotes Committee Chair
Anael Luebanos

Policy

Dr. Camille Rodriguez\* Anne Darr Anael Luebanos

Quinton Phillips \*Alternate

Quinton Phillips

Dr. Michael Ryan

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

#### **Audit Committee:**

The Audit Committee met on Monday, October 28, 2024, virtually using the ZOOM platform. Trustee Jackson, Trustee Luebanos, and Trustee Ryan were in attendance. Also, in attendance was Interim Superintendent, Karen Molinar.

A discussion to approve the chairperson and external advisory of the Audit Committee was addressed. Approval of the appointments of the chairperson and external advisory member of the Audit Committee was completed.

Chief Internal Auditor, Loretta Salvatore opened the meeting and went over the minutes of the prior meeting for approval. The minutes from the May 20, 2024, Audit Committee meeting were received and approved by the Trustees in attendance.

Report on the completed Internal Audit Projects, CIP Audit Activity and an updated report on Maintenance and Overtime were received.

An updated report on Internal Audit follow-up activities as well as the 2023-2024 and 2024-2025 audit plan progress were received.

A summary of recent fraud hotline incidents was presented.

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

#### **Audit Committee:**

The Audit Committee met on Monday, November 4, 2024, virtually using the ZOOM platform. Trustee Jackson, Trustee Luebanos, and Trustee Ryan were in attendance. Also, in attendance was Interim Superintendent, Karen Molinar.

Chief Internal Auditor, Loretta Salvatore opened the meeting and went over the minutes of the prior meeting for approval. The minutes from the October 28, 2024 Audit Committee meeting were received and approved by the Trustees in attendance.

Report on the External Assessment-Information Technology Cybersecurity (Weaver), and the External Audit-Annual Comprehensive Financial Report (Weaver) was received and discussed.

Report on the completed Internal Audit Projects, CIP Audit Activity and an updated report on Maintenance and Overtime were received.

An updated report on Internal Audit follow-up activities were received.

The committee's next scheduled meeting will be in February 2025.

#### **Board Finance Committee:**

The Board Finance Committee met on Monday, December 9, 2024, via in-person or the ZOOM platform. Chair Trustee Kevin Lynch attended in person, while Trustees Roxanne Martinez and Tobi Jackson attended via Zoom. Also, in attendance were Dr. Karen Molinar, Carmen Arrieta-Candelaria, Kellie Spencer, Woodrow Bailey, Patricia Young, Maria Chavez, Jeimie Rodriguez, Darrell Edwards, Tandi Smith, David Megginson, Jeimie Kelley Lewis, Mike Naughton, and Margie McBain.

#### **Key Highlights:**

Chief Financial Officer (CFO) Carmen Arrieta-Candelaria convened the meeting at 12:00 p.m. The CFO presented the agenda consisting of the following seven items:

- 1. Quarterly Financials (July September 2024)
- 2. Revenue Review 2024-25 Enrollment Update
  - a. 2024-25 Enrollment Update
  - b. Revenue Update
- 3. Budget Amendment on the December Board Meeting
- 4. Proposed Budget Amendment for January for Superintendent Voluntary Resignation Contract Payment
- 5. Update on ERPT Project
- 6. Upcoming RFP for Depository Contract
- 7. Upcoming Division of Business and Finance Board Items

CFO Carmen Arrieta-Candelaria presented a comprehensive overview of the district's financial status for the quarter ending September 30, 2024, highlighting significant figures in the Debt Service Fund of expenditures year-to-date of \$35,304,277. She also reported an ending fund balance of \$20,048,000 for the debt service fund, which aligns with the district's financial planning for this fund. The Food Services Fund showed a net excess position of \$6,893,820, with total receipts from student meals at \$7,834,255 and expenditures year to date of \$1,493,879. CFO Arrieta-Candelaria noted the importance of submitting a spend-down plan for the Food Services Fund to USDA due to the fund balance exceeding three months of expenditures.

The committee was also presented with the financial status of the 2017 and 2021 bond programs, with \$736.8 million spent from the 2017 program and \$111.7 million from the 2021 program. CFO Arrieta-Candelaria raised a \$14.5 million arbitrage issue in the 2021 Bond Program, recommending a pause on using remaining interest funds to ensure compliance.

For the General Fund, the CFO provided a year-to-date net excess of \$25,496,071 through September 30, 2024. For revenues, a year over year comparison at September 2023 and 2024, she noted that the District had received \$124.5 and \$135.6 million, respectively. The main factor in the difference was the additional state monies received from TEA for the first quarter in 2024 versus 2023. For expenditures, she noted a \$6.3 million decrease in supplies and materials spending year over year, primarily due to

changes in laptop and instructional material purchases and a \$2 million decrease in the capital outlay line item due to buses being purchased in 22-23 versus 23-24. An enrollment update was also presented, which compared the budget of 69,726 for 2024-25 to the estimated actual enrollment of 70,431, an improvement of 705 students. This increase in enrollment has increased state revenues, however, overall revenue decreases in other areas, such as federal revenue, offset this increase. Current estimates for revenue are \$825.9M compared to a budget of \$826.6M. A proposed budget amendment at the January Board Meeting requires an increase of \$544,463 for additional function 41 increases for salary and other benefits, to be funded out of the fund balance.

A budget amendment for the December board meeting will be presented without any impact to the fund balance. This budget amendment transfers budget from various line items to accommodate campus and department requests.

CFO Arrieta-Candelaria provided an update on the ERPT Project. Highlights of the project's status was provided as well as next steps that will be occurring in the next two-three months.

The committee was also provided with information regarding the upcoming depository contract process. Currently, services are provided by JP Morgan Chase. The RFP will close on December 19th, with evaluations to be presented to the board in February or March. The CFO also discussed a contract with Tarrant Appraisal District, requesting an increase in budget authorization from \$3 million to \$4 million in order to cover the potential budget in the coming years.

Trustee Roxanne Martinez raised concerns about potential fluctuations in student enrollment due to charter school dynamics, to which CFO Arrieta-Candelaria responded by emphasizing the reliance on historical data and the ability to adjust staffing and budget based on actual enrollment figures. The meeting concluded with a commitment to ongoing updates on enrollment.

Dates and times for the upcoming Board Finance Committees were discussed. The next meeting will be held on Tuesday, January 21, 2025 from 12:00 p.m. to 1:00 p.m.

The Board and Finance Committee adjourned at 12:45 p.m.

#### **Legislative Committee:**

The Legislative Committee met on Wednesday December 19, 2024. President Martinez, Interim Superintendent Dr. Molinar, Legislative Committee Chair Darr, Trustee Phillips, Tobi Jackson Louann Martinez and Clark Miller, legislative consultants, were in attendance.

Key Highlights: Legislative Priorities were board approved at the December board meeting.

Reviewed the FWISD Legislative Priorities webpage and the information being shared with the public. Each board district showcases their legislative contacts for their district and their contact information.

Louann updated the committee with the status of where the work is right now with legislature and their process of choosing their Speaker of the House. Discussed the overall goals and policies in this legislative session. SHARS, teacher certification (specifically DOI teachers) and school start dates are topics we should be talking to our legislators about right now. Discipline is another topic being discussed. The committee also discussed property tax reform and the components of what is being reviewed and the implications to school districts. Accountability and vouchers were also discussed as well as next steps.

The committee also discussed starting the process for board members meeting with legislators in Austin.

#### **INFORMATION SOURCES:**

Loretta Salvatorre, Chief Internal Officer Carmen Arrieta-Candelaria, Chief Financial Officer Karen Molinar, Interim Superintendent

## DRAFT BOARD APPROVAL PENDING

# Fort Worth ISD Strategic Plan

Fort Worth ISD Board Meeting January 21, 2025

**Dr. Karen C. Molinar** Interim Superintendent



# Fort Worth ISD Strategic Plan

## **Strategic Plan Revisions**

The Strategic Plan has been revised based on recommendations provided in stakeholder feedback.

The revisions are designed to address two key concerns:

- 1. Focus: Provide a concise plan that focuses on addressing challenges.
- 2. <u>Alignment:</u> Provide strategies (actions that will be taken to achieve the goals) that are clearly aligned to the goals.





# **Fort Wort ISD Strategic Priorities**

**Priority 1** 

Student Academic Excellence

**Priority 2** 

Student and Family Engagement

**Priority 3** 

**Employee Effectiveness and Retention** 

**Priority 4** 

**Operational Alignment and Efficiency** 

# **Priority 1**

## Fort Worth ISD Strategic Plan



## **Student Academic Excellence**

FWISD is committed to effective, differentiated, core academic instruction focused on the following areas:

- Early literacy and numeracy in the early grades to lay a strong foundation for all subjects and grades
- Accelerated academic growth for African American students
- Accelerated academic growth for Emergent Bilingual students
- Supports for students with disabilities to ensure equitable opportunities
- Academic growth for all students in grades 3-8 Math and Reading
- Post-secondary readiness at all grade levels to ensure success in college and career pathways
- Provide a school culture and climate that fosters and promotes accelerated academic growth

DRAFT BOARD APPROVAL PENDING

Otaniant Annalonia Francisco Orala	Data Carres	Baseline	Targets				
Student Academic Excellence Goals	Data Source	Spring 2024	2025	2026	2027	2028	2029
<b>1.1</b> Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for English Language Arts and Reading (ELAR) on the annual state performance measurement.	Annual state performance measurements include STAAR English, STAAR Spanish, STAAR	32%	33%	36%	40%	45%	50%
<b>1.2</b> Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.	Alternate 2 and STAAR End of Course (EOC) test versions.	31%	32%	36%	40%	45%	50%
<b>1.3</b> Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for ELAR on the annual state performance measurement.	"Meets Grade Level" includes performance at the Meets and Masters Grade Levels.	31%	32%	36%	40%	45%	50%
<b>1.4</b> Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.	Algebra I, English I, and Biology EOC for first-time 9th graders only (including middle school testers).	20%	22%	25%	33%	43%	50%
<b>1.5</b> Increase the percentage of students reaching the "Meets Grade Level" standard for Algebra I EOC, English I EOC, and Biology EOC by the end of 9th grade on the annual state performance measurement.	Only students in the accountability subset have been included in state performance measurements.	17%	18%	23%	29%	37%	45%
<b>1.6</b> Increase the percent of graduates earning a College, Career, and Military (CCMR) indicator.	CCMR Indicator as defined by the state accountability manual	81% (Class of 22-23)	83%	85%	87%	89%	91%
<b>1.7</b> Reduce disproportionality (inequality) in identification of African American (AA) students in discipline reports to be representative of FWISD population.	Disciplinary infractions incurred by AA students compared to the AA percentage of enrollment, measured annually by infractions coded in Focus (Student Information System).	45 point difference	35 point	25 point	15 point	10 point	5 point
Reduce the number of schools that are rated D or F.	Annual state accountability system school ratings.	44% (55/124)	42%	35%	25%	10%	0%

FORT WORTH ISD 5

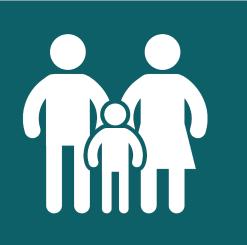
# Priority 1: Student Academic Excellence

Goals	Strategies (actions that will be taken to achieve our goals)
1.1 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for English Language Arts and Reading (ELAR) on the annual state performance measurement.	<ul> <li>Design and implement a Pre-K-12 District Literacy Plan.</li> <li>Incorporate best practices for improving achievement and closing</li> </ul>
1.2 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.	gaps for all student groups.  Study and implement school reform models that have successfully
<b>1.3</b> Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for ELAR on the annual state performance measurement.	closed achievement gaps for student groups in peer urban districts.      Redirect and allocate funds to support a literacy-focused      arganizational model. The model will include staffing instruction.
<b>1.4</b> Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.	organizational model. The model will include staffing, instruction, creative time allocation, differentiated curriculum and experiences, as well as differentiated compensation.
<b>1.5</b> Increase the percentage of students reaching the "Meets Grade Level" standard for Algebra I EOC, English I EOC, and Biology EOC by the end of 9th grade on the annual state performance measurement.	<ul> <li>Implement a lab classroom model to provide opportunities for educators to share and learn effective instructional practices.</li> </ul>
<b>1.6</b> Increase the percent of graduates earning a College, Career, and Military (CCMR) indicator.	<ul> <li>Leverage community resources to enhance core reform initiatives.</li> <li>Develop and implement a tiered data system that targets resources</li> </ul>
<b>1.7</b> Reduce disproportionality (inequality) in identification of African American (AA) 'udents in discipline reports to be representative of FWISD population.	and instructional support for students, educators, grade levels, and schools based on their specific needs.
ຽວ 8 Reduce the number of schools that are rated D or F.	<ul> <li>Implement district-wide student behavior expectations along with a student messaging campaign.</li> </ul>

FORT WORTH ISD

# **Priority 2**

## Fort Worth ISD Strategic Plan



## **Student and Family Engagement**

FWISD commits to creating a well-rounded, comprehensive experience for students and families, including the following:

- Extracurricular activities that enhance student engagement and learning
- Business and community partnership programs to support schools
- Volunteer and parent-teacher organization participation
- Two-way communication tools and resources to support family engagement and partnerships

DRAFT BOARD APPROVAL PENDING

# **Priority 2: Student and Family Engagement**

Goals	Data Source	Baseline	Strategies
<b>2.1</b> Increase student participation rates for Athletics, Fine Arts and JROTC programs.	To Be Determined	Fall 2025	<ul> <li>Support extracurricular participation using activity fairs, marketing campaigns, middle</li> </ul>
<b>2.2</b> Increase student participation rates for after school and community partnership programs	To Be Determined	Fall 2025	and high school program alignment, and peer recruitment.
2.3 Reduce the percent of students who are chronically absent (absent more that 10% of the school year).	Annual percentage of students chronically absent as reported in student information system	Fall 2025	<ul> <li>Leverage wraparound services to impact chronic absenteeism.</li> <li>(Includes family engagement staff, family action, family resource, vision and market</li> </ul>
2.4 Increase Parent Portal usage.	To Be Determined	Fall 2025	<ul><li>centers.)</li><li>Provide Parent training on student progress</li></ul>
<b>2.5</b> Increase the percentage schools with PTA / PTSO organizations to improve family engagement with our schools.	Annual percentage of schools that have an active PTA, PTO or PTSA	Fall 2025	tools and data that is used to support their involvement/partnership  Provide support to expand the number of
2.6 Improve parent perceptions based on school improvement survey.	Create and implement a Districtwide campus improvement feedback tool.	Fall 2025	<ul> <li>campuses with active parent, teacher, and student organizations.</li> <li>Create and implement a Districtwide campus improvement feedback tool.</li> </ul>

argets will be determined after baseline data is collected in Fall 2025.

FORT WORTH ISD

# **Priority 3**

## Fort Worth ISD Strategic Plan



## **Employee Effectiveness and Retention**

FWISD commits to develop and maintain a highly effective talent management system and work culture that will:

- Recruit and retain highly qualified, engaged staff
- Nurture high quality and high performing teachers and leaders
- Provide opportunities for staff feedback to understand and address employee needs and concerns

## DRAFT BOARD APPROVAL PENDING

# **Priority 3: Employee Effectiveness and Retention**

Goals	Data Source	Baseline	Strategies
<b>3.1</b> Increase the Retention Rate for Teaching Staff.	Annual Resignation/ Retirement Data for Teachers (087)	Fall 2025	<ul> <li>Grow your own teacher and school leader pipeline.</li> <li>Implement a comprehensive recruitment strategy</li> </ul>
<b>3.2</b> Reduce the turnover rate for auxiliary staff (support staff).	Annual Resignation/ Retirement Data for Auxiliary Staff	Fall 2025	<ul> <li>emphasizing under-represented groups to ensure there are qualified candidates to fill vacancies.</li> <li>Develop a supervisor training program to improve</li> </ul>
<b>3.3</b> Increase the percentage of employees who report job satisfaction and a strong culture on staff perception surveys.	District Survey	Fall 2025	<ul> <li>employee engagement and retention.</li> <li>Teacher and campus leader induction and mentor program.</li> </ul>
3.4 Increase the percentage of employees who would recommend FWISD to colleagues or friends on staff perception surveys.	District Survey	Fall 2025	<ul> <li>Leverage TIA to increase teacher effectiveness, retention and compensation.</li> <li>Develop and launch a school leader performance and strategic compensation system.</li> </ul>

# **Priority 4**

## Fort Worth ISD Strategic Plan



## **Operational Alignment and Efficiency**

FWISD commits to aligning Districts policies and systems to ensure accountability at all levels through:

- Internal communication systems that provide employees relevant, timely information and support
- Operating procedures to effectively manage, monitor, and support all district facilities, staff, and initiatives
- Resource allocations that support District priorities and student needs

DRAFT BOARD APPROVAL PENDING

# Priority 4: Operational Alignment and Efficiency

Goals	Data Source	Baseline	Strategies
<b>4.1</b> Increase the percentage of campus staff who report strong customer service from the District Service Center on organizational survey.	District Survey	Fall 2025	<ul> <li>Implement tools for continuous feedback to measure customer service and satisfaction among end</li> </ul>
<b>4.2</b> Increase on time bus transportation. (transportation management program implementation)	To Be Determined	Fall 2025	users of district services.  • Develop a comprehensive facility
<b>4.3</b> Reduce response time for maintenance work order service request completion.	To Be Determined	Fall 2025	master plan that utilizes data to address operational efficiencies throughout the District.
<b>4.4</b> Reduce response time for technology service request completion.	To Be Determined	Fall 2025	<ul> <li>Create and manage a balanced budget aligned to strategic priorities.</li> </ul>
<b>4.5</b> Adopt, implement and monitor the Facility Master Plan	To Be Determined	Fall 2025	<ul> <li>Develop a comprehensive District</li> <li>Educational Transformation Plan that assesses and aligns districts</li> </ul>
4.6 Maintain the fund balance at GFOA and TEA commended levels or higher. (75 days) Fiscal ar End Date June 30 (end of every fiscal year)		Fall 2025	systems to support strategic priorities and accelerate academic growth for our students.

argets will be determined after baseline data is collected in Fall 2025.

# Strategic Plan Implementation

A successful strategic planning process does not culminate with the publication of the plan.

- 1. Finalize and implement the District Literacy Plan in accordance with the Student Literacy Resolution.
- 2. Each campus and department will align its efforts with their specific data.
  - Align District and Campus Improvement Plans for 2025-2026 to Strategic Plan Priorities.
  - Collect baseline data for District Goals (Fall 2025).
  - Establish <u>progress measures</u> and create action plans.
- 3. Plan must be operationalized across the District and monitored.
  - Develop a monitoring calendar to provide annual updates.
  - Implement a system for ongoing review and adjustments to support continuous improvement.
  - Provide relevant and timely information and opportunities for two-way communication to ensure the continued engagement of our Fort Worth ISD Community.
  - Develop and launch a data monitoring dashboard.

# Strategic Plan Implementation

# **District Literacy Plan**

Student literacy is the District's foremost priority.



Five Point Approach
Student Literacy Resolution Alignment



# **District Literacy Plan**

## **Five Point Approach**

"The best of what Fort Worth ISD, the State of Texas, and the Nation already have in place, strategically implemented to meet the needs of our students."

- 1. Comprehensive Instructional Framework for Literacy
- 2. Literacy Instructional Resource Alignment and Implementation
- 3. Educator **Competency** Development to Support Literacy
- 4. Student Literacy Screening and Progress Monitoring
- 5. **Budget Alignment** to Support Literacy



# Student Literacy Resolution Alignment

**Student Literacy Resolution:** That the superintendent shall, as a matter of urgency, develop and present to the Board a detailed plan and pathway to achieve universal grade-level literacy.

	detailed plan and patriway to achieve universal grade-level literacy.	
	This plan shall include:	Five Point Approach
	Specific, measurable benchmarks using multiple evaluation tools to determine progress;	Comprehensive Instructional     Framework for Literacy
	Strategies to support and replicate success across all schools, particularly in schools with demonstrated literacy achievement under challenging circumstances; focused on increasing	
	vocabulary complexity and knowledge coherence through the use of complex texts covering multiple standards, writing in response to reading, and writing across the curriculum	Literacy Instructional Resource     Alignment and Implementation
	Using High Quality Instructional Materials (HQIM) to support instruction;	
	A commitment to high quality professional development in the area of literacy for all content teachers;	3. Educator <b>Competency</b> Development to Support Literacy
	A commitment to rigorous and honest evaluations of student performance, ensuring	
	progress is measured transparently and without grade inflation;  Providing perents with regular reports specific to their student's literacy progress, ensuring	4. Student Literacy Screening and <b>Progress Monitoring</b>
	Providing parents with regular reports specific to their student's literacy progress, ensuring families are informed to help their child meet the achievement of reading at grade-level; and	
Pag	Mechanisms to align district resources and personnel evaluations with the literacy	5. <b>Budget Alignment</b> to Support

age 32 of <u>326</u>

**FORT WORTH ISD** 

improvement goals.

Literacy

# **Next Steps**

### January 2025

- Strategic Plan (Board Action)
- Literacy Resolution (Board Action)

## Spring 2025

# **Strategic Plan Community Forums Hosted by Fort Worth ISD Board Trustees**





Tobi Jackson
DISTRICT 2
1st Vice President



Dr. Michael Ryan
DISTRICT 7
2nd Vice President



Anael Luebanos
DISTRICT 8
Board Secretary



Dr. Camille Rodriguez
DISTRICT 1



STRATEGIC PLAN 2025 - 2029

Quinton "Q" Phillips



Wallace Bridges
DISTRICT 4



Kevin Lynch
DISTRICT 5



Anne Darr

DISTRICT 6

# Fort Worth INDEPENDENT SCHOOL DISTRICT

# MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on Tuesday, December 10, 2024.

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

## MEETING NOTICE FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on Tuesday, December 10, 2024, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas. Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

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

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

This notice was posted and filed in compliance with the Open Meetings Law on December 6, 2024

/s/ Cindy Hernandez
Coordinator
Board of Education

#### RETURN OF THE MEETING DECEMBER 10, 2024

I, Cindy Hernandez of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 6, 2024, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on December 6, 2024.

/s/ Cindy Hernandez
Coordinator
Board of Education

The following Board Members were present:

School Board President Roxanne Martinez, District 9
First Vice President Tobi Jackson, District 2 - (Arrived at 5:50 p.m.)
Second Vice President Dr. Michael Ryan, District 7
School Board Secretary Anael Luebanos, District 8 - \*Joined via Zoom Trustee Dr. Camille Rodriguez, District 1 - (Departed at 6:56 p.m.)
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Anne Darr, District 6

The following administrators were present:

Dr. Karen Molinar, Interim Superintendent
Kellie Spencer, Deputy Superintendent
Mohammed Choudhury, Deputy Superintendent
Toni Cordova, Chief of Governance and Strategic Communications
Carmen Arrieta-Candelaria, Chief Financial Officer
Ramesh Krishnamurthy, Chief Technology Officer

Woodrow Bailey, Chief Talent Officer Dr. Charles Garcia, Area Superintendent

Dr. Gracie Guerrero, Area Superintendent

Dr. Tamekia Brown, Area Superintendent

Sidney Pounds, Assistant General Counsel

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

School Board President Roxanne Martinez called the meeting to order at 5:32 p.m.

# 2. PLEDGES, VISION, AND MISSION

Led by Diamond Hill-Jarvis High School J.R.O.T.C. Cadets

Diamond Hill-Jarvis High School J.R.O.T.C. Cadets led the pledges, vision and mission.

#### 3. RECOGNITIONS

Jessica Becerra, Communications Coordinator, recognized the student greeters.

- 3.1 Recognition of Student Greeters
- 3.2 Arlington Heights HS, Paschal HS, Benbrook HS and YWLA Volleyball Teams

  Jessica Becerra recognized volleyball teams that advanced to the playoffs.
- 3.3 Benbrook HS Football Team

  Jessica Becerra recognized the Benbrook Middle-High School
  Football Area Champions
- 3.4 Benbrook HS and Paschal HS Tennis Teams

  Jessica Becerra recognized Benbrook Middle-High School
  District Tennis Champions and Paschal High School Tennis
  Area Champions
- 3.5 2024 Parade of Lights Craftsmanship Award North Side HS

Espuelas de Plata Jessica Becerra North Side High School Espuelas de Plata Mariachi students for winning the 2024 Parade of Lights Craftsmanship Award

3.6 National Mariachi Extravaganza Vocal Competition- Paschal HS Mariachi Member

Jessica Becerra recognized Ximena Calderon-Castillo, Paschal HS Student.

## 4. PUBLIC COMMENT

**Public Speakers:** 

- 1. Amanda Inay
- 2. Crissy Thuemmel
- 3. Scott Blanco-Davis
- 4. Louie McClain
- 5. Steven Poole
- 6. Trenace Dorsey-Hollins
- 7. Caroline James
- 8. Robert Rogers
- 9. Ashley Tolliver
- 10. Robin Taylor
- 11. David Hafer

#### 5. BOARD COMMITTEE REPORT

Board Committee Report - December 2024 Updated.docx @

**Trustee Darr:** In the Board Committee Report, the last line of the report should read, "The Board Finance Committee adjourned at 12:47 p.m." I know the Policy and Legislative Committees met. Have those reports already been posted?

**Response**: We are collecting the minutes for the Policy and Legislative Committees and will place them on the agenda.

No comments were made.

## 6. INTERIM SUPERINTENDENT REPORT

Priority 2: Reengage and Realign Business and Community Partnership

Programs to Support Schools <u>December\_Board Presentation\_12-5-2024</u> - draft.pdf *❷* 

Trustee Anne Darr and Trustee Wallace Bridges made comments.

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

Trustees Tobi Jackson, Dr. Michael Ryan, Wallace Bridges, Anne Darr, Dr. Molinar and President Roxanne Martinez made comments.

## 8. CALL PUBLIC HEARING TO ORDER

A. Pursuant to Section 21.258 of the Texas Education Code and Board Policies DFD (LEGAL) and DFD (LOCAL), presentation of oral argument regarding the Independent Hearing Examiner's recommendation regarding the termination of Mr. Timothy Muller in *Fort Worth ISD v. Timothy Muller*, Docket No. 003-LH-09-2024.

This item was not addressed.

#### 9. CLOSE PUBLIC HEARING

This item was not addressed.

#### 10. EXECUTIVE SESSION

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

## This item was not addressed.

10.1 Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Pursuant to Texas Government Code Sections 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of

the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

1. Pursuant to Section 21.258 and 21.259 of the Texas Education Code and Board Policies DFD (LEGAL) and DFD (LOCAL), consultation with the District's attorney and deliberation regarding the record of the hearing, oral argument, and Independent Hearing Examiner's recommendation in the matter of *Fort Worth ISD v. Timothy Muller*, Docket No. 003-LH-09-2024

## 11. ACTION AGENDA ITEMS

This item was not addressed.

- Pursuant to Section 21.258 of the Texas Education Code and Board Policies DFD (LEGAL) and DFD (LOCAL), consideration and possible action regarding the Independent Hearing Examiner's findings in the matter of Fort Worth ISD v. Timothy Muller, Docket No. 003-LH-09-2024.
- Pursuant to Section 21.258 of the Texas Education Code and Board Policies DFD (LEGAL) and DFD (LOCAL), consideration and possible action regarding the termination of probationary contract employee in the matter of Fort Worth ISD v. Timothy Muller, Docket No. 003-LH-09-2024.

#### 12. EXECUTIVE SESSION

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

The meeting was recessed to move into Executive Session at 7:12 p.m.

- 12.1 Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- 12.2 Pursuant to Texas Government Code Sections 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the

Texas Government Code.

- Pending Litigation & Settlement Offer Palazzolo v. Ft. Worth ISD (Texas Government Code §551.071(1) and (2))
- 12.3 Security Implementation (Texas Government Code §551.076)
  - 1. Intruder Audit Findings and Corrective Action
- 12.4 Real Property (Texas Government Code §551.072)
  The meeting was reconvened at 8:44 p.m.

#### 13. CONSENT AGENDA ITEMS

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

Trustee Kevin Lynch requested Consent Agenda Item 13.L. *Approve Authorization to Enter Into a Contract with a Construction Manager At Risk for Pre-Construction Services for Daggett Middle School Renovations in Conjunction with the 2021 Capital Improvement Program* be pulled for a separate vote.

# Governance and Strategic Communications, Toni Cordova, Chief

- 13.1 November 7, 2024 Meeting Minutes

  Special Meeting Nov 07 2024 Minutes Html 

  Ø
- 13.2 November 12, 2024 Meeting Minutes

  Regular Meeting Nov 12 2024 Minutes Html 

  ∅

**Trustee Darr**: November 12 minutes: How did item 12J carry with 6 votes in favor and 0 votes against if there were 8 trustees present at the meeting? What was the count for the votes on 12K? 12M? 12O?

**Response**: On 12J – Two board members were marked absent in error on our part. Corrections and adjustment to reflect the correct vote have been made.

12J – Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Quinton Phillips, Roxanne Martinez, Tobi Jackson, Wallace Brides – YES

Dr. Michael Ryan – NO

12K - Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson, Wallace Brides – YES

12M – Anne Darr, Dr. Michael Ryan, Quinton Phillips, Wallace Bridges – YES

Anael Luebanos, Dr. Camille Rodriguez, Roxanne Martinez, Tobi Jackson – NO

12Q - Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson, Wallace Brides – YES

# Administrative Services, Dr. Karen Molinar, Interim Superintendent

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

13.3 Approve Budget Amendment for the Period Ending November 30, 2024

Budget Amendment November 30, 2024.docx Backup

Documentation-General Fund Explanations.pdf Budget

Amendment ending November 30, 2024.pdf Budget

Amendment History 2025 11.30.24.pdf

# Safety and Security, Daniel Garcia, Executive Director

13.4 Approve Purchase of Metal Detectors for Middle Schools and Special Events

**Trustee Darr**: Will the new metal detectors be placed permanently on specific middle school campuses, or will they be stored at the DSC or TLC or another site and delivered/used as needed throughout the District?

**Response**: Yes, the new metal detectors will be permanently

placed at the middle schools.

**Trustee Darr**: D. and E. Why are we using two different vendors to purchase metal detectors for the middle schools and the high schools?

**Response:** While both machines are great for detecting weapons, each machine has a particular advantage over the other. They are both battery operated and can be easily transported, which means they can be taken to the source of a potential threat. The Metrasens is easier for adjusting sensitivity and great for detecting vapes. The Ceia is great for screening large amounts of students in a short period of time, thus reducing the loss of instructional time due to safety screenings.

13.5 Approve Purchase of Metal Detectors for High Schools

Metal Detectors for High Schools.pdf ⊘ CEIA USA Quote.pdf

⊘

**Trustee Darr**: Will the new metal detectors be placed permanently at all high schools campuses or stored elsewhere?

**Response**: Yes, the new metal detectors will be permanently placed at the high schools and athletic facilities.

13.6 Approve the Replacement of Exterior Front Doors at Three Schools

Replacement of Exterior Front Doors.docx Ø SDB Proposal.pdf Ø

# Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent, Learning and Leading

- 13.7 Approve Purchase of Texas Success Initiative Assessment 2.0 Testing Units for All High School Campuses

  2024 TSI Testing Units for HS.docx College Board Price

  Quote.pdf 
  Quote.pdf
- 13.8 Approve Purchase of Curriculum and Network Security Fees for Science, Technology, Engineering, and Mathematics

# Program

- Approve Renewal of Library Management System Software

  <u>Consent and Agenda Form for Follett Destiny 2024-</u>

  <u>2025.docx</u> 

  <u>Follett Destiny Quote#7774123.02.pdf</u> 

  Ø
- 13.10 Approve Contract Between Fort Worth Independent School
  District and Tarrant County for Juvenile Teaching Services for
  the 2024-2025 School Year

  <u>Juvenile Teaching Services for 24-25 School Year.docx</u> 

  <u>JJAEP Teaching Contract.pdf</u>

# **Operations, Kellie Spencer, Deputy Superintendent**

# Capital Improvement Program, Carl Alfred, Senior Officer

- 13.11 Approve Authorization to Enter Into a Contract with a Construction Manager at Risk for Pre-Construction Services for McLean Middle School Consolidation Project In Conjunction with the 2021 Capital Improvement Program Pre-Construction Services for McLean MS Consolidation Project.docx 

  Project.docx
- L. Approve Authorization to Enter Into a Contract with a Construction Manager At Risk for Pre-Construction Services for Daggett Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

  Pre-Construction Services for Daggett MS Renovations.docx

This item was pulled and moved to Action by Trustee Kevin Lynch

M. Approve the Closeout of the Contract and Authorize Final Payment for the Arlington Heights High School Betterment Project in Conjunction with the 2017 Capital Improvement

# Program

AHHS Betterment Closeout.docx @

# Maintenance and Operations, David Guerra, Executive Director

- O. Approve Ratification of Emergency Purchase of Compressors for Young Women's Leadership Academy

  <u>Compressors for YWLA.pdf</u> <u>PMG Quote.pdf</u>
- P. Approve Purchase of Fleet Vehicle for Plumbing Department Fleet Vehicle for Plumbing.pdf Sewell Quote.pdf
- Q. Approve Exterior Signage for I. M. Terrell Academy

  Signage for I. M. Terrell Academy.pdf 

  Estimate #18095.pdf
- R. Approve Purchase of Employee Uniform Lease

  <u>Employee Uniform Lease.pdf</u> <u>O Cintas OMNIA Agreement signed.pdf</u> <u>O</u>
- S. Approve Purchase of Boilers for Young Women's Leadership Academy

  Boilers for YWLA.pdf Texas Air Systems Quotation.pdf

# Technology, Ramesh Krishnamurthy, Chief Information Officer

- T. Approve Purchase of Wireless Enterprise Agreement

  Wireless Enterprise Agreement.docx 
  Netsync Quote.pdf

  Netsync Service Agreement.pdf
- U. Approve Renewal of Help Desk Call Center Software

  Help Desk Call Center Software.docx ② Carahsoft 3CLogic

  Quotation.pdf ② Region 4 Contract.pdf ②

Moved by: Tobi Jackson

Seconded by: Quinton Phillips

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

#### 14. ACTION AGENDA ITEMS

14.1 Item(s) Removed from Consent Agenda

B. Approve Authorization to Enter Into a Contract with a Construction Manager At Risk for Pre-Construction Services for Daggett Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Pre-Construction Services for Daggett MS Renovations.docx

Motioned by Trustee Quinton Phillips, there was no Second. No action taken.

# Administrative Services, Dr. Karen Molinar, Interim Superintendent

C. Approve Legislative Priorities for the 89th Texas Legislative Session

<u>Legislative Priorities for the 89th Texas Legislative Session.pdf</u>

<u>Degislative Priorities 2025 Nov11 Draft.pdf</u>

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**Trustee Darr**: When will the community feedback on the 2025 Legislative Agenda be provided to the Board?

**Response:** Feedback on the Legislative Priorities will be emailed to the Legislative Committee on Tuesday and shared with all Trustees on Friday.

Moved by: Tobi Jackson Seconded by: Anne Darr

Yes

Anael Luebanos, Anne Darr, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

Trustee Anne Darr made comments

Moved by: Tobi Jackson

Seconded by: Dr. Michael Ryan

Yes

Anael Luebanos, Anne Darr, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 8-0** 

Trustee Anne Darr and President Roxanne Martinez made comments and 1st VP Tobi Jackson made a comment and read the Resolution.

E. Approve 2025-2026 Traditional, Intersessional and Early College High School Calendars

2025-2026 District Calendar Action Agenda Item.docx @ 2025-2026 FWISD TRAD Calendar DRAFT.pdf @ 2025-2026 FWISD INTER Calendar DRAFT.pdf @ 2025-2026 FWISD ECHS Calendar DRAFT.pdf @

**Trustee Darr**: Thank you for having the 2025-2026 calendars ready for approval prior to the Winter Break. This is really helpful to families! When were these calendars shared with stakeholders (DAC, DERC, Principals, etc.)?

**Response**: The 2025-2026 District Calendar was discussed during the October DAC and DERC meetings. Based on

feedback from these meetings, the draft calendar was adjusted to include a Flex Day in October to address concerns about not having an opportunity for a break between Labor Day and Thanksgiving Break. On November 18, all DAC and DERC members were invited to provide feedback on the adjusted calendar via an electronic feedback form. As of December 2, 88.7% of participants have reported that they agree or strongly agree with adding a Flex Day in October that would be contingent upon completion of compliance training requirements prior to the Flex Day. A meeting was hosted with Early College High School Principals on November 12 to gather feedback regarding the ECHS calendar. The calendars were also shared in September for feedback from the Superintendent advisories.

Moved by: Anne Darr

Seconded by: Tobi Jackson

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

Trustee Anael Luebanos and President Roxanne Martinez asked a question, Interim Superintendent Dr. Karen Molinar answered the questions.

# Legal and District Records Management, Sid Pounds, Assistant General Counsel

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

Moved by: Tobi Jackson

Seconded by: Dr. Michael Ryan

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

#### Carried 8-0

1st VP Tobi Jackson read the following statement: I move to authorized the superintendent to negotiate and finalize a settlement agreement in the case of Palazzolo v. Fort Worth Independent School District in accordance with the terms discussed in closed session this evening.

- G. Approve Proposed Termination of Certain Probationary
  Contract Employees for Good Cause Pursuant to Chapter 21
  of the Texas Education Code
  No action was taken.
- H. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 2No action was taken.1 of the Texas Education Code No action was taken.
- Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code No action was taken.
- J. 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 CodeNo action was taken.

No action was taken.

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

> Moved by: Tobi Jackson Seconded by: Kevin Lynch

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

# Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

# Safety and Security, Daniel Garcia, Executive Director

L. Approve Purchase and Installation of Safety Fencing Around Schools Selected as Round 1

Safety Fencing Around Schools Round 1.docx @ Buzz - Clifford Davis.pdf @ Buzz - Sam Rosen.pdf @ Fence Fanatics.pdf @ Parker.pdf @

**Trustee Darr**: Is a schedule for subsequent phases for the purchase of required fencing on campuses available?

**Response:** The goal is to complete all phases prior to the grant funding end date of July 31, 2025 for SAFE Cycle I. Due to the scale and complexity of the project we have selected a phased approach based on a priority list. To meet new school safety standards, a priority list was developed based on campus assessments. Each phase includes mapping, site walks with contractors, and completion of the contract approval process. The next phase is currently in progress and subsequent phases will run concurrently pending board approval in December.

Moved by: Dr. Michael Ryan Seconded by: Anne Darr

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

**Carried 8-0** 

M. Approve Authorization to Negotiate and Enter into Contracts for the Purchase and Installation of Safety Fencing at District Campuses

Negotiate Contract for Purchase & Installation of Safety

# Fencing at District Campuses.docx @

**Trustee Darr**: Am I reading this correctly — 14M (~\$2.6M) is for fencing around the phase one campuses, and 14N (~\$7.4M) is for ALL fencing needed in FWISD, but this item is just to enter into the contract with the three vendors (Buzz, Fence Fanatics, and Parker)?

**Response**: The \$2.6M is for fencing around the phase 1 schools for which the contracts have been included with the board agenda item. The \$7.4M is the remainder of the total \$10M that was allocated for fencing. The \$7.4 million is for phase 2 and some of the phase 3 schools on the priority list until the funds runs out. Due to the scale and complexity of the project, we are doing it this way, with approval and language from procurement in order to streamline and expedite the process to complete on time. The projects will use the three vendors that were identified from the Fencing RFP in accordance with procurement guidelines.

Moved by: Dr. Michael Ryan Seconded by: Anne Darr

Yes

Anael Luebanos, Anne Darr, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

# **Operations, Kellie Spencer, Deputy Superintendent**

# Capital Improvement Program, Carl Alfred, Senior Officer

N. Approve Authorization to Negotiate and Enter into a Contract with a Contractor for Turnkey FF&E Services for W.A.
 Meacham Middle School in Conjunction with the 2021 Capital Improvement Program

FFE Services for Meacham MS.docx @

Moved by: Anne Darr

Seconded by: Tobi Jackson

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

O. Approve Authorization to Negotiate and Enter Into a Contract with a Contractor for Turnkey FF&E Services for Rosemont Middle School in Conjunction with the 2021 Capital Improvement Program

FFE Services for Rosemont MS.docx @

Moved by: Tobi Jackson Seconded by: Anne Darr

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

P. Approve Authorization to Negotiate and Enter Into a Contract with a General Contractor for Forest Oak Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Contract for Construction Services Forest Oak MS
Renovations.docx *𝔻* 

*Moved by:* Anne Darr

Seconded by: Wallace Bridges

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

**Carried 8-0** 

Q. APPROVE TERMINATION OF PREVIOUSLY APPROVED
ARCHITECTURAL SERVICES, ENGINEERING SERVICES, AND
PROFESSIONAL SERVICES CONTRACTS FOR ELEMENTARY
SCHOOL REPLACEMENT AND CONSOLIDATION #1 AT
EASTERN HILLS SITE PROJECT, AND ENTER INTO NEW
CONTRACT FOR ARCHITECTURAL SERVICES, ENGINEERING
SERVICES, AND PROFESSIONAL SERVICES FOR ELEMENTARY
SCHOOL REPLACEMENT AND CONSOLIDATION #1 AT
EASTERN HILLS SITE PROJECT IN CONJUNTION WITH THE
2021 CAPITAL IMPROVEMENT PROGRAM Approve Term
Contract for Architectural Services, Engineering Services, and
Professional Services for Eastern Hills Site Project.docx 

Professi

Moved by: Tobi Jackson

Seconded by: Dr. Michael Ryan

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

# Custodial, Steven Furlough, Executive Director

R. Approve Grounds Maintenance Services for Athletic Fields and Athletic Facilities

<u>Grounds Maintenance Services for Athletics Fields and</u>
<u>Athletic Facilities.pdf</u> <u>⊘</u> <u>Athletic Field Maintenance.pdf</u> <u>⊘</u>

Moved by: Tobi Jackson

Seconded by: Dr. Michael Ryan

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne

Martinez, Tobi Jackson, and Wallace Bridges

**Carried 8-0** 

Facility Planning and Rental, Mike Naughton, Executive Director

S. Approve Attendance Boundary Adjustments at Carter Park Elementary School and Clifford Davis Elementary School for the 2025-2026 School Year

<u>Davis Carter Park Boundary (1).docx</u> *₱* <u>ideas.pdf</u> *₱* 

**Trustee Darr**: The background information states that this attendance zone adjustment will be effective during the 2023-2024 school year. That was last year. Am I missing something? How has this proposed attendance zone adjustment been communicated with both the Davis ES and Carter Park ES communities? What feedback from the communities has been solicited and how?

Response: The 2023-2024 was a clerical error and will be corrected before posting. A meeting was held with the Principals of Carter Park ES and Clifford Davis ES on November 14th to inform them of the proposed boundary adjustment. A meeting with Clifford Davis staff was held on November 21st, followed by a meeting with families. Because we want to ensure that the information is thoroughly communicated, targeted flyers will be distributed at impacted apartment complex. Additional communication will be planned for the Spring semester. Feedback was encouraged at meetings with staff and families. Staff believes the plan will have minimal impact and would like to see additional adjustments considered in order to provide additional enrollment relief. We are committed to ongoing monitoring.

Moved by: Dr. Michael Ryan Seconded by: Wallace Bridges

Yes Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

T. Approve Attendance Boundary Adjustments at West Handley Elementary School, Sagamore Hill Elementary School and

Eastern Hills Elementary School for the 2025-2026 School Year

Eastern Hills Boundary (1).docx Ø ideas 2.pdf Ø

**Trustee Darr**: How has this proposed attendance zone adjustment been communicated with the EHES, WHES, and SHES communities? What feedback from the communities has been solicited and how? When is the construction of the new EHES scheduled to be complete?

**Response**: Individual meetings were held with the Principals of Eastern Hills ES, Sagamore Hills ES and West Handley ES on November 14th. A bond construction update is scheduled for EHES staff on December 3rd, followed by an update with families. A meeting with West Handley staff regarding proposed boundary adjustment is scheduled for December 5th, followed by a meeting with families. A bond construction update/proposed boundary adjustment meeting is planned for the communities impacted on December 9th. Staff will be collecting feedback at each meeting from staff and parents. We do not have a specific timeline from the architect; however, anticipate the 2028-2029 school year. At that time, all zoned students attending West Handley ES will transition to the new campus.

Moved by: Tobi Jackson

Seconded by: Wallace Bridges

Yes

Anael Luebanos, Anne Darr, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

# Transportation, Myron Wilson, Executive Director

 U. Approve Continuation of Fuel Supply and Storage Management Services Agreement
 Approve Continuation of Fuel Supply Storage
 Management.pdf **Anne Darr:** How does this agreement with Corpay, Inc. benefit FWISD? Is there a cost savings associated with this agreement?

**Response:** This agreement offers fuel at a consigned cost through two primary methods. First, fuel is provided in storage units located at both Clark and the Westside lot. Second, users can utilize fuel cards at off-site retail locations, which will also be priced at the consignment rate. This arrangement simplifies access to fuel stations.

Moved by: Dr. Michael Ryan Seconded by: Kevin Lynch

**Yes** Anael Luebanos, Anne Darr, Dr. Michael Ryan,

Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges

Carried 8-0

## 15. ADJOURN

The meeting was adjourned at 9:15 p.m.

/s/ Cindy Hernandez
Board of Education

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

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE CONTRACT RENEWAL 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 improve outcomes. This platform, facilitates faster engagement while fostering trust and transparency.

#### **STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

## **ALTERNATIVES:**

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

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Contract Renewal for a Customer Engagement Platform

**FUNDING SOURCE:** Additional Details

General Fund 199-61-6399-001-999-99-409-000000

COST:

\$55,566.00

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

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:

Districtwide

# **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 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. Karen Molinar, Interim Superintendent



# Fulcrum Management Solutions Inc. ("ThoughtExchange")

**Service Order** 

Sales Contact: Saxony Brown Phone: +1 7786860960

Order Number: **00000270** 

Filone. +1 // 00000900

Valid Until:

Email: saxony.brown@thoughtexchange.com

#### **Customer Information**

Bill To:		Sold To:	
	Fort Worth Independent School		Fort Worth Independent School
	District		District
Address:	7060 Camp Bowie Boulevard	Address:	7060 Camp Bowie Boulevard
	Fort Worth, Texas		Fort Worth, Texas
	76116		76116
Contact Name:	Lisa Inzar	Contact Name:	Lisa Inzar
Contact Email:	lisa.inzar@fwisd.org	Contact Email:	lisa.inzar@fwisd.org
Contact Phone:	_	Contact Phone:	•

#### **Pricing Details**

Billing Frequency: Same as Subscription Term Subscription Total: \$94,416.53
Payment Terms: Net 30 Discount Total: (\$38,850.53)
Currency: USD Total Payable: \$55,566.00

This is not an invoice -do not remit payment until an invoice has been issued.

#### **Subscription Details**

Subscription Start Date: 2025-02-01 Automatic Renewal: No Subscription End Date: 2026-01-31 Annual Price Increase: 5.0%

Product	Features
Engagement+	Exchanges (for up to 5 Leaders) Surveys (for up to 5 Leaders) Access to Customer Success, Events and Resources and Product Support Administrative Controls Al Advisor and Al Article Analytics and Data Visualization Contact Box, Customisable Branding and Domain Limiting Engagement Templates and Data Download Integrations - Calendar and Participant Invitation Machine Moderation, Multilingual Participation, Participation Groups Rooms Survey Branching, Survey Topics and Templates Up to 50 survey questions per Engagement Data analyst role with Anonymous mode (does not include PII)

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

# **Additional Terms**

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.

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.

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.

urchase Order Information	
s a Purchase Order (PO) required? Yes No	
sustomer Purchasing Contact Email:	
ny purchasing or vendor registration documents can be directed to <a href="mailto:accounts@thoughtexchange.com">accounts@thoughtexchange.com</a>	

#### **Acceptance**

By signing this Service Order, you: a) represent you are authorized to execute this agreement on behalf of the undersigned organization; (b) agree to purchase the subscription pursuant to the terms and fees set forth herein; (c) agree to pay the Total Payable (and applicable sales and use taxes) and authorize ThoughtExchange to submit invoices for such payment; and (d) agree to be bound by the terms and conditions published at https://thoughtexchange.com/subscription-terms (the "Terms").

Other documents incorporated into this agreement by reference are:

- 1. Data Sharing Agreement
- 2. Applicable TIPS cooperative terms and conditions

Page 2



Fort Worth Independent School District	ThoughtExchange	
	Docusigned by: Chris Randall	
By:	Ву:	
Name:	Name: Chris Randall	
Title:	Title: Chief Customer Officer	
Data:	December 5, 2024   14:20:27 PST	

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE CONSULTING SERVICES CONTRACT ADDENDUM FOR OFFICE OF LEGAL SERVICES

#### **BACKGROUND:**

The Office of Legal Services is utilizing a temporary contract consultant to assist the office with legal assistant and paralegal related assignments and duties that are necessary for the office to meet its operational effectiveness and efficiency goals. The Office of Legal Services is in the process of finding a full-time employee to meet its staffing needs. The office will continue to utilize the temporary consultant until sufficient full-time staff is hired. The service dates of the temporary contract consultant need to be extended based on current staffing in the office. As a result of this extension, the contract amount needs to be increased from \$48,600 to \$57,600, in order to pay for the services of the temporary contract consultant through March 14, 2025. At that time, the office will reevaluate its need to continue to contract for the temporary consultant services based on current staffing in the office.

## **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Consulting Services Contract Addendum for Office of Legal Services
- 2. Decline to Approve Consulting Services Contract Addendum for Office of Legal Services
- 3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Consulting Services Contract Addendum for Office of Legal Services

**FUNDING SOURCE:** Additional Details

General Fund 199-41-6299-102

COST:

Not to Exceed \$57,600.00

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

Smith Temporaries, Inc. DBA CornerStone Staffing

## **PURCHASING MECHANISM:**

Competitive Solicitation RFP 21-037

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

Office of Legal Services

# **RATIONALE**:

The Office of Legal Services is utilizing a temporary contract consultant hired through Smith Temporaries, Inc. DBA CornerStone Staffing to assist the office with legal assistant and paralegal related assignments and duties that are necessary for the office to meet its operational effectiveness and efficiency goals. Approval of the Contract Addendum would allow the office to continue to utilize these services through March 14, 2025.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent Sidney Pounds – Assistant General Counsel

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR AFTER-SCHOOL SERVICES FOR THE 2024-2025 SCHOOL YEAR

#### **BACKGROUND:**

Fort Worth ISD has collaborated with the City of Fort Worth (CFW) to provide after-school programs since the 2000-2001 fiscal year. The City Council has authorized its duly authorized representative, William Johnson, Assistant City Manager, to execute a renewal agreement for the City. An 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 2024-2025 school year. The District contracts with providers of Fort Worth After-School services and is reimbursed by the CFW for those costs up to a designated amount. For the current FY25, the proposed award totals \$1,554,800.00.

Although the contract will move to a three-year agreement that extends through December 2027, funding will continue to be adopted per fiscal year (FY). The 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 Authorization to Negotiate an Interlocal Agreement with the City of Fort Worth for After-School Services for the 2024-2025 School Year
- 2. Decline to Approve Authorization to Negotiate an Interlocal Agreement with the City of Fort Worth for After-School Services for the 2024-2025 School Year
- 3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to Negotiate an Interlocal Agreement with the City of Fort Worth for After-School Services for the 2024-2025 School Year

**FUNDING SOURCE:** Additional Details

General Fund 199-61-6299-001-XXX-30-395-000000

#### **COST**:

\$0.00

(2024-2025 SY funding for contracted vendors approved by Board of Education on June 25, 2024.)

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

City of Fort Worth (Crime Control Prevention District)

# **PURCHASING MECHANISM:**

Interlocal Agreement

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

Fort Worth After-School Program

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 (5):**

Glen Park Elementary School Meadowbrook Elementary School Oaklawn Elementary School Sagamore Hill Elementary School Young Men's Leadership Academy

# **YMCA (13):**

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
M.H. Moore Elementary School

## <u>YMCA (13) Cont'd:</u>

Charles E. Nash Elementary School Luella Merrett Elementary School Washington Heights Elementary School Lowery Road Elementary School The Leadership Academy at Forest Oak Middle School

# Site-Based Campuses (11):

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 Meadowbrook 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 2024-2025 school year.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE AMENDMENT/RENEWAL OF INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT MULTIPLE SITES FOR THE 2024-2025 SCHOOL YEAR

# **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, LAN at Como 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 after-school program at these sites. Funds for these services have been budgeted and committed. Funds were approved at Board of Trustees meeting on Tuesday, June 25, 2024.

# **STRATEGIC GOAL:**

1 - Increase Student Achievement

# **ALTERNATIVES:**

- 1. Approve Amendment/Renewal of Interlocal Agreement Between Fort Worth Independent School District and City of Fort Worth to Provide After-School Services at Multiple Sites for the 2024-2025 School Year
- 2. Decline to Approve Amendment/Renewal of Interlocal Agreement Between Fort Worth Independent School District and City of Fort Worth to Provide After-School Services at Multiple Sites for the 2024-2025 School Year
- 3. Remand to Staff for Further Study

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

Approve Amendment/Renewal of Interlocal Agreement Between Fort Worth Independent School District and City of Fort Worth to Provide After-School Services at Multiple Sites for the 2024-2025 School Year

## **FUNDING SOURCE:** Additional Details

General Fund	199-61-6299-395	.\$206,856
General Fund (LAN)	199-61-6299-416	.\$40,000

#### COST:

\$246,856 (Funds approved by the Board of Education on June 25, 2024.)

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

City of Fort Worth - Parks and Recreation

# **PURCHASING MECHANISM:**

Competitive Solicitation

**Solicitation Statistics** 

Solicitation Number: 22-082

Number of Bid/Proposals received: 15

HUB Firms: 3 Compliant Bids: 15

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:

General Fund: De Zavala Elementary School

Greenbriar Elementary School D. McRae Elementary School

Seminary Hills Park Elementary School LAN @ Como 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, LAN @ Como Elementary School and Seminary Hills Park Elementary School.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent

# FIRST AMENDMENT AND FIRST RENEWAL OF CITY SECRETARY CONTRACT NO. 60939

This FIRST AMENDMENT AND FIRST RENEWAL OF CITY SECRETARY CONTRACT NUMBER 60939 ("First Amendment and First Renewal") is made and entered into by and between the CITY OF FORT WORTH, Texas a home-rule municipal corporation of the State of Texas ("City"), acting by and through its duly authorized Assistant City Manager, and FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas and a legally constituted Independent School District ("FWISD"), acting by and through its duly authorized representative. City and FWISD are herein referred to individually as a ("Party") and collectively as the ("Parties").

WHEREAS, on July 1, 2023, City and FWISD entered into an Interlocal Agreement for After School programs to provide academic enrichment programs and other activities to reinforce and compliment the FWISD regular academic programs at Greenbriar Elementary, De Zavala Elementary, D. McRae Elementary and Seminary Hills Elementary Schools, the same being City Secretary Contract ("CSC") No. 60939 ("Agreement"), as approved by City Council on September 19, 2017 through M&C: 23-0667;

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together do hereby adopt and find the foregoing promises and findings of said governing bodies; and

**WHEREAS**, each Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

**WHEREAS**, the Agreement provides that the term may be renewed for five additional one-year periods (each a "Renewal Term");

WHEREAS, the Parties wish to amend the Agreement to institute a total annual reimbursable expenditure for programs at Greenbriar Elementary School, De Zavala Elementary School, D. McRae Elementary School, Seminary Hills Schools, with the addition of Como Elementary; as approved by City Council on September 17, 2024 through M&C: 24-0795 and update the "Notices" Section;

WHEREAS, it is the collective desire of the Parties to extend the Agreement for the first renewal term; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and FWISD do mutually covenant and agree to amend and renew and extend the Agreement as follows:

- 1) Section 6.1.3 of the Agreement is amended to be and read as follows:
- 6.1.3 The total amount of expenditures by the City and the obligations 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 \$246,856.00 for the programs at Greenbriar Elementary School, De Zavala Elementary School, D. McRae Elementary School, Seminary Hills Schools, and Como Elementary;
- 2) Section 14 "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:

FWISD:

City of Fort Worth
Park & Recreation Director
100 Fort Worth Trail
Fort Worth, TX 76102

Interim Superintendent of Schools 7060 Camp Bowie Blvd. Fort Worth, TX 76116

With Copies to:

With Copy to:

Dr. Karen C. Molinar

City of Fort Worth Attn: Assistant City Manager and City's Attorney's Office 100 Fort Worth Trail Fort Worth, TX 76102 Fort Worth Independent School District Attn: Legal Counsel 7060 Camp Bowie Blvd. Fort Worth, Texas 76116

II.

The City and FWISD hereby agree to renew and extend the Agreement for an additional one-year period, effective beginning on July 30, 2024 and expiring on July 31, 2025, ("First Renewal Term").

#### III.

- 1. All terms and conditions of the Agreement that are not expressly amended pursuant to this First Amendment and First Renewal shall remain in full force and effect.
- 2. All terms in this First Amendment and First Renewal that are capitalized but not defined shall have the same meanings ascribed to them in the Agreement.

#### (Signature page follows)

# **IN WITNESS WHEREOF,** the Parties have executed this Agreement in multiples in Tarrant County, Fort Worth, Texas.

CITY:	FWISD:
By: Jesica McEachern Assistant City Manager	By:
Date:	Date:
	FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION
	By:  Roxanne Martinez  Board President
	Date: FORT WORTH INDEPENDENT SCHOOL
	By:  Alexander Athanason Staff Attorney

# FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended:	Contract Compliance Manager:
By: Dave Lewis Deputy Director Parks & Recreation Department	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:  Monique Hill Assistant Director Parks & Recreation Department  Approved as to Form and Legality:	By: Sheri Endsley District Superintendent Park & Recreation Department
By: Trey Qualls Assistant City Attorney	City Secretary:  By:  Jannette S. Goodall  City Secretary  Contract Authorization:  M&C: 24-0795  Form 1295: N/A

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

<u>TOPIC:</u> APPROVE THE DESIGNATION OF NON-BUSINESS DAYS FOR PURPOSES OF THE TEXAS PUBLIC INFORMATION ACT FOR THE 2025 CALENDAR YEAR

#### **BACKGROUND:**

House Bill 3033 adopted during the 88<sup>th</sup> 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 2025 Calendar Year
- 2. Decline to Approve the Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2025 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 2025 Calendar Year

FUNDING SOURCE:	Additional Details

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:

Department 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:**

Sidney Pounds, Legal, Assistant General Counsel

# Fort Worth ISD 2024 Public Information Act Calendar

January 1, 2025 to December 31, 2025



	January 2025							
Su	Мо	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 2025						
Su	Мо	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		

	March 2025						
Su	Мо	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 2025						
Su	Мо	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 2025						
Su	Мо	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	
<b>25 26 27 28 29 30 31</b>							

	June 2025						
Su	Мо	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 2025								
Su	Мо	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		
<b>27</b> 28 29 30 31								

	August 2025						
Su	Мо	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 2025								
Su	Мо	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 2025						
Su	Мо	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 2025							
Su	Мо	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 2025								
Su	Мо	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	Holiday	s 🔻

Federal Holidays

Designated Non-Business Days ^

Optional Holiday #

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE AMENDMENT TO PROVIDE TRAINING AND DEVICES FOR THE INTERNAL FINANCE FUNDS ACCOUNTING SOFTWARE SYSTEM SCHOOLCASH ONLINE CONTRACT

#### **BACKGROUND:**

On April 26, 2022, the Board of Education approved the District's Internal Finance Funds accounting software system SchoolCash Online contract, which accounts for approximately \$6M annually managed on school campuses.

The contract includes an online purchasing system that enables the District's and schools' customers to pay for goods and services using debit and credit cards. This module integrates with the existing software.

Financial Services is seeking approval to provide additional training sessions and purchase five point-of-sale devices with the existing SchoolCash Online module to help the District convert Internal Finance revenue to online sales. This will result in the following benefits:

- Significantly reduce the time school staff spend receiving, counting, verifying, and depositing cash
- Reduce the risk associated with excessive cash being handled and stored on campuses
- Reduce the frequency of expensive armored courier services
- Facilitate parent and other customer online payments, avoiding school visits
- Increase revenues due to the ease of payments
- Improve tracking of schools' device damages/payments
- Provide customized notifications to parents via the SIS (Student Information System) data

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve amendment to provide training and devices for the Internal Finance Funds Accounting Software System SchoolCash Online Contract.
- 2. Decline to approve amendment to provide training and devices for the Internal Finance Funds Accounting Software System SchoolCash Online Contract.
- 3. Remand to Staff for Further Study

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

Approve amendment to provide training and devices for the Internal Finance Funds Accounting Software System SchoolCash Online Contract.

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

General Fund 199-41-6299-420 (training) 199-41-6399-420 (POS devices)

#### **COST**:

\$40,000 (\$26,775 for online training, subscription and device costs; up to \$13,225 for in-person training/travel costs)

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

**KEV** Group

#### **PURCHASING MECHANISM:**

Cooperative Agreement

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

District-wide

#### **RATIONALE**:

Financial Services is seeking approval to provide additional training sessions and purchase five point-of-sale devices with the existing SchoolCash Online module to help the District convert Internal Finance revenue to online sales.

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

# Addendum To "Statement of Work" Between KEV Group Inc. and Fort Worth Independent School District

An Agreement made on May 1, 2022 (the "Effective Date") and amended on February 7, 2024.

BETWEEN:

#### **Client:**

Fort Worth Independent School District, 7060 Camp Bowie West Boulevard, Fort Worth, TX, 76116

**AND** 

#### **Service Provider:**

KEV Group Inc. 3000 S Hulen Street Suite 124-562 Fort Worth, TX, 76109

Now, therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced agreement/contract. The following provisions and covenants are in addition to prior agreements, and where there is a conflict between provisions of this addendum and the provisions set forth in the Statement of Work (hereinafter referred to as "Service Agreement") between **Fort Worth Independent School District** (hereinafter referred to as "**Client**") and **KEV Group Inc**. (hereinafter referred to as "**Provider**") or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

# APPLICATION SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. This addendum to the above-referenced Service Agreement is made and entered into by and between Client, a body corporate politic under the laws of Texas, and the Provider.
- 2. For the purpose of this Addendum the Service Agreement documents referenced above consist of eighty (80) pages.
- 3. The following schedule listed as Schedule A will be in addition to "Schedule A Fees" in the Service Agreement.

Addendum to Statement of Work KEV Group Inc.

1

#### **SCHEDULE A**

#### **Fees**

Quantity	Item	Description	List Price	Total
1	School Training	8 of the same training session in one week, 4 hours' time + Preparing ahead of time for the training. Each Month has a specific topic agreed upon by District and KEV Group. January Training Session.	\$8,500.00	\$0.00
3	School Training	8 of the same training session in one week, 4 hours' time + Preparing ahead of time for the training. Each Month has a specific topic agreed upon by District and KEV Group. February, March and April Training Sessions.	\$8,300.00*	\$24,900.00

GRAND TOTAL \$24,900.00

#### **Payment and Equipment Terms**

The One-Time Training Cost of \$24,900.00 will be payable upon completion of training as required.

12/20/2024

EXECUTED in duplicate this the \_\_\_\_ day of \_\_\_\_\_\_, 2024.

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\*Should the client choose to have onsite training, there shall be additional travel cost. Such costs must be agreed to by the district in writing prior to any cost incurred.

CLIENT:	PROVIDER:
Fort Worth Independent School District	KEV Group Inc.
Signed by:	DocuSigned by:
Carmen arrieta	Josh Shunal
Carmen Arrieta	Joshua Shuval
650	Director of Operations and Risk Management

# Addendum To "Statement of Work" Between KEV Group Inc. and Fort Worth Independent School District

An Agreement made on May 1, 2022 (the "Effective Date") and amended on February 7, 2024.

BETWEEN:

#### **Client:**

Fort Worth Independent School District, 7060 Camp Bowie West Boulevard, Fort Worth, TX, 76116

**AND** 

#### **Service Provider:**

KEV Group Inc. 3000 S Hulen Street Suite 124-562 Fort Worth, TX, 76109

Now, therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced agreement/contract. The following provisions and covenants are in addition to prior agreements, and where there is a conflict between provisions of this addendum and the provisions set forth in the Statement of Work (hereinafter referred to as "Service Agreement") between **Fort Worth Independent School District** (hereinafter referred to as "**Client**") and **KEV Group Inc**. (hereinafter referred to as "**Provider**") or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

# APPLICATION SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. This addendum to the above-referenced Service Agreement is made and entered into by and between Client, a body corporate politic under the laws of Texas, and the Provider.
- 2. For the purpose of this Addendum the Service Agreement documents referenced above consist of eighty (80) pages.
- 3. The following schedule listed as Schedule A will be in addition to "Schedule A Fees" in the Service Agreement.
- 4. Payment and Rental Terms listed below are in addition to the Payment Terms in the Service Agreement.

Addendum to Statement of Work KEV Group Inc.

1

#### **SCHEDULE A**

#### Fees

Annual Recurring Software Cost						
Quantity	Item	Description	Price	Total		
5	POS	KEV POS subscription (includes rental of POS device plus subscription for full SchoolCash integration). Can be used with SchoolCash Register or on its own to transact payments. (Rental device is PAX POS)	\$480.00	\$2,400.00		
Annual Cost				\$2,400.00		
	5. to June 30. 2025)	\$1.000.00				

One-Time Training and Implementation Cost							
Quantity	Item	Description	Price	Total			
5	SETUP & IMP	Setup for POS devices, review of SCO integration, reconciliation, etc.	\$175.00*	\$875.00			
			One Time Costs	\$875.00			

GRAND TOTAL(Year1) \$1,875.00

#### **Payment and Equipment Terms**

The One-Time Training and Implementation fee of \$875.00 and the Annual Recurring Software fee (including the rental of the device) of \$1,000.00 will be payable upon signing this Addendum. The effective date of this addendum is the date executed below and the renewal date if renewed by mutual agreement will be one year from the invoice date. After the first year, the annual recurring fees will subject to annual standard price increases that will reflect the Consumer Price Index (CPI)+ 2%.

\*Should the client choose to have onsite training, there shall be additional travel cost. Such costs must be agreed to by the district in writing prior to any cost incurred.

12/19/2024 EXECUTED in duplicate this the \_\_\_\_ day of \_\_\_\_\_\_, 2024.

**CLIENT:** 

**Fort Worth Independent School District** 

Signed by: armen arrieta

Carmen Arrieta

**PROVIDER: KEV Group Inc.** 

DocuSigned by: Josh Shunal

Joshua Shuval

Director of Operations and Risk Management

CF0

Addendum to Statement of Work KEV Group Inc.

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING DECEMBER 31, 2024

#### **BACKGROUND:**

The 2024-2025 General Fund was initially adopted on June 11, 2024. During the month ending December 31, 2024, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

The \$544,463.00 increase in Function 41 reflects adjustments in payroll and related benefits costs, which will come from the District's unassigned fund balance.

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

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Budget Amendment for the Period Ended December 31, 2024
- 2. Decline to Approve the Budget Amendment for the Period Ended December 31, 2024
- 3. Remand to Staff for Further Study

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

Approve the Budget Amendment for the Period Ended December 31, 2024

**FUNDING SOURCE:** Additional Details

General Fund

#### COST:

No Cost

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

School(s)/Department(s)

#### **RATIONALE**:

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

# **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer



# **2024-2025 General Fund**

		Consolidated General Fund 2024-2025 Adopted Budget	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 12/31/2024
REVENUE &	OTHER SOURCES			
5700 Local	Revenue	\$474,980,239	\$0	\$474,980,239
5800 State	Revenue	\$335,834,798	\$0	\$335,834,798
5900 Feder	al Revenue	\$16,403,057	\$0	\$16,403,057
7900 Other	Sources	\$0	\$0	\$0
	Total Revenue & Other Sources	\$827,218,094	\$0	\$827,218,094
EVDENDITUE	ore.			
EXPENDITUE 11	Instruction	\$465,485,715	\$91,324	\$466,565,844
12	Instruction Resources and Media Services	\$10,531,132	\$298,333	\$10,833,465
13	Curriculum and Instructional Staff Development	\$9,272,147	\$606,507	\$9,881,154
21	Instructional Administration	\$15,742,191	(\$119,716)	\$15,642,475
23	School Administration	\$50,455,188	\$181,445	\$50,638,932
31	Guidance and Counseling Services	\$43,139,634	(\$50,542)	\$42,118,777
32	Social Work Services	\$3.023.011	\$0	\$3,999,736
33	Health Services	\$12,630,587	\$300	\$12,637,307
34	Student Transportation	\$31,572,559	(\$8,818)	\$31,567,787
35	Food Services	\$391,103	\$20,136	\$411,239
36	Cocurricular/Extracurricular Activities	\$20,909,082	\$189,183	\$21,098,265
41	General Administration	\$26,590,293	\$554,147	\$27,144,440
51	Plant Maintenance and Operations	\$104,653,080	(\$1,149,230)	\$103,504,200
52	Security and Monitoring Services	\$18,028,820	\$927	\$18,035,938
53	Data Processing Services	\$34,815,570	\$0	\$33,807,049
61	Community Services	\$4,621,764	(\$69,533)	\$4,519,731
71	Debt Service	\$2,100,000	\$0	\$2,100,000
81	Facilities Acquisition & Construction	\$7,764,869	\$0	\$7,764,869
91	Contracted Instructional Services between Public Schools	\$8,154,673	\$0	\$8,154,673
95	Payments to Juvenile Justice Alt Ed Program	\$36,000	\$0	\$36,000
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$3,027,907	\$0	\$3,027,907
	Total Budgeted Expenditures	\$872,945,325	<b>\$</b> 544,463	\$873,489,788
	Total Deficit	(\$45,727,231)	(\$544,463)	(\$46,271,694)
	Beginning Fund Balance (Audited)	374,458,061		374,458,061
	Fund Balance-Ending (Unaudited)	\$328,730,830	(\$544,463)	\$328,186,367
			(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,

	December 31, 2024 Budget Amendment	Increase	Decrease	Net Effect
Function	Expenses			
11	Campus/Dept. normal course of District operations	91,324		
	Overall effect on Function 11	91,324	0	91,324
	Fund 199 - To cover payroll for vacant positions that have been			
12	filled through fiscal year 2025	288,665		
	Campus/Dept. normal course of District operations	9,668		
	Overall effect on Function 12	298,333	0	298,333
40	Fund 199 - To cover payroll for vacant positions that have been	540 550		
13	filled through fiscal year 2025	512,558		
	Campus/Dept. normal course of District operations	93,949		202 505
	Overall effect on Function 13	606,507	0	606,507
21	Fund 199 - Graduation 2025		90,000	
	Campus/Dept. normal course of District operations	_	29,716	
	Overall effect on Function 21 Fund 199 - To cover payroll for vacant positions that have been	0	119,716	(119,716)
23	filled through fiscal year 2025	181,445		
23	Overall effect on Function 23	181,445	0	181,445
31	Campus/Dept. normal course of District operations	101,445	50,542	101,445
31	Overall effect on Function 31	0	50,542 50,542	(50,542)
33	Campus/Dept. normal course of District operations	300	50,542	(50,542)
33	Overall effect on Function 33	300 300	0	300
34	Campus/Dept. normal course of District operations	300	8.818	300
34	Overall effect on Function 34	0	8,818	(0.040)
35	Campus/Dept. normal course of District operations		0,010	(8,818)
35	Overall effect on Function 35	20,136	0	20.420
	Fund 199 - To cover payroll for vacant positions that have been	20,136	U	20,136
36	filled through fiscal year 2025	189,183		
	Overall effect on Function 36	189,183	0	189,183
41	Fund 199 - Adjustments in payroll and related benefit costs	544,463	•	100,100
	Campus/Dept. normal course of District operations	9.684		
	Overall effect on Function 41	554,147	0	554,147
	Fund 199 - To cover payroll for vacant positions that have been	33 1,1 11	•	<b>55</b> 1,1 11
51	filled through fiscal year 2025		1,149,230	
	Overall effect on Function 51	0	1,149,230	(1,149,230)
52	Campus/Dept. normal course of District operations	927		
	Overall effect on Function 52	927	0	927
61	Campus/Dept. normal course of District operations		69,533	
	Overall effect on Function 61	0	69,533	(69,533)
	Total	1,942,302	1,397,839	544,463

#### FORT WORTH INDEPENDENT SCHOOL DISTRICT

#### SUMMARY OF 2024-2025 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



	ORIGINAL	ADD/ SUBTRACT	8/31/2024	ADD/ SUBTRACT	9/30/2024	ADD/ SUBTRACT	10/31/2024	ADD/ SUBTRACT	11/30/2024	ADD/ SUBTRACT	12/31/2024
Revenue and Other Sources											
5700 Local Revenue	\$474,980,239	\$ -	\$474,980,239	\$ -	\$474,980,239	\$ -	\$474,980,239	\$ -	\$474,980,239		\$474,980,239
5800 State Revenue	335,174,798	660,000	\$335,834,798	\$ -	\$335,834,798	\$ -	\$335,834,798	\$ -	\$335,834,798		\$335,834,798
5900 Federal Revenue	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057		\$16,403,05
7900 Other Sources		\$ -		\$ -		\$ -		\$ -			
Total Revenue & Other Sources	\$826,558,094	\$660,000.00	827,218,094	\$ -	827,218,094	\$ -	827,218,094	\$ -	827,218,094	\$ -	827,218,094
Expenditures											
11 Instruction	\$ 459,832,354	\$5,522,068	465,354,422	\$ 79,232	\$465,433,654	\$ 52,061	\$465,485,715	\$ 993,805	\$466,479,520	\$ 86,324	\$ 466,565,844
12 Instructional Resources and Media Services	10,596,117	-	10,596,117	(75,120)	10,520,997	10,135	10,531,132	·	10,531,132	302,333	10,833,46
13 Curriculum and Instructional Staff Development	9,230,997	-	9,230,997	44,126	9,275,123	(2,976)	9,272,147	(2,500)	9,269,647	611,507	9,881,15
21 Instructional Administration	15,680,681	-	15,680,681	(143,355)	15,537,326	204,865	15,742,191	20,000	15,762,191	(119,716)	15,642,47
23 School Administration	50,502,537	-	50,502,537	(22,769)	50,479,768	(24,580)	50,455,188	6,649	50,461,837	177,095	50,638,93
31 Guidance and Counseling Services	43,158,592	-	43,158,592	37,411	43,196,003	(56,369)	43,139,634	6,410	43,146,044	(1,027,267)	42,118,77
32 Social Work Services	3,059,973	-	3,059,973	(36,962)	3,023,011	- '	3,023,011	-	3,023,011	976,725	3,999,73
33 Health Services	12,532,797	-	12,532,797	98,000	12,630,797	(210)	12,630,587	6,420	12,637,007	300	12,637,30
34 Student Transportation	23,488,331	8,239,895	31,728,226	(155,667)	31,572,559	-	31,572,559	4,046	31,576,605	(8,818)	31,567,78
35 Food Services	384,036	-	384,036	4,500	388,536	2,567	391,103	-	391,103	20,136	411,23
36 Cocurricular/Extracurricular Activities	20,757,789	147,082	20,904,871	(2,468)	20,902,403	6,679	20,909,082	-	20,909,082	189,183	21,098,26
41 General Administration	26,765,833	25,000	26,790,833	(110)	26,790,723	(200,430)	26,590,293	-	26,590,293	554,147	27,144,44
51 Plant Maintenance and Operations	105,379,558	6,166,455	111,546,013	(5,089,020)	106,456,993	(1,803,913)	104,653,080	-	104,653,080	(1,148,880)	103,504,20
52 Security and Monitoring Services	17,969,059	47,458	18,016,517	11,632	18,028,149	671	18,028,820	6,191	18,035,011	927	18,035,93
53 Data Processing Services	26,117,249	3,450,251	29,567,500	5,248,070	34,815,570	-	34,815,570	(1,008,521)	33,807,049	-	33,807,04
61 Community Services	4,617,764	-	4,617,764	2,500	4,620,264	1,500	4,621,764	(32,500)	4,589,264	(69,533)	4,519,73
71 Debt Service	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,000	-	2,100,00
81 Facilities Acquisition & Construction	1,130,000	4,824,869	5,954,869	-	5,954,869	1,810,000	7,764,869	-	7,764,869	-	7,764,86
91 Contracted Instructional Services between Public Scho	8,154,673	-	8,154,673		8,154,673	-	8,154,673	-	8,154,673	-	8,154,67
95 Payments to Juvenile Justice Alt Ed Program	36,000	-	36,000	-	36,000	-	36,000	-	36,000	-	36,00
97 Tax Increment Financing	-	-			-		-		-		-
99 Other Intergovernmental Charges	2,714,103	313,804	3,027,907		3,027,907		3,027,907		3,027,907		3,027,90
Total Budgeted Expenditures	\$844,208,443	28,736,882	\$872,945,325		\$872,945,325		\$872,945,325		\$872,945,325	544,463	\$ 873,489,788
Total Deficit	\$ (17,650,349)	(28,076,882)	\$ (45,727,231)		\$ (45,727,231)		\$ (45,727,231)		\$ (45,727,231)	(544,463)	\$ (46,271,694
Beginning Fund Balance (Audited)	374,458,061		374,458,061		374,458,061		374,458,061		374,458,061		374,458,06
d Balance - Ending (Unaudited)	\$356,807,712	(\$28,076,882)	\$328,730,830		\$328,730,830		\$328,730,830		\$328,730,830	(\$544,463)	\$328,186,367

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING DECEMBER 31, 2024

#### **BACKGROUND:**

In December 2024, requests were submitted by Child Nutrition Services requesting a budget transfer for purposes of acquiring essential equipment, computers, and other items necessary for enhancing and modernizing the Child Nutrition program for our students.

This amendment includes a \$12M increase to the Child Nutrition Fund as a result of the 2022 – 2023 and 2023-2024 (combined) Excess Net Cash Draw Down Plan.

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

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Budget Amendment for the Period Ended December 31, 2024
- 2. Decline to Approve the Budget Amendment for the Period Ended December 31, 2024
- 3. Remand to Staff for Further Study

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

Approve the Budget Amendment for the Period Ended December 31, 2024

**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:

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

# General Fund Budget Amendment 2024 - 2025

	Consolidated Food Service 2024-2025 Adopted Budget	Adjustments	Consolidated Food Service 2024-2025 Amended Budget 12/31/2024
EXPENDITURES (35)			
6299- MISC Contracted Services	\$28,283,051	\$1,925,000	\$30,208,051
6342- NonFood	\$0	\$542,100	\$542,100
6396- Technology < 5000	\$25,000	\$71,150	\$96,150
6398- Furn&Equip < 5000	\$65,000	\$772,855	\$837,855
6399- General Supplies	\$220,865	\$2,444,450	\$2,665,315
6631- Vehicles	\$0	\$318,500	\$318,500
6639- Furn&Equip > 5000	<u>\$0</u>	<u>\$6,042,435</u>	<u>\$6,042,435</u>
	\$28,593,916	\$12,116,490	<u>\$40,710,406</u>

Budget adjustments are to be done to the 701 budget due to an approved spend down plan to be in compliance with TDA

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE REPAIR OF DOOR POSITION SWITCHES FOR ACCESS CONTROLLED DOORS

#### **BACKGROUND:**

The District has a large number of access control doors that do not adequately update their current status regarding whether they are open or closed. Functional door position switches are vital for monitoring building access and responding quickly to security issues. Reliably reporting a door's open status is crucial for meeting Alyssa's Law requirements, which mandate silent panic alarms in public schools to alert law enforcement during emergencies.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Repair of Door Position Switches for Access Controlled Doors
- 2. Decline to Approve Repair of Door Position Switches for Access Controlled Doors
- 3. Remand to Staff for Further Study

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

Approve Repair of Door Position Switches for Access Controlled Doors

**FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6249-390

#### **COST**:

\$196,713.00

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

Digi Security Systems

#### **PURCHASING MECHANISM:**

Cooperative Agreement TIPS Contract #230101

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

District - Wide

#### **RATIONALE**:

The repair and upgrade of door position switches in access-controlled doors throughout the district is essential for maintaining a safe and secure learning environment. Currently, a significant number of these doors do not adequately update their open/closed status, compromising the district's ability to monitor and respond to potential security threats effectively. This project directly addresses this issue, ensuring reliable reporting of door statuses, which is crucial for compliance with Alyssa's Law. By improving our ability to monitor building access and respond swiftly to security concerns, we enhance the overall safety of our students, staff, and facilities

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



# Attachment A

We have prepared a quote for you

**FWISD Door Contact Work - TIPS230101 All Schools In One** 

Quote # 016151 Version 1

# Prepared for:

Fort Worth Independent School District

Accounts Payable accountspayables@fwisd.org



Tuesday, October 22, 2024

Fort Worth Independent School District Accounts Payable 7060 Camp Bowie Blvd Fort Worth, TX 76116 accountspayables@fwisd.org

#### Dear Accounts.

Kindly find listed in this quote a breakdown of the pricing of equipment for each of the 106 Schools, as well as the necessary labor required for the Access Control System.

Below is a breakdown of how the tabs for each school is created, referencing the FWISD door contact excel document that was provided to Digi.

- # Existing Door Contact Repairs (Repair, Testing, Necessary Materials, Shipping, Etc.)
- # New Door Contact Installation (Installation, Testing, Channel, Necessary Materials, Shipping, Etc.)
- # New Door Contact Installation Complex (Installation, Testing, Channel, Necessary Materials, Shipping, Etc.)
- # New 22/2 Cable Installation.

#### Partner shall provide:

Access to all areas necessary for completion of this project Necessary space for installation of devices for this system

Please reach out to us about any questions or concerns pertaining to this quote.

Thank you!

Johnny Quna

Johnny Luna Account Manager Dallas



# Warranty/Maintenance Agreements

Description	Qty
Digi Standard 1 Year Workmanship Labor Warranty	1

# Amon Carter- Riverside HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	33	\$495.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	82.5	\$8,662.50
New Door Contact Install					
New Door Contact Install-Complex					

# Arlington Heights HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	15	\$225.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	37.5	\$3,937.50
New Door Contact Install					
New Door Contact Install-Complex					



# South Hill HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (DPS, Whip, Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	16	\$240.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	40	\$4,200.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Whip, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# Diamond Hills- Jarvis HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	2	\$60.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	9	\$945.00



#### Diamond Hills- Jarvis HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install-Complex					

#### **Dunbar HS**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	9	\$135.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	22.5	\$2,362.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

# Eastern Hills HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	17	\$255.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	42.5	\$4,462.50



# Eastern Hills HS

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

# North Side HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	9	\$270.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	9	\$1,584.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	40.5	\$4,252.50
New Door Contact Install-Complex					
Digi Professional Installation Materials - New Door Contact Install - Complex (DPS, Channel, Necessary Materials, Shipping)	\$75.00	\$30.00	\$45.00	4	\$180.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	4	\$704.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	24	\$2,520.00



# Polytechnic HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	11	\$165.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	27.5	\$2,887.50
New Door Contact Install					
New Door Contact Install-Complex					

# R.L. Paschal HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	17	\$255.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	42.5	\$4,462.50
New Door Contact Install					
New Door Contact Install-Complex					

# Tremble Tech HS

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00



# Tremble Tech HS

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
New Door Contact Install-Complex					

# Southwest HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	10	\$150.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	25	\$2,625.00
New Door Contact Install					
New Door Contact Install-Complex					

# Western Hills HS

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	8	\$120.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	20	\$2,100.00
New Door Contact Install					



#### Western Hills HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	8	\$240.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	36	\$3,780.00
New Door Contact Install-Complex					

# O.D. Wyatt HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	15	\$225.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	37.5	\$3,937.50
New Door Contact Install					
New Door Contact Install-Complex					

# Metro Opportunity / Middle Level Learning Center

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00



# Metro Opportunity / Middle Level Learning Center

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install					
New Door Contact Install-Complex					
Digi Professional Installation Materials - New Door Contact Install - Complex (DPS, Channel, Necessary Materials, Shipping)	\$75.00	\$30.00	\$45.00	2	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12	\$1,260.00

# Jo Kelly ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
New Door Contact Install					
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# E.M. Dagget MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50



# E.M. Dagget MS

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

# Forest Oak MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	4	\$120.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	4	\$704.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	18	\$1,890.00
New Door Contact Install-Complex					

#### William James MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00



# William James MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
New Door Contact Install-Complex					

# Kirkpatrick MS

Draduct Dataila	Cuggostod	Discount	Drice	Otre	Evt Drice
Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# McLean MS

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



# McLean MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

# Meadowbrook MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
New Door Contact Install-Complex					



# William Mornig MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

# Morningside MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
New Door Contact Install-Complex					

# **Applied Learning Academy**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00



# **Applied Learning Academy**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
New Door Contact Install-Complex					

# Riverside MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

#### **Rosemont MS**

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					



#### **Rosemont MS**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

# J. Martin Jacquet MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

# Wedgewood MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00



# Wedgewood MS

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

# **International Newcomer Academy**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

# Success HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					



### McLean 6th Grade Center

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	7	\$105.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	17.5	\$1,837.50
New Door Contact Install					
New Door Contact Install-Complex					

## Jean McClung MS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	4	\$120.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	4	\$704.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	18	\$1,890.00
New Door Contact Install-Complex					



# Benbrook MS/HS

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	18	\$270.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	45	\$4,725.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# Young Women's Leadership Academy

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
New Door Contact Install-Complex					



## World Languages Institute

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

### I.M. Terrell ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	13	\$195.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	32.5	\$3,412.50
New Door Contact Install					
New Door Contact Install-Complex					



## Alice Carlson Applied Learning Center

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

# **Boulevard Heights ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

## West Handley ES

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	9	\$135.00



# West Handley ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	22.5	\$2,362.50
New Door Contact Install					
New Door Contact Install-Complex					
Digi Professional Installation Materials - New Door Contact Install - Complex (DPS, Channel, Necessary Materials, Shipping)	\$75.00	\$30.00	\$45.00	1	\$45.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	6	\$630.00

### **Burton Hill ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

## Carroll Peak ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



### Carroll Peak ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

## Carter Park ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

# George C. Clark ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50



# George C. Clark ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

# Lily B. Clayton ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

### Como ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					



## Hazel Harvey Peace ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	8	\$120.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	20	\$2,100.00
New Door Contact Install					
New Door Contact Install-Complex					

## E.M. Dagget ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	2	\$60.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	9	\$945.00
New Door Contact Install-Complex					



### DeZavala ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# Maude I. Logan ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50



## Maude I. Logan ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install-Complex					

#### Eastern Hills ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# East Handley ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50



# East Handley ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

## Christene C. Moss ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
New Door Contact Install-Complex					

# John T. White ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	4	\$120.00



### John T. White ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	4	\$704.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	18	\$1,890.00
New Door Contact Install-Complex					

## Harlean Beal ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

#### **Rosemont ES**

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					



### **Rosemont ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

# Glen Park ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	5	\$150.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	5	\$880.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	22.5	\$2,362.50
New Door Contact Install-Complex					



### W.M. Green ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

### **Greenbriar ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					



### Van Zandt-Guinn ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	9	\$135.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	22.5	\$2,362.50
New Door Contact Install					
New Door Contact Install-Complex					

# **Hubbard Heights ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					



#### Meadowbrook ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### D. McRae ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### Mitchell Boulevard ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00



### Mitchell Boulevard ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

# Morningside ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

### **Charles Nash ES**

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



#### **Charles Nash ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	5	\$75.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12.5	\$1,312.50
New Door Contact Install					
New Door Contact Install-Complex					

### North Hi Mount ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

### Oakhurst ES

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00



#### Oakhurst ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install					
New Door Contact Install-Complex					

## Natha Howell ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

### Oaklawn ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					



### A.M. Pate ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

# M.L. Phillips ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### Luella Merrett ES

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00



### Luella Merrett ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					
New Door Contact Install-Complex					

### Versia Williams ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

### Maudrie M. Walton ES

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					



### Maudrie M. Walton ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install-Complex					

## Sagamore Hill ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

# Bruce Shulkey ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					



#### R.J. Wilson ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	2	\$60.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	9	\$945.00
New Door Contact Install-Complex					

#### South Hi Mount ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### South Hills ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



### South Hills ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# Springdale ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					
New Door Contact Install-Complex					



### Sunrise McMillian ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

# Tanglewood ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	9	\$135.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	22.5	\$2,362.50
New Door Contact Install					
New Door Contact Install-Complex					



### W.J. Turner ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	7	\$105.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	17.5	\$1,837.50
New Door Contact Install					
New Door Contact Install-Complex					

# Waverly Park ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	4	\$60.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	10	\$1,050.00
New Door Contact Install					
New Door Contact Install-Complex					

### Westcliff ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00



## Westcliff ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### Westcreek ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

## Western Hills ES (Says Primary School)

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					



# Western Hills ES (Says Primary School)

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install-Complex					

#### David K. Sellars ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	2	\$60.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	9	\$945.00
New Door Contact Install-Complex					

### J. T. Stevens ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00



#### J. T. Stevens ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
New Door Contact Install					
New Door Contact Install-Complex					

## **Atwood McDonald ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

# **Riverside Applied Learning Center**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00



# **Riverside Applied Learning Center**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

## Daggett Montessouri ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	3	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	3	\$528.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	13.5	\$1,417.50
New Door Contact Install-Complex					

### Bill J. Elliot ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



### Bill J. Elliot ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

## T.A. Sims ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

### Edward J. Briscoe ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50



#### Edward J. Briscoe ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

# Woodway 216 ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	3	\$45.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	7.5	\$787.50
New Door Contact Install					
New Door Contact Install-Complex					

# Lowery Road ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	6	\$90.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	15	\$1,575.00
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00



### **Lowery Road ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					

## Alice Contreras ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

## Western Hills Primary School (Other on 180)

Product Details	Suggested Price	Discount Amount		Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					



### Western Hills Primary School (Other on 180)

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install-Complex				

#### **Clifford Davis ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### M.G. Ellis Primary School ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				
New Door Contact Install				
New Door Contact Install-Complex				

### Bonnie Brae ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
Door Contact Repair				



#### **Bonnie Brae ES**

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50
New Door Contact Install					
New Door Contact Install-Complex					

# Seminary Hills Park ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	2	\$30.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	5	\$525.00
New Door Contact Install					
New Door Contact Install-Complex					

### Dolores Huerta ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	1	\$15.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	2.5	\$262.50



### Dolores Huerta ES

Product Details	Suggested Price	Discount Amount	Qty	Ext. Price
New Door Contact Install				
New Door Contact Install-Complex				

## Overton Park ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	11	\$165.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	27.5	\$2,887.50
New Door Contact Install					
New Door Contact Install-Complex					

# Rolling Hills ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Door Contact Repair					
Digi Professional Installation Materials - Door Contact Repair (Necessary Materials, Shipping)	\$30.00	\$15.00	\$15.00	17	\$255.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	42.5	\$4,462.50
New Door Contact Install					
Digi Professional Installation Materials - New Door Contact Install (DPS, Channel, Necessary Materials, Shipping)	\$50.00	\$20.00	\$30.00	1	\$30.00



# Rolling Hills ES

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	1	\$176.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	4.5	\$472.50
New Door Contact Install-Complex					
Digi Professional Installation Materials - New Door Contact Install - Complex (DPS, Channel, Necessary Materials, Shipping)	\$75.00	\$30.00	\$45.00	2	\$90.00
Cabling - 22/2 - Plenum	\$220.00	\$44.00	\$176.00	2	\$352.00
SENIOR TECH (FIRE & SECURITY)	\$140.00	\$35.00	\$105.00	12	\$1,260.00



# FWISD Door Contact Work - TIPS230101 All Schools In One



Prepared by:
Dallas
Johnny Luna
469-822-9286
johnnyl@digiss.com

# Prepared for:

Fort Worth Independent School District
7060 Camp Bowie Blvd
Fort Worth, TX 76116
Accounts Payable
(817) 814-2000
accountspayables@fwisd.org

## **Quote Information:**

Quote #: 016151

Version: 1

Delivery Date: 10/21/2024 Expiration Date: 01/18/2025

# **Quote Summary**

Description	Amount
Project Subtotal	\$196,713.00

Total: \$196,713.00

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

<u>TOPIC:</u> VIDEO SURVEILLANCE AND ACCESS CONTROL SOFTWARE UPGRADE

### BACKGROUND:

The Video Surveillance and Access Control software used by the District is crucial for the safety and security of staff, students, and property. This software interacts with nearly every other safety and security system, with plans for further integration in the future. As the underlying software continually evolves with enhanced capabilities and new features, it is imperative that we stay current with technological advancements to ensure the safest possible learning environment.

### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Video Surveillance and Access Control Software Upgrade
- 2. Decline to Approve Video Surveillance and Access Control Software Upgrade
- 3. Remand to Staff for Further Study

## SUPERINTENDENT'S RECOMMENDATION:

Approve Video Surveillance and Access Control Software Upgrade

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6399-390

COST:

\$116,499.75

#### **VENDOR:**

Digi Security Systems, TIPS #230101

### **PURCHASING MECHANISM:**

Cooperative Agreement

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

District-Wide

## RATIONALE:

The upgrade from Avigilon ACC 7 and ACM 6 to Avigilon Unity 8 and Unity Access, respectively, is essential due to its enhanced security features, including advanced video analytics and Al-powered threat detection, which are crucial for ensuring the safety of our students and staff. The new software offers a more intuitive user interface, reducing training time and improving operational efficiency. It is also more scalable, allowing for future growth, and provides better integration with other security systems. Additionally, Avigilon Unity offers improved data management capabilities and long-term cost efficiency through reduced maintenance costs and fewer system downtimes.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



# We have prepared a quote for you

FWISD Unity 8 Upgrade - TIPS230101

Quote # 016301 Version 1

# Prepared for:

Fort Worth Independent School District

Accounts Payable accountspayables@fwisd.org



# Equipment

Product Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
ACC Enterprise Smart Plan; 1 year	\$32.10	\$12.15	\$19.95	5505	\$109,824.75
ACM6 to UA7 Upgrade Package for up to 2000 doors (include 1 Year Service Plan)	\$9,200.00	\$2,760.00	\$6,440.00	1	\$6,440.00
UA7 Virtual VMware Appliance License	\$200.00	\$60.00	\$140.00	1	\$140.00



# FWISD Unity 8 Upgrade - TIPS230101



Prepared by: **Digi Security Systems -**Corporate

Josh Herron 918-864-1861 Josh@digiss.com

# Prepared for:

Fort Worth Independent School District Quote #: 016301

7060 Camp Bowie BLVD Fort Worth, TX 76116 Accounts Payable (817) 814-2000 accountspayables@fwisd.org

## **Quote Information:**

Version: 1

Delivery Date: 11/12/2024 Expiration Date: 01/30/2025

# **Quote Summary**

Description	Amount
Project Subtotal	\$116,404.75

Shipping: \$95.00

> Total: \$116,499.75

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE PURCHASE OF BARRACUDA DOOR DEFENSE SYSTEM FOR CLASSROOM DOORS

## **BACKGROUND:**

The best proven defense against an active shooter has been proven time and time again to be a locked classroom door with lights off, quiet, and the students out of sight. Earlier in 2024 the FWISD Safety & Security Department tested and installed the Barracuda Intruder Defense device at one of the FWISD elementary schools and compared it to other devices on the market. This device was chosen over several options we tried for its functionality, ease of use, and the ability for any adult to simply apply in one step, to the scissor door closer found on most classroom doors. No bending over, drilling of doors, permanent floor changes, or complicated steps are necessary with the Barracuda.

This purchase is for enough devices to provide this added measure of safety to our elementary schools.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Purchase of Barracuda Door Defense System for Classroom Doors
- 2. Decline to Approve Purchase of Barracuda Door Defense System for Classroom Doors
- 3. Remand to Staff for Further Study

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

Approve Purchase of Barracuda Door Defense System for Classroom Doors

**FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6399-23S08

COST:

\$488,545.02

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

School Health

# **PURCHASING MECHANISM:**

Cooperative Agreement Sourcewell Contract Number 022422-SHC

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

All Schools Safety & Security

# **RATIONALE**:

The Barracuda Intruder Defense System, Model DCS, is a device that can be installed in seconds on any classroom door that opens outward and is equipped with a scissor type door closer.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



We Supply Your Future ™

5600 Apollo Drive, Rolling Meadows, Illinois 60008 P(866)323-5465 | F(800)235-1305 | SchoolHealth.com

**EDWARD MCGINLEY** Attn:

Ship To: FT WORTH INDEPENDENT SCH DIST

> 7060 CAMP BOWIE BLVD **FORT WORTH, TX 76116-7119**

**USA** 

Bill To: FT WORTH INDEPENDENT SCH DIST

**ITEM AND DESCRIPTION** 

7060 CAMP BOWIE BLVD **FORT WORTH, TX 76116-7119** 

**USA** 

QUOTE PREPARED BY	PHONE	EMAIL FOR QUOTE UPDATES
Juan Lopez	866-323-5465	bids@schoolhealth.com

UNIT

QUANTITY

**EXPIRATION DATE** 

2/7/2025

DATE

12/9/2024

**QUOTATION** 

**DISCOUNT PRICE** 

**QUOTE NO** 

QUO000035841

QUOTE P.O.#

**BARRACUDA** 

12/09/24

**AMOUNT** 

	-		
CUSTOMER NOTES & INSTRUCTIONS			TERMS
-SOURCEWELL CONTRACT NUMBER 022 -SCHOOL HEALTH QUOTE 4027364 -FREE SHIPPING ON ORDERS OVER \$125			Net 30 days

1 59208 INTRUDER DOOR DEFENSE SYSTEM ACTION DOOR	5,400	EA	90.4713	488,545.02
			Sub Total	488,545.02
			Freight	0.00
			Total	488,545.02

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE PURCHASE OF NEW COMPUTERS FOR THE VISITOR MANAGEMENT SYSTEM - RAPTOR

## **BACKGROUND:**

The district uses the Raptor system as its visitor management system. The visitor management system is a requirement directed by Board policy. The visitor management system scans visitors against the sex offender databases of all states and identifies individuals on the registries to keep the offenders out of our schools and away from our students. We can also use the system to maintain a list of individuals that should not be on FWISD property and identify them when they access our property. Raptor is also integral to the management of our campus volunteers. Some schools use the system to manage tardies and early dismissals.

The Raptor system has for many years, used an eclectic collection of surplus and used computers to run the software. With new security efforts and advancements in computer technology the current computers are needing constant attention from our staff to keep the system operational. This purchase is for the purchase of new computers for the raptor installations in the schools, school pantries and the emergency kits we deploy when needed. This purchase will improve system function and reduce the constant repairs to the computers and systems in use.

### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Purchase of New Computers for the Visitor Management System Raptor
- 2. Decline to Approve Purchase of New Computers for the Visitor Management System Raptor
- 3. Remand to Staff for Further Study

## **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of New Computers for the Visitor Management System - Raptor

**FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6396-390

COST:

\$145,612.80

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

Dell technologies

# **PURCHASING MECHANISM:**

Cooperative Agreement TX DIR-TSO-3763

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

All Schools Safety & Security

## **RATIONALE**:

This purchase is for the purchase of new computers for the raptor installations in the schools, school pantries and the emergency kits we deploy when needed. This purchase will improve system function and reduce the constant repairs to the computers and systems in use.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent

# Mcginley, Edward

From: Khalil.Neal@dell.com

Sent: Tuesday, December 10, 2024 11:47 AM

**To:** Powell, Darla

**Subject:** [SUSPICIOUS MESSAGE] Your Dell Quote 3000184054088.1

This Message contains suspicious characteristics and has originated outside your organization.



# Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 09, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name: 3490 - 28W processor, Sales Rep Khalil Neal

**3-year Prosupport -** Phone 1(800) 4563355,

6180565

**16GB** 

Quote No. 3000184054088.1 Email Khalil Neal@Dell.com

Information Resources

Total \$145,612.80 Billing To FORT WORTH ISD
Customer # 145922042 FORT WORTH ISD

PO Number TB1567352 7060 CAMP BOWIE

Quoted On Dec. 10, 2024 BLVD

FORT WORTH.

Expires by Jan. 09, 2025 TX 76116-7119

Contract Name Texas Department of

(TX DIR)

Contract Code C000000006841

Customer Agreement # TX DIR-TSO-3763

Deal ID 27230034

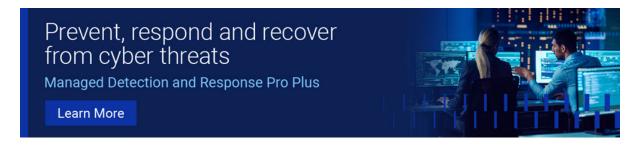
#### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards, Khalil Neal

Product	Unit Price	Quantity	Subtot
Mobile Precision 3490	\$1,011.20	144	\$145,612.8
	Subtotal:		\$145,612.8
	Shipping:		\$0.0
	Non-Taxable Amount:		\$145,612.8
	Taxable Amount:		\$0.0
	Estimated Tax:		\$0.0
	Total:		\$145,612.8

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



**Unit Price Quantity** 

144

\$1,011.20

**Subtotal** 

\$145,612.80

**Mobile Precision 3490** 

Estimated delivery if purchased today:

Jan. 02, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	<b>Unit Price Quantity</b>	Subtotal
Dell Mobile Precision Workstation 3490	210-BLNF	- 144	-
Intel Core Ultra 5 125H vPro Essentials (18 MB cache, 14 cores, 18 threads, up to 4.50 GHz, 28W)	379-BFPP	- 144	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	- 144	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	- 144	-
English US backlit AI hotkey keyboard, 79-key	583-BLMY	- 144	-
Intel Graphics or Intel Arc Pro Graphics	490-BKBZ	- 144	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BBYL	- 144	-
256GB, M.2 2230, Gen4 TLC PCIe NVMe, SSD, Class 35	400-BRHM	- 144	-

Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  65W AC adapter, USB Type-C, EcoDesign  EPEAT 2018 Registered (Gold)  Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport  ProSupport: 7x24 Technical Support, 3 Years  ProSupport: Next Business Day Onsite, 3 Years  997-6028	- 144 - 144 - 144 - 144 - 144 - 144 - 144 - 144	- - - - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  65W AC adapter, USB Type-C, EcoDesign  492-BDMN  EPEAT 2018 Registered (Gold)  Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport  ProSupport: 7x24 Technical Support, 3 Years  997-1109	- 144 - 144 - 144 - 144 - 144	- - - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  65W AC adapter, USB Type-C, EcoDesign  492-BDMN  EPEAT 2018 Registered (Gold)  379-BDZB  Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	- 144 - 144 - 144 - 144	- - - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  65W AC adapter, USB Type-C, EcoDesign  492-BDMN  EPEAT 2018 Registered (Gold)  379-BDZB  Thank you choosing Dell ProSupport. For tech	- 144 - 144 - 144 - 144	- - - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  65W AC adapter, USB Type-C, EcoDesign  492-BDMN	- 144 - 144 - 144	- - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  340-DMQK  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN  391-BJCG	- 144 - 144	- - -
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  Intel Core Ultra vPro Essentials Label  340-DMQK  14" FHD 1920x1080, 60Hz, 250 nits, Non-Touch,	- 144	-
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Intel(R) Rapid Storage Technology Driver  409-BCYB		-
Bottom Cover for Intel H 28W CPUs  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone  Microphone  Microphone	- 144	-
Bottom Cover for Intel H 28W CPUs  5354-BBJY  FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter,  319-BBKH		
P. (	- 144	-
,	- 144	-
Intel Connectivity Performance Suite for Evo/vPro 640-BBTB	- 144	-
Intel® Core™ Ultra 5 125H Processor and Intel Integrated Graphics  329-BKCZ	- 144	-
3 Cell, 54WHr, Standard Battery 451-BDBN	- 144	-
Single Pointing, Fingerprint Reader (with CV3+) 346-BKVD	- 144	-
Quick setup guide for world wide 340-DMSB	- 144	-
Dell Additional Software 658-BFPP	- 144	-
Custom Configuration 817-BBBB	- 144	-
Packaging for Integrated Graphics + 65W Adapter 340-DQLZ	- 144	-
Intel AX211 WLAN Driver 555-BKTK	- 144	-
SERI Guide (ENG/FR/Multi) 340-AGIK	- 144	-
E4 Power Cord 1M for US 537-BBDO	- 144	-
ENERGY STAR Qualified 387-BBLW	- 144	-
Intel vPro Essentials Technology Enabled 631-BBXK	- 144	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth 555-BKND	- 144	-

Subtotal: \$145,612.80 Shipping: \$0.00 Estimated Tax: \$0.00

Total: \$145,612.80



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### **Important Notes**

#### **Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <a href="www.dell.com/terms">www.dell.com/terms</a> or <a href="www.dell.com/terms">www.dell.com/terms<

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on <a href="https://www.dell.com/offeringspecificterms">www.dell.com/offeringspecificterms</a> ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that

Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# <u>TOPIC:</u> APPROVE PURCHASE OF PORTABLE RADIOS FOR SCHOOL STAFF AND SAFETY & SECURITY STAFF

## **BACKGROUND:**

FWISD schools utilize handheld radios to communicate among administrators, to teachers, to staff between the main building and portable buildings or to coaches on the athletic fields, and to Safety & Security staff on a campus. Radios assigned to administrators and other staff designated by a principal also are programmed with the District Emergency Channel (Channel 7) which is monitored by Safety & Security in the District Emergency Operations Center. The replacement radios allow the schools to move to digital mode which provides better functionality.

The Safety and Security Department tested a new Motorola Mototrbo ION radio for use by the Area Advisors, Safety Officers, and department staff and found that it met our needs. The Motorola Mototrbo ION radio has enough programable capacity (>100 channels) to allow every frequency used in the district radios to programed and arranged so that security personnel can rapidly change frequencies to another pyramid and communicate on repeaters, digital, and analog channels. The radio also has WIFI capability and can perform other essential functions of an Android platform as well.

Part of this purchase is to replace certain older radio models that are analog mode only and to provide for replacement radios for school staff. Part of this purchase is for enough radios to provide for all Safety & Security Department staff, Area Advisors, and Safety Officers with greatly increased capability. This purchase is for thirty-five radios and the programming for forty-two radios (35 + the original 7).

## **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Purchase of Portable Radios for School Staff and Safety & Security Staff
- 2. Decline to Approve Purchase of Portable Radios for School Staff and Safety & Security Staff
- 3. Remand to Staff for Further Study

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

Approve Purchase of Portable Radios for School Staff and Safety & Security Staff

**FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6398-390

**COST**:

\$121,157.76

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

Continental Wireless

# **PURCHASING MECHANISM:**

Competitive Solicitation RFP 23-147

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

All Schools Safety & Security

# **RATIONALE**:

Rapid and reliable communication among staff members is essential to school safety. This purchase allows for replacement of some older radio models and for additional radios to improve Safety & Security staff communication.

## **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



REMIT TO: 10455 VISTA PARK RD DALLAS TX 75238 (972) 926-7443

# **QUOTATION**

QUOTE NO.: 94691 - 00 EC

DATE: 12/05/24
TERMS: NET 30
DELIVERY: DELIVER

TO: FWISD / SECURITY CARLOS MOLINA

7060 CAMP BOWIE BLVD FT WORTH, TX 76116

Please reference Quote No. on correspondence & purchase orders.

Prices firm for 30 days.

#### WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

300	D-800	5WATT UHF DIGITAL DMR 16CH RFP 23-147	125.80 Item Summary	37,740.00
			Item Summary	
				37,740.00
			Subtotal	37,740.00
			Outbound Frt	150.00
ı			Grand Total	37,890.00
ORDERS S	SUBJECT TO SHIPPING & HANDLING AND S.	ALES TAX IF APPLICABLE	TERMS SUBJ	ECT TO CREDIT REVIEW
BY	REGINA GONZALES	(972)926-7443 Ext 250	REGINA.GONZALES	@CNTLWIRE.COM
Accepte				
by			P.O. No.	
-	LEGAL NAME OF PURCHASER		_	
			Date _	
	AUTHORIZED SIGNATURE			



REMIT TO: 10455 VISTA PARK RD DALLAS TX 75238 (972) 926-7443

# **QUOTATION**

QUOTE NO.: 94699 - 00 EC

DATE: 12/06/24 NET 30 TERMS: **DELIVERY:** FEDEX GROUND

TO: FWISD / SECURITY Please reference Quote No. on CARLOS MOLINA correspondence & purchase orders. 7060 CAMP BOWIE BLVD

Prices firm for 30 days.

76116 FT WORTH, TX RFP 23-147

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

OTTS	Y ITEM	DESCRIPTION	INITE DELCE	TOTAL
QTY	Y ITEM	DESCRIPTION	UNIT PRICE	TOTAL
3	35 AAH90ZDU9RH1-N	MOTOTRBO ION 400-512 4W LTE CBRS GNSS BT WIFI	2,326.80	81,438.00
	2 PMKN4265	CABLE, DATA CABLE	74.88	149.76
4	PROGRAM	PROGRAMMING CHARGE PROG 35 PLUS 7 CUSTOMER HAS IN STOCK	40.00	1,680.00
		brock .	Item Summary	83,267.76
			Subtotal	83,267.76
			Grand Total	83,267.76
ORDER	RS SUBJECT TO SHIPPING & HANDLING AND S	SALES TAX IF APPLICABLE	TERMS SUBJ	ECT TO CREDIT REVIEW
BY	REGINA GONZALES	(972)926-7443 Ext 250	REGINA.GONZALES	@CNTLWIRE.COM
Accep	pted			
by			P.O. No.	
	LEGAL NAME OF PURCHASER			
			Date	
	AUTHORIZED SIGNATURE			

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

# **TOPIC:** APPROVE SUBSTITUTE ACCESS BADGE REISSUE

### **BACKGROUND:**

A security issue was identified by the district relating to the issuance of access cards to substitutes. To remedy the issue, a plan has been formulated to issue non-access cards to substitutes. A temporary access card will be issued to a substitute upon arrival at their assignment. At the end of the day the substitute will turn in the temporary access card to the school office staff. This will result in better control of school access.

This project is to purchase the blank (no access chip) identification cards to issue to substitutes, the blank temporary access cards (with access chip) that will be issued to each school, printing materials, and site license upgrades for the computers used to complete the project.

The purchase also includes blank access cards for Safety & Security to create SRO ID cards and first responder access cards for the Knox boxes on the school buildings.

# **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

## **ALTERNATIVES:**

- 1. Approve Substitute Access Badge Reissue
- 2. Decline to Approve Substitute Access Badge Reissue
- 3. Remand to Staff for Further Study

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

Approve Substitute Access Badge Reissue

**FUNDING SOURCE:** Additional Details

Special Revenue 429-52-6399-390

COST:

\$60,665.96

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

T & G ID Systems

# **PURCHASING MECHANISM:**

Cooperative Agreement FWISD contract 21-085, EPCNT

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

Talent Management All Schools Safety & Security

# **RATIONALE**:

This project fixes a potential security concern and better controls the number of individuals that have all access ID cards to our schools.

# **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



December 5, 2024

Ms. Diana Hough FWISD Talent Management 7060 Camp Bowie Blvd Suite 1015 Fort Worth, TX 76116 (817)814-2744 Email diana.hough@fwisd.org

Dear Ms. Hough:

The following is a quote for a supplies and access cards:

Quantity	Part Number/Description	Unit Price		Ext	ended Price
	3050PGGMN iClass SE Prox 30mil Composite,				
1,600	Card Range: Verify at time of order.	\$	4.35	\$	6,960.00
2,500	TG-771 Badge Holders	\$	0.65	\$	1,625.00
2,500	L4744 Lanyard, Breakaway with Wide Plastic Hook	\$	0.62	\$	1,550.00
6	Z800077-742 YMCKO ribbon, 750 images (375 dual sided)	\$	230.00	\$	1,380.00
3	800085-914 1 mil Laminate, Top, Clear, 750 images	\$	105.00	\$	315.00
3	800085-918 1 mil Laminate, Bottom, Clear, 750 images	\$	105.00	\$	315.00
1	Freight	\$	-	\$	-
	Total		•	\$	12,145.00

Please feel free to call me anytime if I can be of further assistance.

Sincerely,



November 8, 2024

Ms. Diana Hough FWISD Talent Management 7060 Camp Bowie Blvd Suite 1015 Fort Worth, TX 76116 (817)814-2744 Email diana.hough@fwisd.org

Dear Ms. Hough:

The following is a quote for a replacement Heater Assembly:

Quantity	Quantity Part Number/Description		Extended Price		
1	Zebra ZXP7-4 Heater Assembly	\$ 597.71	\$ 597.71		
1	Service Call 2 hours @ \$90.00/hour	\$ 180.00	\$ 180.00		
	Total		\$ 777.71		

Please feel free to call me anytime if I can be of further assistance.

Sincerely,



December 17, 2024

Ms. Diana Hough FWISD Talent Management 7060 Camp Bowie Blvd Suite 1015 Fort Worth, TX 76116 (817)814-2744 Email diana.hough@fwisd.org

Dear Ms. Hough:

The following is a quote for a supplies and access cards:

Quantity	Part Number/Description	Unit Price		Extended Price	
6,400	3050PGGMN iClass SE Prox 30mil Composite, 62051-68450	\$	4.35	\$	27,840.00
10,000	10,000 TG-771 Badge Holders		0.65	\$	6,500.00
8	Z800077-742 YMCKO ribbon, 750 images (375 dual sided)	\$	230.00	\$	1,840.00
20	800085-914 1 mil Laminate, Top, Clear, 750 images	\$	105.00	\$	2,100.00
20	800085-918 1 mil Laminate, Bottom, Clear, 750 images	\$	105.00	\$	2,100.00
800	PVC30W-S, 30mil white cards, singles	\$	0.12	\$	96.00
1	1 Freight		-	\$	-
	Total		·	\$	40,476.00

Please feel free to call me anytime if I can be of further assistance.

Sincerely,



December 17, 2024

Ms. Diana Hough FWISD Talent Management 7060 Camp Bowie Blvd Suite 1015 Fort Worth, TX 76116 (817)814-2744 Email diana.hough@fwisd.org

Dear Ms. Hough:

The following is a quote for a transferring 2 existing Asure ID 7 Site licenses and adding a 3<sup>rd</sup> Site License:

Quantity	uantity Part Number/Description		Unit Price		ended Price
1	1 Asure ID 7 Enterprise - Additional Site License		763.00	\$	763.00
1	Discount on Equipment and Software 25%	\$	(190.75)	\$	(190.75)
3	Load New Laptop with Asure ID 7 and attach to FWISD SQL Database (2 Site License Transfers, 1 New License)	\$	250.00	\$	750.00
	Total			\$	1,322.25

Please feel free to call me anytime if I can be of further assistance.

Sincerely,



December 3, 2024

Mr. Dominic Perez FWISD Safety and Security 7060 Camp Bowie Blvd Fort Worth, TX 76116 (817)814-2684 Email dominic.perez@fwisd.org

Dear Mr. Perez:

The following is a quote for access cards, printed hall passes, and badge holders:

Quantity	uantity Part Number/Description		Unit Price		ended Price
400	400 3050PGGMN iClass SE Prox 30mil Composite, 68451-68850		4.35	\$	1,740.00
400	ID Card "Hall Pass" Printed on 3050 Access card above	\$	1.25	\$	500.00
800	3050PGGMN iClass SE Prox 30mil Composite, 68851-69650	\$	4.35	\$	3,480.00
300	TG-771 Badge Holders	\$	0.75	\$	225.00
1	Freight	\$	-	\$	-
	Total			\$	5,945.00

Please feel free to call me anytime if I can be of further assistance.

Sincerely,

# CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN FORT WORTH ISD AND TEXAS TECH UNIVERSITY FOR THE PRINCIPAL FELLOWS PROGRAM

## **BACKGROUND:**

In the Fall of 2024, the Texas Education Agency opened the grant opportunity for the 2024- 2025 Principal Residency Grant, Cycle 7. FWISD chose to apply and was one of fifteen (15) districts that were chosen to receive an award out of a total of forty-eight (48) districts that applied. The main purpose of the grant is to provide FWISD an opportunity to increase the number of well-prepared diverse instructional leaders by building sustainable leadership pipelines and growing quality principal residency programs.

The grant requires the District to partner with an effective principal educator preparation program that provides residents with course content focused on best practices in campus leadership. The District partnered with Texas Tech University (TTU) to provide a 15-month Principal Fellows Program. The grant will allow the District and TTU to collaborate to work with six (6) current campus leaders who aspire to become principals. Those selected to be part of our Principal Fellows Program will be enrolled in a fifteen (15) month TTU graduate program where they will earn a Master's in Education Administration with Principal Certification. As part of the program, those selected will serve a year-long residency as a Principal Fellow during the 2024-2025 school year.

The Board approved the original agreement with TTU during the July 23, 2024 Board meeting. This Addendum clarifies that this is an Interlocal Agreement between the District and TTU and clarifies the payment made to TTU by the District for the program in addition to the grant funds received by the District.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

## **ALTERNATIVES:**

- 1. Approve Addendum to Interlocal Agreement between Fort Worth ISD and Texas Tech University for the Principals Fellows Program.
- 2. Decline to Approve Addendum to Interlocal Agreement between Fort Worth ISD and Texas Tech University for the Principals Fellows Program.
- 3. Remand to Staff for Further Study.

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

Approve Addendum to Interlocal Agreement between Fort Worth ISD and Texas Tech University for the Principals Fellows Program

**FUNDING SOURCE:** Additional Details

Special Revenue 255-23-6299-528

**COST**:

Principal Residency Grant Cycle 7 (2024-2025) To not exceed: \$75,137

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

Texas Tech University

## **PURCHASING MECHANISM:**

Interlocal Agreement

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

Fort Worth ISD Campus Leaders

## **RATIONALE**:

TEA requires a board-approved agreement with Texas Tech University as part of the Cycle 7 Principal Residency Grant Requirements. This Addendum clarifies that the agreement between the parties is an Interlocal Agreement.

## **INFORMATION SOURCE:**

Woodrow W. Bailey, III, Chief of Talent Management

# ADDENDUM TO THE AGREEMENT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS TECH UNIVERSITY

This Addendum to the Agreement Between the Fort Worth Independent School District and Texas Tech University ("Addendum") is made a part of the Agreement Between the Fort Worth Independent School District and Texas Tech University ("Contract") dated July 14, 2024 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, hereto duly authorized ("District"), and Texas Tech University, a Texas state institution of higher education ("TTU"), acting by and through its duly authorized representative. The District and Consultant will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract outlined below. As stated in Article 20 of the Contract, Agreement Modification: "An amendment to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of the parties, which may be communicated by email/letter, and will not require a formal medication of the Agreement." These additions shall be valid as if part of the original contract.

The Contract is hereby amended to add a preamble to clarify that the Contract is an Interlocal Agreement between the Parties. As such, the following Preamble is added to the Contract:

"WHEREAS, SPONSOR is the recipient of the following award (hereinafter referenced to as the "Prime Award" and attached hereto as Exhibit A):

Prime Award: Principal Residency Grant Cycle 7

Prime Award Sponsor: Texas Education Agency

Project Title: Principal Fellows Programs SPONSOR

Principal Investigator: Woodrow Bailey
TTU Principal Investigator: Fernando Valle

WHEREAS, said Prime Award involves an approved collaborative effort between SPONSOR and TTU, and TTU has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, the Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, the governing bodies of the Parties, individually and together do hereby adopt and find the foregoing promises and findings of said governing bodies; and

WHEREAS, each Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree, as follows."

Exhibit A of the Contract, is hereby amended to add an amendment to the program budget **Exhibit A-1**, hereby attached and incorporated into the Contract.

No other terms or conditions of the Contract are negated or changed as a result of this Addendum.

FOR DISTRICT:	FOR CONSULTANT:	
Signed:	Signed: Kellee Smith	
Name:	Name: Kellee Smith, MBA, CRA	
Title:	Title: Director, ORS	
Date:	Date: 01/06/2025	

# Exhibit A-1

# EXHIBIT A-1

Texas Education Agency

# 2024-2025 Principal Residency Grant Cycle 7 Letter of Interest (LOI) Application Due 11:59 p.m. CT, October 27, 2023

Texas Education Agency NOGA ID		piredilon buch	A A	Ten Jetto			
Authorizing legislation ESEA of 196	35, as amended by P.L	. 114-95, Every Stud	dent Succe	eds Act (ESSA	), Title II, Par	t A	
This LOI application must be submitted		•			Applications	amp-in da	te and time
The LOI application may be signed with are acceptable.	a digital ID or it may be	e signed by hand. Bo	th forms of	signature			
TEA must receive the application by 11:	59 p.m. CT, October 2	7, 2023.					
Grant period from	February 12, 202	4 - August 31, 20	25				
Pre-award costs permitted from	Pre-awar	d costs are not al	lowed.	1000			
Required Attachments							
Application Part 2: Budget Workbo Grants Opportunities page)	ok, Excel workbook	with the grant's b	udget sch	edules (linke	ed along wit	h this fo	orm on the T
Attachment 1: Leverage Leadership Attachment 2: Supplemental Narrati Attachment 3: Educator Preparation	ve Question Respor	ises A		4: Instruction 5: District C			eting
Amendment Number			TEN ST		200	781	
Amendment number (For amendn	nents only; enter N/	A when completing	ng this for	m to apply f	or grant fun	ds):	1
Applicant Information		POVERS TO	VO165			S VIIIA	
Organization Fort Worth ISD		CDN 220905 C	ampus NA	V	ESC 11	UEI	TPSZHCFZ
Address 7060 Camp Bowie Blvd		City Fort Wo	rth	ZIP 76116	Vendo	r ID 175	5-6001613
Primary Contact Jeimie Rodriguez	Email	jeimie.rodrigue	z@fwisd.o	rg	Pho	ne 817.8	814.2281
Secondary Contact Stephanie Polla	rd Email	stephanie.polla	rd@fwisd.	org	Pho	ne 817.8	814.2288
Certification and Incorporation			PART .		O SOLUTION I		
understand that this application co pinding agreement. I hereby certify and that the organization named all pinding contractual agreement. I ce compliance with all applicable fede	that the informatio bove has authorized ertify that any ensuin eral and state laws an	on contained in th I me as its represe ng program and a nd regulations.	is applicatentative to activity wil	ion is, to the obligate thi I be conduct	best of my s organizati ed in accor	knowle on in a l dance a	dge, correct legally nd
further certify my acceptance of the and that these documents are income	rporated by referen						
🗓 LOI application, guidelines, and			⊠ Deba	arment and	Suspension	Certifica	ation
☑ General and application-specific	Provisions and Ass	urances	X Lobk	ying Certific	ation		
Authorized Official Name Carmen	Arrieta-Candelaria		Title	hief Financi	al O cer		
Email carmen.arrietacandel@fwisc	d.org			Phone 817	814.2281		
Signature (armen Arrieta-Cande	laria			Date	10/30/20	24	
EA # 701-22-127 CAS # 500-24	202/	2025 Oringinal	Poeldone	Grant Cud	TANKA T		Dags 1 of 10

## **Shared Services Arrangements**

Shared services arrangements (SSAs) are **NOT** permitted for this grant.

### Statutory/Program Assurances

The following assurances apply to this program. In order to meet the requirements of the program, the applicant must comply with these assurances.

Check each of the following boxes to indicate your compliance.

- 1. The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this LOI will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- 2. The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- 3. The applicant provides assurance to adhere to all the Statutory and TEA Program requirements as noted in the 2023-2024 Principal Residency Grant Cycle 6 Program Guidelines.
- ☑ 4. The applicant provides assurance to adhere to all the Performance Measures, as noted in the 2023-2024 Principal Residency Grant Cycle 6 Program Guidelines, and shall provide to TEA, upon request, any performance data necessary to assess the success of the program.
- S. The applicant provides assurance that they accept and will comply with <u>Every Student Succeeds Act Provisions and Assurances</u> requirements
- (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines.
- ▼ 7. LEA assures that the principal residency is full-time and at least one year in length.
- 🗵 8. LEA assures that residents have no more than two hours per day of significant classroom responsibilities.
- 9. LEA assures that residents do not hold a principal certification in the state of Texas.
- 10. LEA assures that residents will receive ongoing support from an effective mentor principal or school leader who ensures the resident is exposed to substantial leadership opportunities
- 11. LEA assures that all mentor principals, district managers of the Principal Residency Grant, and EPP representatives managing resident's on- site coaching will be present at TEA Principal Residency Summer Institute in Summer 2024.
- ☑ 12. LEA assures that partner principal EPP provides residents with a full-time residency experience including certification; evidence-based coursework; opportunities to practice and be evaluated in a school setting; and consistent coaching and evaluation with a minimum of six sessions per year.
- 13. LEAs and EPPs must utilize Principal Residency Grant Fidelity of Implementation Rubric for LEAs and Principal Residency Grant Fidelity of Implementation Rubric for EPPs to design and implement residency.

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2024-2025 Principal Residency Grant Cycle 7

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# Statutory/Program Assurances, cont'd.

The following assurances apply to this program. In order to meet the requirements of the program, the applicant must comply with these assurances.

Check each of the following boxes to indicate your compliance.

- 14. If preliminarily selected for award, LEA assures they will select their EPP per their compliant procurement policies and procedures and will develop an MOU with the EPP and submit it to kyla.jaramillo@tea.texas.gov for approval.
- ▼ 15. LEA assures it will choose from the list of approved EPP providers. An approved provider list is posted on the TEA Grant Opportunity page, with all documents pertaining to the RFA.
- 🗵 16. If preliminarily selected for award, LEA agrees that the full grant award will not be released until TEA staff have concluded the negotiation process and verified that an approved EPP provider was selected and the MOU contains all the required elements, including the following: a) Courses that are designed to develop leader competencies including the Texas 268 Identified Integrated Pillars: Communication with Stakeholders; Diversity and Equity; Professional Development; Curriculum Alignment; Hiring, Selection and Retention; School Vision and Culture; Data-Driven Instruction; Observation and Feedback; Strategic Problem Solving, b) Course designs that explicitly connect course content, authentic leadership opportunities of residency, resources and materials, and course assessment measures, c) Residency design provides candidates with performance assessments of best practices for use in reflecting upon and refining specific competencies being developed, d) Residency design includes structured authentic leadership opportunities in which residents apply new learning and become familiar with various real-world contexts, e) Residency design utilizes formative feedback, provided to the resident at least on a weekly basis, as an essential tool in guiding learning toward objectives and formative and summative goals, and f) Residency design that uses differentiated methods to develop leader competencies.

## **Summary of Program**

Provide an overview of the program to be implemented with grant funds. Include the overall mission and specific needs of the organization. Describe how the program will address the mission and needs.

Fort Worth ISD (FWISD) is a large urban district in North Texas whose mission is to prepare ALL students for success in college, career, and community leadership. FWISD serves over 70,000 students, over 85% of whom are economically disadvantaged (compared to only 60.7% statewide), 77.3% of whom are at-risk (compared to only 53.5% statewide), and 36.8% of whom are English Language Learners (compared to 21.9% statewide). The student population at FWISD is very diverse with 64.8 Hispanic, 20.5% African American, 11.1% White, 1.7% Asian/Pacific Islander, .1% American Indian, and 1.8% Two or More Races. One of FWISD's highest priorities for campus leadership is to recruit and install leaders reflective of its students' racial and linguistic diversity that understand the importance of building community, that empower teachers and cultivate leadership skills, that utilize data and resources, that have a vision and plan, that create collaborative, inclusive learning environments, that lead by example, that persevere by staying with their campuses for at least five years, and that are committed to being lifelong learners. (Lathan) As demonstrated by the data provided above, the needs of FWISD are vast and emergent. In 2022, seven campuses received the equivalent of an "F" rating, 40 were labeled "Targeted" and 11 "Comprehensive" per the 2022-23 Title I Status. School leadership matters for school outcomes, including student achievement. This assumption has become commonplace since the publication of the highly influential Wallace Foundation–commissioned report by Leithwood and colleagues in 2004. Policymakers and researchers often quote the report's main conclusion that "leadership is second only to classroom instruction among all school-related factors that contribute to what students learn at school" (Leithwood et al. 2004, 5). Since the education landscape has changed, which has had important implications for school leadership. These changes include the following: the widespread adoption of high-stakes accountability systems that focus on student achievement; attention to racial and ethnic disproportionality in exclusionary discipline practices; and heightened attention to equity as a stand-alone policy and professional goal, often assessed by focusing on diverse learners. These changes have shifted the principal's role, altering expectations for what leaders need to know, how they spend their time, and the outcomes with which they must be concerned. (Grissom et al. 2021). To meet the needs of its diverse population of learners, FWISD will partner with Texas Tech University (TTU) to enroll promising principal candidates into its Principal Fellows Partnership Program, a federally funded alliance between the National Intitute of Excellence in Teaching, the TTU Educational Leadership Program, and school districts, partnering to prepare highly e ective teachers for a school leader career. The partnership jointly selects eligible candidates for a 15-month job-embedded administrator residency experience. Fellows (Residents) are mentored by a top performing principal in the school district. Fellows are also lead by TTU Leadership Faculty Coaches who develop context specific instructional leadership strategies to support and grow Fellows in the residency experience. The partnership will develop instructional leadership competencies, provides the experiences necessary to e ectively cultivate instructional coaching skills, and meet the specific needs of students, schools, and FWISD. Upon completion of the program, graduate Fellows will have a Master's Degree in Educational Leadership, their principal certification, and a new leadership role at a high needs FWISD campus. This program will equip emerging leaders with the skills necessary to meet the unique needs of FWISD students and to further the district's mission of preparing ALL students for success.

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#### Goals, Objectives, and Strategies

Describe the major goals/objectives of the proposed program. What activities/strategies will be implemented to meet those goals/objectives?

FWISD, the fifth largest district in Texas, faces many of the challenges common to large, urban school districts: learner diversity, significant achievement gaps, large bilingual and economically disadvantaged populations, and an ever-growing need for e ective and e cient leadership to manage such challenges. To address these needs, PReP will achieve the following needs-aligned objectives by August 2025: 100% of participants will complete coursework and certification requirements; 100% of assistant principal vacancies at critical needs schools will be filled by PReP graduates; 100% of graduates will be placed at FWISD campuses; 85% of graduates will report that the program satisfactorily prepared them for working in FWISD; 85% of PReP graduates will show an increase in pre-post scores on DOL assessment; 100% of graduates will be retained at a FWISD campus for at least two years; 85% of employees at campuses led by graduates will report positive campus climate; 70% of students at campuses led by graduates will realize statistically significant academic gains in core content areas relative to prior years, PReP will be a rigorous, expedited year-long program. Candidates who successfully complete PReP will have earned their Masters in Education Administration from Texas Tech and principal certification. All components of PReP are informed by current research indicating the following key features of successful innovative leadership programs: 1. Opportunity for reflection on leadership practice 2. A mentor and/or cohort network 3. A link between theory and practice 4. Contextual experiences in developing leadership skills prior to assuming an administrative position. PReP will consist of several components, including: a) degree and certification coursework delivered in partnership with Texas Tech; b) an on-site residency year, including action research; c) cohort support and Master Administrator coaching; and d) continual assessment of candidate performance.

#### Performance and Evaluation Measures

Describe the performance measures identified for this program which are related to student outcomes and are consistent with the purpose of the program. Include the tools used to measure performance, as well as the processes that will be used to ensure the effectiveness of project objectives and strategies.

Based on the analysis of FWISD Campus Needs Assessments (CNA), the District will recruit and train a minimum of 7 high-quality PreP candidates interested in campus instructional leadership. By 2025, 100% of program participants will complete program requirements, including assessments by the FWISD principal mentor using the FWISD Administrator Performance Evaluation; observations conducted by the FWISD mentor team using feedback forms for residents aligned with T-TESS rubrics provided by TEA evaluated by FWISD principal mentors and Texas Tech University Coaches and placed as a principal at a FWSID campus. The district will conduct a multi-source analysis using the district's data warehouse, surveys administered in Qualtrics, personnel records, campus needs assessments, and pre and post-DoL assessments to track transcripts, certification records, resident demographic data, and identity critical need campuses for the post-residency placement of graduates. Each resident will indicate a score of (4) agree or (5) strongly agree on at least 85% of the Mid-year and End-of-Year Formative and Summative surveys aligned to the Principal Residency Grant Fidelity of Implementation Rubric for both Local TEA Education Agencies (LEAs) and Educational Preparation Programs (EPPs). The district will use personnel records to track the retention of program graduates (100% of program graduates remaining within the FWISD for a minimum of two years). To positively impact teaching and learning at campuses led by PReP graduates, 85% of teachers at campuses led by a PReP graduate will report a positive climate at their campus (FWISD campus client survey administered in Qualtrics), and 70% of campuses led by a PReP graduate will show student growth in core content areas based on analyses relative to prior years as compared with similar student groups STAAR or MAP outcomes (data provided and tracked in the FWISD student data warehouse). In addition, the evaluation of the Principal Residency Program will include FWISD's Academic Return on Investment (A-ROI) evidence-based decision-evaluating method to assess the program's e ectiveness and its impact on student achievement. The A-ROI gives a framework for the district and its stakeholders to determine whether the investment in the program is justified by the educational outcomes it produces. Including the A-ROI will ensure that the specific goals and objectives of the principal residency program are aligned with the goals and objectives of the district; determine the key components and performance indicators that will help measure the program's impact on student achievement, and gather baseline data on the identified KPIs. This data provides a starting point against which the district will compare the program's impact; ensure that the program is structured and administered e ectively to maximize the assessment of candidate performance and its impact on student achievement.

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#### **Budget Narrative**

Describe how the proposed budget will meet the needs and goals of the program, including for staffing, supplies and materials, contracts, travel, etc. If applicable, include a high-level snapshot of funds currently allocated to similar programs. Include a short narrative describing how adjustments will be made in the future to meet needs.

The budget for PReP prioritizes the principal residents and their vetted program through TTU. Over 96% of the funding (\$525,000 requested, \$105,000 matched) will go straight to principal residents' salaries, mentor principal stipends, and the vetted program that will provide them with their Masters degrees and principals' certifications.

District Match: \$105,000 of local FWISD funds will be used to fund a portion (\$15,000) of each of the seven proposed residents' salaries.

The \$105,000 match will combine with \$350,000 in requested Principal Residency Grant funds to provide an average teacher's salary of \$65,000 to each of the seven residents, based on their years of service.

Each of the residents' mentor principals will receive a \$1,200 stipend.

Fringe benefits for the salaries and stipends total \$54,713.

FWISD has budgeted \$91,000 toward its contract with TTU for tuition and coaching costs for the ten principal residents who will receive their Masters and Principal Certifications.

Finally, FWISD has budgeted \$500 each in supplies and other operating costs to cover a small amount of incidental supplies and mileage for program sta.

Indirect costs are calculated at FWISD's negotiated restricted rate of 4.529%, approved by the Texas Education Agency for school year 2023-2024. They total \$19,887.

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#### **Program Requirements**

1. The LEA must provide a description of the targeted recruitment and selection process which utilizes demonstrated criteria including evidence of measurable student achievement, strong evaluations/appraisals, interpersonal leadership, effective response to observations and feedback, evidence of strategic problem solving, and growth mindset. LEA must also provide their plan for considering the degree to which the diversity of the residents mirrors that of the student population in their recruitment and selection strategy.

Like many large, urban districts, FWISD faces a "quality not quantity" challenge in staing its school leadership positions. Research continues to show the benefits of educators of color on all students and the positive e ects of same-race principals on students and teachers of color—more Black students in advanced courses, higher math scores, and the hiring of more Black teachers, for example. (Superville, 2021) Additionally, While FWISD has little diculty drawing many applicants with principal certifications, the greatest challenge comes from a dearth of applicants with the requisite diversity, commitment, skills, quality training, and experience to become highly e ective campus administrators. In order to address this challenge, PReP recruitment and selection will focus heavily on both drawing a targeted, proven applicant pool as well as screening applicants against rigorous, comprehensive, and well-defined criteria to ensure a cadre of committed and high-quality participants. FWISD is committed to building a diverse and inclusive workforce that reflects its students' racial and linguistic diversity. Promoting from within and actively seeking out candidates of color when opportunities arise are crucial to boosting leadership diversity. FWISD will utilize dynamic recruitment strategies to reach underrepresented populations such as targeted outreach, informational symposiums, referrals, and nominations. Leadership will recruit possible candidates through two specific methods: \*Market in ideal places. PReP recruitment will include targeted advertising in district publications, at instructional sta meetings, and via social media. At least two local information sessions will be held for interested marketing respondents to learn about the opportunities and challenges provided by PReP. \*Seek nominations from respected leaders. The majority of recruitment will rely on existing and successful principals, FWISD Learning & Leading personnel, and content specialists to tap individuals who have shown instructional leadership and professional commitment on their home campuses. Principals and central administrators will be informed about requirements and challenges and will be invited to make candidate recommendations for the program. The selection process will consist of a screening rubric to ensure it is fair and rigorous, prioritization of diversity, evidence of improved student outcomes, review of T-TESS evaluations for evidence of excellence, rigorous interviews, and letters of interest.

2. Provide a description of the year-long, full-time residency that includes the following opportunities for the resident: a) sustained and rigorous clinical learning in an authentic school setting; b) substantial leadership responsibilities such as the ability to address and resolve a significant problem/challenge in the school that influences practice and student learning; c) the skills needed to establish and support effective and continuous professional development with assigned teaching staff; d) the ability to facilitate stakeholders' efforts to build a collaborative team within the school to improve instructional practice, student achievement, and the school culture, e) how the district and EPP will support the candidate's gradual release of responsibility, and f) provide frequent short cycle coaching related to intentionally designed learning experiences.

PReP's residency will include all required opportunities for the residents. a) PRs will receive training during a 15 month-long residency that includes coaching from an e ective principal in a high need, high performing school; hands-on instructional leadership experience; and a curriculum that focuses on e ective instructional practices, recruiting and supporting e ective sta and leadership teams; developing a school vision and continuous improvement plan; addressing the needs of specific student populations, managing school organizations; and engaging community members and parents. b) The MP will consistently involve the resident in authentic leadership opportunities like walkthroughs, PLCs, data analysis, grievances, master scheduling, extracurriculars, discipline, and more. MPs will have multiple opportunities to address and resolve significant problems/challenges at their assigned campus with support and feedback from their mentor. c) PRs will focus on Human Capital Development, Instructional Leadership, Data-Driven Decision Making, and Culture & Equity Access. They will learn to coach teachers, become proficient in content and pedagogy, identify needs and areas of growth with evidence as well as TTESS evidence ratings, break down data by demographics, and ensure teachers receive PD, observation, and feedback cycles. d) For Campus Context, the importance of context in decision-making will be emphasized. PRs will reflect on the interactions between students, teachers, and content, learning what these interactions look and sound like and how to promote a collaboration of an e ective learning environment amongst these stakeholders. e) PRs will be released from the program gradually by their mentors, coaches, and instructors to stand on their own as school leaders. f) PRs will learn by and be coached through contextual assignments from campus problems of practice as part of the TTU curriculum.

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#### Program Requirements (Cont.)

3. The LEA must provide a description of Data-Driven Instruction systems currently implemented at campus level and complete the Leverage Leadership Readiness Assessment: Data-Driven Instruction provided in Attachment 1.

Under the leadership of newly installed Superintendent, Dr. Angelica Ramsey, FWISD is committed t the following areas of focus: Data Driven Instruction with Observation and Feedback, Curriclum/Standards Alignment, and MTSS. These foci align with the E ective School Framework and establish a foundation for all of campuses, including those in school improvement. FWISD has adopted the tenets of Data Driven Instruction found in "Driven By Data 2.0" written by Paul Bambrick-Santoyo. In July, September, November, and January all FWISD principals and assistant principals received professional learning centered around data driven instruction including a kicko training in September led in person by Paul Bambrick-Santoyo. This model centers around four components necessary to be truly data-driven: Assessment, Action, Analysis, and Data-Driven Culture. When conducted properly, using data to inform teaching practice is one of the most e ective ways to help students achieve success. Data-driven instruction involves changing a school's focus from what was taught" to "what was learned." ASSESSMENT - Assessment is crucial in defining exactly what instruction should take place. CORE DRIVERS: 1. Assessments must be common and interim. 2. Assessments must be the starting point and must be transparent. 3&4. Assessments must be aligned. 5. Assessments must re-assess previously taught standards. ANALYSIS - CORE DRIVERS: 1. It must include user-friendly data reports. 2. It must be conducted with Test in Hand. 3. Analysis must be deep. 4. Results from analysis must be turned around immediately. 5. Analysis must include e ectiveness analysis meetings. ACTION - After implementing assessments and conducting deep analysis, the next step is to take action and address student strengths and weaknesses. CORE DRIVERS: 1. Action must involve a plan. 2&3. Successful implementation and ongoing assessment are key to the action plan. 4. Accountability is necessary for successful action. 5. Actions must engage students. CULTURE - CORE DRIVERS: Data-driven schools must have the right leadership team. 2. Data-driven schools need an implementation calendar. 3. Data-driven schools build by borrowing. 4&5. E ective professional development is necessary to prepare teachers and leades.

4. The LEA must provide a description of Observation and Feedback systems currently implemented at campus level and complete the Leverage Leadership Readiness Assessment: Observation and Feedback provided in Attachment 1.

To accompany its work with Paul Bambrick-Santoyo on DDI, FWISD has adopted "Get Better Faster" (GBF) to launch teacher development. GBF is a set of instructive tools of how school leaders can e ectively guide teachers to success. It focuses on the actionable to drive e ective coaching. The four phases of GF are: PHASE 1 – Pre-teaching, with its Management Trajectory that focuses on routines and procedures and strong voice, and its Rigor Trajectory that teaches the writing and internalization of lesson plans. PHASE 2 – Days 1-30, with its Management Trajectory focusing on Independent Practice that includes rollout and monitoring routines, including routines and procedures, "teacher radar" and the "whole-class reset" and its Rigor Trajectory that focuses on writing the exemplar, independent practices, and monitoring aggressively. PHASE 3 – Days 31-60, with its Management Trajectory which focuses on engaging every student by building momentum, pacing, narrating the positive, and individual student corrections and its Rigor Trajectory that focuses on responding to student learning needs including habits of evidence, checking for whole-group understanding, and modeling. PHASE 4 – Days 61-90 with its Management Trajectory that sets routines for discourse by engaging students in small groups work and its Rigor Trajectory that includes guided discourse, the use of universal prompts, and habits of discussion. All secondary principals have received this training and all elementary principals will complete the training by March 2024 before residents will be assigned to campuses. FWISD has been focusing on providing professional learning to Principals and Assistant Principals focused on creating systems for observation and feedback. Principals and Assistant Principals (APs) received training during the 2022-2023 school year focused on providing actionable and "bite-sized" feedback. Principals and APs have been provided with a walk-through observation and feedback tracking document that allows Principals and APs to track the number of observations that have been conducted. The Eduphoria system is utilized in Fort Worth ISD to provide feedback to teachers with a focus on praise, polish, and the bite sized action step that needs to be executed. The Principal/AP enters the date of the observation to observe the action step as part of closing the feedback loop. Principals and APs have access to a coaching conversation document on Eduphoria to document coaching meetings. Principals will utilize the GBF to determine highest leverage action steps to improve instructional practices and executive directors and principal supervisors will monitor and support the selection of action steps and coaching sessions with teachers.

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Program Requirements (Cont.)

5. The LEA must provide a description of a sustainability plan for the continuation of the Principal Residency Program beyond the 2024-25 school year.

FWISD plans to sustain PReP beyond the end of the grant period by leveraging federal, state, and local funding to support the costs associated with strategies and activities outlined in the budget narrative. State and Federal grant funds are key, and FWISD plans to continue to aggressively seek additional grant awards, as detailed in the comprehensive sustainability plan. The PReP management committee, facilitated by FWISD Grants will lead the search for funding to support aspects of the project that require ongoing funding. The Chief of Talent Management will ensure that research-based training reforms will continue to be implemented with fidelity after the grant ends. The primary aspect of this project that will ensure sustainability of reforms is that the activities and research-based models selected are based on building capacity for systemic progress and growth through the "Trainer of Trainers" model. The skills and knowledge gained by the mentor principals will be key capital investments that will continue paying dividends in the knowldge of campus leaders after grant completion. Additionally, FWISD is currently implementing Academic Return on Investment (A-ROI), an analytic approach that quantifies the impact of a particular program or intervention on student growth to determine program e ectiveness and sustainability. The goal of A-ROI is to use data to analyze which programs and services are producing the best outcomes for students, while maximizing the use of resources. The A-ROI approach is a deeper method of program evaluation that is typically conducted in most districts due to three key additions: 1. Consideration of Program Costs, including the cost of sta time. A program that leads to a slight improvement might look successful when only outcomes are considered, but the fact that it costs triple the alternative may not be considered in a traditional evaluation. 2. A-ROI analysis goes beyond looking at results by demographic groups, and looks more specifically at educational needs. Grouping students by specific educational needs such as baseline reading ability or academic egagement enables more e ective analysis of how well a program is in meeting specific student needs. 3. The final recommendatin for A-OI analysis allows districts to strategically target services to students with specific needs. Oftentimes evaluation is conducted to determine if a program should be maintained or ended. With A-ROI analysis that incorporates thoughtful student segmentation, districts can take measures to more accurately target services to students who benefit from them the most.

6. The LEA must provide a clear description of a current or <u>proposed</u> communication system between the EPP team and key district personnel.

The key component to PReP's success is the communication plan between FWISD and TTU, which will be employed throughout all stages of the project, from recruitment and admission, throughout the residency and coursework, and concluding with graduation and placement at a FWISD campus. Research suggests that close collaboration between institutes of higher education and districts enhances program consistency and helps to develop a sense of shared purpose and a common vocabulary ("School Leadership Study," Davis, et al., 2005). During the program design, FWISD and TTU leadership developed a draft MOU to outline the commitments of the PReP partnership and to be signed upon award. Through PRePs continuum of communication TTU faculty will provide their content expertise in both delivering the PReP coursework and in helping FWISD design and tailor the PReP curriculum to meet both theory, licensure, and FWISD-specific needs. TTU faculty representatives will be involved in all aspects of the program and will be asked to join the PReP Management Committee which will meet monthly and PReP Advisory Council, which will meet quarterly. RECRUITMENT & ADMISSION: Expanding outreach through partnerships – PReP partner, TTU, will also be asked to market the PReP program to highly-qualified individuals applying for the TTU Masters in Education Administration program. University applicants that evince outstanding records of leadership and achievement will be informed about PReP and will be invited to PReP information sessions. Applicants recommended by the PReP screening committee will be interviewed by a panel comprised of the FWISD project director, the Chief of Talent Management, at least one member of the TTU College of Education faculty, and at least one successful FWISD principal. RESIDENCY & COURSEWORK: Members of participating TTU faculty will meet monthly with the FWISD PReP Leadership Team to review curriculum, discuss candidate progress, ensure the completion of licensure exam topics, and plan for upcoming sessions. TTU faculty will be invited to join the PReP Advisory Council to participate in strategic planning. GRADUATION & PLACEMENT: To graduate from PReP, a participant must complete their residency year with a "successful" rating, pass all required university degree and licensure coursework, pass the state administrator licensing exam, and be granted o cial completion status by the FWISD Chief of Talent Management. Candidates having diculty at any stage in the training process will work individually with TTU personnel and FWISD project director to develop a performance plan for completion.

RFA # 701-23-127 SAS # 599-24

2024-2025 Principal Residency Grant Cycle 7

Page 8 of 10

CDN 220905	Vendor ID 175-6001613		Ame	endment # 1		
<b>Equitable Ac</b>	cess and Participation					
		hether any	barriers exist to equitable access and participation	for any groups		
that receive ser	that receive services funded by this program.  The applicant assures that no barriers exist to equitable access and participation for any groups receiving services					
_ Barriers	exist to equitable access and pa	rticipation fo	or the following groups receiving services funded b	y this grant, as		
describe	d below.					
Group		Barrier				
Group	Group Barrier					
Group		Barrier				
Group		Barrier				
PNP Equitable	le Services					
Are any private	nonprofit schools located with	in the applic	cant's boundaries?			
Yes	○ No					
			u have completed the section. Proceed to the next pag	ge.		
Are any private	nonprofit schools participating	in the prog	gram?			
← Yes						
		top here. You	u have completed the section. Proceed to the next page	ge.		
5A: Assurance			1 1 1 1/2 Continue 1117/4/11 and/on			
The LEA	assures that it discussed all col	isultation re Il eligible pri	quirements as listed in Section 1117(b)(1) and/or ivate nonprofit schools located within the LEA's bo	undaries.		
	The LEA assures the appropriate Affirmations of Consultation will be provided to TEA's PNP Ombudsman in the manner and time requested.					
5B: Equitable	Services Calculation					
1. LEA's studer	nt enrollment					
2. Enrollment	of all participating private school	ols				
3. Total enrollr	nent of LEA and all participating	g PNPs (line	1 plus line 2)			
4. Total curren	t-year program allocation					
5. LEA reservat	ion for direct administrative co	sts, not to ex	cceed the program's defined limit			
6. Total LEA an	nount for provision of ESSA PNI	equitable s	ervices (line 4 minus line 5)			
7. Per-pupil LE	A amount for provision of ESSA	PNP equital	ble services (line 6 divided by line 3)			
	LEA's total require	d ESSA PNP	equitable services reservation (line 7 times line	2)		

2024-2025 Principal Residency Grant Cycle 7

RFA # 701-23-127 SAS # 599-24

Page 186 of 326

Page 9 of 10

CDN 220905 | Vendor ID 175-6001613

Amendment # 1

#### Appendix I: Amendment Description and Purpose (leave this section blank when completing the initial application for funding)

An amendment must be submitted when the program plan or budget is altered for the reasons described in the "When to Amend the Application" document posted on the <u>Administering a Grant</u> page. The following are required to be submitted for an amendment: (1) Page 1 of the application with updated contact information and current authorized official's signature and date, (2) Appendix I with changes identified and described, (3) all updated sections of the application or budget affected by the changes identified below, and, if applicable, (4) Amended Budget Request. Amendment Instructions with more details can be found on the last tab of the budget template.

You may duplicate this page

mended Section	Reason for Amendment
udget Narrative	Reduced amount by \$75K due to reduction in resident class to six from seven.
ummary of Program	
;e	Added new point of contact, Jeimie Rodriguez, to replace Mirgitt Crespo.
-A # 701-23-127 SAS # 599-24	2024-2025 Principal Residency Grant Cycle 7 Page 10 o

#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

#### IMPORTANT NOTICE: Application Part 2 (these budget pages) is not compatible with Google Docs.

Complete the supporting budget worksheets first, i.e., 6100, 6200, 6300.... The Program Budget Summary worksheet is linked to and will auto-populate with the amounts you entered on the respective supporting budget worksheets. All budgeted amounts must be entered in whole dollar amounts. Do not enter any cents.

On each supporting budget worksheet, complete the Total Program Costs and Total Direct Admin Costs lines. Together these lines must equal the Grand Total otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.

If pre-award costs are allowable, budget all pre-award costs in the Pre-Award Cost column on the appropriate supporting budget worksheet(s).

#### Payroll 6100

Complete this worksheet to request payroll costs. Do not request funds for consultants or contractors on this worksheet; those funds should be requested on the Professional and Contracted Services 6200 worksheet.

#### **Professional and Contracted Services 6200**

Complete this worksheet to request professional services, consulting services, and contracted services.

#### Supplies and Materials 6300

Complete this worksheet to request supplies and materials.

#### Other Operating Costs 6400

Complete this worksheet to request other operating costs. Be sure to comply with documentation requirements, where applicable.

#### **Capital Outlay 6600**

Complete this worksheet to request capital outlay costs.

Capital outlay means funds budgeted or expended to purchase capital assets, such as equipment, or expenditures for the acquisition cost of capital assets. Capital assets are tangible or intangible assets having a useful life of more than one year, which are valued at \$5,000 or greater per unit, or the applicant's capitalization level, whichever is less. Capital outlay may include expenditures to make improvements to capital assets that materially increase their value or useful life.

#### **Program Budget Summary**

This worksheet auto-populates from the supporting budget worksheets for Program Costs, Direct Admin Costs, and Pre-award Costs, if applicable. There are only a few fields that may require input from the grantee, if applicable, such as indicating *Consolidate Administrative Funds, Indirect Costs, Shared Services Arrangement,* or the *Administrative Cost Calculation*.

Consolidate Administrative Funds - If applicable, click on the cell, then click on the arrow that appears. Select "Yes, No or N/A" from the drop down selection.

Indirect Costs - Enter the current, approved restricted or unrestricted indirect cost rate in the percentage field on line 7. Refer to the Maximum Indirect Cost Handbook to calculate the maximum indirect costs that may be claimed for the grant and enter the amount of indirect costs budgeted for this grant on line 7 under the Admin Cost column.

Maximum Indirect Cost Workbook link.

Shared Services Arrangement - If applicable, enter amount of payments to member districts on line 9.

Administrative Cost Calculation - Enter the Total Grant Amount Requested on line 10 to determine the maximum amount allowable for administrative costs, including indirect costs.

For further guidance, refer to the Budgeting Costs Guidance Handbook.

#### 2024-2025 Principal Residency Cycle 7 Grant

#### Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

County District Number or Vendor ID:			r amendments only):	
	Payroll Costs (61	00)	STORY OF THE PROPERTY.	
Employee Position Title	Estimated # of Positions 100% Grant Funded	Estimated # of Positions Less than 100% Grant Funded	Grant Amount Bu	udgeted
Academic/Instructional		92-2430-1-1-2		
1 Teacher			\$	
2 Educational Aide			\$	:=:
3 Tutor			\$	:(e:
Program Management and Administration				
4 Project Director			\$	18:
5 Project Coordinator				
6 Teacher Facilitator			\$	
7 Teacher Supervisor			\$	
8 Secretary/Admin Assistant			\$	*
9 Data Entry Clerk			\$	*
10 Grant Accountant/Bookkeeper			\$	*
11 Evaluator/Evaluation Specialist			\$	= =
Auxiliary				
12 Counselor			\$	=
13 Social Worker			\$	
14 Community Liaison/Parent Coordinator			\$	= =
Other Employee Positions				
21 Principal Residents	6		\$	300,000
22 (Enter position title here)			\$	*
23	Subtot	al Employee Costs:	\$	300,000
Substitute, Extra-Duty Pay, Benefits Costs				
24 6112 - Substitute Pay			\$	-
25 6119 - Professional Staff Extra-Duty Pay			\$	17,200
26 6121 - Support Staff Extra-Duty Pay			\$	
27 6140 - Employee Benefits			\$	52,425
28 61XX - Tuition Remission (IHEs only)			\$	
29 Subtota	l Substitute, Extra-Duty I			69,625
30		Grand Total:		369,625
31		al Program Costs*:		369,625
32	Total <u>Di</u>	rect Admin Costs*:	\$	
*Complete the Total Program Costs (line 31) and Total	Direct Admin Costs (line	32) lines. The sum of	of these lines must equal the	Grand Total (line

For budgeting assistance, see the Allowable Cost and Budgeting Guidance section of the Grants Administration Division

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Via telephone/fax/email (circle as appropriate):	By TEA staff person:			

#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

County District Number or Vendor ID: Amendment #:

0

Professional and Contracted Services (6200)

NOTE: Specifying an individual vendor in a grant application does not meet the applicable requirements for sole-source providers. TEA's approval of such grant applications does not constitute approval of a sole-source provider. Please provide a

brief description for the service and purpose.

	Description of Service and Purpose	Grant A	mount Budgeted
	6269 - Rental or lease of buildings, space in buildings, or land	199	
1		\$	
	Service: Texas Tech University		
2	Specify purpose: Vetted educator preparation program	\$	53,388
	Service:		
3	Specify purpose:	\$	180
	Service:		
4	Specify purpose:	\$	
	Service:		
5	Specify purpose:	\$	<u> </u>
	Service:		
6	Specify purpose:	\$	#
	Service:		
7	Specify purpose:	\$	
	Service:		
8	Specify purpose:	\$	<u> </u>
9	Subtotal of professional and contracted services requiring specific approval:	\$	53,388
	Remaining 6200 - Professional and contracted services that do not require specific		
10	approval.	\$	
11	Grand Total:	\$	53,388
12	Total Program Costs*:	\$	53,388
13	Total Direct Admin Costs*:		

\*Complete the Total Program Costs (line 12) and Total Direct Admin Costs (line 13) lines. The sum of these lines must equal the Grand Total (line 11) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.

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#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

County	District Number or Vendor ID:	Amendment #:	0
	Supplies and Materials (63	00)	
	Expense Item Description	Grant Amount Budgeted	
1	Remaining 6300 - Supplies and materials that do not require specific approval:	3	100
2	Grand Total:	\$	100
3	Total Program Costs*:	\$	100
4	Total Direct Admin Costs*:	\$	30

<sup>\*</sup>Complete the Total Program Costs (line 3) and Total Direct Admin Costs (line 4) lines. The sum of these lines must equal the Grand Total (line 2) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.

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#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

-00	inty District Number or Vendor ID:	Amendment #:
148	Other Operating Costs (6400)	
	Expense Item Description	Grant Amount Budgeted
1	6411 - Out-of-state travel for employees. Must be allowable per Program Guidelines and grantee must keep documentation locally.	\$
	6412 - Travel for students to conferences (does not include field trips).  Requires pre-authorization in writing.	\$
3	Specify name and purpose of conference:  6412/6494 - Educational Field Trip(s). Must be allowable per Program  Guidelines and grantee must keep documentation locally.	\$
4	6413 - Stipends for non-employees other than those included in 6419.	\$
	6419 - Non-employee costs for conferences. Requires pre-authorization in writing.	\$
6	6411/6419 - Travel costs for officials such as Executive Director, Superintendent, or Local Board Members. Allowable only when such costs	
	are directly related to the grant. Must be allowable per Program Guidelines and grantee must keep travel documentation locally.	
	and grantee must keep travel documentation locally.  6495 - Cost of membership in civic or community organizations.	\$
	and grantee must keep travel documentation locally.	\$ -
9	and grantee must keep travel documentation locally.  6495 - Cost of membership in civic or community organizations.  Specify name and purpose of organization:  64XX - Hosting conferences for non-employees. Must be allowable per Program Guidelines, and grantee must keep documentation locally.  Subtotal of other operating costs (6400) requiring specific approval:	\$
	and grantee must keep travel documentation locally.  6495 - Cost of membership in civic or community organizations.  Specify name and purpose of organization:  64XX - Hosting conferences for non-employees. Must be allowable per  Program Guidelines, and grantee must keep documentation locally.  Subtotal of other operating costs (6400) requiring specific approval:  Remaining 6400 - Other operating costs that do not require specific	\$
	and grantee must keep travel documentation locally.  6495 - Cost of membership in civic or community organizations.  Specify name and purpose of organization:  64XX - Hosting conferences for non-employees. Must be allowable per Program Guidelines, and grantee must keep documentation locally.  Subtotal of other operating costs (6400) requiring specific approval:  Remaining 6400 - Other operating costs that do not require specific approval.	\$ -
10	and grantee must keep travel documentation locally.  6495 - Cost of membership in civic or community organizations.  Specify name and purpose of organization:  64XX - Hosting conferences for non-employees. Must be allowable per Program Guidelines, and grantee must keep documentation locally.  Subtotal of other operating costs (6400) requiring specific approval:  Remaining 6400 - Other operating costs that do not require specific approval.  Grand Total:	\$ - \$ 7,000 \$ 7,000

automatically populate on the Program Budget Summary worksheet.

In-state travel for employees does not require specific approval.

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#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

Cou	ntv District	Number or vendor ID:		220	905					Amendme	nt#	0
Grant Period: March 21, 2023 - A Pre-award costs are		_			i Funa		Code		255			
			in it his	10	Budget Su	mmar	y				المرجارين	
							Sour	ce of	Funds			
	Descrip	otion and Purpose	Class/ Object Code	Pro	gram Cost	Admi	Direct nistrative Cost	Bud	Total geted Cost		Cos	st Match Cost
1	Payroll Cos	sts	6100	\$	369,625	\$		\$	369,625		\$	90,000
2	Profession	al and Contracted Service	6200	\$	53,388	\$		\$	53,388		100	
3	Supplies ar	nd Materials	6300	\$	100	\$	¥	\$	100		\$	
4	Other Ope	rating Costs	6400	\$	7,000	\$	ä	\$	7,000		\$	:#K
5		Total Dire	ct Costs:	\$	430,113	\$	200	\$	430,113		\$	90,000
6		*Indire	ct Costs:			Man 1		\$	19,887		\$	i e L
7		Total of All Budgete	d Costs :	\$	430,113	\$	( <del>*</del> 0	\$	450,000		\$	90,000
			Direc	t Ad	ministrativ	e Cost	Calculati	on				
10			Total of A	All Bu	idgeted Co	sts (fro	m line 8):	\$	450,000			
11		Direct Adn	ninistrat	ion (	Cap per Pro	gram (	Guidelines	3	0.08			
12		Maximum amount a	llowable	for o	direct admi	nistra	tive costs	\$	36,000	ST TO THE		

\*For current year indirect cost rates, please visit the Federal Fiscal Compliance and Reporting <u>Indirect Cost Rates</u> page.

Indirect costs are not required to be budgeted in the grant application in order to be charged to the grant. Indirect costs are calculated and

To calculate the maximum indirect cost, please use the <u>Maximum Indirect Costs Worksheet</u> on the Grants Administration Division's Administering a Grant page.

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Via telephone/fax/email (circle as appropriate)	By TEA staff person:			

#### 2024-2025 Principal Residency Cycle 7 Grant

Authorized by: ESEA of 1965, as amended by P.L. 114-95, ESSA, Title II, Part A

714111011111111111111111111111111111111				_
County District Number or vendor ID:	220905	Amendment #	0	
•	SUBMITTING AN AMEN	NDMENT		

This worksheet is used to amend the budget of a grant application that has been approved by TEA and issued a Notice of Grant Award (NOGA). Refer to the amendment instructions (orange tab) located on this Excel workbook for information about when to submit an amendment and the documents required.

AMENDED BUDGET REQUEST					
Description	Class/ Object Code	A. Grand Total from Previously Approved Budget	B. Amount Deleted	C. Amount Added	D. New Grand Total
1 Payroll Costs	6100				\$ ==
2 Professional and Contracted Services	6200				\$
3 Supplies and Materials	6300				\$
4 Other Operating Costs	6400				\$ =
5 Capital Outlay	6600				\$
	al Direct Costs:	\$ -	\$ **	\$ -	\$ -
7	Indirect Costs:				\$
8	Total Costs:	\$	\$	\$ =	\$ -

Shared Services Arrangement										
9	6493	Payments to member districts of shared	\$	180	\$		\$		\$	¥

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Changes on this page have been confirmed with:	On this date:
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#### **Instructions: Request for Amendment**

After the original application is approved and the grantee has received the Notice of Grant Award (NOGA), the grantee may need to make changes to the budget or the planned program. Most grantees are permitted to make some changes to the budget or program without notifying or getting approval from TEA. (Some grantees are required to notify and get approval from TEA for all changes to their budget or programs.) In other cases, however, the grantee is required to submit formal notice to TEA of the desire or intent to change the budget or program.

For all grants, regardless of dollar amount, prior written approval is required to make certain changes to the application. Refer to the "When to Amend the Application" document posted in the Amendment Submission Guidance section of the Grants Administration Division's Administering a Grant page to determine when an amendment is required for this grant. https://tea.texas.gov/Finance\_and\_Grants/Administering\_a\_Grant.aspx. "When to Amend the Application" provides details on which grantees are and are not required to submit amendments and when amendments are required. Also refer to the General and Fiscal Guidelines, Amending the Application, for more detailed information about amendments.

Regardless of how a grantee amends the application to distribute funds among the class/object codes, the grantee is still responsible for carrying out the scope and objectives of the grant as described in the approved application.

TEA reserves the right to reject unnecessary amendments without reviewing and approving them.

#### **Submitting an Amendment**

An amendment must be submitted when the program plan or budget is altered for the reasons described in the "When to Amend the Application" guidance posted in the Amendment Submission Guidance section of the Administering a Grant page of the TEA website.

#### **How to Submit an Amendment**

An amendment shall be submitted by email. Full competitions should submit amendments to competitivegrants@tea.texas.gov. LOI competitions should submit amendments to loiapplications@tea.texas.gov.

The last day to submit an amendment to TEA is listed on the TEA Grant Opportunities page. An amendment is effective on the day TEA receives it in substantially approvable form. All amendments are subject to review and approval by TEA.

#### Pages to Include with an Amendment

Required for all amendment requests

- 1. Page one of the application with up-to-date contact information and current authorized official's signature and date
- 2. Appendix I: Amendment Description and Purpose

Required for budget amendment requests

- 3. Amended Budget Request from the Excel budget workbook
- 4. Updated Program Budget Summary from the Excel budget workbook
- 5. Updated supporting budget pages from the Excel budget workbook

#### **Assembling the Amendment**

Follow these steps to complete all schedules required to be submitted:

#### 1. Complete page 1

- a. Complete the box in the upper right corner of the schedule by indicating the number of the amendment. The first amendment you submit for the grant is #1; if that amendment is approved, the next amendment becomes #2.
- b. Ensure all applicant information is current and correct.
- c. Ensure the authorized official information is current and correct. The authorized official must sign and date with the date that the amendment is being submitted.

#### 2. Complete Appendix I: Amendment Description and Purpose

- a. Choose the section you wish to amend from the drop down menu
- b. Describe the changes you are making and the reason for the changes. Always work with the most recent negotiated or amended application. If you are requesting a revised budget, please include the budget attachments with your amendment.

(example) Payroll 6300 —Reduce amount for extra-duty pay—Staff was able to complete training during regular working hours.

- 3. If you are requesting a budget change, complete the Amended Budget Request page from the Excel budget workbook
  - a. In column A, enter the grand total for each class/object code in the most recently approved application or amendment.
  - b. In column B, enter the amount being deleted from each class/object code.
  - c. In column C, enter the amount being added to each class/object code.
  - d. Column D and the total direct cost line will automatically calculate your changes
- 4. If you are requesting a budget change, complete the Program Budget Summary page and the corresponsding supporting budget page with the new amounts.
- 5. Do not resubmit any attachments required in the original application.

## Addendum Texas Tech University (1) - for signature

Final Audit Report 2025-01-06

Created: 2025-01-06

By: Seth Weinberg (seth.weinberg@ttu.edu)

Status: Signed

Transaction ID: CBJCHBCAABAA-XVdm1M3nyiVKBcKZcG4GEcsrPJ02kGS

#### "Addendum Texas Tech University (1) - for signature" History

- Document created by Seth Weinberg (seth.weinberg@ttu.edu) 2025-01-06 4:50:24 PM GMT- IP address: 129.118.254.36
- Document emailed to Kellee Smith (kellee.smith@ttu.edu) for signature 2025-01-06 4:51:02 PM GMT
- Email viewed by Kellee Smith (kellee.smith@ttu.edu) 2025-01-06 4:51:34 PM GMT- IP address: 104.47.73.254
- Document e-signed by Kellee Smith (kellee.smith@ttu.edu)

  Signature Date: 2025-01-06 4:54:17 PM GMT Time Source: server- IP address: 50.26.40.2
- Agreement completed. 2025-01-06 - 4:54:17 PM GMT

#### CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH

A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR DAGGETT 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-step process, a Construction Manager-at-Risk ("CMAR") firm for the Daggett Middle School Renovations with the following schedule of events:

First Advertisement	September 17, 2024
Second Advertisement	September 24, 2024
Pre-Proposal Conference	September 26, 2024
Deadline for Questions	September 30, 2024
Deadline to Receive Qualifications	October 8, 2024
Issue Step 2 to Short List (Schedule Interviews)	October 15, 2024
Receive Step 2	October 22, 2024
Interview Firms on Short List; Rank Submissions	October 31, 2024
Board Approval of CMAR Firm	January 21, 2025

The District received five (5) Statements of Qualifications from the following Firms:

Horus Construction of TX Inc.\*
Phillips|May Corporation\*
Post L Group, LLC\*
RJM Contractors
Waltz-Picasso JV\*

<u>Step I</u> – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

Phillips|May Corporation\* Post L Group, LLC\* Waltz-Picasso JV\*

**Step II** – The second step consisted of a Request for Competitive Sealed Proposal ("CSP") process where the top three (3) firms from Step I were invited to an interview and

requested to provide a base fee, general conditions, and pre-construction fee proposal ("Proposals"). 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. Waltz-Picasso JV\*
- 2. Post L Group, LLC\*
- 3. Phillips|May Corporation\*

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 Daggett Middle School Renovations (RFQ 25-009)

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 Daggett Middle School Renovations

(RFQ 25-009) 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 Daggett Middle School Renovations (RFQ 25-009) In Conjunction With The 2021 Capital Improvement Program.

#### FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-042

#### COST:

Not to exceed \$20,000

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

To Be Determined

#### **PURCHASING MECHANISM:**

Competitive Solicitation

<u>Bid/Proposal Statistics</u> Bid Number: 25-009

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 5

Joint Venture Firms: 1

HUB Firms: 4

\*Denotes a HUB Firm

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

Capital Improvement Department TEA #042 Daggett 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, Operations

## CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

**January 21, 2025** 

TOPIC: APPROVE RATIFICATION OF TECHNOLOGY ASSET MANAGEMENT SYSTEM AND SERVICES

#### **BACKGROUND:**

This system is a hosted solution and is an essential tool for tracking District technology equipment that includes computers, laptops, student mobile devices, interactive displays and network electronics. Technology equipment inventory is listed in the system by asset tag, serial number, and location. This is an essential tool for managing the inventory of mobile computing devices that are issued to students and mobile devices issued to staff members. The renewal dates for the 2024-2025 school year are July 1, 2024 – June 30, 2025.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Ratification of the District's Asset Management System and Services for 2024-2025
- 2. Decline Ratification of the District's Asset Management System and Services for 2024-2025
- 3. Remand to Staff for Further Study

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

Approve Ratification of the District's Asset Management System and Services for 2024-2025

**FUNDING SOURCE:** Additional Details

General Fund 199-53-6399-423

COST:

\$ 98,667.62

**VENDOR:** 

Frontline Education

#### **PURCHASING MECHANISM:**

Cooperative Agreement Buyboard Contract #661-22

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

District-Wide

#### **RATIONALE**:

The technology asset management systems will ensure that Fort Worth ISD has a tool to manage the status of District technology equipment.

#### **INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Technology Officer Kellie Spencer, Deputy Superintendent, Operations



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

12/06/2024

Order Form Details:

Fort Worth Independent School District Account Manager: Karen Chambers

7060 Camp Bowie Blvd Sale Type: Renewal Fort Worth, Texas, 76116 Quote Currency: USD

United States

Contact: Darla Powell

**Customer:** 

Title: Director, IT Business Services

Phone:

Email: darla.powell@fwisd.org

Pricing Overview Amount
Annual Recurring Fees \$98,667.62

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Year 1			
Asset Management Subscription, unlimited usage for internal	7/01/2024	6/30/2025	\$98,667.62
employees			



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

12/06/2024

#### **Additional Order Form Information**

#### Special Instructions and Additional Terms

This Order is made subject to BuyBoard - Contract #661-22.

#### Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

#### PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment





550 E. Swedesford Road, Suite 360, Wayne, PA 19087

12/06/2024

Invoicing Schedule	Due Date	Amount
Year 1		\$98,667.62
Asset Management Subscription, unlimited usage for internal employees	7/31/2024	

#### CONSENT AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE ACTION ON THE HIRING PROCESS FOR THE SUPERINTENDENT POSITION

#### BACKGROUND:

Sections 11.1513 and 11.201 of the Texas Education Code provide the Board of Trustees with the sole authority to employ a superintendent for their district. In October 2024, the Fort Worth ISD Board of Trustees named an interim Superintendent. The Board will now discuss the hiring process for the permanent Superintendent position and potentially take action on initiating the hiring process for that position. By potentially initiating the hiring process, the Board can ensure the Superintendent position is filled with a capable and committed leader in time for the upcoming school year.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

- 1. Approve Action on the Hiring Process for the Superintendent Position.
- 2. Decline to Approve Action on the Hiring Process for the Superintendent Position.
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

This item is solely at the discretion of the Board of Trustees.

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:

**Board of Trustees** 

#### **RATIONALE**:

By moving forward with the Superintendent hiring process, the District Board of Trustees can secure a permanent Superintendent and ensure that the District is led by a qualified and dedicated individual capable of effectively addressing the District's needs while preparing for a successful start to the new school year.

#### **INFORMATION SOURCE:**

Board of Trustees

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE THE FORT WORTH ISD STRATEGIC PLAN

#### BACKGROUND:

Fort Worth ISD has developed a multi-year district plan that establishes strategic priorities aligned to the needs of our community. The plan development process included multiple opportunities for community input and feedback at community meetings, at focus and advisory group sessions, and with public surveys. The input and feedback from the community helped us to identify current challenges and opportunities in achieving our mission of preparing ALL students for success in college, career, and community leadership.

Analysis of community feedback, student outcomes, staff performance and operational efficiency was conducted to identify priorities and goals for the strategic plan that are aligned to District needs. Fort Worth ISD has many strengths and opportunities to shape the future for our students and community, including a variety of high-quality academic and enrichment programs, dedicated and talented staff at all levels of our organization, investment to upgrade facilities, and a renewed commitment to listening and responding to the needs of the Fort Worth ISD community. The strategic plan will guide District decision making to address challenges and improve the quality education for all Fort Worth ISD students and families.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES**:

- 1. Approve the Fort Worth ISD Strategic Plan
- 2. Decline to Approve the Fort Worth ISD Strategic Plan
- 3. Remand to Staff for Further Study

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

Approve the Fort Worth ISD Strategic Plan

FUNDING SOURCE: Additional Details

No Cost

COST:

No Cost.

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not Applicable

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

Fort Worth ISD

#### **RATIONALE**:

The strategic plan will provide roadmap for implementing priorities, a mechanism for measuring progress, and a process for ongoing, two-way communication with our community. The strategic plan is data-driven and future focused. In partnership with our community, we recognized challenges and established this plan which builds coherence and momentum to achieve our goals and mission.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent



## STRATEGIC PLAN 2025 - 2029

Fort Worth
INDEPENDENT SCHOOL DISTRICT
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## DRAFT BOARD APPROVAL PENDING

STRATEGIC PLAN

#### 2024-2025 FORT WORTH ISD BOARD OF EDUCATION



Dr. Camille Rodriguez



Tobi Jackson
DISTRICT 2
1st Vice President



Quinton "Q" Phillips



Wallace Bridges



Kevin Lynch
DISTRICT 5



Anne Darr



Dr. Michael Ryan
DISTRICT 7
2nd Vice President



Anael Luebanos
DISTRICT 8
Board Secretary



Roxanne Martinez
DISTRICT 9
Board President

## **Our Guideposts**

#### Our Mission is...

Preparing all students for success in college, career, and community leadership.

#### Our Vision is...

Fort Worth ISD: Igniting in every child a passion for learning.

#### Our Values Are...

- Student Achievement
- Stakeholder Collaboration
- Leadership Development
- Respect for Diversity
- Equity in Access
- Perseverance and Commitment
- Continuous Improvement

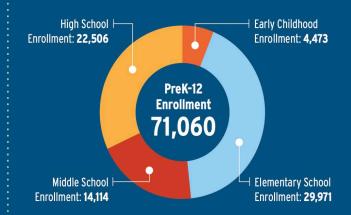
## DRAFT BOARD APPROVAL PENDING

#### **OUR SCHOOLS**

# K-12 Schools: 4 High Schools: 19 Total Schools 140 Middle Schools: 22 Elementary Schools: 84

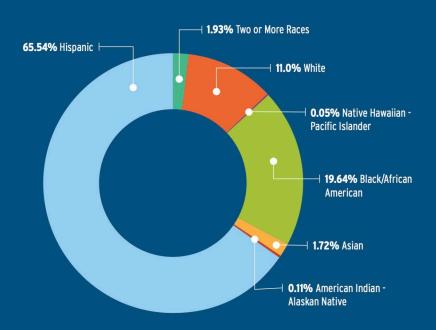
#### **OUR ENROLLMENT**

(as of October 2023)



#### ETHNIC DISTRIBUTION

(as of October 2023)



Economically Disadvantaged

**58,546** OR



Number of Students Served in Special Education

9,110

ΛR



Emergent Bilingual Students

**29,255** <sup>0</sup>



Students Identified as Talented and Gifted

9,245

OR



### **Portrait of a Graduate**

Crafting a Portrait of a Graduate serves as a visionary compass for schools and the communities that they serve. It empowers educators and communities to articulate a comprehensive spectrum of desired outcomes for their students. By defining these outcomes, schools can strategically engineer their approaches to align with this vision.

The Portrait of a Graduate outlines the essential 21st-century skills that the District believes students should embody upon graduation, providing a collective vision for student success. Beyond academic achievement, it defines success by emphasizing competencies that will allow students to successfully navigate a rapidly changing world.

The Fort Worth ISD Portrait of a Graduate was developed alongside the Strategic Planning process. The development of the FWISD Portrait of a Graduate was a collaborative effort, engaging stakeholders through various channels:

#### Principals Meeting (November 2023)

Principals contributed valuable insights.

#### Focus Groups (February 2024)

Superintendent Advisory Committee Members participated in focused discussions, along with individual stakeholder meetings (80 participants).

#### Community Meetings (February-March 2024)

A series of 14 community forums—one per pyramid, a virtual session, and a Saturday meeting—invited input from 669 registered participants and over 1,000 total attendees, including District staff, parents, students, and community members.

#### Survey Deployment (March 2024)

An inclusive survey, available in both English and Spanish, allowed asynchronous feedback from all community members (2,390 participants).

#### Final Feedback Session (May 2024)

The Superintendent Advisory Committee provided insights on the four emergent themes from stakeholder feedback.

This collaborative process ensures that our graduates embody the skills, character, and resilience needed for success beyond the classroom.

#### CRITICAL THINKERS



FWISD graduates can analyze situations, make informed decisions, and devise strong solutions to problems.

#### **ADAPTABLE**



FWISD graduates can adjust to new conditions. They should be prepared for the ever-changing world with an open mind.

#### LIFELONG LEARNERS



FWISD graduates foster a growth mindset, are curious, and are eager for continuous change and learning opportunities.

#### PROBLEM SOLVERS



FWISD graduates are independent and confident in tackling real-world challenges because of the problem-solving skills they master.

#### **FINANCIALLY LITERATE**



FWISD graduates are equipped with the knowledge they need to make sound financial decisions, granting them long-term financial stability and success.

## PORTRAIT of a GRADUATE



#### SELF-REGULATORS



FWISD graduates know how to manage emotions and behaviors, which prepares them to handle conflict and manage stress.

#### RESILIENT



FWISD graduates' resilience sets them up for continuous learning and adaptation, which is crucial for personal growth and success.

#### **EFFECTIVE COMMUNICATORS**



FWISD graduates can express their thoughts and ideas, resolve conflicts, and work in collaboration with others.

#### **EMOTIONALLY INTELLIGENT**



An emotionally intelligent FWISD graduate can manage their emotions to navigate social interactions, handle conflict, and manage stress.

#### COLLABORATORS



FWISD graduates know how to work effectively with others. They can share knowledge and communication vital to problem solving and achieving goals.



### **Priority 1**

Student Academic Excellence

### **Priority 2**

Student and Family Engagement

### **Priority 3**

**Employee Effectiveness and Retention** 

### **Priority 4**

Operational Alignment and Efficiency

# **Priority 1**



### Student Academic Excellence

FWISD is committed to effective, differentiated, core academic instruction focused on the following areas:

- Early literacy and numeracy in the early grades to lay a strong foundation for all subjects and grades
- Accelerated academic growth for African American students
- Accelerated academic growth for Emergent Bilingual students
- Supports for students with disabilities to ensure equitable opportunities
- Academic growth for all students in grades 3-8 Math and Reading
- Post-secondary readiness at all grade levels to ensure success in college and career pathways
- Provide a school culture and climate that fosters and promotes accelerated academic growth



### **Student Academic Excellence**

Student Academic Excellence Goals	D 1 0	<u>Baseline</u>	Targets				
Performance Will Be Monitored By Student Group	Data Source	Spring 2024	2025	2026	2027	2028	2029
1.1 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for English Language Arts and Reading (ELAR) on the annual state performance measurement.	Annual state performance measurements include STAAR English, STAAR Spanish, STAAR	32%	33%	36%	40%	45%	50%
1.2 Increase the percentage of grade 3 students reaching the "Meets Grade Level" standard for Math on the annual state performance measurement.	Alternate 2 and STAAR End of Course (EOC) test versions.	31%	32%	36%	40%	45%	50%
1.3 Increase the percentage of grade 6-8 students reaching the "Meets Grade Level" standard for ELAR on the annual state performance measurement.	"Meets Grade Level" includes performance at the Meets and Masters Grade Levels.	31%	32%	36%	40%	45%	50%
Grade Level" standard for Math on the annual state performance measurement.	Algebra I, English I, and Biology EOC for first-time 9th graders only (including middle school testers).	20%	22%	25%	33%	43%	50%
1.5 Increase the percentage of students reaching the "Meets Grade Level" standard for Algebra I EOC, English I EOC, and Biology EOC by the end of 9th grade on the annual state performance measurement.	Only students in the accountability subset have been included in state performance measurements.	17%	18%	23%	29%	37%	45%
1.6 Increase the percent of graduates earning a College, Career, and Military (CCMR) indicator.	CCMR Indicator as defined by the state accountability manual	81% (Class of 22-23)	83%	85%	87%	89%	91%
1.7 Reduce disproportionality (inequality) in identification of African American (AA) students in discipline reports to be representative of FWISD population.	Disciplinary infractions incurred by AA students compared to the AA percentage of enrollment, measured annually by infractions coded in Focus (Student Information System).	45 point difference	35 point	25 point	15 point	10 point	5 point
<b>1.8</b> Reduce the number of schools that are rated D or F.	Annual state accountability system	44% (55/124)	42%	35%	25%	10%	0%

## **Priority 1**





### **Strategies**

(actions the will be taken to achieve our goals)

- Design and implement a Pre-K-12 District Literacy Plan.
   Incorporate best practices for improving achievement and closing gaps for all student groups.
- Study and implement school reform models that have successfully closed achievement gaps for student groups in peer urban districts.
- Redirect and allocate funds to support a literacy-focused organizational model. The model will include staffing, instruction, creative time allocation, differentiated curriculum and experiences, as well as differentiated compensation.
- Implement a lab classroom model to provide opportunities for educators to share and learn effective instructional practices.
- Leverage community resources to enhance core reform initiatives.
- Develop and implement a tiered data system that targets resources and instructional support for students, educators, grade levels, and schools based on their specific needs.
- Implement district-wide student behavior expectations along with a student messaging campaign.

# **Priority 2**



### Student and Family Engagement

FWISD commits to creating a well-rounded, comprehensive experience for students and families, including the following:

- Extracurricular activities that enhance student engagement and learning
- Business and community partnership programs to support schools
- Volunteer and parent-teacher organization participation
- Two-way communication tools and resources to support family engagement and partnerships



### Student and Family Engagement

Goals	Data Source	Baseline	Strategies
<b>2.1</b> Increase student participation rates for Athletics, Fine Arts and JROTC programs.	To Be Determined	Fall 2025	Support extracurricular participation using activity fairs, marketing campaigns, middle
<b>2.2</b> Increase student participation rates for after school and community partnership programs	To Be Determined	Fall 2025	and high school program alignment, and peer recruitment.
2.3 Reduce the percent of students who are chronically absent (absent more that 10% of the school year).	Annual percentage of students chronically absent as reported in student information system	Fall 2025	Leverage wraparound services to impact chronic absenteeism. (Includes family engagement staff, family action, family resource, vision and market
2.4 Increase Parent Portal usage.	To Be Determined	Fall 2025	centers.)  Provide Parent training on student progress
2.5 Increase the percentage schools with PTA / PTSO organizations to improve family engagement with our schools.	Annual percentage of schools that have an active PTA, PTO or PTSA	Fall 2025	tools and data that is used to support their involvement/partnership
2.6 Improve parent perceptions based on school improvement survey.	Create and implement a Districtwide campus improvement feedback tool.	Fall 2025	<ul> <li>Provide support to expand the number of campuses with active parent, teacher, and student organizations.</li> <li>Create and implement a Districtwide campus improvement feedback tool.</li> </ul>

Targets will be determined after baseline data is collected in Fall 2025.

# **Priority 3**



### **Employee Effectiveness and Retention**

FWISD commits to develop and maintain a highly effective talent management system and work culture that will:

- Recruit and retain highly qualified, engaged staff
- Nurture high quality and high performing teachers and leaders
- Provide opportunities for staff feedback to understand and address employee needs and concerns



### **Employee Effectiveness and Retention**

Goals	Data Source	Baseline	Strategies
<b>3.1</b> Increase the Retention Rate for Teaching Staff.	Annual Resignation/ Retirement Data for Teachers (087)	Fall 2025	Grow your own teacher and school leader pipeline. Implement a comprehensive recruitment strategy
<b>3.2</b> Reduce the turnover rate for auxiliary staff (support staff).	Annual Resignation/ Retirement Data for Auxiliary Staff	Fall 2025	emphasizing under-represented groups to ensure there are qualified candidates to fill vacancies.  • Develop a supervisor training program to improve
<b>3.3</b> Increase the percentage of employees who report job satisfaction and a strong culture on staff perception surveys.	District Survey	Fall 2025	employee engagement and retention.  Teacher and campus leader induction and mentor program.
<b>3.4</b> Increase the percentage of employees who would recommend FWISD to colleagues or friends on staff perception surveys.	District Survey	Fall 2025	<ul> <li>Leverage TIA to increase teacher effectiveness, retention and compensation.</li> <li>Develop and launch a school leader performance and strategic compensation system.</li> </ul>

Targets will be determined after baseline data is collected in Fall 2025.

# **Priority 4**



### Operational Alignment and Efficiency

FWISD commits to aligning Districts policies and systems to ensure accountability at all levels through:

- Internal communication systems that provide employees relevant, timely information and support
- Operating procedures to effectively manage, monitor, and support all district facilities, staff, and initiatives
- Resource allocations that support District priorities and student needs



### Operational Alignment and Efficiency

Goals	Data Source	Baseline	Strategies	
<b>4.1</b> Increase the percentage of campus staff who report strong customer service from the District Service Center on organizational survey.	District Survey	Fall 2025	<ul> <li>Implement tools for continuous feedback to measure customer service and satisfaction among end</li> </ul>	
<b>4.2</b> Increase on time bus transportation. (transportation management program implementation)	To Be Determined	Fall 2025	users of district services.  • Develop a comprehensive facility	
<b>4.3</b> Reduce response time for maintenance work order service request completion.	To Be Determined	Fall 2025	master plan that utilizes data to address operational efficiencies throughout the District.	
<b>4.4</b> Reduce response time for technology service request completion.	To Be Determined	Fall 2025	<ul> <li>Create and manage a balanced budget aligned to strategic priorities.</li> </ul>	
<b>4.5</b> Adopt, implement and monitor the Facility Master Plan	To Be Determined	Fall 2025	<ul> <li>Develop a comprehensive District</li> <li>Educational Transformation Plan that assesses and aligns districts</li> </ul>	
<b>4.6</b> Maintain the fund balance at GFOA and TEA recommended levels or higher. (75 days) Fiscal Year End Date June 30 (end of every fiscal year)	General Fund Balance 2023 = \$343.9 M (159 days)	Fall 2025	systems to support strategic priorities and accelerate academic growth for our students.	

Targets will be determined after baseline data is collected in Fall 2025.

### **Community Engagement**



District Advisory
Committees, Focus Groups
& Board Trustees

385

**Participants** 

Small group sessions and interviews to get input on priorities and feedback on draft plan (Virtual)



## Family & Community Forums

1,000+

**Participants** 

Open forums to get feedback on priorities (Facilitated in English, Spanish, In-Person & Virtual)



## Online Community Survey

3,700+

Participants

Two community surveys to get feedback on priorities and goals (English, Spanish & Swahili)

Preparing ALL students for success in college, career, and community leadership.



7060 Camp Bowie Blvd. Fort Worth, TX 76116 www.fwisd.org

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE RESOLUTION TO APPROVE WAGE CONTINUATION PAYMENTS FOR EMPLOYEES DURING EMERGENCY CLOSURES

#### BACKGROUND:

The Fort Worth Independent School District closed from January 9 to January 10, 2025, due to inclement weather conditions for the safety of District students and staff. Most District employees were instructed not to report for work during emergency closures. Employees instructed not to report to work may suffer a loss of pay if the District is closed. Section 45.105 of the Texas Education Code allows the Board to expend District funds for the purposes necessary in the conduct of the public schools as determined by the Board. Continuing wage payments to all eligible District employees who would otherwise suffer a loss in pay due to an emergency closure serves the public purpose of maintaining morale, reducing turnover, and ensuring the continuity of District staffing when schools reopen. Payment, at a premium, of nonexempt employees who are called on to work during an emergency closure serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff. The authority granted by the resolution is effective for any emergency closure declared by the Superintendent of Schools for the next 60 days.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures.
- 2. Decline to Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures.
- 3. Remand to Staff for Further Study.

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

Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures.

FUNDING SOURCE: Additional Details

Various Funds Various Funds

#### COST:

\$3,384,848 per day \$6,769,696 total for January 9, 2025 – January 10, 2025 Emergency Closure

#### **VENDOR:**

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Not Applicable

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

District-Wide

#### RATIONALE:

Continuing wage payments to all eligible District employees serves the public purpose of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen. Payment, at a premium, of nonexempt employees who were called on to work during the emergency closing serves the public purpose of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent

## RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES APPROVING WAGE CONTINUATION PAYMENTS FOR EMPLOYEES DURING EMERGENCY CLOSURE

WHEREAS, the Board is authorized by Section 45.105 of the Texas Education Code to expend funds of the Fort Worth Independent School District for purposes necessary in the conduct of the public schools, as determined by the Board;

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work;

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled;

WHEREAS, the Board determines that employees who were instructed not to report to work may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all eligible District employees designated full-time employees in the District Municipal Uniform Information System ("MUNIS"), who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen;

WHEREAS, the Board also concludes that continuing wage payments for all long-term classroom substitutes scheduled to work from January 9, 2025 to January 10, 2025, who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen;

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided in this resolution, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff; and

WHEREAS, the Board acknowledges that the Superintendent of Schools can define and declare emergency closings related, but not limited to, disaster, flood, extreme weather conditions, fuel curtailments, or other calamities and that the Superintendent has in fact declared such for January 9, 2025 and January 10, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes continued wage payments to eligible District employees designated full-time employees in the District Municipal Uniform Information System ("MUNIS") for January 9, 2025 – January 10, 2025, and for long-term classroom substitutes scheduled to work between January 9, 2025 – January 10, 2025.

BE IT FURTHER RESOLVED that nonexempt employees who are required to work during an emergency closing shall be paid at the premium rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

The authority granted by this resolution to continue wage payments to idled employees is effective for any emergency closure declared by the Superintendent of Schools within the next 60 days unless the Board takes action to extend authorization and payment beyond the 60-day time period.

Adopted this 21st day of January 2025 by the Board of Trustees of the Fort Worth Independent School District.

#### FORT WORTH INDEPENDENT SCHOOL DISTRICT

	By:
	Roxanne Martinez
	President
	Board of Trustees
	Fort Worth Independent School District
<b>Anael Luebanos</b>	
Secretary	
Board of Trustees	
Fort Worth Independent Scho	and District

Page 2

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: SECOND READING AND CONSIDERATION TO APPROVE RESOLUTION PRIORITIZING STUDENT LITERACY

#### **BACKGROUND:**

The Fort Worth Independent School District Board of Trustees recognizes that literacy is the cornerstone of a student's academic and personal success. Strong literacy skills enable students to fully engage in the curriculum, think critically, and pursue their dreams. By prioritizing literacy, students are empowered to succeed in school and life.

City-wide partnerships are crucial to the District's success. When schools, businesses, community organizations, and families collaborate, a supportive network is created that fosters learning and growth. These partnerships provide resources, mentorship, and real-world experiences that enrich education. By focusing on literacy and leveraging community strengths, a significant impact can be made on the District's success and the students' futures.

Accordingly, at the December 10, 2024 Board meeting, the Board of Trustees proposed a resolution emphasizing the importance of literacy and committed to achieving grade-level reading for all students. This resolution underscores the shared responsibility of all District leaders and educators in meeting these literacy goals.

Revisions to the proposed resolution following the first reading incorporate recommendations from both the Trustees and the Administration.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES**:

- 1. Approve Resolution Prioritizing Student Literacy
- 2. Decline to Approve Resolution Prioritizing Student Literacy
- 3. Remand to Staff for Further Study

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

**Board's Discretion** 

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST	۲.
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No Cost

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

All Schools, Departments, and Stakeholders

#### RATIONALE:

The Fort Worth ISD Board of Trustees is committed to ensuring that Board leadership, the Superintendent, campus leaders, and educators all understand their shared responsibility in meeting literacy expectations, as literacy is the most critical skill for academic and life success.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent

#### RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES PRIORITIZING STUDENT LITERACY: DEVELOPING AND IMPLEMENTING AN EVIDENCE-BASED PLAN TO ENSURE ALL STUDENTS READ AT GRADE LEVEL

**WHEREAS,** the Fort Worth Independent School District (District) Board of Trustees (Board) is entrusted with the responsibility to support the district in achieving its goals; and

WHEREAS, Title 19, Part 2, Chapter 110 of the Texas Administrative Code states, "The English language arts and reading Texas Essential Knowledge and Skills (TEKS) embody the interconnected nature of listening, speaking, reading, writing, and thinking through the seven integrated strands of developing and sustaining foundational language skills; comprehension; response; multiple genres; author's purpose and craft; composition; and inquiry and research;" and

**WHEREAS,** studies confirm that literacy is the most critical skill for academic and life success, with reading proficiency serving as the foundation for all other learning and future opportunities; and

**WHEREAS,** achieving grade-level literacy for all students is not only an educational imperative but also a moral obligation to the students and families of the Fort Worth Independent School District; and

**WHEREAS,** the District recognizes that achieving literacy excellence requires clear purpose, measurable goals, accountability at all levels, and a commitment to allocate resources effectively and efficiently; and

**WHEREAS**, other districts across the nation have shown that significant and rapid improvements in literacy rates are achievable through focused and evidence-based efforts;

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

- **SECTION 1.** That the Board is committed to an unwavering, long-term, sustained focus of time, essential resources, and work in support of this resolution without regard to changes in leadership at any level.
- **SECTION 2.** That the Board hereby charges the superintendent with making student literacy the district's foremost priority, establishing grade-level reading for every student as the clear definition of success for the district.
- **SECTION 3.** That the superintendent shall, as a matter of urgency, develop and present to the Board a detailed plan and pathway to achieve universal grade-level literacy. This plan shall include:
  - Specific, measurable benchmarks using multiple evaluation tools to determine progress;

- Strategies to support and replicate success across all schools, particularly
  in schools with demonstrated literacy achievement under challenging
  circumstances, focused on increasing vocabulary complexity and
  knowledge coherence through the use of complex texts covering multiple
  TEKS, writing in response to reading, and writing across the curriculum;
- A commitment to rigorous and honest evaluations of student performance, ensuring progress is measured transparently and without grade inflation;
- A commitment to high quality professional development in the area of literacy for all content teachers;
- Using High Quality Instructional Materials (HQIM) to support instruction;
- Providing parents with regular reports specific to their student's literacy progress, ensuring families are informed to help their child meet the achievement of reading at grade-level; and
- Mechanisms to align district resources and personnel evaluations with the literacy improvement goals.

**SECTION 4.** That this resolution signals the Board's commitment to ensuring the Board leadership, Superintendent, campus leaders, and educators understand their shared responsibility in meeting the literacy expectations.

EXECUTED and ADOPTED on the 21st day of January 2025.

### FORT WORTH INDEPENDENT SCHOOL DISTRICT

Ву:	ROXANNE MARTINEZ President Board of Trustees Fort Worth Independent School District
ST:	·
201.	
ANAEL LUEBANOS	<del></del>
Secretary	
Board of Trustees Fort Worth Independen	

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE ADOPTION OF RESOLUTION AND ORDER FOR MAY 3, 2025 ELECTION

#### BACKGROUND:

Section 3.003 of the Texas Election Code requires the governing body of a political subdivision that has elective offices, to order an election. The terms of service for five Fort Worth ISD Board members will expire in 2025. School Board members, from Single Member Districts One, Four, Seven, Eight, and Nine are to be elected in 2025 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

#### **STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

#### **ALTERNATIVES:**

- 1. Approve Adoption of Resolution and Order for May 3, 2025 Election.
- 2. Decline to Approve Adoption of Resolution and Order for May 3, 2025 Election.
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Adoption of Resolution and Order for May 3, 2025 Election.

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:

Department of Legal Services

#### **RATIONALE**:

The terms of the existing Board members are expiring in May of 2025 and an election must be held to determine who will serve as the Board member for Districts One, Four, Seven, Eight, and Nine.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent Sidney Pounds, Legal, Assistant General Counsel Morgan DeHoyos, Legal, Staff Attorney

#### RESOLUTION AND ORDER OF ELECTION BOARD OF EDUCATION FORT WORTH INDEPENDENT SCHOOL DISTRICT

On the 21<sup>st</sup> day of January, 2025, the Board of Education for the Fort Worth Independent School District convened in regular session with a quorum of its members present, and among other proceedings had by said Board were the following;

**WHEREAS** on December 9, 2008, the Board of Education adopted a single member district plan which provided for nine single member districts; and

**WHEREAS,** a school Board member, from Single Member Districts One, Four, Seven, Eight, and Nine, is to be elected in 2025 to serve a term of four (4) years or until their successor has been duly elected and qualified pursuant to the provisions of the Texas Education Code and Texas Election Code.

**BE IT, RESOLVED AND HEREBY ORDERED,** that the Board of Education of the Fort Worth Independent School District, in accordance with the local and special laws of the Legislature of the State of Texas, the applicable general state laws and local policies and any federal court orders pertaining to the election of school trustees, does hereby adopt the following **ORDER OF ELECTION.** 

#### **ORDER OF ELECTION**

BE IT ORDERED by the Board of Education of the Fort Worth Independent School District that on May 3, 2025, there shall be a general election for the purpose of electing five (5) members, to the Board of Education. One member shall be elected from Single Member District One to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Four to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Seven to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Eight to serve a four (4) year term, or until a successor has been duly elected and qualified. One member shall be elected from Single Member District Nine to serve a four (4) year term, or until a successor has been duly elected and qualified; and

BE IT FURTHER ORDERED that the member to be elected from Single Member District One shall be elected by the qualified voters of Single Member District One. The member to be elected from Single Member District Four shall be elected by the qualified voters of Single Member District Four. The member to be elected from Single Member District Seven shall be elected by the qualified voters of Single Member District Seven. The member to be elected from Single Member District Eight shall be elected by the qualified voters of Single Member District Eight. The member to be elected from Single Member District Nine shall be elected by the qualified voters of Single Member District Nine shall be elected by the qualified voters of Single Member District Nine; and

**BE IT FURTHER ORDERED** that all candidates seeking election as a Board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months immediately preceding the final day to file for such office. The final day to file is February 14, 2025; and

**BE IT FURTHER ORDERED** that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the Election's Officer, or her designee, not later than 5:00 p.m. on the 14<sup>th</sup> day of February, 2025; and

**BE IT FURTHER ORDERED** that on the first Saturday in May 2025, being the 3<sup>rd</sup> day of May, 2025, the election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on a day to be determined by Tarrant County Elections. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

**BE IT FURTHER ORDERED** that notice of said election shall be given by publishing notice of the election in a newspaper in the City of Fort Worth, by posting notice of the election on the Fort Worth Independent School District Website, and by posting notice of this **ORDER OF ELECTION** on the bulletin board used for posting notices of meetings in the Fort Worth Independent School District in accordance with Chapter 4 of the Texas Election Code. Notice has been posted, prior to May 3, 2024, so

as to give notice of the opportunity to submit applications to be placed on the ballot as a candidate; and

**BE IT FURTHER ORDERED** that Clint. A. Ludwig is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011. The web address is:

https://www.tarrantcounty.com/en/elections.html?linklocation=supermenu&link.name=E lections

BE IT, FURTHER RESOLVED, AND ORDERED that the Board of Education of the Fort Worth Independent School District shall identify at a future regular meeting, the early voting hours and locations and the election day polling locations for this election. Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the May 3, 2025, Fort Worth Independent School District Board member election and any run off, if necessary.

The above Resolution and (	Order being read, motion was made by
and seconded by	_ that this Resolution and Order above and forgoing be
passed, approved and adopted.	
FOR:	<b>AGAINST:</b>
The above Resolution a	and Order was voted on and adopted at a regular meeting
that the Board of Education held	d on the 21st day of January, 2025.
	Roxanne Martinez, 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 January 21, 2025

<u>TOPIC:</u> APPROVE RESOLUTION AND ORDER FOR ELECTION SERVICES FOR THE MAY 3, 2025 FORT WORTH ISD BOARD OF EDUCATION ELECTION

#### BACKGROUND:

In past elections the school district has contracted with the Tarrant County Elections Administration to oversee the assignment of polling sites, election equipment, judges, clerks, training of appropriate personnel, and other associated services. This has proven to be cost effective as well as more efficient than administering the election inhouse.

Other entities, or another entity, will be sharing the May 3<sup>rd</sup> election date, including Tarrant County. This will lower the cost of what Fort Worth ISD would normally pay for the administration of the election for Districts One, Four, Seven, Eight, and Nine.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Resolution and Order for Election Services for the May 3, 2025 Fort Worth ISD Board of Education Election.
- 2. Decline to Approve Resolution and Order for Election Services for the May 3, 2025 Fort Worth ISD Board of Education Election.
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution and Order for Election Services for the May 3<sup>rd</sup>, 2025 Fort Worth ISD Board of Education Election.

FUNDING SOURCE: Additional Details

#### COST:

The projected cost of this contract will be determined once all participating entities are identified, and computation of the shared costs are made.

The cost of this contract not to exceed \$215,000.

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

Tarrant County Elections.

#### **PURCHASING MECHANISM:**

Interlocal Agreement

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

Department of Legal Services

#### RATIONALE:

Adoption of the Resolution to enter into a contract with Tarrant County Elections Administration

would save the Fort Worth ISD funds by sharing the cost of equipment, personnel and expertise provided by Tarrant County Elections Administration with other public entities conducting elections May 3<sup>rd</sup>, 2025.

#### **INFORMATION SOURCE:**

Dr. Karen Molinar, Interim Superintendent Sidney Pounds, Legal, Assistant General Counsel

## FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION RESOLUTION AND ORDER FOR ELECTION SERVICES

**WHEREAS**, the Fort Worth Independent School District Board of Education has ordered a board member election to take place May 3, 2025, for Members to be elected from Single Member District Numbers One, Four, Seven, Eight and Nine; and

**WHEREAS**, the Texas Election Code, Section 31.092, permits the Board of Education to enter into a contract with the Tarrant County Elections Administrator's office for conducting and supervising the school board member election on May 3, 2025 as well as any runoff; and

**WHEREAS,** by entering into a contract for election services with Tarrant County, the Fort Worth Independent School District will decrease the cost of what the Fort Worth Independent School District would normally pay if the District conducted the election on its own:

**THEREFORE, BE IT ORDERED AND RESOLVED** by the Board of Education of the Fort Worth Independent School District:

- 1. That the Fort Worth Independent School District enters into a Joint Election Agreement with the Tarrant County Elections Administrator, to conduct the school board member election on behalf of the school district for the May 3, 2025 election, and that the terms of said contract shall be negotiated by the school district staff.
- 2. That the Board of Education of the Fort Worth Independent School District hereby authorize the Board President, Roxanne Martinez, to enter into and sign said Joint Election Agreement on behalf of the Board of Education and the Fort Worth Independent School District.

	, seconded by lution above and foregoing, be adopted.
FOR:	AGAINST:
The above Resolution was voted on at a reon the 21st day of January, 2025.	gular meeting of the Board of Education held
ATTEST:	Roxanne Martinez, President Board of Education Fort Worth Independent School District
Anael Luebanos, Secretary Board of Education Fort Worth Independent School District	

#### ACTION AGENDA ITEM BOARD MEETING

**January 21, 2025** 

**TOPIC:** 

CONSIDER AND APPROVE AN ORDER AUTHORIZING THE ISSUANCE OF "FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2025" IN AN AMOUNT NOT TO EXCEED \$93.050 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:**

Working with the District's Financial Advisors of Hilltop Securities and Stifel Nicolaus & Co, staff is recommending the refunding of \$93,050,000 in principal amount of Series 2015 Unlimited Tax Refunding and School Building Bonds. Based on current market conditions, it is anticipated that the District will save approximately \$3.8 million in net present value savings or approximately 4.26% by refunding these 2015 bonds. Refunding these bonds aligns with the District's overall debt portfolio objective of maintaining an overall \$0.2920 tax rate as promoted to the public during the Bond 2021 campaign.

Such an issuance is accomplished by the adoption of an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2025"; 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.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- Consider and approve an order authorizing the issuance of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2025" in an amount not to exceed \$93.050 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 Refunding Bonds, Series 2025" in an amount not to exceed \$93.050 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 Refunding Bonds, Series 2025" in an amount not to exceed \$93.050 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

#### **COST**:

Estimated Transaction Costs such as Underwriters' Discount, Co-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**:

Refunding callable bonds lowers the overall cost of borrowing for the District and its taxpayers.

#### **INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

### ORDER AUTHORIZING THE ISSUANCE OF

## FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2025

Adopted: January 21, 2025

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AN ORDER authorizing the issuance of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2025" in an amount not to exceed \$93,050,000; 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") has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issue or series (together hereinafter called the "Refundable Bonds"), to wit: "Fort Worth Independent School District Unlimited Tax Refunding and School Building Bonds, Series 2015," dated March 1, 2015; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the bonds to be refunded, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the bonds to be refunded; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued, negotiate the terms of sale thereof, to select the specific maturities (whole or part) of the Refundable Bonds to be refunded, 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 refund all or part of the Refundable Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in one or more pricing certificates (each, a "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371, 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 REFUNDING BONDS, SERIES 2025" and/or any additional or different designation as specified in the Pricing Certificate (herein referred to as the "Bonds"), for the purpose of (i) providing funds for the discharge and final payment of all or part of the Refundable Bonds (those Refundable Bonds actually refunded, as identified in the Pricing Certificate, are referred to herein as the "Refunded Bonds") and (ii) to pay 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 Government Code, Chapters 1207 and 1371, as amended. The Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

SECTION 2: <u>Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms</u>. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) <u>Current Interest Bonds</u>. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) 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 Current Interest Bonds as set forth in the applicable Pricing Certificate.

Current Interest 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 Current Interest Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) <u>Capital Appreciation Bonds</u>. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from one (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the applicable Pricing Certificate, and shall become due and payable on a date certain in each of the years (the "Stated Maturities") in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the applicable Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value," as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to

in the applicable Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

#### SECTION 3: Delegation of Authority to Pricing Officer.

- (a) As authorized by Texas Government Code, Chapters 1207 and 1371, as amended, the Superintendent of Schools or Interim 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 selecting the specific maturities (whole or part) of the Refundable Bonds to be refunded, 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 the Bonds of each series 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 compounding dates, 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 provisions, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Texas Government Code, Chapter 1207, 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 35 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 \$93,050,000;
- (ii) each series of Bonds issued to refund all or a portion of the Refundable Bonds must produce present value savings of at least 2.75%, net of any District contribution;
- (iii) the maximum true interest cost of each series of Bonds shall not exceed 4.25%; and
- (iv) the maximum maturity date for each series of Bonds issued hereunder shall not exceed February 15, 2035.

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 on or prior to 365 days from the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4: <u>Terms of Payment-Paying Agent/Registrar</u>. 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 a Paying Agent/Registrar Agreement in connection with the delivery of each series of the 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 accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest 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 Current Interest 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 Current Interest 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 series, of like kind (Current Interest Bonds or Capital Appreciation Bonds), 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 Bonds 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, of like series, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of like series of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) 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: <u>Book-Entry-Only Transfers and Transactions</u>. 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 such 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, regardless of whether such individuals are no longer officers 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 Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered TR-1, and/or (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the Pricing Certificate and numbered TCAB-1 (hereinafter collectively called the "Initial Bonds") and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds 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 Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) 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 or the Pricing Certificate. 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 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 Bonds 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 (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 2025 UNLIMITED TAX REFUNDING 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 a series of 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 purchasers, 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 such 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 assistance 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 or Interim 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, of like series, 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: <u>Satisfaction of Obligation of District</u>. 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) (with respect to Current Interest Bonds) and/or Maturity Amounts (with respect to Capital Appreciation Bonds) 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," as used herein, 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 State 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 a series of Bonds, to call for redemption, at an earlier date, those Bonds of a series 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 35 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 (with respect to Current Interest Bonds) and/or Maturity Amount (with respect to Capital Appreciation Bonds) 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 any affected 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 or Maturity Amount, as the case may be, 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 or Maturity Amount, as the case may be, 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 a series of 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) <u>Definitions</u>. 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) <u>No Private Use or Private Payments</u>. 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 (including property financed with Gross Proceeds of the Refunded 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, <u>unless</u> 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 (including property financed with Gross Proceeds of the Refunded Bonds), 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-orpay, 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) <u>Not Federally Guaranteed</u>. 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) <u>Information Report</u>. 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) <u>Rebate of Arbitrage Profits</u>. 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.
  - As additional consideration for the purchase of the Bonds by the (3) 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) <u>Elections</u>. The District hereby directs and authorizes the President, any Vice President, and the Secretary of the Board, the Superintendent of Schools or Interim 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.
- (k) <u>Bonds Not Hedge Bonds</u>. At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.
- (l) <u>Current Refunding</u>. The Bonds are a current refunding in that the Refunded Bonds will be paid or redeemed within ninety (90) days of the date of the delivery of the Bonds.

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: Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amount set forth in each Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be given in accordance with the applicable provisions of the order adopted by the Board which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

- (b) The paying agent/registrar for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date therefor, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.
- (c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 17 of this Order and by the Pricing Officer, or with the paying agent/registrar for the Refunded Bonds.

SECTION 17: Escrow Agreement. To the extent required in connection with the issuance of a series of the Bonds, an escrow agreement, deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds (the "Escrow Agreement") shall be attached to the Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the Pricing Certificate shall identify an escrow agent (the "Escrow Agent") necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

- 1. The identification of the Refunded Bonds;
- 2. The creation and funding of the applicable Escrow Fund; and
- 3. The Escrow Agent's compensation, administration of the applicable Escrow Fund, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities (the "Escrowed Securities") referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "FORT WORTH INDEPENDENT SCHOOL DISTRICT SERIES 2025 UNLIMITED TAX REFUNDING BOND ESCROW FUND" (referred to herein as an "Escrow Fund"), and/or any additional or different designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Order, the Pricing Certificate, and the Escrow Agreement. At the written direction of the District, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and enter into any associated contract with a provider of Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed

Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the District's best interest, the Pricing Officer is authorized to provide such written direction of the District to the Escrow Agent and sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement from time to time.

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds with the paying agent/registrar for the Refunded Bonds. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the Board and constitute the agreement herein approved.

SECTION 18: 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 Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, any Vice President and Secretary of the Board, the Superintendent of Schools or Interim 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, Co-Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 19: <u>Proceeds of Sale</u>. 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 and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the applicable Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its financial advisor.

Additionally, the Pricing Officer shall determine the amount of any District contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Bonds.

SECTION 20: <u>Notices to Holders-Waiver</u>. 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 21: <u>Cancellation</u>. 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 22: <u>Co-Bond Counsel Opinions</u>. The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished final opinions of Norton Rose Fulbright US LLP, Dallas, Texas, and Kelly Hart & Hallman LLP, Fort Worth, Texas ("Co-Bond Counsel"), approving such series of Bonds as to their validity, such opinions to be dated and delivered as of the date of delivery and payment for such series of Bonds. True and correct reproductions of such opinions are hereby authorized to be printed on the applicable series of Bonds, or executed counterparts thereof are 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 firms as Co-Bond Counsel to the District is hereby confirmed. 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 23: <u>CUSIP Numbers</u>. 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 24: <u>Further Procedures</u>. Any one or more of the President, any Vice President and the Secretary of the Board, the Superintendent of Schools or Interim 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 Interim Superintendent of Schools, the Chief Financial Officer of the District, or Co-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 25: 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 26: <u>Inconsistent Provisions</u>. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or a 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 27: <u>Governing Law</u>. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28: <u>Effect of Headings</u>. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29: <u>Construction of Terms</u>. 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 30: <u>Severability</u>. 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 31: <u>Incorporation of Findings and Determinations</u>. 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 32: 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 of a series 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 or Interim 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 Texas Education Code, Section 45.059(b), as amended, shall prevail, to the extent of conflict, over the provisions of Section 21 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 33: <u>Bond Insurance</u>. 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 34: <u>Credit Enhancement</u>. Each series of the 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 35: <u>Continuing Disclosure Undertaking</u>. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule.
- (a) <u>Definitions</u>. 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) <u>Annual Reports.</u> 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) <u>Notice of Certain Events</u>. 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) <u>Filings with the MSRB</u>. 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) <u>Limitations, Disclaimers, and Amendments</u>. 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 (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds 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 36: <u>Public Meeting</u>. 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 37: <u>Effective Date</u>. This Order shall be in force and effect from and after its passage on the date shown below.

[Remainder of Page Intentionally Left Blank]

# PASSED AND ADOPTED, this January 21, 2025.

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

	D 11 1 D 1 CE1 1 T
ATTEST:	President, Board of Education Trustees
ATTEST.	
Secretary, Board of Education Trustees	-
(District Seal)	

# EXHIBIT A

# FORM OF PAYING AGENT/REGISTRAR AGREEMENT

#### **EXHIBIT B**

#### **FORMS**

(a) Form of Definitive Bonds.

[CURRENT INTEREST BONDS]

	REGISTERED
REGISTERED	PRINCIPAL AMOUNT
NO. R	\$

## UNITED STATES OF AMERICA STATE OF TEXAS FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND SERIES 2025

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 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 purpose of providing funds for the discharge and final payment of certain obligations of the District 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 Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Order adopted by the Board of Education Trustees of the District (herein referred to as the "Order"). [The Bonds are issued in part as "Current Interest Bonds," which total in principal amount \$\_\_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds," which total in original principal amount \$\_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities.]

[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
Redemption Date	Principal Amount	Redemption Date	Principal Amount
, 20	\$	, 20	\$
	Term Bonds Due	, 20	
	Redemption Date	Principal Amount	
	, 20	\$	
	, 20	\$	

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 Current Interest 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 such 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. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or 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 Current Interest 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 Current Interest 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 aforestated. 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.

[The remainder of this page intentionally left blank.]

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)

#### [CAPITAL APPRECIATION BONDS]

REGISTERED		MA	REGISTERED TURITY AMOUNT
NO. CAB			\$
I	STATE ( FORT WORTH INDEPEN UNLIMITED TAX	ES OF AMERICA OF TEXAS IDENT SCHOOL DISTRICT REFUNDING BOND ES 2025	
Bond Date:	Stated Yield:%	Stated Maturity:	CUSIP NO:
Registered Owner:			
Maturity Amount:			DOLLARS
named above, or the Maturity Amount stredemption). The Mamount of this Bond to the initial purchase Stated Yield and and Value" at maturity is	registered assigns thereof ated above (or so much aturity Amount of this Bor (including the initial premers to the Stated Maturity accompounding on A table printed on this Bond or att	hereby promises to pay to the control of the Stated Maturity date thereof as shall not have been depresents the accretion of the fand such accretion in value of the "Accreted Values" per sached hereto. The term "Accreted this Bond plus the initial professional of the sached plus the sached plus the initial professional of the sached plus the sached	specified above, the een paid upon prior the original principal to the date of delivery ccurring at the above hally thereafter on er \$5,000 "Accreted reted Value," as used
herefor with interest the case may be, nex calculation is made of shown above and in	thereon compounded sem t preceding the date of su on or the above referenced Tal	f this Bond plus the initial priannually to and ach calculation (or the date of) at the Stated Yield for the of Accreted Values. For preted Value of this Bond shall	, as calculation, if such the Stated Maturity any date other than
(based on 30-day moshall be a Saturday,	nths). If the date for the pa Sunday, a legal holiday, o	reted Value of this Bond shall for the applicable semiannual ayment of the principal of or in or a day on which banking in once of the Paying Agent/Regi	nterest on the Bonds stitutions in the city

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.

The Accreted Value of this Bond is payable at its Stated Maturity or 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. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the 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.

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 purp	ose of providing funds for the
discharge and final payment of certain obligations of the District and	1 0
of issuance, under and in strict conformity with the Constitution ar	nd laws of the State of Texas,
including Texas Government Code, Chapters 1207 and 1371, as a	amended, and pursuant to an
Order adopted by the Board of Education Trustees of the Distri	ict (herein referred to as the
"Order"). The Bonds are issued in part as "Current Interest Bon	ids," which total in principal
amount \$ and pay accrued interest at stated interval	ls to registered owners and in
part as "Capital Appreciation Bonds," which total in original princip	oal amount \$
and pay no accrued interest prior to their Stated Maturities.	
[The Capital Appreciation Bonds maturing on and after	may be redeemed
prior to their Stated Maturities, at the option of the District, in whole of	or in part in Maturity Amounts
of \$5,000 or any integral multiple thereof (and if within a Stated M	Saturity selected by lot by the
Paying Agent/Registrar), on, or on any date thereafted	er, at the redemption price of
the Accreted Value (as determined and defined herein) as of the date	e of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Maturity Amount) 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 Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price 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 Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such 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 Maturity Amount 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 such 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. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or 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 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 Holders; 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, accruing interest at the same rate, and of the same aggregate Maturity 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 date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) 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.

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 aforestated. 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.

[The remainder of this page intentionally left blank.]

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) NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one. Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial (b) Bonds only. REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS REGISTER NO. \_\_\_\_ THE STATE OF TEXAS 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

#### (c) 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.

Payment/Transfer Office for this Bo	e Paying Agent/Registrar in is the Designated ond.
	as Paying Agent/Registrar,
Registration Date:	
	By:
	By:Authorized Signature
(d) <u>Form of Assignment</u> .	
	ASSIGNMENT
or typewrite name, address, and	the undersigned hereby sells, assigns, and transfers unto (Print zip code of transferee):  g number:
(Social Security or other identifying the within Band and all rights the	g number:) nereunder, and hereby irrevocably constitutes and appoints
the within Bond and an rights the	attorney to transfer the within Bond on the books kept for
registration thereof, with full power	
DATED:	
DATED:	NOTICE: The signature on this assignment must
Signature guaranteed:	correspond with the name of the registered owner
	as it appears on the face of the within Bond in every particular.
(e) The Initial Bonds for the Cu	errent Interest Bonds and the Capital Appreciation Bonds shall
	therefor in paragraph (a) of this Exhibit, except as follows:

#### [Current Interest Initial Bond]

Heading and paragraph one shall be amended to read as follows:	
NO. TR-1	\$

#### UNITED STATES OF AMERICA STATE OF TEXAS FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND SERIES 2025

		SERIES 2025		
Bond Date:	. 20			
Registered Owne	er:			
Principal Amour	nt:			
body corporate received, acknow	and political subd vledges itself inde r the registered as	ivision in the County of bted to and hereby promossigns thereof, the Prince	nafter referred to as the "Distr of Tarrant, State of Texas, for nises to pay to the Registered cipal Amount hereinabove sta- nents in accordance with the followers."	r value Owner ated on
	Stated <u>Maturity</u>	Principal <u>Amount</u>	Interest Rate(s)	
	(Information	to be inserted from Prici	ng Certificate).	
on the unpaid pri of interest specific such interest beauth	ncipal installments fied above comput eing payable on ereafter, until matu	hereof from theed on the basis of a 360rity or prior redemption	. Principal installments of thi	m rates nonths; and s Bond
	(the "Paying	Agent/Registrar"), upon	te to the registered owner her presentation and surrender,	at its
is payable to the	registered owner	of this Bond whose nam	I Payment/Transfer Office"). It is appears on the "Security Resisiness on the "Record Date," w	egister"
be paid by the prepaid, to the admethod, acceptal	Paying Agent/Regddress of the regist ble to the Paying A	istrar by check sent Ur ered owner recorded in t Agent/Registrar, requeste	terest payment date, and intere nited States mail, first-class, p the Security Register or by suc ed by, and at the risk and expe	postage h other ense of,
the registered ov	vner. All payment	ts of principal of, premi	um, if any, and interest on this	s 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.

[Capital Appreciation Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED NO. TCAB-1 MATURITY AMOUNT \$

## UNITED STATES OF AMERICA STATE OF TEXAS FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BOND SERIES 2025

Bond Date:, 20		
Registered Owner:		
Maturity Amount:		
body corporate and political sub- received, acknowledges itself indenamed above, or the registered as	ebted to and hereby promises to	ant, State of Texas, for value o pay to the Registered Owner turity Amount stated above or
	Installment	
Year of	Maturity	Stated
<u>Maturity</u>	<u>Amount</u>	Yield(s)
(Information	n to be inserted from Pricing Cer	tificate).
The respective installments of the principal amounts of each year o () to the any, paid by the initial purchasers)	of maturity from the date of del respective years of maturity (in	livery to the initial purchasers acluding the initial premium, is

Yields and compounding on	, and semiannually thereafter on each
and A	table of the "Accreted Values" per \$5,000 "Accreted
Value" at maturity is attached to this Bond.	The term "Accreted Value," as used herein, means
the original principal amount of this Bond pl	us premium, if any, paid herefor with interest thereon
compounded semiannually to	and, as the case may be, next
preceding the date of such calculation (or the	ne date of calculation, if such calculation is made on
or) at	the respective Stated Yields shown above and in the
Table of Accreted Values attached heret	o. For any date other than or
, the Accreted Value of	this Bond shall be determined by a straight line
interpolation between the values for the app	licable semiannual compounding dates (based on 30-
day months). If the date for the payment o	f 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	e date for such payment shall be the next succeeding
day which is not such a Saturday, Sunday, le	gal holiday, or day on which banking institutions are
authorized to be closed close; and payment of	on such date shall have the same force and effect as if
made on the original date payment was due.	
The installments of the Meturity Am	ount of this Bond are payable in the years of maturity
	ange or collection charges, by (the
	ttion and surrender, at its designated offices in
	Fransfer Office"), and shall be payable in any coin or
`	which at the time of payment is legal tender for the
payment of public and private debts.	vinen at the time of payment is legal tender for the
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# Unlimited Tax Refunding Bonds, Series 2025

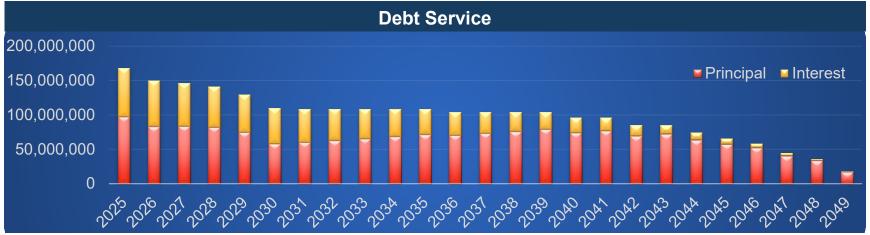
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## Fort Worth ISD Debt Profile

Outstanding Debt Summary					
	Original	Principal	Coupon		
Issue	Par Amount	Outstanding (1)	Range	Call Date	Final Maturity Date
Unlimited Tax Qualified School Construction Bonds Series 2009	\$ 31,600,000	\$ 3,950,000	0.30%	Non-Callable	12/15/2026
Unlimited Tax Qualified School Construction Bonds Series 2010	15,000,000	3,515,000	0%	Non-Callable	2/15/2027
Unlimited Tax Refunding & School Building Bonds Series 2015	270,540,000	114,585,000	3.00%-5.00%	2/15/2025	2/15/2035
Unlimited Tax Refunding & School Building Bonds Series 2016	382,025,000	171,635,000	3.00%-5.00%	2/15/2026	2/15/2041
Unlimited Tax School Building Bonds Series 2018	162,340,000	137,750,000	5.00%	2/15/2027	8/15/2043
Unlimited Tax School Building Bonds Series 2019A	139,350,000	125,860,000	2.37%-5.00%	2/15/2029	8/15/2044
Unlimited Tax Refunding Bonds Series 2019B	56,965,000	29,015,000	5.00%	Non-Callable	2/15/2029
Unlimited Tax School Building Bonds Series 2020	121,725,000	108,885,000	2.00%-5.00%	2/15/2030	2/15/2045
Unlimited Tax Refunding Bonds Taxable Series 2021B	94,280,000	93,745,000	2.23%-5.00%	2/15/2031	2/15/2039
Unlimited Tax School Building Bonds Series 2021A	243,980,000	220,035,000	2.37%-5.00%	2/15/2031	2/15/2046
Unlimited Tax School Building Bonds Series 2022	138,905,000	119,110,000	4.00%-5.00%	2/15/2032	2/15/2047
Unlimited Tax School Building Bonds Series 2023	274,890,000	259,890,000	4.00%-5.00%	2/15/2032	2/15/2048
Unlimited Tax School Building Bonds Series 2024	273,645,000	273,645,000	4.00%-5.00%	2/15/2034	2/15/2049
	Total	\$ 1,661,620,000			



(1) As of December 31, 2024.



## **Bond Refinancing Overview**

#### **Existing Refunding Candidate**

- Unlimited Tax Ref & School Building Bonds, Series 2015
- Call Date: 2/15/2025
- Callable Principal: \$93,050,000 (Maturities 2026-2035
- Coupon Range: 4.00% 5.00%
- Final Maturity: 2/15/2035

#### **Current Refunding**

The IRS allows for tax-exempt bonds to be refinanced only under certain circumstances. The Series 2015 Bonds, with their call date occurring on February 15, 2025, now meet that criteria.

## Refunding Summary

Key Bond Statis	tics*
Total Savings	\$4,525,937
Net Present Value Savings (\$)	\$3,799,699
Net Present Value Savings (%)	4.26%
Average Annual Savings	\$452,594
Estimated Borrowing Cost (TIC)	3.22%



<sup>\*</sup>Note: This analysis is preliminary and subject to change. Actual results will be based on market conditions at the time of pricing. For presentation purposes, rates assume Permanent School Fund (PSF) Guarantee with underlying Moody's rating of "AAA/Aa1" as of 1/08/2025.

## **Bond Order Parameters**

- Allowed under Section 1207 and 1371 of Texas Government Code
- Board delegates final pricing authority to Board selected Pricing Officer(s)
- Board establishes and approves bond sale parameters
  - Maximum Principal Amount
  - Maximum Interest Rate
  - Minimum Present Value Savings
  - Final Maturity Date
  - Expiration of Delegated Authority
- Pricing Officers can only approve bond sale if Board parameters are met
- Allows for flexibility to price on a date other than Board meeting dates

## **Proposed Parameters**

- Parameter authorization will enable the sale of the Bonds at optimum timing and structure:
  - Unlimited Tax Refunding Bonds, Series 2025
- **Board delegates final pricing authority to following Pricing Officer(s):** 
  - Superintendent
  - Chief Financial Officer
- **Board asked to approve following parameters:** 
  - ➤ Maximum Principal Amount \$93,050,000
  - ➤ Maximum True Interest Cost 4.25%
  - ➤ Minimum Present Value Savings 2.75%
  - Final Maturity Date February 15, 2035 (matches existing 2015 Bonds)
  - Expiration of Delegated Authority 365 Days

## **Participating Firms**

Co-Financial Advisors: HilltopSecurities Inc./Stifel, Nicolaus & Co., Inc.

Co-Bond Counsels: Kelly Hart/ Norton Rose Fulbright US LLP

Disclosure Counsel: West & Associates, LLP

Underwriter Team: Cabrera Capital Markets, LLC (Lead Manager)

Jeffries LLC (Co-Manager)

Baird Public Finance (Co-Manager)

Frost Bank (Co-Manager)

Underwriter's Counsel: Winstead

## **Next Steps**

**FORT WORTH ISD** 

• January 21, 2025: Board Considers Selling Unlimited Tax Refunding Bonds, Series 2025, through a Parameter Order

 Week of March 10, 2025: Pricing of Bonds & **Execution of Sale Agreements** 

April 8, 2025: Bond Closing

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## Change in 20-Year MMD



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### Recommendation

Approve an order authorizing the issuance of "Fort Worth Independent School District Unlimited Tax Refunding Bonds, Series 2025" in an amount not to exceed \$93.050 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

## Conclusion

### **QUESTIONS & ANSWERS**

# Fort Worth INDEPENDENT SCHOOL DISTRICT

# Municipal Advisory Regulatory Disclosures

#### MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement ("Conflict Disclosures") is provided by Hilltop Securities Inc. ("the Firm") to disclose information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to potential clients pursuant to MSRB Rule G-42(b) and (c)(ii).

#### PART A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to clients, which includes a duty of loyalty to clients in performing all municipal advisory activities for clients. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with client and to act in the client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

L. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk though investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the aff

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.



#### MUNICIPAL ADVISOR DISCLOSURE STATEMENT (CONTINUED)

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other clients. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to all its municipal advisory clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to any specific client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of its clients, and therefore the Firm could have interests in conflict with a client with respect to the value of the client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire a municipal advisory client's securities issued in an issue under a municipal advisory agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the client in that it could create the incentive for the Firm to make recommendations to the client that could result in more advantageous pricing of the client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to any client under a municipal advisory agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the firm's municipal advisory clients, may be undertaken on behalf of, or as counterparty to, the client, personnel of the client, and current or potential investors in the securities of the client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Firm's municipal advisory clients, such as when their buying or selling of the municipal advisory client's securities may have an adverse effect on the market for municipal advisory client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to the municipal advisory client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to its municipal advisory clients.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to its clients, or to advise clients to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by the client and the Firm of, among other things, the expected duration and complexity of the transaction and the scope of municipal services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.



#### MUNICIPAL ADVISOR DISCLOSURE STATEMENT (CONTINUED)

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

#### PART B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

<u>I. Material Legal or Disciplinary Event</u>. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.



#### MUNICIPAL ADVISOR DISCLOSURE STATEMENT (CONTINUED)

• On August 14, 2024, the Securities and Exchange Commission ("SEC") entered into a settlement order with Hilltop Securities Inc. ("Hilltop") to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop's broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop's investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel's aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of \$1,600,000, and (d) certain undertakings related to the retention of electronic communications.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <a href="http://brokercheck.finra.org">http://brokercheck.finra.org</a> and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <a href="http://www.adviserinfo.sec.gov">http://www.adviserinfo.sec.gov</a>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

#### PART C - MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action by the firm's municipal advisory clients. The disclosures are noted below.

Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.

You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org

The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version MA-Clients-Brochure.

#### PART D - Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC:

APPROVE THE BUDGETS AND ADJUSTMENTS TRANSFERRING FUNDS FROM FOREST OAK MS AND LEONARD MS TO PROGRAM CONTINGENCY TO ACCOMMODATE FUTURE PROGRAM NEEDS FOR THE 2021 BOND PROJECTS

#### **BACKGROUND:**

In alignment with the approval of the bond program in November of 2021 for capital improvement projects across the district, the following table reflects the budgets allocated for current projects.

Org	School / Project	Budget	Transfer	Revised Budget
	Schools/Programs of Choice (Workforce Based & Daggett			
021/194	Montessori)	42,585,376	0	42,585,376
042	Daggett Middle School	34,535,227	0	34,535,227
044	JP Elder Middle School	51,019,173	0	51,019,173
045	Forest Oak Middle School	69,135,847	(5,000,000)	64,135,847
048	William James Middle School	52,981,019	0	52,981,019
049	Kirkpatrick Middle School	38,890,739	0	38,890,739
050	McLean Middle School	74,959,253	0	74,959,253
051	WA Meacham Middle School	51,443,509	0	51,443,509
052	Meadowbrook Middle School	48,454,422	0	48,454,422
053	William Monnig Middle School	45,172,104	0	45,172,104
054	Morningside Middle School	55,321,979	0	55,321,979
055	Applied Learning Academy	38,748,439	0	38,748,439
056	Riverside Middle School	48,339,877	0	48,339,877
057	Rosemont Middle School	69,833,185	0	69,833,185
058	WC Stripling Middle School	60,426,944	0	60,426,944
059	J Martin Jacquet Middle School	44,046,438	0	44,046,438
060	Wedgwood Middle School	61,694,266	0	61,694,266
061	Leonard Middle School	50,247,089	(3,000,000)	47,247,089
069	McLean 6th Grade	701,301	0	701,301
070	Jean McClung Middle School	20,749,082	0	20,749,082
081	Young Women's Leadership Academy	19,279,674	0	19,279,674
	Elementary School Replacement and Consolidation #1 at Eastern			
125	Hills Site	67,238,659	0	67,238,659
147/999	Early Childhood Centers	823,014	0	823,014
	Elementary School Replacement and Consolidation #2 at Maudrie			
160	Walton Site	58,738,659	0	58,738,659
	Elementary School Replacement and Consolidation #3 at Worth			
184	Heights Site	44,238,660	0	44,238,660
256	Rolling Hills Elementary School	49,588,776	0	49,588,776
999	Building and Land Acquisition	9,081,885	0	9,081,885
	Administration Budget	10,917,043	0	10,917,043
999	Program Contingency	14,000,000	8,000,000	22,000,000
	Total	1,233,191,639		1,233,191,639
				·
918	Bond Interest as of October 31, 2024	28,861,137	0	28,861,137
	Total 2021 Bond Budget Amount with interest as of October 31, 2024	1,262,052,776	0	1,262,052,776

This budget adjustment request is to transfer funds from Forest Oak MS and Leonard MS to Program Contingency to accommodate future program needs for 2021 Bond projects. Cost savings have been identified following the entering into the construction agreements with General Contractors for both Forest Oak MS and Leonard MS.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Budgets and Adjustments Transferring Funds from Forest Oak MS and Leonard MS to Program Contingency to accommodate future program needs for 2021 Bond projects.
- 2. Decline to Approve the Budgets and Adjustments Transferring Funds from Forest Oak MS and Leonard MS to Program Contingency to accommodate future program needs for 2021 Bond projects.
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve the Budgets and Adjustments Transferring Funds from Forest Oak MS and Leonard MS to Program Contingency to accommodate future program needs for 2021 Bond projects.

 FUNDING SOURCE:
 Additional Details

 CIP 2021
 661-81-6629-045

 661-81-6629-061

661-81-6629-000

#### COST:

The adjustment of the budget between all funding sources will be made as indicated in the table above.

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Capital Improvement Program

#### **RATIONALE:**

The intent of this board agenda item is to present to the Board of Education the transfer of funds from Forest Oak MS and Leonard MS to Program Contingency to accommodate future program needs for 2021 Bond projects

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

**TOPIC:** APPROVE THE BUDGET AMENDMENT TRANSFERRING FUNDS

FROM CONSTRUCTION PROJECTS AND ADMINISTRATION FUNDS TO PROGRAM CONTINGENCY IN CONJUNCTION WITH THE 2017

CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

On July 17, 2018, the Board of Education (BOE) approved the budget for the 2017 Capital Improvement Program which reflected the allocation of revenues and expenditures that supported the proposition that was approved by the voters.

On April 9, 2019, the Board of Education approved utilizing the escalation funds for proper scope allocation and recognizing the higher costs due to market conditions over time of delivery projects as contrasted with the generation of the program budget.

On November 7, 2023, the Board of Education approved a budget transfer of \$400,000 from the program contingency to Polytechnic High School to cover additional costs. On November 7, 2023, the Board of Education also approved a transfer of any remaining funds to program contingency.

On March 26, 2024, the Board of Education approved a transfer of remaining funds from Construction Projects to Program Contingency.

As construction projects are completed, it is customary to transfer any remaining funds to a program contingency account. This budget amendment request is to transfer the remaining funds of completed projects to the program contingency.

Org No.	School Name	Budget per March 2024 BOE approval	Changes per FWISD since March '24 BOE	Current Budget	Current Changes	Revised Budget
001	Amon Carter-Riverside High School	53,307,967	152,116	53,460,083	(773,682)	52,686,401
002	Arlington Heights High School	55,927,165	194,263	56,121,428	0	56,121,428
003	South Hills High School	53,349,543	1,543,985	54,893,528	0	54,893,528
004	Diamond Hill Jarvis High School	30,861,075	745,758	31,606,833	(304,627)	31,302,206
005	Dunbar High School	39,993,237	45,769	40,039,006	0	40,039,006
006	Eastern Hills High School	51,782,330	1,991,531	53,773,861	0	53,773,861
008	North Side High School	34,837,065	1,922,001	36,759,066	0	36,759,066
009	Polytechnic High School	53,419,241	1,637,805	55,057,046	(528,872)	54,528,174
010	Paschal High School	43,590,596	1,742,692	45,333,288	0	45,333,288
011	Trimble Tech High School	44,099,241	140,508	44,239,749	0	44,239,749
014	Southwest High School	43,250,255	194,846	43,445,101	0	43,445,101
015	Western Hills High School	34,150,339	156,857	34,307,196	(347,192)	33,960,004
016	OD Wyatt High School	47,604,751	111,286	47,716,037	(666,506)	47,049,531
071	Benbrook Middle School/High School	28,891,549	502,091	29,393,640	0	29,393,640
083	Young Men's Leadership Academy	44,087,154	0	44,087,154	(2,041,248)	42,045,906

171	Tanglewood Elementary School*	5,271,020	0	5,271,020	0	5,271,020.00
176	Waverly Park Elementary School	2,259,831	9,725	2,269,556	0	22,269,556
229	Overton Park Elementary School	30,079,081	0	30,079,081	0	30,129,081
256	Rolling Hills Elementary School	3,192,000	0	3,192,000	(887,084)	2,304,916
999	High School Auditorium Improvements	2,958,056	0	2,958,056	(2,881,984)	76,072
Admin	Admin (000/082/084/750/918/999)	**	**	34,976,059	(2,298,931)	32,677,128
CTE Fund 673	Various CTE Stem Program	**	**	2,070,639	(112,396)	1,958,243
	Program Contingency	10,000,000	(3,086,054)	6,913,946	10,842,522	17,756,468
	Interest	**	**	3,456,849	0	3,456,849
	Total 2017 Job-Related Costs	712,911,496		761,420,222		761,420,222
*Tanglewood Elementary School project was allocated \$1 million from the 2013 Bond Program.						
** Admin, CTE and Interest budgets were not considered in previous budget sweep BOE agendas.						

As the bond comes to a close, all remaining funds will be moved to the contingency account.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve the Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program
- 2. Decline to Approve the Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program
- 3. Remand to Staff for Further Study

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

Approve the Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:** Additional Details CIP 2017 671-81-6629-999

#### **COST**:

The adjustment of the budget between construction projects and the program contingency will be made as indicated on the table above.

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

Not Applicable

#### **PURCHASING MECHANISM:**

Not a Purchase

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

Capital Improvement Program

#### **RATIONALE**:

The intent of this board agenda item is to present to the Board of Education the transfer of funds from construction projects to program contingency funds in conjunction with the 2017 Capital Improvement Program.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, Operations

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE CONTRACT FOR ARCHITECTURAL SERVICES,

ENGINEERING SERVICES, AND PROFESSIONAL SERVICES FOR APPLIED LEARNING ACADEMY PROJECT IN CONJUNCTION WITH

THE 2021 CAPITAL IMPROVEMENT PROGRAM

#### BACKGROUND:

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural, Engineering, and Professional Services for the 2021 Capital Improvement Program.

The decision to relocate Applied Learning Academy will necessitate the issuing of a contract to LPA, Inc. for Architectural, Engineering, and Professional Services based on the estimated cost of construction for the project.

#### STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- Approve Contract for Architectural Services, Engineering Services, and Professional Services Amount for Applied Learning Academy Project In Conjunction With The 2021 Capital Improvement Program.
- 2. Decline to Approve Contract for Architectural Services, Engineering Services, and Professional Services Amount for Applied Learning Academy Project In Conjunction With The
  - 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Contract for Architectural Services, Engineering Services, and Professional Services for Applied Learning Academy Project, in Conjunction with The 2021 Capital Improvement Program.

**FUNDING SOURCE:** Additional Details 661-81-6629-055

#### COST:

Not To Exceed \$2,070,633.65

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

LPA, Inc.

#### **PURCHASING MECHANISM:**

Competitive Solicitation Bid Number RFQ 22-041 Number of Bids/Proposals Received: 50 Number of Compliant Bid/Proposals: 50

HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program
TEA# 055 Applied Learning Academy

#### RATIONALE:

Architectural, Engineering, and Professional Services are necessary to support the 2021 Capital Improvement Program.

#### **INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE PURCHASE OF HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM FOR WILKERSON GREINES ATHLETIC CENTER UTILIZING PROGRAM CONTINGENCY FUNDS IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

#### **BACKGROUND:**

The maintenance department seeks approval to replace the heating, ventilation, and air conditioning (HVAC) system in the natatorium at the Wilkerson Greines Athletic Center. The current system is outdated and inefficient, leading to high operational costs and poor indoor air quality. A new HVAC system will feature advanced technology aimed at improving energy efficiency. Additionally, it will enhance the overall environment of the natatorium, ensuring a healthier space for users and providing a more comfortable experience for both swimmers and spectators.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Purchase of Heating, Ventilation, and Air Conditioning System for Wilkerson Greines Athletic Center Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program
- 2. Decline to Approve Purchase of Heating, Ventilation, and Air Conditioning System for Wilkerson Greines Athletic CenterUtilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program
- 3. Remand to Staff for Further Study

#### SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Heating, Ventilation, and Air Conditioning System for Wilkerson Greines Athletic Center Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program

**FUNDING SOURCE:** Additional Details

CIP 2017 671-81-6629-918

**COST**:

\$1,334,618.00

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

Texas Air Systems, LLC

#### **PURCHASING MECHANISM:**

Cooperative Agreement

TIPS Contract #22010602

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a cooperative agreement. Pricing obtained through TIPS, Contract 22010602. Supporting documentation is attached. The recommended vendor is listed above.

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

Maintenance

#### **RATIONALE**:

The installation of the new HVAC system for the natatorium will ensure an efficient and reliable operational framework within the facility.

#### **INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, Operations David Guerra, Executive Director, Maintenance

#### **QUOTATION - TIPS**

Date: December 4, 2024To: Fort Worth ISDAttn: Joel Sanchez

**Project:** Wilkerson-Greines Activities Center Natatorium

**TIPS Contract Number: 22010602** 



#### PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
Natatorium HVAC Replacement	2	Seresco Natatorium Units	\$1,319,618.00
Contingency	1	Contingency	\$15,000.00
TOTAL NET PRICE			\$1,334,618.00

<sup>\*</sup>FOB Factory, Full Freight Allowed, Tax Not Included

We are pleased to quote the following through TIPS Comprehensive HVAC JOC per contract #22010602. Effective March 26, 2022 – March 31, 2025. The terms and conditions of TIPS contract supersedes all other.

#### **EQUIPMENT**

#### SERESCO (2) CWT-061-NL-X

- 61 Ton 8-compressor dehumidifier with six stages of control
- No pool water heater
- Outdoor
- Horizontal 2" double walled
- 460/3/60
- R454B
- Fused disconnect unit mounted
- Purge/Economizer motorized damper (in addition to OA motorized damper option)
- Unit mounted exhaust fan and purge/economizer fan
- Unit mounted hot water coil
- 25,000 supply CFM
- Please see submittal for all equipment information

#### **EVOLUTION (2) EVO-1000 (CAN BE SUBSTITUTED FOR LOCHINVAR)**

- Copper fin-tube construction
- 1000 MBH input
- 85% thermal efficiency
- Please see submittal for all equipment information

#### **ELECTRICAL**

- Disconnect existing circuits from the existing pool unit, boiler and remote condenser and make safe.
- Transition and modify conduit and wire to connect to the new equipment once it is set in place.
- Furnish and install new disconnects for each piece of equipment.
- Install and wire CO2 sensors to the space to allow units to purge when necessary.

#### **MECHANICAL**

- Receive equipment at the crane yard and store for up to 2 months.
- Provide delivery of the equipment to the jobsite.
- Haul off and dispose of the old equipment.
- Provide crane and rigging to remove and set the equipment.

#### **DEMO SCHEDULE**

- Shut down both systems.
- Shut down makeup water to the existing boiler and disconnect from units.
- Recover refrigerant from the remote condensers.



- Disconnect all side discharge ductwork.
- Demo all interconnecting refrigerant piping.
- Disconnect condensate piping from each unit.

#### **CRANE & RIGGING**

- Provide (3) semi-trucks to haul off all equipment.
- Set the new Seresco unit on the existing I-beam frame that the current unit is on.
- Set the remote condensers on the existing housekeeping pad.
- Set the new boilers on the existing I-beam frame and provide base supports, if needed.

#### **INSTALLATION**

- Furnish and install interconnecting refrigerant piping from the remote condensers to the coil connections.
- Leak check and evacuate all piping and pull the vacuum down to 400 microns for the startup.
- Startup equipment.
- Refrigerant for startup included.
- Fabricate and install duct transitions to connect to the new equipment.
- Furnish and install hot water piping from the boiler to the coil connection.
- Furnish and install piping insulation with metal jacketing for all exterior refrigerant suction limes and boiler piping.
- Connect existing make-up water to the new boiler as needed.

#### PREVENTATIVE MAINTENANCE

- Preventative maintenance for all equipment is included in this proposal for 5 years.
- Two visits per year
- Maximum 8 hours per visit

#### **PROPOSAL NOTES & CLARIFICATIONS**

- Lead Time at Time of Bid: 17-19 Weeks (Subject to change)
- Customer to have work area cleared of any objects that could impede work being performed.
- Payment and Performance Bond Is Included
- 5 Year Parts Warranty Included on All Equipment
- Equipment portion to be invoiced once equipment is received. Remainder to be invoiced at completion of work.
- Contingency only to be used with District approval. Any unused contingency will be deducted from final invoice.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Applicable taxes are not included and will be added to the invoice. If tax exemption certificates are provided, taxes
  will not be included.
- Any service not listed is not included.
- This proposal does not include repairing any deficiencies found that were deficient prior to beginning this project, and not caused during the installation.
- TAB is excluded.

QUOTE ACCEPTANCE:	Texas AirSystems ACCEPTANCE:		
	<u> </u>		
Signature	Signature		
	David Garcia- Account Executive		
	Telephone: 817-475-3142		
Printed Name	Email: <u>DavidA.Garcia@TexasAirSystems.com</u>		

. . . . . . . . . . . . .

-This quotation is good until December 20, 2024.

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TACLA00011151C Regulated by The Texas department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, <a href="https://www.tdlr.texas.gov">www.tdlr.texas.gov</a>

<sup>-</sup>Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.

<sup>-</sup>F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.

<sup>-</sup>Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.

<sup>-</sup>Texas AirSystems equipment will be supplied based upon approved submittal data.

Retainage is not allowed. Texas AirSystems is a material supplier and will be supplying the entire purchase order value upon delivery of equipment.

<sup>-</sup>Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.

<sup>-</sup>Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.

<sup>-</sup>Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.

<sup>-</sup>Insurance certificates and bonds can/will be provided upon request.

#### TURNKEY TERMS & CONDITIONS

Company: The Company as used herein shall mean Texas AirSystems LLC. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

**Price Policy**: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay Production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce liep and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

Shipping Terms and Dates: All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

**Taxes**: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

**Cancellations:** Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return Goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer. Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect, or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause whats o ever including, but not limited to any delay, act, error, or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

#### Available only in the United States:

Equal Employment Opportunity/ Affirmative Action Clause:

Texas AirSystems is a federal contractor who complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 *U.S.C.* Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 *U.S.C.* Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

This agreement is governed and construed in accordance with the laws of the State of Texas.

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts

to ship to location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g., filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, of abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, 6029 W. Campus Circle. # 100, Irving, TX 75063; (972)-570-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLICENCE, OR STRICT TORT. The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer, or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of failure.

#### ACTION AGENDA ITEM BOARD MEETING January 21, 2025

TOPIC: APPROVE AMENDMENT TO MASTER SERVICES AGREEMENT FOR LONG-RANGE FACILITIES MASTER PLAN

#### BACKGROUND:

On September 26, 2023, the Board of Trustees approved a resolution on facilities planning and development calling for a study of school building capacity. Accordingly, in October 2023, the District entered into an agreement for master facility planning. An emphasis on communicating with and gathering input from stakeholders at all levels has been paramount throughout the process. Due to the evolution of the project and expansion of outreach channels beyond the original scope, additional community engagement is required to support the process through the Spring of 2025. This amendment extends the service term through May 31, 2025.

The initial agreement amount approved by the Board in October 2023 was in the amount of not-to-exceed of \$2,075,000. By extending the services to the end of the school year, the additional services will increase the original cost by \$195,000.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

#### **ALTERNATIVES:**

- 1. Approve Amendment to Master Services Agreement for Long-Range Facilities Master Plan
- 2. Decline to Approve Amendment to Master Services Agreement for Long-Range Facilities

Master Plan

3. Remand to Staff for Further Study

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

Approve Amendment to Master Services Agreement for Long-Range Facilities Master Plan

FUNDING SOURCE: Additional Details:

CIP 2021 661-81-6291-B49-819-99-000-000000

#### COST:

Original Amount......\$2,075,000 Amendment Amount......\$195,000

Grand Total.....\$2,270,0000

**VENDOR:** 

Hoar Program Management, LLC

#### **PURCHASING MECHANISM:**

Competitive Solicitation

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

Not Applicable

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

District-Wide

#### RATIONALE:

The scale and length of community engagement has increased significantly throughout the course of this project. While a Community Task Force was included in the original scope, the number of additional small groups and Steering Committee meetings were added to the schedule to ensure perspectives from across the community are included in the recommendation process. This focus on community engagement is extending the project timeline to the spring of 2025.

#### **INFORMATION SOURCES:**

Kellie J. Spencer, Deputy Superintendent, Operations Mike Naughton, Executive Director, Facility Planning and Rentals