

Regular Meeting

Notice is hereby given that on Tuesday, February 18, 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 meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the <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, February 17, 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 North Side High School J.R.O.T.C.

- 3. RECOGNITIONS
 - A. Recognition of Student Greeters

- B. TMEA All-State Musicians
- C. Benbrook MHS Choir Selected as a TMEA Invited Group
- D. Texas Thespians Community for Theatre Education
- E. North Side High School Mariachi Espuelas de Plata Latin Music Artist Award Winner

4. PUBLIC COMMENT

5. ACTION ITEM

A. Consider and Take Action to Nominate Sole Finalist for the Position of Superintendent of Schools

6. BOARD COMMITTEE REPORT

10 - 13

Board Committee Report - February 2025.docx @

7. INTERIM SUPERINTENDENT REPORT

Priority 1: Student Academic Excellence

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

9. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion on Compliance with the Texas Open Meetings Act Regarding Attendance at Community Meetings
 - 2. Discussion on Compliance with Board Operating Procedures and Policies Regarding Board Travel
 - 3. To discuss participation in multi-district litigation involving youth social media usage and related litigation and entering into a contingency fee contract with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC to represent the District (Texas Government Code §551.071)

- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Executive Director, Transportation
 - Deliberation regarding the Termination of Mr. Kevin Wolfe's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.
- 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. January 14, 2025 Meeting Minutes

 Board Workshop Jan 14 2025 Minutes Html

 Board Workshop Jan 14 2025 Minutes Html
- B. January 21, 2025 Meeting Minutes

 Regular Meeting Jan 21 2025 Minutes Html

 17 33

Administrative Services, Dr. Karen Molinar, Interim Superintendent

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

C. Approve First Reading - Revisions to Board Policies

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

D.	Approve the Quarterly Investment Report for the Period: October 1, 2024 - December 31, 2024	43 - 59
	Quarterly Investment 12-31-24.docx Quarterly Investment Report- 12-31-2024.pdf Q	
E.	Approve the Second Amendment for the Advisory Agreement Between Fort Worth ISD and Public Trust Advisors Public Trust Advisors Advisors Agreement.pdf Second Amendment To Agreement.pdf	60 - 63
F.	Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for Armored Courier Services	64 - 66
	Armored Courier Services.docx Ø	
G.	Approve Provider Service to Support School Health and Related Services (SHARS)	67 - 70
	Provider Service to Support SHARS.docx @ Onward Offer.pdf @	
Н.	Award the Request for Proposal for Depository Services to the Recommended Bank and Execute the Attached Contract as Recommended by the District	71 - 77
	Bank Depository.docx @ Contract Bank Depository.pdf @	
Safety	and Security, Daniel Garcia, Executive Director	
I.	Approve Purchase of Emergency and Campus-Wide Communication System Replacement at Two Sites Emergency Campus-Wide Communication System Replacement.docx Digi Security Systems Quote.pdf	78 - 94
J.	Approve Purchase of PTZ Cameras for Surveillance Trailers PTZ Cameras.pdf Digi Security Systems Quote.pdf	95 - 100
K.	Approve Purchase of Security Patrol Cars for Safety & Security	101 - 104

	Security Patrol Cars.pdf @	
L.	Approve Purchase of Metal Detectors for High Schools Metal Detectors High School.pdf	105 - 107
М.	Approve Purchase of Metal Detectors for Middle Schools <u>Metal Detectors Middle Schools.pdf</u> <i>②</i>	108 - 110
N.	Approve Replacement of Exterior Doors at Four Schools Replacement of Exterior Doors.pdf P	111 - 115
	g and Leading Division, Mohammed Choudhury, Deputy tendent, Learning and Leading	
0.	Approve Arlington Heights High School Yearbook Contract Arlington Heights HS Walsworth Yearbook.docx Walsworth Yearbook Purchase Agreement.pdf	116 - 118
P.	Approve Purchase of ALEKS Learning Solutions McGraw Hill Consent Agenda.pdf McGraw Hill Quote.pdf	119 - 126
Q.	Approve Addendum of Purchase of Software Licenses for Specialized Classrooms Software Licenses for Specialized Classrooms.docx TeachTown Contract Addendum and Quote.pdf	127 - 132
R.	Approve Ratification of Fees for Arlington Heights High School Cheer National Competition AHHS Cheer Nationals 2025 Consent Agenda (revised).docx UCA Nationals JV.pdf Varsity UCA National.pdf	133 - 141
Operati	ons, Kellie Spencer, Deputy Superintendent	
S.	Approve Authorization to Negotiate and Enter into an Agreement for Project Management Services Project Management Services.pdf	142 - 143
Mainter	ance and Operations, David Guerra, Executive Director	
T.	Approve the Purchase of Locksmith Supplies <u>Locksmith Supplies.pdf</u> <u>Pupplies.pdf</u> <u>Woodard Quote</u>	144 - 149

	<u>010825.pdf</u> ∅	
U.	Approve Purchase of Bleachers for Paschal High School Bleachers for Paschal HS.pdf Ponder Company, Inc Quote.pdf	150 - 152
V.	Approve Purchase of Rekey Supplies Rekey Supplies.pdf P FWISD Rekey Master Quote	153 - 160
W. Techno	Approve Replacement of Ductwork and Welding Hoods in the Welding Lab at Trimble Technical High School Ductwork Welding Hoods at Trimble Tech HS.pdf SDB, Inc. Quote.pdf Quote.pdf Pology, Ramesh Krishnamurthy, Chief Technology Officer	161 - 163
Х.	Approve Purchase of Annual Document Management Software License Subscription Annual Document Management Software License Subscription.pdf DocuNav Solutions Quote.pdf	164 - 167
Y.	Approve Renewal of Secure Email Gateway Services Secure Email Gateway Services.docx CDW-G Quote.pdf	168 - 171
Z.	Approve Software Contract for the Data Management System for Students with Disabilities TCASE-Empower.pdf © Empower IEP Quote.pdf ©	172 - 185
AA.	Approve Purchase of Docusign Licenses <u>DocuSign Licenses.pdf</u> <u>Docusign Quote.pdf</u>	186 - 188

11. ACTION AGENDA ITEMS

- A. Item(s) Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director of Transportation

Administrative Services, Dr. Karen Molinar, Interim Superintendent

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

- C. Approve the Termination of Mr. Kevin Wolfe's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code
- D. Consideration and Adoption of Resolution Approving
 Contingent Fee Legal Services Contract, including Findings
 Needed for Submission of Contingent Fee Legal Services
 Agreement and Request for Expedited Review by the Texas
 Attorney General

189 - 193

Resolution - Legal.docx @

Exhibit C - Resolution to Approve Findings - Fort Worth ISD.pdf

E. Consideration and Adoption of Contingent Fee Legal Services Agreement with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC

194 - 212

Legal Services Agreement.docx *®*Exhibit D - Approved Contingent Fe

Exhibit D - Approved Contingent Fee Agreement - Fort Worth ISD.pdf

- 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
- I. 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

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

J. Approve a Resolution of the Fort Worth Independent School District Board of Trustees to Transition Employee Calendar and Ensure Employees are not Adversely Affected by Change

213 - 216

K.	Approve Resolution of the Fort Worth Independent School District Board of Trustees Requesting Reappraisal for the 2025 Tax Year	217 - 221
	Reappraisal for the 2025 Tax Year.pdf @ TAD Resolution.pdf @	
L.	Approve Budget Amendment for the Period Ending January 31, 2025	222 - 226
	Budget Amendment Jan 31 2025.pdf Ø	
	ormation, Innovation and Accountability, Nancy Sticksel, ate Superintendent	
М.	Approve and Authorize the Superintendent to Enter Into an Agreement with Abre for Data Management and Consulting Services	227 - 230
	Data Management and Consulting Services.docx @ ABRE.pdf @	
N.	Approve Recommendation to Renew and Expand the Texas Wesleyan University Partnership with FWISD to Operate and Manage Selected FWISD Campuses <u>Leadership Academy.docx</u> <i>P</i>	231 - 232
0		222 225
0.	Approve 2024-2025 Targeted Improvement Plan <u>Targeted Improvement Plan 2024-2025.docx</u> Ø	233 - 235
Operat	ions, Kellie Spencer, Deputy Superintendent	
-	cs, J.J. Calderon, Executive Director	
P.	Approve the Turf Resurface at Amon Carter-Riverside HS, Diamond Hill-Jarvis HS, Southwest HS, and Benbrook MHS Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program Turf Replacement.pdf P Hellas Quote.pdf P	236 - 249
Capita	l Improvement Program, Carl Alfred, Senior Officer	
Q.	Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at J. Martin Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program	250 - 251

Bond J Martin Jacquet CMAR GMP.docx @

- R. Approve Authorization to Negotiate with a Construction

 Manager at Risk for GMP Amendment #2 for Construction

 Services for Information Technology (IT) Scope of Work at

 Leonard Middle School Renovations in Conjunction with the

 2021 Capital Improvement Program

 Bond Leonard MS CMAR GMP.docx

 Bond Leonard MS CMAR GMP.docx
- S. Approve Authorization to Negotiate with a Construction

 Manager at Risk for GMP Amendment #2 for Construction

 Services for Information Technology (IT) Scope of Work at

 W.C. Stripling Middle School Renovations in Conjunction with
 the 2021 Capital Improvement Program

 Bond WC Stripling MS.docx
- T. Approve Increase to Previously Approved Architectural
 Services, Engineering Services, and Professional Services
 Amount for J. Martin Jacquet Middle School in Conjunction
 with the 2021 Capital Improvement Program

 Bond J Martin Jacquet.docx

 Bond J Martin Jacquet.docx
- U. Approve Authorization to Negotiate with a Construction

 Manager at Risk for Construction Services and Authorization
 to Negotiate and Award Contracts for Architectural and
 Engineering Professional Services for GMP Amendment #2 for
 Information Technology (IT) Scope of Work at WorkforceBased Success High School at Como Montessori Renovations
 Utilizing 2017 Program Contingency Funds in Conjunction
 with the 2021 Capital Improvement Programs.

Bond Workforce Based Success HS.docx @

12. ADJOURN

REPORT ONLY AGENDA ITEM BOARD MEETING February 18, 2024

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

Wallace Bridges

Wallace Bridges

Dr. Camille Rodriguez

Dr. Michael Ryan

Anne Darr

Quinton Phillips

Board Audit

Tobi Jackson* * Denotes Committee Chair

Anael Luebanos Dr. Michael Ryan

Quinton Phillips *Alternate

Policy

Dr. Camille Rodriguez* Anne Darr Anael Luebanos Quinton Phillips

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 PRIORITIES:

- 1 Student Academic Excellence
- 2 Student and Family Engagement
- 3 Employee Effectiveness and Retention
- 4 Operational Alignment and Efficiency

Board Finance Committee:

The Board Finance Committee met on Tuesday, January 21, 2025, via in-person or the ZOOM platform. Chair Trustee Kevin Lynch attended in person, while Trustee 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, Kelley Lewis, Alex Athanason, Ramesh Krishnamurthy 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 eight items:

- 1. October/November 2024 Monthly Financials
- 2. 2025-26 Enrollment Update
- 3. Budget Amendment on the January Board Meeting
- 4. Proposed Budget Amendment for February for IT Capital Expenditures TRE Rollover
- 5. Quarterly Report for Federal Applications submitted for October through December 2024
- 6. 2025 Bond Refunding Transaction
- 7. Moving Contract/Work Calendar Days for 2025-26
- 8. Upcoming Division of Business and Finance Board Items
- 9. Staffing Update

CFO Carmen Arrieta-Candelaria presented the November financials, noting that due to timing, the October financials were not presented during the committee meeting, however, these financials are available on the District's website. First, the CFO presented the financials for the debt service and food services fund. Both of these funds are in line with expectations and within budget. It was noted that a budget amendment for the food services fund would be on the January board agenda to use the excess fund balance in the amount of approximately \$12M. This was approved by TDA prior to submitting it for board approval.

With regard to the general fund, the fund showed a year-to-date revenue of \$287,861,000 against a budget of \$827,218,000, reflecting a positive variance of \$46,635,000 compared to the previous year, primarily due to state revenues being distributed at a higher amount than in the prior year. She noted reductions in federal revenues due to changes in funding sources, but overall, the financial outlook appears stable with improvements in both revenue and expenditure categories. Expenditures year-to-date at November 30, 2024, reflected a spend of \$252.2M, a decrease of \$15.2M as compared to this same time in the prior year.

Trustee Lynch inquired the spend % of District functions, particular function 51. CFO Arrieta-Candelaria indicated that she would expect that at least 50% of district spending should be in the instructional function (Function 11) while the function for plant maintenance (Function 51) should be typically between 8-10% of budget. Current spending is slightly above this target, with function 51 accounting for approximately 12.38% of the budget, higher than the typical percentage due to additional allocations as a result of the prior Tax Ratification Election (TRE) and increased maintenance needs. She also discussed the TRE approved in 2017-2018, which generates around \$24 million annually for educational needs, emphasizing that these funds will be reserved until the 2026-2027 fiscal year before being incorporated into the general budget.

A brief overview of the projected 2025-26 enrollment was also presented as well as a 10-year historical view of the District's actual enrollment. The budget for 25-26 will be based on an enrollment of 68,861, as compared to this year's snapshot actual enrollment of 70.431.

Ramesh Krishnamurthy provided an overview of technology infrastructure modernization efforts, focusing on a five-year plan to enhance student engagement and operational efficiency. He highlighted the need for funding in three areas: new student devices, data center upgrades, and cybersecurity investments. A budget amendment to allocate the \$3.549M to fund the plan will be presented at the February 18th board meeting. The use of fund balance is recommended, however, staff will be looking at revenues to determine if revenues are available to cover this amount.

Ms. Arrieta-Candelaria presented a proposal to transition employee calendars to align with pay calendars that would be effective with the 25-26 school year. She outlined the rationale behind the change as well as the impacts on employee salaries, leave accruals, start/end dates, benefit plan year and work calendars. The impact of this change primarily impacts 239/244 employees, however, all employees will have an impact to their pay calendars which will change from September 1 – August 31, to an August 1 – July 31 calendar. A board resolution will be presented to the board on February 18th that will recommend to the board to waive the 1.08/0.67 days that employees will have been overpaid at that point in time, due to the difference between the amount employees are paid and the days they actually work.

Chief Bailey presented the staffing update in preparation of the upcoming 2025-26 budget. Topics discussed included the following:

- Class Size Ratios
- Staffing Formulas
- Multiple Projections Data Points
- Market Research
- Targeted Salary Adjustment Recommendations
- Competitive Incentive Recommendations
- Staffing Budget Scenarios (Board Requests)
- Compensation Plan Proposal

In addition, Chief Bailey presented the staffing timelines for employee transfers as well as recruitment efforts culminating in a hiring event in April that will begin the hiring efforts to address the staffing needs for the upcoming fiscal year. Lastly, he presented the proposed staffing ratios for elementary, middle and high schools for next year.

Not discussed but included in the packet was the Public Notice of Federal Grant Applications, the 2025 bond refunding transaction and the approval of the contract amendment with SchoolCash Online. All three of these items will be on the January 21st board meeting.

The next meeting will be held on February 24, 2025 from 12:00 p.m. to 1:00 p.m. This meeting will be held via Zoom due to the TASBO conference.

The Board Finance Committee adjourned at 1:08 p.m.

INFORMATION SOURCES:

Carmen Arrieta-Candelaria, Chief Financial Officer

MINUTES OF THE MEETING OF FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on Tuesday, January 14, 2025.

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, January 14, 2025, 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 January 10, 2025, at 3:00 p.m.

/s/ Cindy Hernandez Coordinator Board of Education

RETURN OF THE MEETING JANUARY 14, 2025

I, Cindy Hernandez of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 10, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on January 10, 2025.

/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
Second Vice President Dr. Michael Ryan, District 7
School Board Secretary Anael Luebanos, District 8 - *Arrived at 5:43 p.m.
Trustee Dr. Camille Rodriguez, District 1
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 Carmen Arrieta-Candelaria, Chief Financial Officer Ramesh Krishnamurthy, Chief Technology Officer Woodrow Bailey, Chief Talent Officer Sidney Pounds, Assistant General Counsel

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

School Board President Roxanne Martinez called the Workshop to order at 5:33 p.m.

2. PUBLIC COMMENT

Speakers:

Amanda Inay

Scott Blanco

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

Trustees and Interim Superintendent made comments

The meeting was recessed to move into Executive Session at 5:47 p.m.

4. EXECUTIVE SESSION

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee (Texas Government Code §551.074)
 - 1. Review and Discussion of Proposed Goals and Constraints Related to the Superintendent's Evaluation

The meeting was reconvened at 11:26 p.m.

5. ADJOURN

The meeting was adjourned at 11:26 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

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, January 21, 2025.

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, January 21, 2025, 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 January 17, 2025, at 5:00 p.m.

/s/ Cindy Hernandez
Coordinator
Board of Education

RETURN OF THE MEETING JANUARY 21, 2025

I, Cindy Hernandez of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on January 17, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on January 17, 2025.

/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
Second Vice President Dr. Michael Ryan, District 7
School Board Secretary Anael Luebanos, District 8
Trustee Dr. Camille Rodriguez, District 1
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 Regular Meeting to order at 5:31 p.m.

2. PLEDGES, VISION, AND MISSION

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

The South Hills High School Students led the pledges, vision and mission statements.

3. RECOGNITIONS

Communications Coordinator, Cesar Padilla, recognized the student greeters, followed by Academy 4 and Kaboom video.

- A. Recognition of Student Greeters
- B. Academy 4
- C. Kaboom

4. PUBLIC COMMENT

Speakers:

Bob Willoughby

Ernie Moran

Amanda Inay

David Hafer

Robert Rogers

Trenace Dorsey-Hollins

Carline James

5. REPORTS

A. Public Notice of Federal Grant Applications Submitted between October 1, 2024 and December 31, 2024 2025 January Board Report Final.pdf *②*

Trustee Darr: Is the only report during this portion of the meeting the Public Notice of Federal Grant Applications?

Response: This is a report only and in compliance with the revised CB(Local) policy.

No questions or comments.

6. BOARD COMMITTEE REPORT

Board Committee Report - January 2025.docx @

No questions or comments.

7. INTERIM SUPERINTENDENT REPORT

Fort Worth ISD Strategic Plan - Presentation

January Board Presentation DRAFT.pdf

Ø

Dr. Molinar, Interim Superintendent, presented Fort Worth ISD Strategic Plan.

Trustees, Anne Darr, Wallace Bridges, Kevin Lynch, Anael Luebanos, Dr. Camille Rodriguez, Tobi Jackson, Roxanne Martinez made comments

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

Trustees Anael Luebanos, Anne Darr, Dr. Michael Ryan, Dr. Camille Rodriguez and Roxanne Martinez made comments.

Dr. Molinar, Interim Superintendent, thanked the board and shared a Board Appreciation Video.

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

9. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas

Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. 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)
 The meeting was reconvened at 9:17 p.m.

10. CONSENT AGENDA ITEMS

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

Governance and Strategic Communications, Toni Cordova, Chief

A. December 10, 2024 - Meeting Minutes

Regular Meeting - Dec 10 2024 - Minutes - Html @

Administrative Services, Dr. Karen Molinar, Interim Superintendent

B. Approve Contract Renewal for a Customer Engagement Platform

ThoughtExchange Action-Item January-2025.docx

ThoughtExchange Fort Worth ISD 2025-2026 Order Form.pdf

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	Engage	Particip	Thought	Ratings
Usage	ments	ants	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

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

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

<u>CFW Parks Recreation Amendment Renewal.pdf</u>

<u>CFW Parks Recreation - Amendment Renewal 2024-2025.pdf</u>

O

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 Jan 21 2025 - Consent Form 2025 PIA Non Business Days.docx

Public Information Act Calendar 2025.pdf

Public Public Information Public Public Information Public Public

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

G. Approve Amendment to Provide Training and Devices for Internal Finance Funds Accounting Software System School Cash Online Contract

POS Addendum KEV Group and FWISD.pdf @

Trustee Darr: The total amount on the Board Agenda item is \$40,000, but the two attached invoices total \$26,775. Am I overlooking something?

Response: 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

Ø

 Approve Budget Amendment for the Period Ending December 31, 2024

Consent Agenda Template Form -Child Nutrition Services
Budget Transfer.docx ❷ Budget Amendment ending
December 31 2024.pdf ❷

Safety and Security, Daniel Garcia, Executive Director

J. Approve Repair of Door Position Switches for Access
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 @
 Digi Quote (002).pdf @

L. Approve Purchase of Barracuda Door Defense System for Classroom Doors

<u>Approve Barracuda Door Defense System.pdf</u>

Ø

M. Approve Purchase of New Computers for the Visitor Management System - Raptor Raptor Computers Jan 2025.pdf ∅

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

board consent item radios 2.pdf @

O. Approve Substitute Access Badge Reissue 1218 Board Access Cards T&G.pdf ∅

Trustee Darr: 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?

Response: 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

Operations, Kellie Spencer, Deputy Superintendent

Capital 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

01.2025 Board -Contract for CMAR Pre-Construction Services - Daggett MS 042-101.docx @

Technology, Ramesh Krishnamurthy, Chief Technology Officer

R. Approve Ratification of Technology Asset Management System and Services

Frontline TAMS.docx Q Quote Frontline TAMS.pdf Q

11. ACTION AGENDA ITEMS

Accept Consent Agenda Items

Moved by: Dr. Michael Ryan

Seconded by: Anael Luebanos

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

A. Item(s) Removed from Consent Agenda

B. Second Reading and Consideration to Approve Resolution Prioritizing Student Literacy

Literacy Resolution Second Reading 1-21.docx @

Literacy Resolution Second Reading.docx @

Moved by: Anne Darr

Seconded by: Tobi Jackson

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

C. Approve Action on the Hiring Process for the Superintendent Position

Superintendent Hiring 01212025.docx @

<u>Literacy Resolution Second Reading.docx</u> *₱*

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

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

2nd VP, Dr. Michael Ryan made the following motion: I move to direct the administration to post the vacant superintendent position for a period of ten days beginning January 23, 2025, in compliance with board policy and Texas Education Code, and to initiate the hiring process under the guidance and facilitation of the board.

Administrative Services, Dr. Karen Molinar, Interim Superintendent

D. Approve the Fort Worth ISD Strategic Plan

FWISD Strategic Plan 1-21-2025.docx

Strategic Plan Draft January 2025.pdf

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.

Moved by: Tobi Jackson

Seconded by: Anael Luebanos

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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

<u>Wage Continuation Resolution01.21.25.docx</u>

<u>Resolution for Wage Continuation 01.21.25.docx</u>

Ø

Trustee Darr: The Winter Weather Resolution is not

attached.

Response: The agenda has been updated to include the resolution.

Moved by: Tobi Jackson

Seconded by: Dr. Michael Ryan

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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
No action was taken.

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

Moved by: Tobi Jackson

Seconded by: Quinton Phillips

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

1st VP, Tobi Jackson made the following motion: I move to propose termination of the term contract of Kevin Wolfe for good cause pursuant to Chapter 21 of the Texas Education Code.

- H. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause PursuNo action was taken.ant to Chapter 21 of the Texas Education Code No action was taken.
- Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code No action was taken.
- 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 @

Moved by: Anne Darr

Seconded by: Tobi Jackson

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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

Moved by: Dr. Michael Ryan Seconded by: Tobi Jackson

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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
FWISD Refunding Presentation 01.21.25.pdf

FWISD Refunding Presentation 01.2

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.

Moved by: Dr. Michael Ryan Seconded by: Tobi Jackson

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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

Moved by: Anne Darr

Seconded by: Wallace Bridges

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

N. Approve the Budget Amendment Transferring Funds from Construction Projects and Administration Funds to Program Contingency in Conjunction with the 2017 Capital Improvement Program

<u>01.2025 Transfer from 2017 Bond Construction to 2017</u> <u>Contingency.docx</u> *⊘*

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

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

O. Approve Contract for Architectural Services, Engineering Services, and Professional Services for Applied Learning Academy Project in Conjunction with the 2021 Capital Improvement Program

<u>01.2025 Board-2021 Bond ALA Applied Learning Academy</u> LPA Inc (002).docx *❷*

Moved by: Anne Darr

Seconded by: Tobi Jackson

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

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

Moved by: Tobi Jackson

Seconded by: Quinton Phillips

Yes Anael Luebanos, Anne Darr, Dr. Camille

Rodriguez, Dr. Michael Ryan, Kevin Lynch, Quinton Phillips, Roxanne Martinez, Tobi

Jackson, and Wallace Bridges

Carried 9-0

Facility Planning and Rental, Mike Naughton, Executive Director

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

Amendment - Facility Planning.docx ∅

Moved by: Anne Darr

Seconded by: Tobi Jackson

Yes

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

Carried 9-0

12. ADJOURN

The meeting was adjourned at 9:27 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 February 18, 2025

TOPIC: APPROVE FIRST READING - REVISIONS TO BOARD POLICIES EF(LOCAL), CQC(LOCAL), BBD(LOCAL), AND CKC(LOCAL)

BACKGROUND:

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

Policy Recommendations:

- EF(LOCAL): Instructional Resources TASB recommended revisions include deletion of this local policy because EFA(LOCAL) and EFB(LOCAL) adequately address instructional materials and library materials.
- CQC(LOCAL): Technology Resources: Equipment TASB recommend revisions include adoption of the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the Superintendent must develop regulations for implementation.
- BBD(LOCAL): Board Members: Training and Orientation TASB recommended revisions include adding in language that makes clear that Public Information Act training after a violation cannot be delegated to the District's Public Information Act coordinator.
- CKC(LOCAL): Safety Program/Risk Management: Emergency Plans TASB recommended revisions include adding a section on Notice Regarding Violent Activity to comply with legal requirements.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve First Reading Revisions to Board Policies EF (LOCAL), CQC (LOCAL), BBD (LOCAL), and CKC (LOCAL)
- 2. Decline to Approve First Reading to Approve Revisions to Board Policies EF (LOCAL), CQC (LOCAL), BBD (LOCAL), and CKC (LOCAL)
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve First Reading - Revisions to Board Policies EF (LOCAL), CQC (LOCAL), BBD (LOCAL), and CKC (LOCAL).

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All Schools, Departments, and Stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Sidney Pounds, Assistant General Counsel

Note: For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional resources" may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District's educational program.

The Board shall rely on District professional staff to select and acquire instructional resources that:

- Enrich and support the curriculum, taking into consideration students' varied interests, abilities, learning styles, and maturity levels.
- 2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.
- Present various sides of controversial issues so that students
 have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily
 lives.
- 4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.
- 5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.

Selection Criteria

In the selection of instructional resources, professional staff shall ensure that the resources:

1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.

(LOCAL)

- 2. Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
- 3. Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.
- 4. Are designed to help students gain an awareness of our pluralistic society.
- 5. Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.
- 6. For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.

Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.

Faculty Screening Committee

The principal shall appoint from among the campus faculty a screening committee of not fewer than three members to participate in the process of selecting instructional resources.

Controversial Issues

District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]

Challenged Resources

A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.

DATE ISSUED: 6/6/2017 UPDATE 108 EF(LOCAL)-X

INSTRUCTIONAL RESOURCES

(LOCAL)

Informal Reconsideration

The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:

- 1. The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.
- The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.
- 3. If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.
- 4. If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.

Formal Reconsideration

A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]

Guiding Principles

The following principles shall guide the Board and staff in responding to challenges of instructional resources:

 A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were

INSTRUCTIONAL RESOURCES

EF (LOCAL)

- qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.
- 2. A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.
- 3. Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.

DATE ISSUED: 6/6/2017 UPDATE 108 EF(LOCAL)-X **ADOPTED:**

TECHNOLOGY RESOURCES EQUIPMENT

CQC (LOCAL)

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Allocations

Technology shall be allocated to meet the requirements and guidelines of the District's technology plan. All acquisitions of technology, both hardware and software, shall be reviewed and coordinated by the division of technology and conform to the District's established technology acquisition standards. Exceptions to the standards shall be reviewed and approved by the District technology committee.

Donations

Technology donations shall be coordinated through the division of technology. Donations shall meet the approved minimum standards.

Although donated equipment may be configured to run on the District-wide area network, the division of technology shall not guarantee that all District-approved applications will run on donated equipment.

DATE ISSUED: 41/22/20196/5/2024 UPDATE 414123 CQC(LOCAL)-X Adopted: 2/28/2023

BOARD MEMBERS TRAINING AND ORIENTATION

BBD (LOCAL)

Public Information Coordinator

After Election or Appointment

After a Violation

The Superintendent or designee shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

Reporting Continuing Education Credit

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

DATE ISSUED: 7/16/20186/5/2024 UPDATE 111123 BBD(LOCAL)-X

SAFETY PROGRAM/RISK MANAGEMENT EMERGENCY PLANS

CKC (LOCAL)

Emergency Operations Plan

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

- 1. Reasonable security measures when District property is used as a polling place;
- 2. Response to an active shooter emergency;
- 3. Response to a nearby train derailment, as applicable; and
- Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Notice Regarding Violent Activity

4. The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

DATE ISSUED: 1/19/20236/5/2024 UPDATE 120123 CKC(LOCAL)-A Adopted: 4/25/2023

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE

PERIOD: OCTOBER 1, 2024 - DECEMBER 31, 2024

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period October 1, 2024 – December 31, 2024, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period October 1, 2024 – December 31, 2024, totaled \$14,632,092. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve the Quarterly Investment Report for The Period: October 1, 2024–December 31, 2024.
- 2. Decline to Approve the Quarterly Investment Report for The Period: October 1, 2024–December 31, 2024.
- 3. Remand to Staff for Further Study

<u>SUPERINTENDENT'S RECOMMENDATION:</u>

Approve the Quarterly Investment Report for The Period: October 1, 2024–December 31, 2024.

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost.

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Division of Business and Finance

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

Quarterly Investment Report

October 1, 2024 - December 31, 2024

Ms. Carmen Arrieta-Candelaria, CPA Chief Financial Officer

Ms. Maria Chavez Comptroller

Ms. Samella Wilson Assistant Comptroller

Ms. Tonya Wright Treasurer



FORT WORTH INDEPENDENT SCHOOL DISTRICT Quarterly Investment Report 10/01/2024- 12/31/2024

Investment Officer's Certification

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

Total Rate of Return: 5.02%

Interest Earned During the Period: \$14,632,092 Interest Earned Fiscal Year to Date: \$30,204,778

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	35,932.89	35,932.89	35,932.89	0.00	4.75	1
Campus Activity Fund	6,361,929.64	6,361,929.64	6,361,929.64	0.53	4.75	1
CIP-2017 Bond Fund	29,191,829.03	29,191,829.03	29,191,829.03	2.41	4.73	1
CIP-2021 Bond Fund	685,868,669.24	685,868,669.24	685,868,669.24	56.64	4.76	10
Food Service Fund	23,859,511.10	23,859,511.10	23,859,511.10	1.97	4.75	1
General Operating Fund	406,213,314.41	406,213,314.41	406,213,314.41	33.55	4.69	7
Interest & Sinking Debt Service Fund	54,171,377.26	54,171,377.26	54,171,377.26	4.47	4.68	1
Real Estate Proceeds	4,206,797.96	4,206,797.96	4,206,797.96	0.35	4.69	1
Scholarships	907,603.81	925,652.80	928,837.92	0.08	4.92	56
Student Activity Funds	10,744.51	10,744.51	10,744.51	0.00	4.75	1
Total / Average	1,210,827,709.85	1,210,845,758.84	1,210,848,943.96	100.00	4.73	8

Corner Oristo-Candani	Jan 21, 2025	Maria Chavez	Jan 21, 2025
Ms. Carmen Arrieta-Candelaria, Chief Financial Officer	Date	Ms. Maria Chavez, Comptroller	Date
Tonya D. Wright	1/21/2025	Samella Wilson	Jan 21, 2025
Ms. Tonya D. Wright, Treasurer	Date	Ms. Samella Wilson, Assistant Comptroller	Date

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

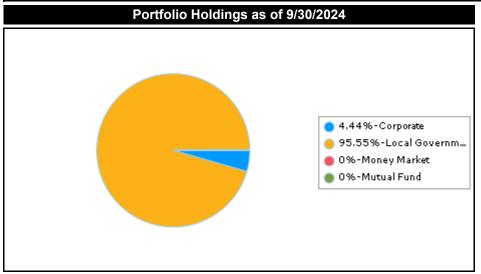
Begin Date: 10/31/2024, End Date: 12/31/2024

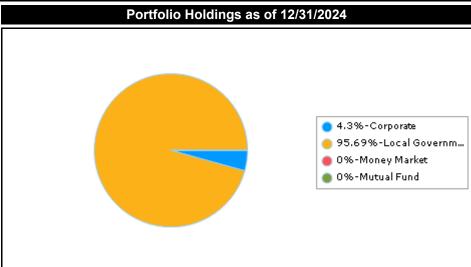
Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
10/31/2024	1,172,907,991.18	5,020,455.47	0.00	5,020,455.47	1,177,545,617.37	0.43	5.24	4.20
11/30/2024	1,212,437,253.97	4,804,052.35	0.00	4,804,052.35	1,204,138,165.68	0.40	4.89	4.34
12/31/2024	1,198,699,814.28	4,807,584.03	0.00	4,807,584.03	1,197,304,987.25	0.40	4.93	4.23
Total/Average	1,172,907,991.18	14,632,091.85	0.00	14,632,091.85	1,188,149,432.01	1.23	5.02	4.26

Annualized TRR-BV 6.00 5.00 4.00 3.00 2.00 1.00 0.00 10/2024 11/2024 11/2024 12/2024

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

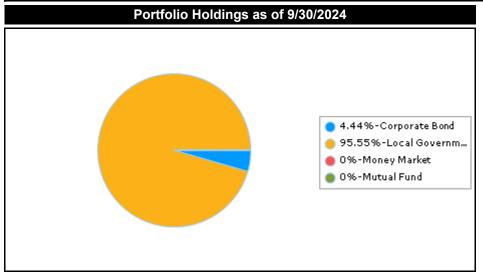
Security Sector Allocation							
Security Sector	Book Value 9/30/2024	% of Portfolio 9/30/2024	Book Value 12/31/2024	% of Portfolio 12/31/2024			
Corporate	52,107,000.00	4.44	52,107,000.00	4.30			
Local Government Investment Pool	1,120,293,070.24	95.55	1,158,718,497.96	95.69			
Money Market	4,859.06	0.00	0.00	0.00			
Mutual Fund	23,446.00	0.00	23,446.00	0.00			
Total / Average	1,172,428,375.30	100.00	1,210,848,943.96	100.00			

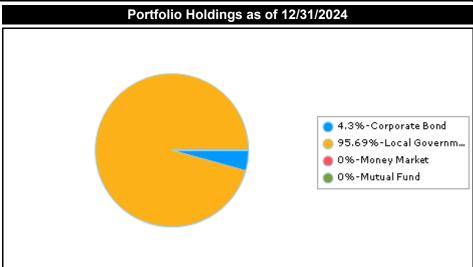




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

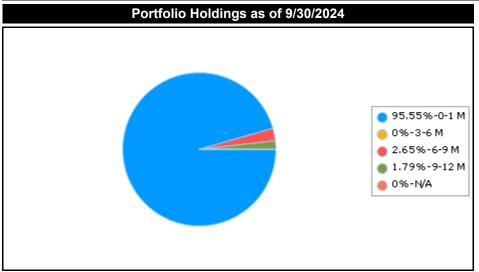
Security Type Allocation							
Security Type	Book Value 9/30/2024	% of Portfolio 9/30/2024	Book Value 12/31/2024	% of Portfolio 12/31/2024			
Corporate Bond	52,107,000.00	4.44	52,107,000.00	4.30			
Local Government Investment Pool	1,120,293,070.24	95.55	1,158,718,497.96	95.69			
Money Market	4,859.06	0.00	0.00	0.00			
Mutual Fund	23,446.00	0.00	23,446.00	0.00			
Total / Average	1,172,428,375.30	100.00	1,210,848,943.96	100.00			

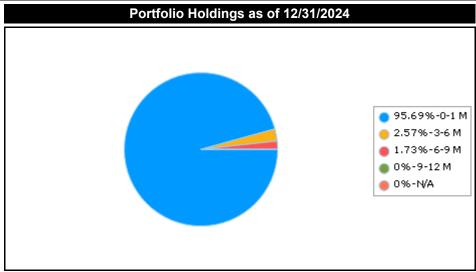




Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

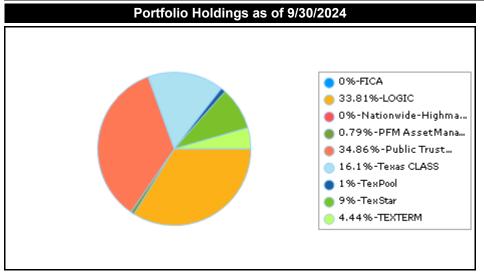
Maturity Range Allocation							
Maturity Range	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024			
0-1 Month	1,120,297,929.30	95.55	1,158,718,497.96	95.69			
3-6 Months	0.00	0.00	31,107,000.00	2.57			
6-9 Months	31,107,000.00	2.65	21,000,000.00	1.73			
9-12 Months	21,000,000.00	1.79	0.00	0.00			
N/A	21,079.28	0.00	20,260.88	0.00			
Total / Average	1,172,426,008.58	100.00	1,210,845,758.84	100.00			

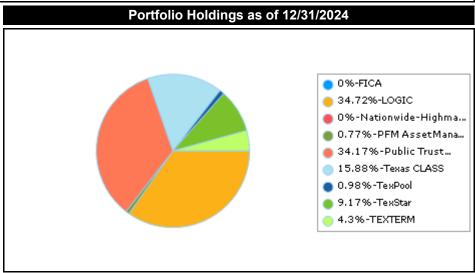




Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

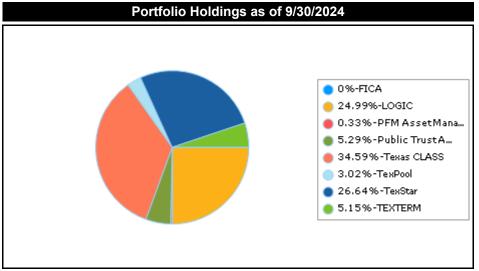
Issuer Allocation								
Issuer	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024				
FICA	4,859.06	0.00	0.00	0.00				
LOGIC	396,365,535.34	33.81	420,450,828.28	34.72				
Nationwide-Highmark Bond	21,079.28	0.00	20,260.88	0.00				
PFM Asset Managment	9,223,087.45	0.79	9,336,610.71	0.77				
Public Trust Advisors	408,720,147.21	34.86	413,793,646.97	34.17				
Texas CLASS	188,711,995.91	16.10	192,269,389.38	15.88				
TexPool	11,731,324.89	1.00	11,871,887.50	0.98				
TexStar	105,540,979.44	9.00	110,996,135.12	9.17				
TEXTERM	52,107,000.00	4.44	52,107,000.00	4.30				
Total / Average	1,172,426,008.58	100.00	1,210,845,758.84	100.00				

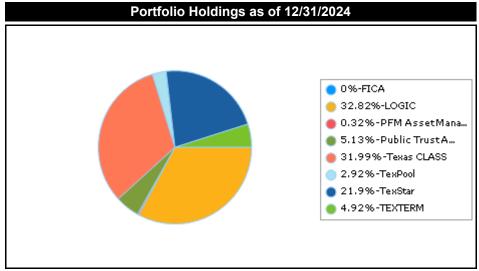




Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Issuer Allocation								
Issuer	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024				
FICA	4,859.06	0.00	0.00	0.00				
LOGIC	97,095,936.60	24.99	133,321,605.49	32.82				
PFM Asset Managment	1,275,732.50	0.33	1,291,434.97	0.32				
Public Trust Advisors	20,566,395.62	5.29	20,821,689.14	5.13				
Texas CLASS	134,395,436.19	34.59	129,935,710.13	31.99				
TexPool	11,731,324.89	3.02	11,871,887.50	2.92				
TexStar	103,511,592.95	26.64	88,970,987.18	21.90				
TEXTERM	20,000,000.00	5.15	20,000,000.00	4.92				
Total / Average	388,581,277.81	100.00	406,213,314.41	100.00				

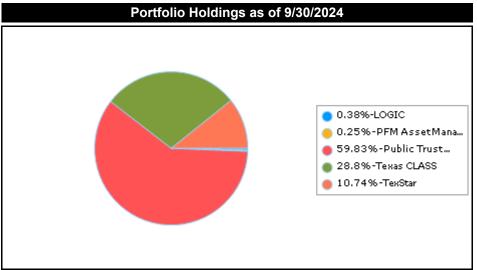


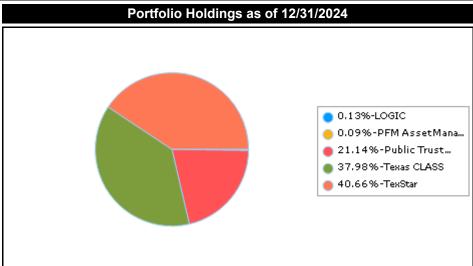


Fort Worth Independent School District Distribution by Issuer - Market Value

Interest & Sinking | Debt Service Fund

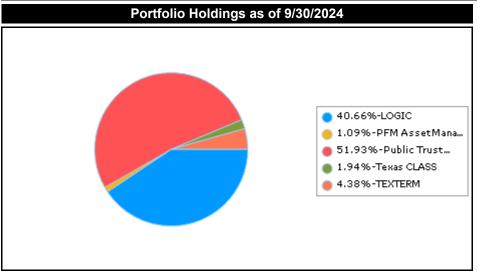
Issuer Allocation								
Issuer	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024				
LOGIC	71,923.99	0.38	72,804.56	0.13				
PFM Asset Managment	47,482.07	0.25	48,066.51	0.09				
Public Trust Advisors	11,309,822.70	59.83	11,450,213.10	21.14				
Texas CLASS	5,443,217.72	28.80	20,575,145.15	37.98				
TexStar	2,029,386.49	10.74	22,025,147.94	40.66				
Total / Average	18,901,832.97	100.00	54,171,377.26	100.00				

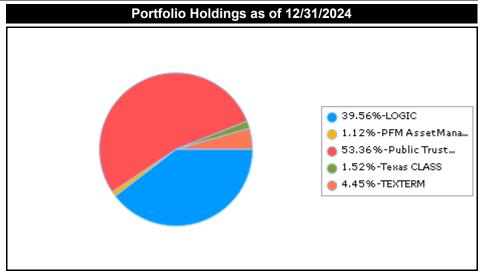




Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP:BOND FUND

Issuer Allocation							
Issuer	Market Value 9/30/2024	% of Portfolio 9/30/2024	Market Value 12/31/2024	% of Portfolio 12/31/2024			
LOGIC	295,033,454.66	40.66	282,849,620.27	39.56			
PFM Asset Managment	7,899,780.29	1.09	7,997,015.50	1.12			
Public Trust Advisors	376,843,928.89	51.93	381,521,744.73	53.36			
Texas CLASS	14,049,255.47	1.94	10,892,117.77	1.52			
TEXTERM	31,800,000.00	4.38	31,800,000.00	4.45			
Total / Average	725,626,419.31	100.00	715,060,498.27	100.00			





Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	35,932.89	100.00	35,932.89	0%	NR	1
TXCLASS0011	35,932.89	4.75	35,932.89	4.75		0.00	NR	0
			35,932.89		35,932.89	0%		1
Sub Total Agency Campus Funds	35,932.89	4.75	35,932.89	4.75		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	6,361,929.64	100.00	6,361,929.64	0.53%	S&P-AA+	1
TXCLASS0005	6,361,929.64	4.75	6,361,929.64	4.75		0.00	NR	0
			6,361,929.64		6,361,929.64	0.53%		1
Sub Total Campus Activity Fund	6,361,929.64	4.75	6,361,929.64	4.75		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	12,108,503.25	100.00	12,108,503.25	1%	NR	1
LOGIC13006	12,108,503.25	4.69	12,108,503.25	4.69		0.00	NR	0
PFM Asset Managment LGIP		11/23/2022	7,816,493.40	100.00	7,816,493.40	0.65%	NR	1
PFM-1265-05	7,816,493.40	4.75	7,816,493.40	4.75		0.00	NR	0
Texas CLASS LGIP		5/4/2018	9,266,832.38	100.00	9,266,832.38	0.77%	NR	1
TXCLASS0009	9,266,832.38	4.75	9,266,832.38	4.75		0.00	NR	0
			29,191,829.03		29,191,829.03	2.42%		1
Sub Total CIP-2017 Bond Fund	29,191,829.03	4.73	29,191,829.03	4.73		0.00		0
CIP-2021 Bond Fund								
LOGIC LGIP		9/7/2022	270,741,117.02	100.00	270,741,117.02	22.36%	NR	1
LOGIC13008	270,741,117.02	4.69	270,741,117.02	4.69		0.00	NR	0
PFM Asset Managment LGIP		11/23/2022	180,522.10	100.00	180,522.10	0.01%	NR	1
PFM-1265-06	180,522.10	4.75	180,522.10	4.75		0.00	NR	0
Public Trust Advisors LGIP		6/5/2023	381,521,744.73	100.00	381,521,744.73	31.51%	NR	1
SPP-0001	381,521,744.73	4.77	381,521,744.73	4.77		0.00	NR	0

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		2/27/2023	1,625,285.39	100.00	1,625,285.39	0.13%	NR	1
TXCLASS0012	1,625,285.39	4.75	1,625,285.39	4.75		0.00	NR	0
TEXTERM 5.07 7/22/2025		7/24/2024	21,000,000.00	100.00	21,000,000.00	1.73%	NR	203
TEXTERM1265-067	21,000,000.00	5.07	21,000,000.00	5.07	464,327.50	0.00	NR	0.56
TEXTERM 5.31 6/9/2025		6/14/2024	10,800,000.00	100.00	10,800,000.00	0.89%	NR	160
TEXTERM1265-066	10,800,000.00	5.31	10,800,000.00	5.31	313,821.00	0.00	NR	0.44
			685,868,669.24		685,868,669.24	56.63%		10
Sub Total CIP-2021 Bond Fund	685,868,669.24	4.75	685,868,669.24	4.75	778,148.50	0.00		0.02
Food Service Fund								
Texas CLASS LGIP		2/14/2012	23,859,511.10	100.00	23,859,511.10	1.97%	S&P-AA+	1
TXCLASS0002	23,859,511.10	4.75	23,859,511.10	4.75		0.00	NR	0
			23,859,511.10		23,859,511.10	1.97%		1
Sub Total Food Service Fund	23,859,511.10	4.75	23,859,511.10	4.75		0.00		0
General Operating Fund								
LOGIC LGIP		4/30/2004	133,321,605.49	100.00	133,321,605.49	11.01%	NR	1
LOGIC13001	133,321,605.49	4.69	133,321,605.49	4.69		0.00	NR	0
PFM Asset Managment LGIP		7/18/2022	1,291,434.97	100.00	1,291,434.97	0.11%	NR	1
PFM-1265-03	1,291,434.97	4.75	1,291,434.97	4.75		0.00	NR	0
Public Trust Advisors LGIP		3/27/2024	20,821,689.14	100.00	20,821,689.14	1.72%	NR	1
SPP-0002	20,821,689.14	4.77	20,821,689.14	4.77		0.00	NR	0
Texas CLASS LGIP		5/31/2010	129,935,710.13	100.00	129,935,710.13	10.73%	S&P-AA+	1
TXCLASS0001	129,935,710.13	4.75	129,935,710.13	4.75		0.00	NR	0
TexPool LGIP		6/30/2010	11,871,887.50	100.00	11,871,887.50	0.98%	S&P-AA+	1
TEXPOOL00001	11,871,887.50	4.56	11,871,887.50	4.56		0.00	NR	0
TexStar LGIP		5/31/2010	88,970,987.18	100.00	88,970,987.18	7.35%	S&P-AA+	1
TEXSTAR11110	88,970,987.18	4.56	88,970,987.18	4.56		0.00	NR	0

Description	Face Amount /	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP	Shares	YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
TEXTERM 4.89 5/12/2025		8/19/2024	20,000,000.00	100.00	20,000,000.00	1.65%	NR	132
TEXTERM1265-033	20,000,000.00	4.89	20,000,000.00	4.89	358,600.00	0.00	NR	0.37
			406,213,314.41		406,213,314.41	33.55%		7
Sub Total General Operating Fund	406,213,314.41	4.69	406,213,314.41	4.69	358,600.00	0.00		0.02
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	72,804.56	100.00	72,804.56	0.01%	NR	1
LOGIC13003	72,804.56	4.69	72,804.56	4.69		0.00	NR	0
PFM Asset Managment LGIP		7/21/2022	48,066.51	100.00	48,066.51	0%	NR	1
PFM-1265-04	48,066.51	4.75	48,066.51	4.75		0.00	NR	0
Public Trust Advisors LGIP		3/28/2024	11,450,213.10	100.00	11,450,213.10	0.95%	NR	1
SPP-0003	11,450,213.10	4.77	11,450,213.10	4.77		0.00	NR	0
Texas CLASS LGIP		5/31/2010	20,575,145.15	100.00	20,575,145.15	1.7%	S&P-AA+	1
TXCLASS0003	20,575,145.15	4.75	20,575,145.15	4.75		0.00	NR	0
TexStar LGIP		5/31/2010	22,025,147.94	100.00	22,025,147.94	1.82%	S&P-AA+	1
TEXSTAR33330	22,025,147.94	4.56	22,025,147.94	4.56		0.00	NR	0
			54,171,377.26		54,171,377.26	4.48%		1
Sub Total Interest & Sinking Debt Service Fund	54,171,377.26	4.68	54,171,377.26	4.68		0.00		0
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	4,206,797.96	100.00	4,206,797.96	0.35%	NR	1
LOGIC13007	4,206,797.96	4.69	4,206,797.96	4.69		0.00	NR	0
			4,206,797.96		4,206,797.96	0.35%		1
Sub Total Real Estate Proceeds	4,206,797.96	4.69	4,206,797.96	4.69		0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.16	20,260.88	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,185.12	NR	
PFM Asset Managment LGIP		6/25/2024	93.73	100.00	93.73	0%	NR	1
PFM-1265-07	93.73	4.75	93.73	4.75		0.00	NR	0

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		4/24/2014	598,298.19	100.00	598,298.19	0.05%	S&P-AA+	1
TXCLASS0008	598,298.19	4.75	598,298.19	4.75		0.00	NR	0
TEXTERM 5.27 6/12/2025		6/27/2024	307,000.00	100.00	307,000.00	0.03%	NR	163
TEXTERM1265-07	307,000.00	5.27	307,000.00	5.27	8,269.22	0.00	NR	0.45
			928,837.92		925,652.80	0.08%		56
Sub Total Scholarships	907,603.81	4.92	928,837.92	4.92	8,269.22	-3,185.12		0.15
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	10,744.51	100.00	10,744.51	0%	NR	1
TXCLASS0010	10,744.51	4.75	10,744.51	4.75		0.00	NR	0
			10,744.51		10,744.51	0%		1
Sub Total Student Activity Funds	10,744.51	4.75	10,744.51	4.75		0.00		0
			1,210,848,943.96		1,210,845,758.84	100.00%		8
TOTAL PORTFOLIO	1,210,827,709.85	4.73	1,210,848,943.96	4.73	1,145,017.72	-3,185.12		0.02

2. Quarterly Investment Report-12-31-2024

Final Audit Report 2025-01-21

Created: 2025-01-21

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

Status: Signed

Transaction ID: CBJCHBCAABAA204EvDFSHp17MCly7e0adttSH-CtixFQ

"2. Quarterly Investment Report-12-31-2024" History

- Document created by Tonya Wright (tonya.wright@fwisd.org) 2025-01-21 3:14:18 PM GMT- IP address: 216.200.134.62
- Document emailed to Samella Wilson (samella.wilson@fwisd.org) for signature 2025-01-21 3:15:28 PM GMT
- Email viewed by Samella Wilson (samella.wilson@fwisd.org)
 2025-01-21 3:15:30 PM GMT- IP address: 44.240.129.190
- Document e-signed by Samella Wilson (samella.wilson@fwisd.org)

 Signature Date: 2025-01-21 3:18:23 PM GMT Time Source: server- IP address: 216.200.134.62
- Document emailed to Maria Chavez (maria.chavez@fwisd.org) for signature 2025-01-21 3:18:25 PM GMT
- Email viewed by Maria Chavez (maria.chavez@fwisd.org) 2025-01-21 3:26:49 PM GMT- IP address: 52.32.254.214
- Document e-signed by Maria Chavez (maria.chavez@fwisd.org)

 Signature Date: 2025-01-21 3:28:46 PM GMT Time Source: server- IP address: 172.59.196.146
- Document emailed to Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) for signature 2025-01-21 3:28:47 PM GMT
- Email viewed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org) 2025-01-21 3:37:41 PM GMT- IP address: 52.32.254.214
- Document e-signed by Carmen Arrieta-Candelaria (carmen.arrietacandel@fwisd.org)
 Signature Date: 2025-01-21 9:41:07 PM GMT Time Source: server- IP address: 216.200.134.62
- Agreement completed.
 2025-01-21 9:41:07 PM GMT

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE THE SECOND AMENDMENT FOR THE ADVISORY

AGREEMENT BETWEEN FORT WORTH ISD AND PUBLIC TRUST

ADVISORS

BACKGROUND:

Public Trust Advisors ("PTA") was approved as an authorized investment broker during the annual review of Investment Policies and Strategies at the Board of Trustee meeting of August 27, 2024. All approved investment brokers and licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District.

As part of its investment strategy, the District established a Single Participant Pool ("Pool") with PTA March 28, 2023. In order to establish this Pool, the District and PTA entered into an Investment Advisory Agreement which allows PTA to act on the District's behalf and manage the Single Participant Pool

This is the Second Amendment for the Advisory Agreement between Fort Worth ISD and Public Trust Advisors for the period 2/24/2025-2/23/2026.

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve the Second Amendment for the Advisory Agreement between Fort Worth ISD and Public Trust Advisory.
- 2. Decline to Approve the Second Amendment for the Advisory Agreement between Fort Worth ISD and Public Trust Advisory.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Second Amendment for the Advisory Agreement between Fort Worth ISD and Public Trust Advisory.

No Cost
<u>VENDOR:</u>
Not Applicable
PURCHASING MECHANISM:
Not a Purchase
PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:
None

Approval of the Second Amendment for the Advisory Agreement between Fort Worth ISD and

Additional Details

Not Applicable

INFORMATION SOURCE:

Public Trust Advisory.

RATIONALE:

FUNDING SOURCE:

No Cost

COST:

Carmen Arrieta-Candelaria, Chief Financial Officer

SECOND AMENDMENT TO AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND PUBLIC TRUST ADVISORS, LLC

THIS SECOND AMENDMENT ("Second Amendment") is effective as of the 24th day of February 2025, by and between Public Trust Advisors, LLC, a Colorado limited liability company (hereinafter "Investment Manager") and Fort Worth Independent School District (hereinafter "Client").

RECITALS

WHEREAS, Client and Investment Manager entered into an agreement dated the 24th day of February 2023, for certain Services (the "Original Agreement"); and

WHEREAS, the term of the Original Agreement as stated in Section 7 of the Original Agreement, expire on the 23rd day of February 2024, with four (4) optional renewals of one (1) year each, upon mutual written agreement.

WHEREAS, the parties desire to extend the term of the Original Agreement for one (1) additional year on the same terms and conditions as set forth in the Original Agreement.

SECOND AMENDMENT

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the parties agree as follows:

- 1. The Original Agreement shall be amended to extend the term by one (1) year to the 23th day of February 2026.
- 2. Capitalized terms in this Second Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Second Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this Second Amendment shall govern and control the rights and obligations of the parties.
- 3. Except as expressly altered, modified and changed in this Second Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof.
- 4. This Second Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Original Agreement as of the date first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

	By:
	Print Name: Carmen Arrieta-Candelaria
	Title: Chief Financial Officer
	Date:
Attest:	
By:	_
	PUBLIC TRUST ADVISORS, LLC By:
	Print Name: Stephen J Dixon
	Title: Director
	Date: January 15, 2025

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> AUTHORIZE THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND RELATED AGREEMENT DOCUMENTS FOR ARMORED COURIER SERVICES

BACKGROUND:

Financial Services is seeking approval for the purchase of armored courier services. The District currently contracts for armored car services for daily and weekly collections and the transfer of funds to the District bank for 127 campuses and the administration building. A request for proposal (RFP) process was completed to ensure that the District has explored all available options.

Additionally, banks have specific security and transportation protocols for handling school district funds. Courier services are experienced in adhering to these standards, ensuring that the District complies with its banking institution's requirements. By utilizing professional courier services, the District ensures the safety of funds, minimizes administrative burden, and maintains compliance with financial regulations.

A thorough evaluation process was conducted to ensure the District complies with stringent financial oversight and audit requirements. Utilizing a professional courier service guarantees that all cash and check pickups are conducted according to District policies, with proper documentation and tracking for auditing purposes. This helps maintain compliance with local, state, and federal regulations regarding the handling and transport of school funds.

Armored Courier Services shall begin on February 19, 2025 (date of the signed contract) and shall continue for a term ending on February 28, 2026.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for Armored Courier Services.
- 2. Decline to Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for Armored Courier Services.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for Armored Courier Services.

FUNDING SOURCE: Additional Detail

General Fund 199-41-6299-420

199-35-6299-420

COST:

\$200,000 (Not to Exceed)

VENDOR(S)/PROVIDER(S):

Brink's Incorporated

PURCHASING MECHANISM:

Competitive Solicitation RFP# 25-039

Solicitation/Proposal Statistics
Solicitation Number: 25-039

Number of Solicitations/Proposals received: 4

Compliant Solicitations: 2

The above solicitation has been evaluated in accordance with the Texas Education Code section 44.031 (b). The vendor listed above has been selected to provide services as per the specifications of the proposal.

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

District-wide

RATIONALE:

Based on the evaluation committee's thorough review of the proposals, Brink's Incorporated professional courier services was selected. Their services ensure the safety of funds, minimize administrative burden, and ensure compliance with financial regulations.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: AUTHORIZE THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO

AN AGREEMENT AND RELATED AGREEMENT DOCUMENTS FOR A PROVIDER SERVICE TO SUPPORT SCHOOL HEALTH AND RELATED

SERVICES (SHARS)

BACKGROUND:

The Fort Worth Independent School District participates in the Texas Medicaid billing program, which includes two (2) key programs operated by the state of Texas: (1) the SHARS Program, designed to enable Texas Local Education Agencies (LEAs) to capture reimbursement for direct health services provided to Special Education students; and (2) the MAC Program, which enables reimbursement for certain allowable administrative and outreach activities performed by District staff.

The District has been actively involved in the School Health and Related Services Medicaid reimbursement program for many years, relying significantly on the revenue generated through this program. The District is committed to maximizing the benefits of SHARS while ensuring that its billing system operates efficiently and remains in full compliance with all legal requirements.

As the District's needs have evolved and the educational landscape continues to change, it became clear that a review of the integrated solution was necessary to further enhance the Medicaid SHARS Billing System. To address these needs, the district issued a Request for Proposal to procure a new Medicaid SHARS Billing System aimed at improving case management, streamlining operations, and ensuring full compliance with both state and federal regulations.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for a Provider Service to Support School Health and Related Services (SHARS)
- 2. Decline to Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for a Provider Service to Support School Health and Related Services (SHARS)
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Authorize the Superintendent to Negotiate and Enter into an Agreement and Related Agreement Documents for a Provider Service to Support School Health and Related Services (SHARS)

FUNDING SOURCE: Additional Details

General Fund 199-41-6299-420

199-53-6299-423

COST:

The cost of this service will be \$87,500 for the implementation year due within thirty (30) days of executing the contract. Annual Costs of \$395,000 (a) three percent (3%) of all SHARS gross revenue for claims processed; or (b) a minimum fee of \$350,000.00 plus detail listing below.

Implementation Year- \$87,500 due within 30 days of executing the agreement

Implementation/Start-up Fee: \$47,500Training & Maintenance Fees: \$40,000

Annual Fee- \$395,000

- Interim Payment Fees: a minimum fee of \$100,000
- Cost Report Fees: a minimum fee of \$250,000
- Training & Maintenance Fees: \$40,000
- Paper Log Fees: \$5,000

Additional fees of \$1,500 per trainer for each 6-hour training session beyond the initial thirty (30) sessions.

VENDOR(S)/PROVIDER(S):

Onward Learning

PURCHASING MECHANISM:

Competitive Solicitation RFP # 25-028

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

District-wide

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer



BEST & FINAL OFFER FOR FORT WORTH ISD

SHARS INTERIMS

- Interim Payments Fee: Customer shall pay Onward an administrative fee of either three percent (3%) of all SHARS gross revenue (interim) for all claims processed (partially or otherwise) or submitted by Onward or \$100,000, whichever is greater. It is acknowledged and understood that payments for claims processed (partially or otherwise) or submitted by Onward may be received by Customer after the term of this Agreement. Customer's payment obligations to Onward will apply to all revenue received by or due to Customer after the termination or expiration of this Agreement for any claims submitted or processed (partially or otherwise) by Onward. Customer's payment obligations shall survive termination or expiration of this Agreement.
- Note: Onward has applied a 45% discount with the proposed fee based on Onward Learning standard fee of 5%

COST REPORT

• Cost Report Fees: For reports submitted during the term of this Agreement, Customer shall pay Onward the greater of (a) three percent (3%) of all Cost Report settlements/payments due to Customer for any fiscal year which the Cost Report covered; or (b) \$250,000.

Note: Onward has applied a 45% discount with the proposed fee based on Onward Learning standard fee of 5%

MEDICAID ADMINISTRATIVE CLAIMING (MAC)

Medicaid Administrative Claiming (MAC). For any given quarter for which Onward provides services in connection with the preparation of the MAC claims, Customer shall pay Onward as follows: (a) if the MAC quarterly claim amount is less than \$4,250, Customer will pay Onward \$250; and (b) if the MAC quarterly claim amount is equal to or greater than \$4,250, Customer shall pay Onward six percent (3%) of all revenue received by Customer from the MAC claims.

PAPER TICKETS

Onward Paper Log Fee: \$5,000

Annually (only applicable if the district submits paper logs for School Health & Related Services)

IMPLEMENTATION /ANNUAL TRAINING FEE

Onward Learning Implementation, Start-Up, and Training: \$47,500 (First Year) \$40,000 (annually) Includes: 30 (6 hour training session 1-trainer) on-site training sessions, transportation training. Additional on-site training \$1500 per 6 hour session

CONSENT AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC: AWARD THE REQUEST FOR PROPOSAL FOR DEPOSITORY SERVICES TO THE RECOMMENDED BANK AND EXECUTE THE ATTACHED CONTRACT AS RECOMMENDED BY THE DISTRICT

BACKGROUND:

In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories; Chapter 176, Conflict of Interest Act; Chapter 2256, Public Funds Investment Act; and Chapter 2257, Public Funds Collateral Act, the District must select a depository contract through a formal competitive solicitation no later than the 60th day before the expiration of its current depository contract. The District's current contract ends on June 30, 2025.

The District issued a Request for Proposal for Bank Depository Services to local banking establishments within the District boundaries. Three (3) banks submitted qualified responses by the solicitation deadline, JP Morgan Chase Bank NA (incumbent), First Financial Bank, and Frost Bank.

The District followed established selection criteria within the solicitation, utilizing eleven (11) key factors to evaluate the responses:

- Cost of Service;
- Additional Services Offered;
- Funds Availability Schedule;
- Automated Services Offered;
- Ability of the Depository to provide necessary services and perform the duties as the Depository;
- Experience in providing Depository Services to similar accounts (strength of the project team);
- Collateralization policy and the type of third-party institution holding collateral;
- Fraud prevention and notification policy;
- Interest rates offered on time deposits;
- Interest rates offered on interest-bearing accounts or other investment accounts; and
- Earnings credit rate offered on average available account balances.

After a thorough evaluation of the qualified responses, the District recommends JP Morgan Chase Bank as the District's depository bank. If approved, the initial contract will begin on July 1, 2025, for a two-year term, with the option to extend the original contract for three (3) two-year terms, for a total of eight (8) years.

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Award the Request for Proposal for Depository Services to the Recommended Bank and Execute the Attached Contract as Recommended by the District
- 2. Decline to Award the Request for Proposal for Depository Services to the Recommended Bank and Execute the Attached Contract as Recommended by the District
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Award the Request for Proposal for Depository Services to the recommended bank and execute the attached contract as recommended by the District

FUNDING SOURCE: Additional Details

General Fund 199-41-6499-420

COST:

The estimated monthly bank service fee will not exceed \$25,000. The service fee has been zero based on prior account activity. The analysis will be adjusted by the floor Earnings Credit Rate (ECR) of 3.25%.

VENDOR(S)/PROVIDER(S):

JP Morgan Chase Bank, NA.

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation Statistics

Solicitation Number and Title: RFP 25-036 – Bank Depository

Number of Responses: 5

HUB Firms: 0*

Qualified Responses: 3

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

District-wide

RATIONALE:

The Texas Education Code (TEC) Chapter 45, Subchapter G governs school district depositories in Texas. The TEC requires school districts to use a uniform bid or proposal form to select a

depository.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

Depository Contract for Funds of Independent School Districts under the Texas Education Code, Chapter 45, Subchapter G, School District Depositories

State of Texas	220905
County of Tarrant	County-District Number
Article I. The Fort Worth Independent School District , referred to in this contract Name of District	
as the "District," is located in <u>Tarrant</u> County, Texas. The board of trustees of the District has select	cted
J.P. Morgan Chase N.A., referred to in this contract as the "Depository," to serve as the Depository	y of the
school funds of the District (or if there are tie bids or proposals as defined in the Texas Education Code [TEC], as one of the selection was made in accordance with the TEC, Chapter 45, Subchapter G. The Depository will serve under this contract starting with the fiscal year beginning 7/1/2025 and ending 6/30/2027, and until its successor is selected and to Date	for a two-year term
this contract is terminated sooner by the Depository's failure to adhere to all requirements of the TEC and of this contract. District include all school funds except those permitted by law to be deposited or invested otherwise at the sole discretion of trustees.	The school funds of the of the District's board of
The Depository is located at 420 Throckmorton, 4th Floor, Fort Worth, TX 76102 Tarrant County, State of	Texas, and is a
Bank Mailing Address, City, Zip Code Name of County bank as defined in the TEC, §45.201.	
Article II. The District selected the Depository based on the Depository's written bid or proposal submitted as provided by rule. The District determined that the Depository's written bid or proposal was the best, or equal to the best, among three	State Board of Education e (3) bids or er Submitted
proposals submitted to the District and opened on 12/19/2024. The bid or proposal is incorporated in this contract by refine the District and opened on Date	erence.
This contract is subject to the TEC and any amendments to it and to any acts of the Texas Legislature that affect public moduring the term of this contract.	oneys held by the District
Article III. The Depository has elected a method to adequately protect the funds of the District deposited with the Deposito TEC, §45.208, and a copy of the election is attached to this contract and incorporated by reference.	ry in accordance with the

Article IV.

- A. The TEC, §45.205, requires that this contract and any extension of this contract coincide with the District's fiscal year. If the District changes its fiscal year in accordance with the TEC, §44.0011, the parties may agree to shorten or extend the two-year term of the contract by no more than one year to coincide with the end of the new fiscal year, provided that this contract remains in effect until the Depository's successor is selected and has qualified. If the parties cannot agree, the District has the option to change the term of this contract to coincide with the end of a new fiscal year closest to its original expiration date.
- B. The District and the Depository may agree to extend this contract for three additional two-year terms in accordance with the TEC, §45.205(b). An extension under this subsection is not subject to the requirements of the TEC, §45.206.
- C. The District must electronically file this contract and any additional two-year extension of this contract with the Texas Education Agency.
- D. The Depository must allow the District to purchase time deposits that mature after the ending date of this contract; however, the Depository may apply new interest rates to the time deposits after the ending date of this contract. The District is entitled to withdraw these time deposits without penalty when this contract expires. But in that event, the Depository will be obligated only to pay interest rates comparable to rates offered in the contract for the term the time deposits were actually held. The Depository may impose an early withdrawal penalty on a time deposit withdrawn within six days of creation of the deposit, to the extent required to comply with federal regulations defining time deposits.
- E. If a contractual dispute results in litigation between the Depository and the District, the trial will be held in the county in which the District has its central office, but only if this venue designation is not considered to be a waiver of any immunity that either party to this contract may be entitled to claim.

Article V. The District and the Depository execute this contract and each retain a copy, both of which are considered to be originals, and file the contract with the TEA electronically as specified in Article IV, item C, above.

Last Modified: 01/29/2014

To Be Comple (For all fund	ted by the District and	l Verified by the Depository exas Education Agency)
(, 0, 0, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	io received from the f	exas Education Agency)
1 1 1 0 0 0 6 1 4	Type of Account:	1180195073
Routing Transit Number		Account Number
(Must be 9 digits)	Check One: X	(Up to 13 digits)
	Checking Savings	
X Charlebase if the TEA		
Check here if the TEA currently sends fund	s to an investment pool	and no change is required in routing of funds.
Please note that the account information above must ma	tch the current direct de	eposit information on file with the Texas Education Agency,
Accounting Division. If the District is changing the curren form along with the depository contract.	t direct deposit informat	tion, the District must submit a Vendor Direct Deposit Authorization
ionn along with the depository contract.		
Agreed and accepted on behalf of the District this	day	2025
_		
		Signature of President of School Board
	O. M	
Agreed and accepted on behalf of the Depository this	day of JC	WILLANY , 7075
		!
		J.P. Murfy (Nusc Bent, N. H. Typed Name of Depository
		Typed Name of Depository
		But Min
		Signature of Authorized Officer
		Authorized Officer
		Title of Authorized Officer
	Acknowledge	nent
Acknowledged before me in 10 at 114 5	County, Texas, on	1 / 17 . 20 <u>76</u> , by
Brett Harper , bank or	fficer of the Depository	named in the preceding document, for the Depository.
		M A S
		Signature of Notary
(SEAL)		Notary Public in and for Dalias
January	-	County, Texas
MARCO ANTONIO SANCH	EZ	
Notary ID #135025595 My Commission Expire:	N	
August 6, 2028		

Last Modified: 01/29/2014

Election of Collateral Method for Funds of Independent School Districts under the Texas Education Code, Chapter 45, Subchapter G, School District Depositories

In the	accordance with Article III of the Depository Contract for Funds, the Depository has elected to use the following method(s) to protect the funds of District:
	Surety bond (TEC, §45.208[b])
	X Deposit or pledge securities (TEC, §45.208[f])
A.	If the Depository elected to file with the District a corporate surety bond, then the corporate surety bond is in an initial amount of \$\

- (1) the initial amount of the corporate surety bond may rise or fall from day to day so long as all deposits of the District are fully protected;
- (2) the bond is made payable to the District and is signed by the Depository and the surety company authorized to do business in this state;
- (3) the bond and the surety on the bond are approved by the board of trustees of the District;
- (4) the bond exists under the condition that the Depository must:

contract by reference, provided further that:

- (a) faithfully perform all duties and obligations required by law and this contract;
- (b) pay on presentation all checks or drafts ordered according to law by the District's board of trustees;
- (c) pay on demand any demand deposit in the Depository;
- (d) pay any time deposit after the required notice period expires;
- (e) faithfully keep school district funds and account for the funds according to law; and
- (f) faithfully pay over to the successor depository all balances remaining in the account; and
- (5) the District may not pay a premium on the depository bond out of school district funds.
- B. If the Depository did not elect to make the corporate surety bond in the amount and as referred to in A, above, then the Depository must either deposit or pledge with the District, or with a trustee designated by the District, approved securities as defined in the TEC, §45.201. The pledged or deposited securities must meet the following conditions:
 - (1) The pledged securities must be approved securities and authorized by law and must be in a total market value sufficient to protect the funds of the District on deposit as directed at any time by the District in accordance with standards acceptable to the Texas Education Agency.
 - (2) The pledge of approved securities must be waived only to the extent of the exact dollar amount of Federal Deposit Insurance Corporation insurance protection for the District's funds on deposit with the Depository from day to day, and if the insurance protection ends, this contract must immediately become void except as provided in (4) below.
 - (3) The conditions of the pledge of approved securities required by this contract are that the Depository must:
 - (a) credit the account(s) of the District with the full amount of all State of Texas warrants presented to the Depository for the District's account no later than the next banking day after the day the Depository receives the warrants credit the account(s) of the District with the full amount of electronically transferred funds on the effective settlement date;
 - (b) faithfully perform all duties and obligations required by law and this contract;
 - (c) pay upon presentation all checks or drafts ordered according to law by the District's board of trustees;
 - (d) pay upon demand any demand deposit of the District in the Depository;
 - (e) pay any time deposit or certificate of deposit upon maturity or after the required notice period expires;
 - (f) faithfully keep school district funds and account for the funds according to law; and
 - (g) faithfully pay over to the successor depository all balances of funds remaining in the account.
 - (4) The pledge of approved securities required by this contract must continue until either this contract ends or the Depository fulfills all its duties and obligations arising out of this contract, whichever is later. And a continuing security interest in the District's favor must immediately apply to any pledge to all proceeds of sale and to all substitutions, replacements, and exchanges of the securities, and in no event may this continuing security interest be voided by any act of the Depository; however, the Depository will have the right, with the District's consent, to purchase and sell, and substitute or replace with other approved securities, any of the approved securities pledged under this contract, provided that the Depository adheres to all the other conditions of this contract, and the pledge is in addition to all other remedies available in law to the District.
 - (5) The Depository must immediately furnish or cause to be furnished to the District original and valid safekeeping or trust receipts issued by the custodian holding the approved securities pledged under this contract, marked on their face by the custodian to show the pledge and market value as required above, and the Depository must upon the District's request provide a description of securities being pledged and evidence that the securities are legally acceptable in accordance with (1) above.
 - (6) The District may examine and verify at any reasonable time a pledged investment security or a record that a custodian maintains in accordance with the Texas Government Code, §2257.061. The District or its agent may inspect at any time an investment security evidenced by trust receipt.
 - (7) Upon any closing or failure of the Depository, or any event considered by a state or federal regulatory agency to constitute a closing or failure of the Depository, title to all securities pledged under this depository contract must be considered to be vested in, and to be held by

Last Modified: 01/29/2014

- the District. The District is empowered to take immediate possession of and to sell any such pledged securities, whether in safekeeping at another bank or in possession of the District or the Depository, and the District is specifically so empowered by execution of this contract.
- (8) The collateral pledge agreement must conform to Title 12 United States Code Annotated, §1823(e), so to defeat the claim of the Federal Deposit Insurance Corporation, its successor, or any other receiver to the securities, and be:
 - (a) in writing;
 - (b) executed by the Depository at the same time the asset is acquired;
 - (c) approved by the Depository's board of directors or loan committee, with the approval reflected in the board's or committee's minutes; and
 - (d) maintained continuously from the date of its execution as an official record of the Depository.
 - The Depository must furnish the minutes of the Depository's board of directors or loan committee to the District.
- C. If the Depository elects to give both a corporate surety bond and to pledge approved securities, the corporate surety bond and pledged approved securities must be in an aggregate amount that, together with applicable Federal Deposit Insurance Corporation insurance, will adequately protect the total amount of District funds on deposit with the Depository from day to day. The provisions of A, above, permitting the amount of the corporate surety bond to rise or fall from day to day, and all the provisions of B, above, relating to the amount and conditions of pledge of approved securities, including but not limited to substitution and conditions of pledge, apply to the election permitted by this paragraph C.
- D. The Depository agrees to cover by corporate surety bond, pledge of approved securities, or both an amount that is equal to funds anticipated to be on deposit from day to day, which is estimated not to exceed \$ 22,400,000 . The amount of collateral will be calculated in accordance with the Texas Government Code, Chapter 2257, Collateral for Public Funds Act.
- E. After the beginning date of this contract if the amount of deposit exceeds that which is initially covered by corporate surety bond, pledged approved securities, and FDIC insurance, the amount covered will be increased, and original and valid safekeeping or trust receipts of the additional securities, increased corporate surety bond, or both will be provided in accordance with the TEC and Texas Education Agency rules.

Last Modified: 04/10/2018

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE PURCHASE OF EMERGENCY/CAMPUS-WIDE COMMUNICATION SYSTEM REPLACEMENT AT TWO SITES

BACKGROUND:

The board agenda item addresses the replacement of two campuses' Emergency/Campus-wide Communication systems to comply with Texas Alyssa's Law. The replacement of these systems is crucial to ensure compatibility with the new panic alarm infrastructure. Alyssa's Law, enacted in Texas in June 2023, mandates the implementation of silent panic alarms in all public schools to enhance safety measures. By upgrading these two Emergency/Campus-wide Communication systems, the district aims to create a more responsive and efficient emergency communication network. This proactive step not only fulfills legal requirements but also significantly improves the school's ability to protect students and staff during potential crisis situations, potentially saving lives through faster emergency response times.

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Emergency and Campus-Wide Communication System Replacement at Two Sites
- 2. Decline to Approve Purchase of Emergency and Campus-Wide Communication System Replacement at Two Sites
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Emergency and Campus-Wide Communication System Replacement at Two Sites

FUNDING SOURCE: Additional Details

Special Revenue \$360,074.29......429-52-6639-390

\$144,630.36......429-52-6299-390

COST:

\$504,704.65

VENDOR:

Digi Security Systems

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation

RFP #25-035 Emergency and Campus-Wide Communication System Replacements at 2 Sites

Bid/Proposal Statistics
Bid Number: 25-035

Number of Bid/Proposals received: 2

HUB Firms: 0 Compliant Bids: 2

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

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

Seminary Hills Park ES WJ Turner ES

RATIONALE:

By aligning with Alyssa's Law, which mandates the installation of panic alarms in all public schools, we are prioritizing the safety of our staff and students, providing them with a direct and immediate means to alert authorities in the event of a crisis. This proactive approach to emergency preparedness has the potential to mitigate risks and ultimately safeguard lives within our educational community.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent



ATTACHMENT A

We have prepared a quote for you

FWISD Emergency & Campus wide Comm WJ Turner

Quote # 016465 Version 1

Prepared for:

Fort Worth Independent School District

Eric McKibben
Eric.McKibben@fwisd.org



Tuesday, December 10, 2024

Fort Worth Independent School District Eric McKibben 7060 Camp Bowie Blvd Fort Worth, TX 76116 Eric.McKibben@fwisd.org

Dear Eric,

Please see below a breakdown of the proposed equipment shown as the solution for the installation of a complete new PA system including parts and labor for the WJ Turner Elementary School project.

Below is the list of materials and their quantities for the WJ Turner Elementary school project:

Provide and install one (1) Application Server VEIP6K-1.

Provide and install one (1) License VEMASS 5-year recurring.

Provide and install one (1) Quad Network Station Port VE8014BR

Provide and install three (3) SIP Compliant Quad Network Audio Port Units VE8004BR

Provide and install two (2) 6 AMP Power Supply 24 VDC V-C6124P

Provide and install one (1) 1 VE8092 Interactive Console

Provide and install one (1) Desktop Microphone V-400

Provide and install one (1) V-9939C Mic Adapter

Provide and install fortyeight (48) IP Speakers with Text and Flash VL520BK-F

Provide and install three (3) IP Message Displays with Text and Flash VL550F

Provide and install eighteen (18) Dual Sided IP Speakers w Text and Flasher VL522BK

Provide and install thirty six (36) Red Emergency Call Buttons V2976 & covers STI-6519

Provide and install thirty six (36) VE2972A Normal Call Switches

Provide and install three (3) V2970 Emergency/Normal Call Button, with Volume Control

Provide and install seventeen (17) 8-inch ceiling speakers w remote control V1020C

Provide and install three (3) 5-Watt High-Efficiency Marine Horn V1030M

Provide and install four (4) FlexHorn™ One-Way V-1080

Provide and install four (4) Wire Guard for Horns -WGHORN-2

This proposal also consists of a lift rental for the hard to reach devices (Gyms, cafeterias, auditoriums and band/orchestra rooms).



*** Digi will provide and install all Necessary devices, Terminations, Installation, Setup, Configuration & Programming. Wire is to be pulled by Digi Security Systems technicians for the IP devices as well as all the call buttons.

Partner shall provide: Access to all areas necessary for completion of this project. Necessary space for installation of devices for this system.

Project will require surface mounted raceway in various locations.

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

Richard Greene Estimator Texas



Description	Qty
Valcom Net System Valcom Network Paging System	1
The Valcom system includes the following components:	-
One (1) Application Server VEIP6K-1.	
One (1) Quad Network Station Port VE8014BR	
Three (3) SIP Compliant Quad Network Audio Port Units VE8004BR	
Two (2) 6 AMP Power Supply 24 VDC V-C6124P	
One (1) 1 VE8092 Interactive Console	
One (1) Desktop Microphone V-400	
One (1) V-9939C Mic Adapter	
Forty-eight (48) IP Speakers with Text and Flash VL520BK-F	
Three (3) IP Message Displays with Text and Flash VL550F	
Eighteen (18) Dual Sided IP Speakers w Text and Flasher VL522BK	
Thirty-six (36) Red Emergency Call Buttons V2976	
Thirty-six (36) VE2972A Normal Call Switches	
Three (3) V2970 Emergency/Normal Call Button, with Volume Control	
Seventeen (17) 8-inch ceiling speakers w remote control V1020C	

Seventeen (17) 8-inch ceiling speakers w remote control V1020C

Three (3) 5-Watt High-Efficiency Marine Horn V1030M

Four (4) FlexHorn™ One-Way V-1080

Four (4) Wire Guard for Horns -WGHORN-2

VE-MASS	VEMASS Site License, 5 year Recurring	1
STI-6519	SINGLE GANG CLEAR COVER	36
	Network components	



WJ Turner

Description		Qty
C1300-48FP-4X	Wired Switch C1300-48FP-4X,1RU,16K MAC,support SNMP,DHCP,HTTP,TFTP,Layer 2/3,802.1s,802.1w,802.1d, 802.1x,Power supply,Full PoE,48 Gigabit Ethernet +4x 10 Gigabit Ethernet+RJ45+USB,Flash 512 MB ,ARM dual-core,1 GB DDR4,MTBF 286900 hours,Limited lifetime	3
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	6
CON-SNT-C1300- 48X	Cisco Smart Net Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts	3

Subtotal: \$149,640.48

Turner Cabling and Support Equipment

Product Details

Cabling - Category 6 - Network - Plenum with J-Hooks Etc.

Cabling - 22/4 - Plenum with J-Hooks Etc. Buttons

Cabling - 18/4 - Plenum with J-Hooks Etc. Speakers

Subtotal: \$32,332.50

Wire Mold

Description		Qty
038-034-20 84050- CMM	Necessary infrastructure ½"X 8FT RACEWAY	51
038-036-20 84055- MB	Necessary infrastructure ½" x 4" MOUNTING BRACKET (10 Packs)	5
038-035-20 84053- SCM	Necessary infrastructure ½" X 2" BE SEAM COVER (10 Packs)	5
33417 84430-SWB	Necessary infrastructure BEIGE WALL PLATE/JUNCTION BX W/BACK	51
038-042-20 84056- IEM	Necessary infrastructure ½" BE INSIDE ELBOW (10 Pack)	5
038-041-20 84054- FEM	Necessary infrastructure ½" BE FLAT ELBOW (10 Pack)	5

Subtotal: \$2,619.17



Turner Project Services

Product Details

SENIOR TECH (FIRE & SECURITY)

TECH (FIRE & SECURITY)

Subtotal: \$68,250.00

Professional Installation Materials

Product Details	
DSS-INST-CAM-IN	Digi Professional Installation Materials - IP based PA speaker/clock

Subtotal: \$5,006.25

Lifts and Special Equipment

Description		Qty
DSS-LIFT-02	Digi Provided Lift	1

Subtotal: \$1,500.00



FWISD Emergency & Campus wide Comm WJ Turner

Prepared by:

Texas

Richard Greene (918) 824-2520 richardg@digiss.com

Prepared for:

Fort Worth Independent School District

7060 Camp Bowie Blvd Fort Worth, TX 76116 Eric McKibben (817) 814-2672 Eric.McKibben@fwisd.org

Quote Information:

Quote #: 016465

Version: 1

Delivery Date: 12/10/2024 Expiration Date: 02/11/2025

Quote Summary

Description	Amount
WJ Turner	\$149,640.48
Turner Cabling and Support Equipment	\$32,332.50
Wire Mold	\$2,619.17
Turner Project Services	\$68,250.00
Professional Installation Materials	\$5,006.25
Lifts and Special Equipment	\$1,500.00

Subtotal: \$259,348.40

Shipping: **\$3,142.86**

Total: \$262,491.26

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. Upon approval, a 30% mobilization deposit, excluding taxes, is due immediately. The remaining 70% will be billed based upon monthly billing milestones or substantial completion of the project. All applicable taxes will be billed upon substantial completion of the project. Exceptions to this policy are possible and include adherence to internal customer purchasing policy, governing AIA billing schedules, or other agreements in writing between the approving customer and Digi. For clarifications, questions, or edits to this policy please contact your Digi representative. This proposal is valid for 30 days. Conduit, back boxes, and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. All painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal.

1.) Any materials, work, or equipment not explicitly listed in this proposal is excluded. Any cancellation or returns are subject to a restocking fee and other charges, for which the Purchaser shall be responsible.



Texas

Fort Worth Independent School District

Signature:		Signature:	
Name:	Richard Greene	Name:	Eric McKibben
Title:	Estimator	Date:	
Date:	12/10/2024		



ATTACHMENT B

We have prepared a quote for you

FWISD Emergency & Campus wide Comm Seminary Hills

Quote # 016493 Version 1

Prepared for:

Fort Worth Independent School District

Eric McKibben
Eric.McKibben@fwisd.org



Tuesday, December 10, 2024

Fort Worth Independent School District Eric McKibben 7060 Camp Bowie Blvd Fort Worth, TX 76116 Eric.McKibben@fwisd.org

Dear Eric,

Please see below a breakdown of the proposed equipment shown as the solution for the installation of a complete new PA system including parts and labor for the Seminary Hills Elementary School project.

Below is the list of materials and their quantities for the Seminary Hills Elementary school project:

Provide and install one (1) Application Server VEIP6K-1.

Provide and install one (1) License VEMASS 5-year recurring.

Provide and install one (1) Quad Network Station Port VE8014BR

Provide and install three (3) SIP Compliant Quad Network Audio Port Units VE8004BR

Provide and install two (2) 6 AMP Power Supply 24 VDC V-C6124P

Provide and install one (1) 1 VE8092 Interactive Console

Provide and install one (1) Desktop Microphone V-400

Provide and install one (1) V-9939C Mic Adapter

Provide and install forty five (45) IP Speakers with Text and Flash VL520BK-F

Provide and install three (3) IP Message Displays with Text and Flash VL550F

Provide and install Thirteen (13) Dual Sided IP Speakers w Text and Flasher VL522BK

Provide and install thirty three (33) Red Emergency Call Buttons V2976 & covers STI-6519

Provide and install thirty seven (37) V2972A Normal Call Switches

Provide and install thirty five (5) V2971 Normal Call Switches

Provide and install two (2) V2970 Emergency/Normal Call Button, with Volume Control

Provide and install twenty-seven (27) 8-inch ceiling speakers w remote control V1020C

Provide and install four (4) 5-Watt High-Efficiency Marine Horn V1030M

This proposal also consists of a lift rental for the hard to reach devices (Gyms, cafeterias, auditoriums and band/orchestra rooms).

*** Digi will provide and install all Necessary devices, Terminations, Installation, Setup, Configuration & Programming. Wire is to be pulled by



Digi Security Systems technicians for the IP devices as well as all the call buttons.

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.

Richard Greene Estimator Dallas



Seminary Hills - Valcom Equipment

Description		Qty
Valcom Net System	Valcom Network Paging System	1
The Valcom system	includes the following components:	
One (1) Application	Server VEIP6K-1.	
One (1) Quad Netw	ork Station Port VE8014BR	
Three (3) SIP Comp	oliant Quad Network Audio Port Units VE8004BR	
Two (2) 6 AMP Pow	ver Supply 24 VDC V-C6124P	
One (1) 1 VE8092 I	nteractive Console	
One (1) Desktop Mi	crophone V-400	
One (1) V-9939C M	ic Adapter	
Forty-five (45) IP Sp	peakers with Text and Flash VL520BK-F	
Three (3) IP Message Displays with Text and Flash VL550F		
Thirteen (13) Dual Sided IP Speakers w Text and Flasher VL522BK		
Thirty-three (33) Re	d Emergency Call Buttons V2976	
Thirty-seven (37) V2972A Normal Call Switches		
Thirty-five (5) V297	1 Normal Call Switches	
Two (2) V2970 Eme	ergency/Normal Call Button, with Volume Control	
Twenty-seven (27)	8-inch ceiling speakers w remote control V1020C	
Four (4) 5-Watt Hig	h-Efficiency Marine Horn V1030M	
VE-MASS	VEMASS Site License, 5 year Recurring	1
STI-6519	SINGLE GANG CLEAR COVER	33
	Network Components	
C1300-48FP-4X Wired Switch C1300-48FP-4X,1RU,16K MAC,support SNMP,DHCP,HTTP,TFTP,Layer 2/3,802.1s,802.1w,802.1d, 802.1x,Power supply,Full PoE,48 Gigabit Ethernet +4x 10 Gigabit Ethernet+RJ45+USB,Flash 512 MB ,ARM dual-core,1 GB DDR4,MTBF 286900 hours,Limited lifetime		3



Seminary Hills - Valcom Equipment

Description		Qty
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	6
CON-SNT-C1300- 48X	Cisco Smart Net Total Care - Extended Service - Service - 8 x 5 x Next Business Day - Exchange - Parts	3

Subtotal: \$138,510.89

Seminary Cabling and Support Equipment

Product Details

Cabling - Category 6 - Network - Plenum with J-Hooks Etc.

Cabling - 22/4 - Plenum with J-Hooks Etc. Buttons

Cabling - 18/4 - Plenum with J-Hooks Etc. Speakers

Subtotal: \$36,971.25

Seminary Project Services

Product Details

SENIOR TECH (FIRE & SECURITY)

TECH (FIRE & SECURITY)

Subtotal: \$57,000.00

Professional Installation Materials

_						 _			٠.	
Е)r	$\overline{}$	А	ш		\Box	Δ	ta	ш	0
	-	u	u	w	L J	_	_	ıa	ш	

DSS-INST-CAM-IN Digi Professional Installation Materials - IP based PA speaker/clock

Subtotal: \$5,231.25

Lifts and Special Equipment

Description		Qty
DSS-LIFT-02	Digi Provided Lift	1

Subtotal: \$1,500.00



FWISD Emergency & Campus wide Comm Seminary Hills

Prepared by:

Dallas

Richard Greene (918) 824-2520 richardg@digiss.com

Prepared for:

Fort Worth Independent School District

7060 Camp Bowie Blvd Fort Worth, TX 76116 Eric McKibben (817) 814-2672 Eric.McKibben@fwisd.org

Quote Information:

Quote #: 016493

Version: 1

Delivery Date: 12/10/2024 Expiration Date: 02/16/2025

Quote Summary

Description	Amount
Seminary Hills - Valcom Equipment	\$138,510.89
Seminary Cabling and Support Equipment	\$36,971.25
Seminary Project Services	\$57,000.00
Professional Installation Materials	\$5,231.25
Lifts and Special Equipment	\$1,500.00

Subtotal: \$239,213.39

Shipping: \$3,000.00

Total: \$242,213.39

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. Upon approval, a 30% mobilization deposit, excluding taxes, is due immediately. The remaining 70% will be billed based upon monthly billing milestones or substantial completion of the project. All applicable taxes will be billed upon substantial completion of the project. Exceptions to this policy are possible and include adherence to internal customer purchasing policy, governing AIA billing schedules, or other agreements in writing between the approving customer and Digi. For clarifications, questions, or edits to this policy please contact your Digi representative. This proposal is valid for 30 days. Conduit, back boxes, and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. All painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal.

1.) Any materials, work, or equipment not explicitly listed in this proposal is excluded. Any cancellation or returns are subject to a restocking fee and other charges, for which the Purchaser shall be responsible.

320 Decker Drive Irving, TX 75062



Dallas

Fort Worth Independent School District

Signature:		Signature:	
Name:	Richard Greene	Name:	Eric McKibben
Title:	Estimator	Date:	
Date:	12/10/2024		

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF PTZ CAMERAS FOR SURVEILLANCE TRAILERS

BACKGROUND:

The implementation of PTZ (Pan-Tilt-Zoom) cameras on surveillance trailers within the school district is a strategic initiative aimed at enhancing the safety and security of students, staff, and school property. With the increasing need to monitor large areas effectively, PTZ cameras offer a versatile solution by providing comprehensive coverage through their ability to pan, tilt, and zoom, thus allowing for real-time monitoring and rapid response to incidents. These cameras are particularly beneficial in high-traffic areas, during after-school events, and in locations that are otherwise challenging to surveil with fixed cameras. By deploying PTZ cameras, the district aims to deter potential threats, quickly identify and address security breaches, and ensure a safe learning environment for all. Approval is necessary as the expenditure with the vendor exceeds \$50,000 in aggregate over the last 12 months, necessitating board authorization for this investment in enhancing the district's security infrastructure

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of PTZ Cameras for Surveillance Trailers
- 2. Decline to Approve Purchase of PTZ Cameras for Surveillance Trailers
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of PTZ Cameras for Surveillance Trailers

FUNDING SOURCE: Additional Details
Special Revenue

Additional Details
429-52-6396-390

COST:

\$16,524.04

VENDOR:

Digi Security Systems, TIPS #230101

PURCHASING MECHANISM:

Cooperative Agreement

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

District-Wide

RATIONALE:

The need for new PTZ cameras is driven by the obsolescence of existing equipment and the requirements of new surveillance trailers. The current cameras are outdated and incompatible with the district's upgraded security systems, limiting their effectiveness. Additionally, new trailers require updated cameras to ensure consistent monitoring.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent



We have prepared a quote for you

FWISD - PTZ Camera Quote - TIPS230101

Quote # 016863 Version 1

Prepared for:

Fort Worth Independent School District

Kevin Bentley kevin.bentley@fwisd.org



Tuesday, January 07, 2025

Fort Worth Independent School District Kevin Bentley 519 Burton Hill Rd Fort Worth, TX 76114 kevin.bentley@fwisd.org

Dear Kevin,

Here is the quote for the requested camera equipment. DIGI Security Systems will Provide the following for Ft Worth ISD.

Quote includes:

6x 4.0C-H6A-PTZ-DP30

6x WLMT-1021

6x ACC7 Enterprise Camera Licenses

6x ACC Upgrade Licenses

This quote is for parts and shipping only, no installation.

Johnny Quna

Johnny Luna Account Manager Dallas



Equipment Order

Product [Details	Suggested Price	Discount Amount	Price	Qty	Ext. Price
4.0C- H6A- PTZ- DP30	CAM; H6A PTZ; Pendant; 4MP; 30X	\$3,700.00	\$1,295.00	\$2,405.00	6	\$14,430.00
WLMT- 1021	MOUNT; PENDANT ARM; 20CM LONG	\$105.00	\$36.75	\$68.25	6	\$409.50
ACC7- ENT	ACC 7 Enterprise camera channel	\$316.51	\$110.78	\$205.73	6	\$1,234.38
ACC- ENT- SMART- 1YR	Avigilon Control Center Enterprise Smart Assurance Plan - License - 1 Year	\$32.10	\$11.24	\$20.86	6	\$125.16

Subtotal: \$16,199.04

Shipping

Description		Price	Qty	Ext. Price
Shipping	Shipping/Processing	\$325.00	1	\$325.00

Subtotal: \$325.00



FWISD - PTZ Camera Quote - TIPS230101



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

Prepared for:

Fort Worth Independent School District
519 Burton Hill Rd
Fort Worth, TX 76114
Kevin Bentley
(817) 814-2667
kevin.bentley@fwisd.org

Quote Information:

Quote #: 016863

Version: 1

Delivery Date: 01/07/2025 Expiration Date: 03/19/2025

Quote Summary

Description	Amount
Equipment Order	\$16,199.04

Subtotal: \$16,199.04

Shipping: \$325.00

Total: \$16,524.04

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE PURCHASE OF SECURITY PATROL CARS FOR SAFETY & SECURITY

BACKGROUND:

Some of the existing patrol cars currently assigned to the Safety Officers have reached the end of their useful life, where the cost of keeping them running is increasing. The Safety Officers use the cars to patrol our schools and respond to emergencies throughout the District.

To maintain effective patrolling, it is imperative that we obtain the needed mechanically sound equipment to provide to our staff to use in the Safety & Security mission to the District

The purchase for six new patrol vehicles will enable the department to provide for the patrol function of the department mission. Four cars will be purchased by grant funds allowed for this purpose and two from TRE funds allocated to the department.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Security Patrol Cars for Safety & Security
- 2. Decline to Approve Purchase of Security Patrol Cars for Safety & Security
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Security Patrol Cars for the Safety & Security Department

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6631-390

\$106,540

TRE 198-52-6631-390

\$53, 470

COST:

\$160,010

VENDOR(S)/PROVIDER(S):

Caldwell Country Chevrolet

PURCHASING MECHANISM:

Cooperative Agreement BuyBoard

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

Safety & Security

RATIONALE:

This purchase of six patrol vehicles for Safety & Security to replace assigned cars that have high mileage and are incurring increasing maintenance costs. The vehicle are for safety officers who patrol our schools and investigate transportation accidents

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836 BUYBOARD 724-23

End Use	er: FORT WORTH ISD			Caldwell Rep: BEN LAUREANO QUOTE#22825				
Contact	: SHAUN BURNS			Phone: 979-567-6155				
Phone/e	mail: SHAUN.BURNS@FWISD.OR	<u>G</u>		Date: Friday, February 28, 2025				
Product	Description: CHEVROLET MAI	LIBU		email: <u>ben@caldwellcountr</u>	y.com			
A.	Bid Series: 3			A. Base Price:	\$ 25,410.00			
B.	Published Options [Itemize each below]		1					
Code	Options	Bid Price	Code	Options	Bid Price			
1ZC69	2025 CHEVROLET MALIBU	INCL		REAR VISION CAMERA	INCL			
4 777	4 DOOR	n.c.		REMOTE KEYLESS ENTRY	INCL			
1FL	LS EQUIPMENT GROUP	INCL		POWER WINDOW/LOCK	INCL			
H1H	MEDIUM AS GRAY, CLOTH TRIM	INCL		CRUISE CONTROL	INCL			
IOR	CHEV. INFOTAINMENT 3 SYSTEM	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL			
LFV	ENGINE, 1.5L TURBO DOHC 4 CYLINI	INCL		CARPET FLOORING LANE KEEP ASSIST W/ DEPARTURE	INCL			
MRG	TRANSMISSION, CVT	INCL						
WPR	DRIVER CONFIDENCE PACKAGE	INCL		FORWARD COLLISION ALERT	INCL			
			<u>l</u>	Total of B. Published Options:				
				Total of 201 addistical options.				
C.	Unpublished Options [Itemize each below	v, not to excee	ed 25%]					
**DDIC	Disclaimer ES/QUOTES ARE VALID FOR		CAZ U	Unpublished Options //HITE / AVAILABLE STOCK UNIT	Bid Price COLOR /			
CONST BEFOR COMM	((30) DAYS DUE TO SUPPLY CHAIN RAINTS. REVERIFY PRICING RE ISSUING A PURCHASE ORDER. DDITY SURCHARGES MAY APPLY A PURCHASE ORDER IS ISSUED**				DELIVERY			
			<u> </u>	Total of C. Unpublished Options:				
D.	Registration, Inspection, Paperwork, Pos	tage cost, Co	urthouse t	ime, & Runner time:	\$ -			
Е.	UPFITTERS:							
F.	Manufacturer Destination/Delivery:							
G.	Floor Plan Interest (for in-stock and/or e		cles):		\$ 800.00			
Н	Lot Insurance (for in-stock and/or equip	ped vehicles):			-			
I.	Contract Price Adjustment:				-			
J.	Additional Delivery Charge:		_miles		\$ 325.00			
К.	Subtotal:	x K =			\$ 26,535.00			
L.			\$ 106,140.00					
M.	Trade in:	OULD			\$ 400.00			
N.	BUYBOARD FEE PER PURCHASE OF			,				
О.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE) \$ 106,540.00 Page 103 of 260							

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836 BUYBOARD 724-23

End Use	er: FORT WORTH ISD		Caldwell Rep: BEN LAUREANO QUOTE#22825					
Contact:	: SHAUN BURNS			Phone: 979-567-6155				
Phone/er	mail: SHAUN.BURNS@FWISD.OR	<u>G</u>		Date: Friday, February 28, 2025				
Product	Description: CHEVROLET MAI	LIBU		email: ben@caldwellcountr	<u>y.com</u>			
A.	Bid Series: 3			A. Base Price:	\$ 25,410.00			
B.	Published Options [Itemize each below]		T					
Code	Options	Bid Price	Code	Options	Bid Price			
1ZC69	2025 CHEVROLET MALIBU	INCL		REAR VISION CAMERA	INCL			
	4 DOOR			REMOTE KEYLESS ENTRY	INCL			
1FL	LS EQUIPMENT GROUP	INCL		POWER WINDOW/LOCK	INCL			
H1H	MEDIUM AS GRAY, CLOTH TRIM	INCL		CRUISE CONTROL	INCL			
IOR	CHEV. INFOTAINMENT 3 SYSTEM	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL			
LFV	ENGINE, 1.5L TURBO DOHC 4 CYLINI	INCL		CARPET FLOORING	INCL			
MRG	TRANSMISSION, CVT	INCL		LANE KEEP ASSIST W/ DEPARTURE	INCL			
WPR	DRIVER CONFIDENCE PACKAGE	INCL		FORWARD COLLISION ALERT	INCL			
·				Total of B. Published Options:				
C.	Unpublished Options [Itemize each below	mat ta awaa	.d 250/1					
С.	Disclaimer	, not to excee	u 23 /0]	Unpublished Options	Bid Price			
**PRICE	ES/QUOTES ARE VALID FOR		GAZ - W	HITE / AVAILABLE STOCK UNIT	COLOR /			
CONST BEFOR COMMO	(30) DAYS DUE TO SUPPLY CHAIN RAINTS. REVERIFY PRICING E ISSUING A PURCHASE ORDER. DDITY SURCHARGES MAY APPLY A PURCHASE ORDER IS ISSUED**				DELIVERY			
				Total of C. Unpublished Options:				
D.	Registration, Inspection, Paperwork, Pos	tage cost, Co	urthouse t	ime, & Runner time:	\$ -			
Е.	UPFITTERS:							
F.	Manufacturer Destination/Delivery:							
G.	Floor Plan Interest (for in-stock and/or e Lot Insurance (for in-stock and/or equip)		,		\$ 800.00 \$ -			
H -	•	pea venicies):						
I. -	Contract Price Adjustment:				\$ -			
J. 	Additional Delivery Charge:		_miles		\$ 325.00			
K.	Subtotal:				\$ 26,535.00			
L.		x K =			\$ 53,070.00			
M.	Trade in:							
N.	BUYBOARD FEE PER PURCHASE OF				\$ 400.00			
О.	TOTAL PURCHASE PRICE WITH BU ARE SUBJECT TO CHANGE WITHOUT	\$ 53,470.00 Page 104 of 2						

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF METAL DETECTORS FOR HIGH SCHOOLS

BACKGROUND:

We purchased some metal detectors in December to replace the old portal detectors that are at the end of their life span. The newest generation of metal detectors are battery operated, all climate, free of wires and electrical cords. They are two single detector poles making them much more portable easier to relocate through doors in the high schools to where the detectors are needed. They provide faster more efficient screening of a large volume of people in a short time without people needing to divest themselves of bags or purses for hand screening. This purchase is for eighteen (18) systems, batteries and chargers to complete the replacement of the end of life detectors in the high schools and to allow positioning of a second metal detector in the largest high schools with multiple buildings.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Metal Detectors for High Schools
- 2. Decline to Approve Purchase of Metal Detectors for High Schools
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Metal Detectors for High Schools

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6639-390

\$263,005.40

COST:

\$263,005.40

VENDOR(S)/PROVIDER(S):

Ceia USA

PURCHASING MECHANISM:

Cooperative Agreement Buy Board 669-22

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

Safety & Security All District High Schools

RATIONALE:

These metal detectors are the latest generation in metal detector technology. The detectors are battery powered, safe to scan people with internal medical devices, unobtrusive. They allow faster scanning in a touchless and respective way of a large volume of people. This purchase completes the update of metal detectors for all high schools.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent



6336HUDSON CROSSING PKWY HUDSON, OH 44236 P: (330-405-3190 F: (330)-405-3196 **QUOTE #: 063939**DATE: 12/13/2024

Page 1/4

E-mail: correctional@ceia-usa.com

BILL TO:

FORT WORTH INPEPENDENT SCHOOL DISTRICT

CARLOS MOLINA 7060 CAMP BOWIE BLVD FORTH WORTH, TX 76116 P: +1 817-228-3320

SHIP TO:

FORT WORTH INPEPENDENT SCHOOL DISTRICT

CARLOS MOLINA 7060 CAMP BOWIE BLVD FORTH WORTH, TX 76116 P: +1 817-228-3320

Customer ID	PO Number	Ship Via	Sales Rep	Payment Terms	Req. Ship
FORWOR		COMMON CARRIER	TMCDERMOTT	NET 30	12/13/24

QTY.	U/M	Item #	Description	Unit Price	Ext. Price
18	EACH	108960-LTE	OPENGATE with LTE Board	\$14,056.00	\$253,008.00
Item Note:					
BUYBOARD (.co 22 DD1	CINC			
BUTBUARD	009-22 FKI	CING			
72	EACH	48-11-1812	18V Battery	\$0.00	\$0.00
Item Note:					
COST INCLU	DED		•		
COST INCLO	טבט				
18	EACH	48-59-1802	Milwaukee Charger - Dual	\$0.00	\$0.00
Item Note:				•	·
	DED				
COST INCLU	DED				
18	EACH	109444BU4	Larger stabilizing plates for OPENGATE R6	\$382.20	\$6,879.60
	L/ (C/)	103111001	Larger Stabilizing places for Or ENGINE NO	Ψ302.20	φο,ο, 3.00
Item Note:					
BUYBOARD (569-22 PRI	CING			
1	EACH	95287U	Encapsulated NILECJ2B Test Piece, CEIA USA	\$177.80	\$177.80
Item Note:					
BUYBOARD (569-22 PR1	CING			
20.20.40					

BUYBOARD 669-22 PRICING

Subtotal	\$260,065.40
Misc	\$0.00
Tax	\$0.00
Freight & Handling	\$2,940.00
Discount	\$0.00
Total	\$263,005.40

ALL AMOUNTS ARE IN U.S. DOLLARS

TEL: 330-405-3190 / FAX: 330-405-3196

"We add a 3% surcharge on all credit card payments. This surcharge is not greater than our total cost of accepting credit cards. There is no surcharge for debit card payments"

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF METAL DETECTORS FOR MIDDLE SCHOOLS

BACKGROUND:

We purchased some metal detectors in December to replace the old portal detectors that are at the end of their life span. This purchase of the next generation of metal detectors is intended to completely replace the older tan walkthrough portals, currently in use, that are near end of life and increasingly failing. Repair of the older portals is not an option. These newer detectors can better find items hidden under student's clothes such as small knives and vaping devices. The new metal detectors are easy to move and fast to set up and begin scanning.

This purchase is for twenty (20) systems, batteries and chargers to complete the replacement of the end of life detectors in the middle schools and to allow positioning of a metal detector in some of the alternative schools.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Metal Detectors for Middle Schools
- 2. Decline to Approve Purchase of Metal Detectors for Middle Schools
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Metal Detectors for Middle Schools

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6639-390

\$330,000.

COST:

\$330,000.

VENDOR(S)/PROVIDER(S):

Metrasens

PURCHASING MECHANISM:

Cooperative Agreement Dallas ISD RFP-EN-207544

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

Safety & Security
All District Middle Schools and select other schools as needed

RATIONALE:

These metal detectors are the latest generation in metal detector technology. The detectors are battery powered, safe to scan people with internal medical devices, unobtrusive. They allow faster scanning in a touchless and respective way. This purchase completes the update of metal detectors for all middle schools.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent



Metrasens Equipment Proposal

Account Name Fort Worth Public Schools Quote Number 00010523

Expiration Date 2/28/2025

Company Address 1842 Centre Point Circle, Suite 110 Expected Delivery 2-4 Weeks ARO

Naperville, IL 60563 Payment Terms Net 30

US

Prepared By Patrick Clark
Phone 405-549-5007

Email pclark@metrasens.com

Bill To Name Fort Worth Public Schools Ship To Name Fort Worth Public Schools

Product Code	Product	Description	Quantity	List Price	Sales Price	Total Price
01-09-03-WSXBF-US	Metrasens Ultra White With Carry Case & Base & Freeway Mat USA	- Metrasens Ultra (White) with Xact ID - Portable, freestanding base - Instruction manual - Power adapter - Hard-sided transportation case - Floormat Non Adhesive Ultra Freeway - One (1) year warranty	20.00	USD 21,995.00	USD 16,500.00	USD 330,000.00

Totals		
	Subtotal	USD 330,000.00
	Grand Total	USD 330,000.00

Please note all new customers must fill out New Customer Registration by clicking on the link:

CUSTOMER REGISTRATION FORM

All items are open market items unless otherwise specified. Metrasens' terms and conditions are hereby incorporated in this quotation. Any purchase order that may result from this quotation will be in acceptance with these terms and conditions. Metrasens' standard terms and conditions and warranty statement can be viewed at the following URL: https://www.metrasens.com/terms-and-conditions. The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (June 1995). All items are open market items (non-GSA), unless otherwise explicitly stated in this quote. Prices do not include state sales tax, miscellaneous fees or import/export duties of any kind. Metrasens reserves the right to modify any terms and/or conditions stated in the above quotation. Tax ID #: 46-5010378 DUNS #: 03-746-0715

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE REPLACEMENT OF EXTERIOR DOORS AT FOUR SCHOOLS

BACKGROUND:

The 2023-2025 Safety and Facilities Enhancement (SAFE) Grant Cycle allocated additional funds to school districts to meet school safety standards required in 19 TAC §61.1031. A Request for Proposals (RFP) was issued to solicit proposals from licensed and qualified vendors to remove and install new exterior doors on designated campuses in order to meet the State of Texas school safety mandates regarding instructional facilities. Proposals were evaluated to determine the best value for the District based on the evaluation criteria defined in the RFP and two vendors were selected for the project.

This action item is for the installation of new exterior doors at four schools. These schools were the second group of doors and were identified as high priority sites based on safety assessments and have been selected for the second round of exterior door replacements.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Replacement of Exterior Doors at Four Schools
- 2. Decline to Approve Replacement of Exterior Doors at Four Schools
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of Exterior Doors at Four Schools

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6299-390

COST:

\$828,642.02

VENDOR(S)/PROVIDER(S):

SDB Contracting Services

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation RFP #24-086 Front Door Replacement

Bid/Proposal Statistics Bid Number: 24-086

Number of Bid/Proposals received: 2

HUB Firms: 0 Compliant Bids: 2

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

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

Como Leadership Academy
Sagamore Hill ES
Daggett ES
McLean MS (on doors not covered by CIP)

RATIONALE:

Replacement of the exterior doors will improve security at the three identified schools and allow the District to meet school safety standards as required in 19 TAC §61.1031.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent



CONSTRUCTION PROPOSAL

Fort Worth Independent School District Exterior Doors Replacements—Four Schools--#24-086

SDB Representative:

Project Location:

Miles Wilson Senior Project Manager SDB, Inc. miles.wilson@sdb.com M: 214-669-9379 Four campuses Listed within project scope

November 25, 2024

David Guerra Lou GuerreroArea Managers
Fort Worth Independent School District

Subject: Exterior Door Opening Replacements---Four Campuses

Gentlemen,

SDB Contracting Services, Inc. respectfully submits our proposal to accomplish the subject work. Specifically the proposal includes all labor, material and equipment to perform the work described in the scope of work below. All work will be performed in accordance with regulations as directed by OSHA, Federal, State, and Local codes. Work shall be performed in a manner that is acceptable by industry standards, and as mandated by the agreements between SDB Contracting Services, Inc. and the Fort Worth Independent School District.

SCOPE OF WORK:

Provide all plant, labor, equipment and materials and perform all operation necessary to perform the below scope of work. Work shall include the following:

1. **GENERAL REQUIREMENTS:**

- a. Exterior door replacement only
- b. Doors will be metal doors
- c. Door frame to be metal with required frame preparation, caulking, and painting
- d. Glass at door vision kits to be laminated glass with impact resistant window film.
- e. Doors with electronic devices to be modified to match existing.
- f. Install new trim at door openings, as required, to complete finished opening.
- g. Doors to closely match existing design.
- h. Standard FWISD locksets, thresholds, weather-stripping, and closers.
- i. Panics to be Corbin Russwin.



2. <u>LEADERSHIP ACADEMY at COMO ELEMENTARY SCHOOL</u>

\$269,055.00

a. Single Door (2 ea)
b. Single Frame (4)
4000 Horne St., Fort Worth, TX 76107

c. Double Door (7 sets)d. Double Frame (7)e. Triple Door (1 set)

3. SAGAMORE HILL ELEMETARY SCHOOL

\$130,645.02

a. Single Door (Not Included) 701 S. Hughes Ave, Fort Worth, TX 76103

b. Single Frame (Not Included)

c. Double Door (5 sets)d. Double Frame (5)

4. DAGGETT ELEMENTARY SCHOOL

\$260,952.00

a. Single Door (3) 958 Page Ave, Fort Worth, TX 76110

b. Single Frame (3)c. Double Door (9 sets)d. Double Frame (9)

5. W P McLean Middle School

3816 Stadium Dr, Fort Worth, TX 76109

\$167,994.00

- a. Remove and Replace(2) two pairs of Aluminum doors with glass openings
- b. Aluminum doors to have wide stiles
- c. Remove and Replace (3) three pairs of Hollow Metal Doors and Frames
- d. Remove and Replace (1) one pair of hollow metal doors
- e. Modify hollow metal frame to accommodate new heavy-duty hinges.
- f. Provide security film compliant with FWISD guidelines for this project.
- g. Door lites will provided at locations in hollow metal doors designated by FWISD area manager.

6. **CLARIFICATIONS**:

- a. Normal working hours.
- b. Electronic access wiring and controls to be removed and reinstalled by FWISD.
- c. Corbin Russwin panics and locksets.
- d. Pricing based on campus site visit with FWISD operations and maintenance.
- e. FWISD will be notified of conditions requiring additional modifications for permanent hollow metal frame attachments.
- f. Provide up to 10 lineal feet of conduit for low voltage door access control wiring.
- g. All wiring and controls for doors by FWISD.
- h. Removable center mullions to be located only at designated openings per FWISD.



- i. Exterior doors will only be painted when the temperature is 55 degrees Fahrenheit and rising.
- All debris connected with this scope of work will be placed in our dumpster, then hauled from site.
- k. Final paint colors to be approved FWISD Area Manager.
- l. The openings for the frames, with included transoms, are unique on these older campuses.
- m. The lump sum price provided per campus is inclusive of the variations of the size and design of each individual opening.
- n. Most of the openings are not standard sizes where one price fits all singles or doubles.
- o. All transoms and sidelights to have metal clad panel inserts, painted to match frames.
- p. Shop drawings and submittals will be provided for approval prior to release of fabricated and installed materials.
- q. Owner to provide hazardous-materials report prior to commencement of construction.

A. EXCLUSIONS:

- a. Repairs to existing concrete, masonry, or flooring.
- b. Excludes fire-rated doors and hardware.
- c. Excludes any Custodial Overtime.
- d. Correcting concealed contaminated or structural deficiencies of materials within walls is excluded and will be addressed by owner.
- e. Excludes any abatement or remediation and testing.
- f. Excludes any work to mechanical, electrical, and plumbing systems, new or existing.
- g. Excludes permitting fees, if required.
- h. Excludes expediting of materials.
- i. Owner Controlled Contingency.

B. PROPOSAL SUMMARY:

a. Total Cost for Project

\$ 828,646.02

Respectfully submitted,

Míles Wílson

Senior Project Manager SDB, Inc.

Benjamin Thacker

Project Manager SDB, Inc.

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE ARLINGTON HEIGHTS HIGH SCHOOL YEARBOOK CONTRACT

BACKGROUND:

This renewal of the Arlington Heights High School yearbook contract is for the Spring of 2026 yearbook. The contract will begin on July 1, 2025, and end on the yearbook delivery date, which is anticipated to be April 25, 2026.

STRATEGIC PRIORITY:

2- Student and Family Engagement

ALTERNATIVES:

- 1. Approve Arlington Heights High School yearbook contract
- 2. Decline to Approve Arlington Heights High School yearbook contract
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Arlington Heights High School yearbook contract

FUNDING SOURCE: Additional Details

Internal Service Fund 461-36-6299-542

COST:

\$50,298.00

VENDOR(S)/PROVIDER(S):

Walsworth Yearbooks

PURCHASING MECHANISM:

Competitive Solicitation RFP 19-045

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

Arlington Heights High School

RATIONALE:

Arlington Heights High School produces a yearbook every school year and has contracted for these yearbook services with the same company for the past three (3) years.

Walsworth was chosen as the yearbook vendor for Arlington Heights High School during the Fall semester of 2021, with the contract beginning for the Fall semester of 2022. For the last three (3) years, Walsworth has provided high-quality customer service, top-of-the-line books, and opportunities for professional development. Due to the unwavering guidance of Jill Chittum, Walsworth Sales Rep, *The Yellow Jacket* (vol. 91) received the Gallery of Excellence award in 2024, only given to the top 5% of yearbooks nationwide. The yearbook program has flourished under the partnership, with sales increasing almost 300% since 2021.

The yearbook enhances family and community engagement by encouraging school pride, documenting achievements and milestones, and allowing students to engage with community members while building the book. While the cost for the new contract increased from the previous agreement signed in 2021, it is minimal. The yearbook staff completes fundraisers yearly to ensure invoices are paid in full. Due to these efforts, the AHHS yearbook account always has a surplus of funds.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning and Leading

Yearbook Purchase Agreement

Walsworth yearbooks

Account

Arlington Heights High School

4501 West Fwy

Fort Worth, TX 76107-5604

Customer#

Jill Chittum/ Jillan Cude Sales rep

Job#

Yearbook Contact Jordan Douglass

Yearbook Adviser

Phone 8178151000

Admin Contact Justin Barrett

Title Principal

8178151000 Phone

Email justin.barrett@fwisd.org

Delivery Spring

Account Status Customer

Delivery Year 2026

Requested Ship Week 04/25/26

Email jordan.douglass@fwied.org

Beginning year of term

Ship date is dependent upon customer meeting copy and proof return deadlines. Dalivery is planned by the end of the following week.

Total years of term

Term Agreement

Current year of term

Note terms and conditions of Term Agreement in Additional field below

Yearbook Specifications

Program Size Ali Pro 9

Paper

100# Legend Gloss

LIV Coating

of Pages 248

Other Paper

UV Coating # of Pages

of Coples 500 Paper Choice by Sig

Binding Smyth-Sewn Paper Choice

Page Aspect Normal

Board Weight 160 Pt.

Other Paper Choice

Width Height

Submission Online Design Apply to Sig From

Scented Varnish

Proof Proofs on Demand

Apply to Sig To

Cover Custom Designed 4/C Litho with gloss famination included, application credit of \$500

Endsheet 4/c printing different design front and back

Additional

Autograph Supplement

Quantity:

Placement: After All Other Items

Size:

Same as Yearbook

Billing Instructions:

Bill School's Yearbook Account

Page:

Current Events Supplement

Туре:

Placement:

Size:

Quantity:

Page:

Billing Instructions:

Unprinted Autograph Supplement

Quantity:

Placement:

Size:

Billing Instructions:

Page:

Clear Book Protectors

Quantity:

Size:

Price: \$50,298.00

Billing Instructions:

udes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following page(s).

(Second Authorized Signature)

Date

CONSENT AGENDAITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF ALEKS LEARNING SOLUTIONS

BACKGROUND:

ALEKS Math is an adaptive online learning platform that helps students strengthen their math skills by closing knowledge gaps and tracking individual progress. It provides teachers with data-driven tools to deliver targeted instruction, ensuring every student has the opportunity to succeed in Algebra 1.

In January 2024, the district began piloting ALEKS for Algebra 1 students in selected campuses to address identified needs in foundational math skills. The program expanded to additional high schools in September 2024 and served as the primary resource for End-of-Course (EOC) retesters during the fall semester. Teachers and students have provided positive feedback on the platform's ability to deliver personalized learning and improve outcomes.

The district proposes extending the use of ALEKS district-wide for the remainder of the school year.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve Purchase of ALEKS Learning Solutions
- 2. Decline to Approve Purchase of ALEKS Learning Solutions
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of ALEKS Learning Solutions

FUNDING SOURCE: Additional Details

General Fund 199-11-6399-200

COST

\$108,570

VENDOR(S)/PROVIDER(S):

McGraw Hill, LLC

PURCHASING MECHANISM:

Cooperative Agreement TIPS 240804

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

All High Schools
All Middle Schools

RATIONALE:

The purchase of this digital platform will allow the district to provide an online platform to supplement closing Algebra 1 achievement gaps.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Exhibit C



Because learning changes everything:

QUOTE PREPARED FOR:

SUBSCRIPTION/DIGITAL CONTACT:

Fort Worth Isd
7060 CAMP BOWIE BLVD
FORT WORTH, TX 76116-7119
ACCOUNT NUMBER: 411802

CONTACT:

Maria Phillips maria.phillips@fwisd.org (817) 871-2000

SALES REP INFORMATION:

Kim Julius kim.julius@mheducation.com (817) 988-1857

Section Summar	y	Value of All Materials	Free Materials	Product Subtotal
ALEKS (5 months) 2/19/25 - 6/30/25		\$108,570.00	\$108,570.00 \$0.00	\$108,570.00
	PRODUCT TOTAL*	\$108,570.00	\$0.00	\$108,570.00
	ESTIMATED S&H**			\$0.00
	ESTIMATED TAX**			\$0.00
	GRAND TOTAL*			\$108,570.00

^{*} Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

Comments:

IPS #240804 which ends 10-31-2029.

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

^{**}Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

QUOTE DATE:

01/14/2025

QUOTE NUMBER: KJULI-01142025095752-001-DAG

ACCOUNT NAME: Fort Worth Isd ACCOUNT #: 411802 EXPIRATION DATE:

05/14/2025

1

PAGE #:



Because learning changes everything:

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
ALEKS SEC ADD-ON VIA MY.MHEDUCATION.COM 5 MONTH STUDENT SUBSCRIPTION	978-0-07-696573-1	7000	\$15,51	\$0.00	\$108,570.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691 QUOTE DATE: 01/14/2025

QUOTE NUMBER: KJULI-01142025095752-001-DAG

ACCOUNT NAME: Fort Worth Isd ACCOUNT #: 411802

EXPIRATION DATE:

05/14/2025 2

PAGE #:



Comments:

Because learning changes everything.

QUOTE PREPARED FOR:

Fort Worth Isd 7060 CAMP BOWIE BLVD FORT WORTH, TX76116-7119 ACCOUNT NUMBER: 411802

CONTACT:

Maria Phillips maria.phillips@fwisd.org (817) 871-2000

GRAND TOTAL	\$108,570.00
ESTIMATED TAX**	\$0.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
PRODUCT TOTAL*	\$108,570.00
FREE MATERIALS	\$0.00
VALUE OF ALL MATERIALS	\$108,570.00

SUBSCRIPTION/DIGITAL CONTACT:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials. **Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.
Terms of Service: By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's statelaw, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be as set forth in the Product Description above. If no subscription term is specified, the initial terms shall be as set forth in the Subscriber shall reflect to additional one (1) year terms (each e 'Subscription Renew the subscriber), provided MHE tras chosen to renew the subscription and tras sent an invoice for such Subscription Renewal Term to Subscriber.
Terms Of Service
Provisions required by Subscriber State lave
ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer
accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting
www.mheducation.com (or www.mhecoast2coast.com).
School Purchase Order Number:
Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email: order@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 01/14/2025
QUOTE NUMBER: KJULI-01142025095752-001-DAG

ACCOUNT NAME: Fort Worth Isd

ACCOUNT #: 411802

EXPIRATION DATE:

05/14/2025

3

PAGE #:

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE ADDENDUM OF PURCHASE OF SOFTWARE LICENSES FOR SPECIALIZED CLASSROOMS

BACKGROUND:

In March 2023, the District implemented a specially designed curriculum tailored to meet the unique educational needs of students in our Alternative Behavioral Learning Environment (ABLE) at Boulevard Heights School and the Transition Center. The program was originally funded using ESSER (Elementary and Secondary School Emergency Relief) funds, providing access to developmentally appropriate content aligned with the Texas Essential Knowledge and Skills (TEKS) curriculum.

The curriculum integrates social-emotional learning and life skills, which are critical components for our students who function at developmental levels ranging from 2-10 years old, despite their chronological age ranging from 2 to 22. This program is specifically designed to meet the individual education plan (IEP) needs of students in these specialized programs, offering assessments, progress monitoring, and differentiated instruction to support academic growth, life skills, and behavioral development.

The contract for the 2024-2025 academic year (at an original cost of \$48,110.00) is set to expire on February 28, 2025. To ensure there is no disruption to students' educational progress, we are requesting an addendum to extend the licenses for this curriculum through June 30, 2025, with an additional cost of \$12,703.33. This cost for 4 additional months makes the total cost of the contract exceed \$50,000, therefore requiring board approval. The remaining cost will be covered by IDEA (Individuals with Disabilities Education Act) federal funds, ensuring continued access to the curriculum ensuring uninterrupted learning for students receiving special education services at these campuses.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve Addendum of Purchase of Software Licenses for Specialized Classrooms
- 2. Decline to Approve Addendum of Purchase of Software Licenses for Specialized Classrooms
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Addendum of Purchase of Software Licenses for Specialized Classrooms

FUNDING SOURCE: Additional Details

Special Revenue 224-11-6399-513

COST:

\$12,703.33

VENDOR(S)/PROVIDER(S):

Jigsaw Learning LLC, dba TeachTown

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

FWISD Bid Number: 23-062

Number of Bid/Proposals received: 13

HUB Firms: 2 Compliant Bids: 3

The above bid/proposal has been evaluated in accordance with the Texas Education

Code Section

44.031(b) regarding specifications, pricing, performance history, etc. The referenced

firm

responding to this solicitation has been qualified to provide services per specifications of proposal.

The vendor listed above has been selected to support this purchase.

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

Specialized Classrooms: Alternative Behavioral Learning Environment (ABLE) at Boulevard

Heights School and Special Education Transition Center.

RATIONALE:

By extending this contract, we will ensure continuity of access to a curriculum that has been tailored to meet the complex needs of our students at Boulevard Heights and the Transition Center. The extension is vital for maintaining the rigor and individualized support that these students require in their educational journey. The web-based platform will continue to serve as a critical tool in supporting students' academic growth, life skills,

and overall well-being. Without this extension, students would experience a significant interruption in their learning, which could impede their progress towards meeting their IEP goals.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning and Leading

CONTRACTOR/CONSULTANT SERVICE CONTRACT ADDENDUM

This Addendum ("Addendum") is made a part of the Contractor/Consultant Service Contract ("Contract") dated 04/02/2024 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 Jigsaw Learning LLC, dba TeachTown ("Contractor" or "Consultant"), 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 Subsection 8.19 of the Contract, Entire Agreement Modifications: "This agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Contractor." These additions shall be valid as if part of the original contract.

Subsection 2.a. of the Contract is hereby amended to reflect a change in the compensation of the Consultant from an amount NOT TO EXCEED \$48,110.00 to an amount NOT TO EXCEED \$60,813.33. The amendment thereby increases the total Contract amount by \$12,703.33 to extend the contract through June 30, 2025. As such, Subsection 2.a. of the Contract shall be amended to read, as follows:

2.a. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount NOT TO EXCEED \$60,813.33, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

FIXED FEE of \$60,813.33 for all services performed plus reimbursable expenses of \$0.00 for a total contract amount of \$60,813.33.

Exhibit A of the Contract, is hereby amended to add Quote 00024957, **Exhibit A-1**, hereby attached and incorporated into the Agreement.

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

FOR DISTRICT:

Jigsaw Learning LLC, dba TeachTown **FOR CONSULTANT:**

Signed:	92611C18972B4C8	Signed: Name:	Docusing de de de la constant de la	
runio.	riddicy monds	rvaine.		
Title:	Executive Director, Specialized Learning	Title:	Chief Financial Officer	
Date:	1/13/2025	Date:	1/13/2025	
	Johammed Choudhury Deputy Superintendent of Learning and Lead	1 – Service	PS	

Contractor/Consultant Services Contract Addendum

Attach the Contractor's additional scope of work, proposal, and/or quote or describe in more detail below the services that the Contractor will provide under this Agreement. The District's terms and conditions in this Agreement will govern if there is a conflict between the terms of this Agreement and any terms or conditions inserted in the Contractor's quote, proposal, or scope of work.

Exhibit A-1 (Quote 00024957)



Exhibit A-1

Company Address 2 Constitution Way

Woburn, MA 01801

US

Bill To Name Fort Worth Independent School District

Bill To 7060 Camp Bowie Blvd

Billing Frequency

Required

Fort Worth, TX 76116-7119

United States

Upfront Contract Start Date 3/1/2025

Net Terms 30 Contract End Date 6/30/2025

Customer PO Term in Months

RFP 23-062

Created Date

Order Number

1/9/2025

00024957

Product	Туре	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Extended Price
Basics Student Subscription	Software	3/1/2025	6/30/2025	USD 279.00	45.00	USD 4,185.00
enCORE K-12 Student Sub. 1 Yr - Advanced - +10	Software	3/1/2025	6/30/2025	USD 375.00	38.00	USD 4,750.00
Transition to Adulthood - Student Subscription	Software	3/1/2025	6/30/2025	USD 119.00	95.00	USD 3,768.33

Software Subtotal USD 12,703.33

USD 0.00

Physical Goods

Subtotal

Services Subtotal USD 0.00 **Shipping Total** USD 0.00 USD 0.00

Sales Tax Total

Grand Total USD 12,703.33

Order Notes

Thank you for your continued partnership!

For questions on this order, contact:

Catherine Bruse TeachTown

Representative

Prepared By Catherine Bruse

Email cbruse@teachtown.com

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE RATIFICATION OF FEES FOR ARLINGTON HEIGHTS HIGH SCHOOL NATIONAL CHEER COMPETITION

BACKGROUND:

Arlington Heights High School (AHHS) Cheer competed in the National High School Cheerleading Championship on February 6-10, 2025 in Orlando, FL. On November 10, 2024, the AHHS Cheer teams qualified to compete at the National High School Cheerleading Championships in Orlando, Florida in the Varsity Coed Non-Tumbling Game Day division and the Junior Varsity Non-Tumbling Game Day division. The cheer program fundraised from April 2024 until January 2025 to be able to attend and compete at the most prestigious cheer competition in the nation. All monies raised are to go toward air travel and the competition package, which includes hotel, competition fees, and food. This was AHHS Cheer's 8th year competing at the National Level. At last year's competition, the AHHS Cheer program brought home two (2) National Championships.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve Ratification of Fees for Arlington Heights High School National Cheer Competition
- 2. Decline to Approve Ratification of Fees for Arlington Heights High School National Cheer Competition
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Fees for Arlington Heights High School National Cheer Competition

FUNDING SOURCE: Additional Details

Internal Service Fund 461-36-6412-542

COST:

\$54.064.00

VENDOR(S)/PROVIDER(S):

Universal Cheerleaders Association

PURCHASING MECHANISM:

Competitive Solicitation RFP #24-070

<u>Bid/Proposal Statistics</u> Bid Number: 24-070

Number of Bid/Proposals received: 76

HUB Firms: 0* Compliant Bids: 73

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

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

Arlington Heights High School and Arlington Heights High School Athletic Booster Club

RATIONALE:

Arlington Heights Cheer, for the 8th year in a row, competed at the National Level. The continued success of AHHS's cheer program brings a positive light to Fort Worth ISD and shows the continued increase in student achievement and success levels from all socioeconomic backgrounds. Last year, the program won two (2) National Championships.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetpanite_inteller
Memphis, TN 38107

Invoice

Inv # REG-00113994			
Date	01/24/2025		
Cust #	20696000		
Contact	Kimberly Lopez		

Billed To: Arlington Heights High School - Junior Varsity

Cheer 4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

Advisors: 3	Family & Guests: 1	Participants: 24	Canceled: 0
Advisor (ADV)	Family & Guest (FAM)	Participant (PAR)	Canceled (CAN)

The room # listed is Varsity Spirit's internal numbering system, it does not reflect the room number you will have at the event.

Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
344	ADV		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
344	ADV		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
344	FAM		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
344									
345	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
345									
345									
345									
352	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
352									
352									
352									
353	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
353	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad				



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetpanite_in@
Memphis, TN 38107

Invoice

Inv #	REG-0011399458
Date	01/24/2025
Cust #	20696000
Contact	Kimberly Lopez

Billed To: Arlington Heights High School - Junior Varsity

Cheer 4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

_						/	L 34747		
Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
					Price	1	\$899.00		
353	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
353	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
354	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
354	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
354	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
354	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
355	ADV		02/06/2025	02/10/2025			\$1,479.00	\$1,479.00	\$0.00
					4 Night Single Price	1	\$1,479.00		
356	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
356	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
356									
356									
357	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
357	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetps://www.Memphis, TN 38107

Invoice

Inv #	REG-0011399458
Date	01/24/2025
Cust #	20696000
Contact	Kimberly Lopez

Billed To: Arlington Heights High School - Junior Varsity

Cheer 4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

			Orlando, FL 34/4/						
Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
					4 Night Quad Price	1	\$899.00		
357	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
357	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5426	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5426	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5426	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5426	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5427	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5427	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5427	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
5427	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		

Previous Payments

Date Type	Check # / CC #	Status	Amount	Confirmation #
-----------	----------------	--------	--------	----------------



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetpanite_ine
Memphis, TN 38107

Invoice

Inv #	REG-0011399458
Date	01/24/2025
Cust #	20696000
Contact	Kimberly Lopez

Billed To: Arlington Heights High School - Junior Varsity

Cheer

4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

01/06/2025	VISA	4379	Approved	\$689.00	02266461
12/27/2024	Wire Transfer	N/A	Approved	\$22,633.00	02256290
11/07/2024	VISA	6064	Approved	\$2,700.00	02229731

Total Registration Amount: \$26,022.00

Amount Paid: \$26,022.00

Balance Due: \$0.00



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetpanite_ine
Memphis, TN 38107

Invoice

Inv # REG-0011399433						
Date	01/24/2025					
Cust #	20696000					
Contact	Kimberly Lopez					

Billed To: Arlington Heights High School - Varsity Cheer

4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

Advisors: 0	Family & Guests: 1	Participants: 30	Canceled: 0
Advisor (ADV)	Family & Guest (FAM)	Participant (PAR)	Canceled (CAN)

The room # listed is Varsity Spirit's internal numbering system, it does not reflect the room number you will have at the event.

Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
344	FAM		02/06/2025	02/10/2025			\$532.00	\$532.00	\$0.00
					4 Night Triple - Child Price	1	\$532.00		
344									
344									
344					-				
345	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
345	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
345	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
345									
346	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
346	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
346	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
346	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
347	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
347	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetps://www.Memphis, TN 38107

Invoice

Inv#	REG-0011399433
Date	01/24/2025
Cust #	20696000
Contact	Kimberly Lopez

Billed To: Arlington Heights High School - Varsity Cheer

4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

					Onando	_			
Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
					4 Night Triple Price	1	\$989.00		
347	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
348	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
348	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
348	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
348	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
349	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
349	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
349	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
349	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
350	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
350	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
350	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
350	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
351	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
351	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		



Universal Cheerleaders Association

PO Box 70157
Memphis, TN 38107
(888) 243-3782
https://www.varsity.com/uca/OR
711 N Front Streetpanite_inteller
Memphis, TN 38107

Invoice

Inv # REG-0011399433						
Date	01/24/2025					
Cust #	20696000					
Contact	Kimberly Lopez					

Billed To: Arlington Heights High School - Varsity Cheer

4501 W Fwy

Fort Worth, TX 76107-5499

Event Info: National High School Cheerleading

Championship

ESPN Wide World of Sports Complex

700 S. Victory Way Orlando, FL 34747

				Change, i E 04747					
Room ID#	Role	Name	Check-In	Check-Out	Package	Qty	Amt Due	Amt Paid	Balance Due
351	PAR		02/06/2025	02/10/2025			\$989.00	\$989.00	\$0.00
					4 Night Triple Price	1	\$989.00		
352	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
352	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
352	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
352							-		
356	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
356	PAR		02/06/2025	02/10/2025			\$899.00	\$899.00	\$0.00
					4 Night Quad Price	1	\$899.00		
356									
356									

Previous Payments

Date	Туре	Check # / CC #	Status	Amount	Confirmation #
12/27/2024	Wire Transfer	N/A	Approved	\$24,942.00	02256289
11/07/2024	VISA	6064	Approved	\$3,100.00	02229739

Total Registration Amount: \$28,042.00

Amount Paid: \$28,042.00

Balance Due: \$0.00

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR PROJECT MANAGEMENT SERVICES

BACKGROUND:

In July 2024, the Fort Worth Independent School District received the Environmental Protection Agency Bus Grant totaling \$6,167,108. These funds will be used to purchase 15 zero-emission (ZE) electric buses and the necessary electric infrastructure to support them. A portion of the project and purchase will come from the general fund. The grant period extends from July 1, 2024, to March 2026.

To ensure the project's success, a competitive solicitation process will be conducted to manage the design, procurement, construction, and integration of the 15 ZE buses into the District's transportation program. The project manager will implement a comprehensive plan to ensure the successful deployment of the battery-electric school buses, charging stations, and the infrastructure required to support their daily operation and maintenance. The vendor was chosen due to their ability to meet an aggressive timeline, their relevant experience, and the most competitive pricing they offered.

This initiative will significantly enhance the District's transportation system, providing a cleaner, more sustainable mode of transport for the students of the District.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Authorization to Negotiate and Enter into an Agreement for Project Management Services
- 2. Decline to Approve Authorization to Negotiate and Enter into an Agreement for Project Management Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into an Agreement for Project Management Services

FUNDING SOURCE: Additional Details

Special Revenue 289-34-6299-434 = (\$102,000)

TRE 198-34-6299-434 = (\$63,000)

COST:

Not to Exceed \$165,000

VENDOR(S)/PROVIDER(S):

First Services subsidiary of First Student, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

RFP 25-041 Project Management for Zero Emission(ze) Bus Initiative

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

Transportation

RATIONALE:

Seeking project management to assist with the deployment of the electric buses will support a fully compliant response that offers the District the opportunity to complete this project by the deadline being imposed by the EPA for Clean School Bus Grant recipients.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE THE PURCHASE OF LOCKSMITH SUPPLIES

BACKGROUND:

The maintenance department seeks board approval to acquire essential equipment and supplies for the general maintenance shops. This purchase will replenish the locksmith supplies needed for the upcoming school year, ensuring we maintain security and efficiency. Funding for this acquisition will be sourced from SAFE Cycle II.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve the Purchas of Locksmith Supplies
- 2. Decline to Approve the Purchas of Locksmith Supplies
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchas of Locksmith Supplies

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6399-390

COST:

\$58,952.00 (Woodard Builders Supply) \$28,940.46 (IDN) \$87,892.46 (Grand Total)

VENDOR(S)/PROVIDER(S):

IDN Acme (IDN Global) Woodard Builders Supply

PURCHASING MECHANISM:

Cooperative Agreement

RFP 22-136

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

Operations Safety and Security

RATIONALE:

Ensuring that locksmiths have access to replenished supplies and equipment is crucial for maintaining safety in schools throughout the District.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations Karen C. Molinar, Interim Superintendent

QUOTE



IDN NEW ORLEANS

1504 JUSTIN RD 5048377315 Phone: 5048377321

Fax:

CUST. # 107765 RFP 22-136

SHIP TO: FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

UPC V QUOTE DATE QUOTE NO. 000000 12/05/24 10662610-00 P.O. NO. PAGE # 1

IDN NEW ORLEANS CORRESPONDENCE TO:

1504 JUSTIN RD 5048377315

eat to: FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

INSTRUCTION	S		
SHIP POINT	SHIP VIA	SHIPPED	TERMS
IDN FORT WORTH	Cust Pick Up		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	PRODUCT QUANTITY QUANTITY QTY. Q AND DESCRIPTION ORDERED B.O. SHIPPED U				UNIT PRICE	AMOUNT (NET)
1	H01 [PROG]	200			EA	0.42000	84.00
	005518 PROG KEY 5 WAR	FER INCISED					
2	H20 [PROG]	200			EA	0.42000	84.00
	005543 PROG KEY 5PIN 1	003M					
	MFG PART NUMBER K	(BE-020-402-403-0000					
3	Y11 [LSDA]	200			EA	0.33120	66.24
	009678 LSDA KEY BRASS	01122 YALE					
4	I1054b	200			EA	0.54750	109.50
	006079 ILCO KEY FORT L	OCK K54G					
5	M1 [LSDA]	200			EA	0.33120	66.24
	009420 LSDA KEY BRASS	1092 MASTER					
6	1041tr	200			EA	0.96630	193.26
	006870 ILCO KEY CHICAG	GO K9					
7	1041t	200			EA	0.57885	115.77
	006869 ILCO KEY CHICAG	GO K5					
8	1043j	200			EA	0.57885	115.77
	006883 ILCO KEY ILLINOIS	S					
9	1069n	200			EA	0.54750	109.50
	006948 ILCO KEY NATION	IAL D8785					
0	D8785 [NALK]	200			EA	1.19280	238.56
	011360 NALK KEY 5 DISC	TUMBLER PASS					
1	1092n	200			EA	0.54750	109.50
	006977 ILCO KEY MASTER	R PDLK 15K					
2	1092ds	200			EA	0.57885	115.77
	006973 ILCO KEY MASTER	R PDLK 130K					
3	1092 6000	200			EA	0.57885	115.77
	006985 ILCO KEY MASTER	R PDLK 6000 SERIES					
4	1092nr	200			EA	0.57885	115.77
	006978 ILCO KEY MASTER	R PDLK 27K					
5	sut14	1			EA	22.24000	22.24
	005241 HPC PLUG FOLLO	WER SET BRASS SET OF 3					
6	ndpk32	1			EA	58.19000	58.19
		CK SET 32 PICKS W/ CASE					
7	LPG1 (MAJE)	1			EA	43.13000	43.13
	011016 MAJE LOCK PICK	GUN					



IDN NEW ORLEANS 1504 JUSTIN RD 5048377315

Phone: 5048377321

Fax:

CUST. # 107765

SHIP TO: FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

UPC V QUOTE DATE QUOTE NO.

000000 12/05/24 10662610-00
P.O. NO. PAGE #

CORRESPONDENCE TO:

IDN NEW ORLEANS 1504 JUSTIN RD 5048377315

FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

INSTRUCTION	S		
SHIP POINT	SHIP VIA	SHIPPED	TERMS
IDN FORT WORTH	Cust Pick Up		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
18	cw1011	1			EA	106.29000	106.29
	004700 HPC CUTTER TOOL S	TEEL 90DEG SMAL	L CYLINDER				
19	H3 6PIN10	50			EA	1.50000	75.00
	090805 CORU KEY 6PIN H SE	CTION					
20	D1 5PIN10	50			EA	1.50000	75.00
	002900 CORU KEY 5PIN 1011	D1					
21	1649	50			EA	0.79640	39.82
	088317 ILCO KEY KIMBALL						
22	1003m	50			EA	0.54760	27.38
	006718 ILCO KEY CCL 8618C	R14 HL1 H20					
23	s1000v	50			EA	0.54760	27.38
	006299 ILCO KEY CCL 5865J	VR					
24	1041h	50			EA	0.54760	27.38
	006863 ILCO KEY ILLINOIS 11	0					
25	AK5BOX	50			EA	0.47000	23.50
	000634 AMLK KEY 5PIN PTKE	31					
26	AKW748BOX	50			EA	0.65000	32.50
	000637 AMLK KEY 748 PADL	ОСК					
	ATTENTION MASTER LOC	K - 1 BOX OF 50					
27	ML2057NSM626LC	10			EA	650.00000	6500.00
	090803 CORU G1 MORTISE LO	OCK LC STOREROC	M SATIN CHROME				
28	ML2075LL626	10			EA	324.50000	3245.00
	186616 CORU G1 ENTRANCE	MORTISE LOCK BO	DY 626				
29	.CLX3357NZD626LC	10			each	462.50000	4625.00
	STOREROOM LEVER						
30	.CLX3355NZD626LC	10			each	462.50000	4625.00
	CLASROOM LEVER						
31	ED5200S630RHR	5			EA	1168.00000	5840.00
	068265 CORU SECUREBOLT R		330 FINISH				0. 17 27 734
32	N955ET626LHR LC	2			EA	477.00000	954.00
	183141 CORU ED5000 LEVER		LC LHR S/CHRM				
33	N955ET626RHR LC	2			EA	477.00000	954.00
	183142 CORU ED5000 LEVER		LC RHR S/CHRM			,	
33	Lines Total		Qty Shipped Total	3253		Total	28940.46
					Castalas	Mari ha Andind	
					Freight	May be Applied	

Quote is subject to credit approval





IDN NEW ORLEANS 1504 JUSTIN RD 5048377315

Phone: 5048377321

Fax:

cust. # 107765

SHIP TO: FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

UPC V QUOTE DATE QUOTE NO.

000000 12/05/24 10662610-00

P.O. NO. PAGE

3

CORRESPONDENCE TO:

IDN NEW ORLEANS 1504 JUSTIN RD 5048377315

FORT WORTH ISD - A/P Dept. # 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116

INSTRUCTION	\$	1	
SHIP POINT	SHIP VIA	SHIPPED	TERMS

NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT	AMOUNT (NET)
		_			Estimated	Invoice Total	28940.46
		Quote i	s subject to credit a	pproval			

WOODARD BUILDERS SUPPLY

ACCOUNT: FWISD RFP 22-136 DATE: 01-06-2025

ACCT#: SALESMAN: RICHARD DRAPER

CONTACT: RICK SMITH PHONE: (817) 475-1526

	○ ORDER ● Q	UOTE	
\circ will	L CALL O DELIVERY	O SHIP OUT	.
QUANTITY	DESCRIPTION	PRICE I	EXTENSION
20 EA	ML2075 NSN 626 LOCKSET	\$593.00	\$11860.00
8 EA	ML2057 NSN 626 LOCKSET	\$567.00	\$4536.00
6 EA	ML2049 NSN 626 LOCKSET	\$593.00	\$3558.00
4 EA	CLX3357 NZD 626 LOCKSET	\$389.00	\$1556.00
6 EA	ED5200S 36 630 EXIT DEVICE	\$981.00	\$5886.00
4 EA	ED5202S 36 630 EXIT DEVICE	\$1,200.00	\$4800.00
2 EA	N950ET 626 EXIT TRIM	\$400.00	\$800.00
2 EA	N957ET 626 EXIT TRIM	\$400.00	\$800.00
4 EA	DL4113 626 DEADLOCK	\$348.00	\$1392.00
4 EA	DL3013 626 DEADLOCK	\$260.00	\$1040.00
40 EA	1500 114 AO1 626 MORTISE CYLINDER	\$88.00	\$3520.00
40 EA	3500 138 626 RIM CYLINDER	\$88.00	\$3520.00
44 EA	2500 033 626 LEVER CYLINDER	\$80.00	\$3520.00
8 BX	D1 6PIN 12 KEY BLANKS	\$105.00	\$840.00
24 BX	6PIN 38 AP KEY BLANKS	\$182.00	\$4368.00
36 VLS	D1 MASTER PINS	\$25.00	\$900.00
18 VLS	D1 DRIVER PINS	\$25.00	\$450.00
18 VLS	D1 BOTTOM PINS	\$25.00	\$450.00
12 VLS	D1 BOTTOM PINS	\$25.00	\$300.00
48 VLS	559 D1 BOTTOM PINS	\$25.00	\$1200.00
12 VLS	559 D1 BOTTOM PINS	\$25.00	\$300.00
6 PKS	SPRINGS 792F99	\$22.00	\$132.00
8 PKS	BRASS SPRING COVERS 214f442	\$35.00	\$280.00
72 VIALS	MASTER PINS ACCESS 3	\$9.00	\$648.00
48 VIALS	BOTTOM PINS ACCESS 3	\$17.00	\$816.00
20 VIALS	TOP PINS ACCESS 3	\$17.00	\$340.00
20 PKS	SPRINGS 792F99	\$22.00	\$440.00
20 PKS	SPRING COVERS 217f442	\$35.00	\$700.00
	222.000.21/11/2	422.00	4,00.00
	QUOTE VALID FOR 60 DAYS		
	TOTAL: \$58952.00		
			1

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF BLEACHERS FOR PASCHAL HIGH SCHOOL

BACKGROUND:

The bleachers in the Paschal High School gym need replacement and are currently unusable, which limits gym activities. Resolving this issue is crucial to creating a safe environment for students and visitors and ensuring that the gym can be fully operational and accessible for a variety of events.

Financial constraints have delayed replacing the bleachers. However, the Paschal PTA, the Athletic Booster Club, Paschal, and Operations have come together in a collaborative effort to fund the removal of the old bleachers and the installation of new ones. This initiative will greatly benefit students, parents, and the entire community by restoring the gym's availability for use.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Bleachers for Paschal High School
- 2. Decline to Approve Purchase of Bleachers for Paschal High School
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Bleachers for Paschal High School

FUNDING SOURCE:	Additional Details

Special Revenue	499-51-6639-451
Activity Funds	461-51-6639-542
General	199-51-6639-451

COST:

\$65,100

VENDOR(S)/PROVIDER(S):

Ponder Company, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

RFP 22-136

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

Operations
Paschal High School

RATIONALE:

The replacement of the bleachers is a crucial safety concern that directly affects the usability of the gym.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations David Guerra, Executive Director, Maintenance





TO:

Louis Guerrero

DATE:

12/13/2024

PROJECT: Paschal HS

Revised

1/30/2025

3001 Park Blvd

Fort Worth, Texas 76110

louis.guerrero@fwisd.org

Equipment supplied by JFC/Sheridan

Scope of Work:

Remove and disposal of existing Bleachers and

\$65,100.00

install new bleachers

- Electric 208/3ph drive telescopic Sheridan seating bleachers will be installed There will be one bank of bleachers at 101 feet long, 5 row, electric in/out operation, 10 inch sculpform seat modules, 10 inch rise, 24 inch spacing nad lower steel riserboards with a plywood deck
- Assessories:

Foot level aisles with Int. steps and rails, ADA handicap notchouts and end rails

NOTE:

- 1) Allow 3-4 months for project completion after drawing approval and color selections.
- 2) Exculdes electrical work. We will require one 208 volt, 3 phase power source with a fuseable disconnect switch behind bleachers

Contact Ponder for additional information

Will be responsible for storing bleachers until installed **FWISD**

For the Sum of:

SEE ABOVE

YES Installed:

*ELECTRICAL REQUIREMENTS: Excludes all wiring, conduit, power source, final electrical connections, circuits and all assocaited electrical

SHIPPING TERMS:

days after receipt of approval of shop drawings, field conditions, firm delivery date Time of shipment is and complete information necessary for manufacturing.

QUOTATION TERMS:

All orders must be in writing. No verbal orders accepted.

Prices good for 60 days from date of issuance.

Proposal excludes city/state sales taxes. Sales tax exemption certificate must be submitted at time of order.

Unloading and placement of materials in area of installation to be done by are before

7/30/2025

PAYMENT TERMS:

- A. Payment Terms to be net 30 days after installation
- B. A 1 1/2% per month service charge will be charged on all past due accounts.
- C. Prices good for 60 days.
- D. Excludes all applicable sales taxes.

Ponder Company Inc

PURCHASER: C.214-616-3473

F.214-369-3906

avery@ponder.com

Avery Smith

Accepted by:

Page 152 of 260

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF REKEY SUPPLIES

BACKGROUND:

Ensuring the security of our facility is vital for protecting our staff, residents, and visitors. Over time, we have issued numerous keys to different individuals, including former employees, contractors, and vendors. While we have taken steps to retrieve keys from those who no longer require access, it is clear that some keys are still unaccounted for. Moreover, our lock system has remained unchanged for several years, presenting a potential security threat. To enhance our safety measures, it is imperative that we address these issues promptly.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Rekey Supplies
- 2. Decline to Approve Purchase of Rekey Supplies
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Rekey Supplies

FUNDING SOURCE: Additional Details

Special Revenue 429-52-6399-390

COST:

\$609,064

VENDOR(S)/PROVIDER(S):

Anixter Inc. (a WESCO Company)

PURCHASING MECHANISM:

Cooperative Agreement

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

Operations
Safety and Security

RATIONALE:

- 1. Enhanced Security: By rekeying the exterior doors, we can dramatically bolster the security of our facility. This important step will ensure that only authorized personnel can access the premises, greatly reducing the risk of unauthorized entry and potential security breaches.
- 2. Control and Accountability: A new key system will empower us to have greater control over key distribution and tracking. With a more stringent key management protocol in place, we can ensure that keys are issued and returned efficiently, ultimately enhancing accountability.
- 3. Compliance and Safety: Staying current with our security measures is vital for meeting existing safety regulations and standards. Rekeying the doors not only reinforces our commitment to safety but also ensures a secure environment for everyone at our facility.
- 4. Cost-Effective Solution: While rekeying involves an upfront cost, it is a highly cost-effective solution when compared to more extensive security enhancements. This approach provides a swift improvement in security without requiring extensive and costly structural changes.
- 5. Peace of Mind: A secure facility instills confidence and peace of mind among staff, residents, and their families. By taking proactive steps to safeguard our environment, we reaffirm our dedication to their safety and well-being.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Karen C. Molinar, Interim Superintendent



Date:
Quote #:
Customer:

12/13/2024 Q00D8J1W Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Customer

Fort Worth ISD

cody chaney

Phone: (859)425-3359

Fax: --

Email: cody.chaney@anixter.com

Fort Worth ISD Exterior Rekey - Master Quote

Omnia Contract: R192008

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	1170	Non-Stock CORBIN RUS CR1580-114-A01-6-TBD-626 ACCESS 3 AP SECURITY MORTISE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE ACCESS 3 AP SECURITY MORTISE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, A01 CAM, 1 1/4", 6 PIN, 626 FINISH, KEYWAY TBD	EA	102.36	119,761.20
2	2	Non-Stock CORBIN RUS CR1580-112-A01-6-TBD-626 ACCESS 3 AP SECURITY MORTISE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE ACCESS 3 AP SECURITY MORTISE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, A01 CAM, 1 1/2", 6 PIN, 626 FINISH, KEYWAY TBD	EA	103.68	207.36
3	1213	Non-Stock CORBIN RUS CR3580-178-6-TBD-626 ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, 1 7/8" TAILPIECE, 6 PIN, 626 FINISH, KEYWAY TBD	EA	102.36	124,162.68

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up



Date: Quote #: Customer: 12/13/2024 Q00D8J1W Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Fort Worth ISD Exterior Rekey - Master Quote Omnia Contract: R192008

Offilia Contract. 17192000						
Line 4	Quantity 15	Part Number and Description Non-Stock CORBIN RUS CR3580-178-6-TBD-613 ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, 1 7/8" TAILPIECE, 6 PIN, 613 FINISH, KEYWAY TBD	UM EA	Unit Price 102.36	Extended Price 1,535.40	
5	15	Non-Stock CORBIN RUS CR 3580-318-6-TBD-626 ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE ACCESS 3 AP SECURITY RIM CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, 1 3/8" TAILPIECE, 6 PIN, 626 FINISH, KEYWAY TBD	EA	103.25	1,548.75	
6	39	Non-Stock CORBIN RUS <i>CR8500-626-TBD</i> ACCESS 3 AP LARGE FORMAT INTERCHANGEABLE CORE, 626 FINISH, KEYWAY TBD ACCESS 3 AP LARGE FORMAT INTERCHANGEABLE CORE, 626 FINISH, KEYWAY TBD	EA	47.44	1,850.16	
7	188	Non-Stock CORBIN RUS <i>ED5200S 626 3'</i> EXIT DEVICE, SECUREBOLT SERIES, RIM PANIC DEVICE, 626 FINISH, 36" EXIT DEVICE, SECUREBOLT SERIES, RIM PANIC DEVICE, 626 FINISH, 36"	EA	711.52	133,765.76	
8	52	Non-Stock CORBIN RUS <i>ED4200S 626 3'</i> NARROW STYLE EXIT DEVICE, SECUREBOLT SERIES, RIM PANIC DEVICE, 626 FINISH, NARROW STYLE EXIT DEVICE, SECUREBOLT SERIES, RIM PANIC DEVICE, 626 FINISH, 36"	EA	891.84	46,375.68	

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up



Date: Quote #: Customer: 12/13/2024 Q00D8J1W Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Fort Worth ISD Exterior Rekey - Master Quote Omnia Contract: R192008

Offinia Goffiagi. 1(192000					
Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
9	6	Non-Stock CORBIN RUS <i>CR908KMSM</i> SPLIT MULLION - LOCKABLE - STEEL - PANIC RATED, UP TO 8' DOOR SPLIT MULLION - LOCKABLE - STEEL - PANIC RATED, UP TO 8' DOOR	EA	519.64	3,117.84
10	13	Non-Stock CORBIN RUS <i>CR908SM</i> SPLIT MULLION - REMOVABLE - STEEL - PANIC RATED, UP TO 8' DOOR SPLIT MULLION - REMOVABLE - STEEL - PANIC RATED, UP TO 8' DOOR	EA	351.81	4,573.53
11	2	Non-Stock CORBIN RUS 334F998 600 USP FILLER, 8" X 1-1/4" USP FILLER, 8" X 1-1/4"	EA	27.94	55.88
12	2	Non-Stock CORBIN RUS 236L708018 X 626 STRIKE FILLER PLATE	EA	27.41	54.82
13	163	Non-Stock CORBIN RUS 681F608 ACTIVE HEAD FOR 5200S, FIELD REVERSIBLE ACTIVE HEAD FOR 5200S, FIELD REVERSIBLE	EA	203.49	33,168.87
14	21	Non-Stock CORBIN RUS 681F618 AACTIVE HEAD FOR 4200S, FIELD REVERSIBLE ACTIVE HEAD FOR 4200S, FIELD REVERSIBLE	EA	117.57	2,468.97
15	10	Non-Stock CORBIN RUS 681F63 X 626 ACTIVE HEAD COVER FOR 4200S, 626 FINISH ACTIVE HEAD COVER FOR 4200S, 626 FINISH	EA	154.47	1,544.70

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up



Date: Quote #: Customer: 12/13/2024 Q00D8J1W Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Fort Worth ISD Exterior Rekey - Master Quote Omnia Contract: R192008

Om	Omnia Contract: R192008							
L	ine C	Quantity	Part Number and Description	UM	Unit Price	Extended Price		
	16	14	Non-Stock CORBIN RUS 681F63 X 613 ACTIVE HEAD COVER FOR 4200S, 613 FINISH ACTIVE HEAD COVER FOR 4200S, 613 FINISH	EA	154.47	2,162.58		
•	17	141	Non-Stock CORBIN RUS 681F62 X 626 +, 5200S COVER, +, 5200S COVER,	EA	154.47	21,780.27		
	18	141	Non-Stock CORBIN RUS <i>TH950ET 626</i> TH900 PULL, DUMMY TRIM, FOR 5200S, 626 FINISH TH900 PULL, DUMMY TRIM, FOR 5200S, 626 FINISH	EA	210.17	29,633.97		
	19	125	Non-Stock CORBIN RUS <i>TH957ET 626</i> TH900 PULL, NIGHTLATCH TRIM, FOR 5200S, 626 FINISH TH900 PULL, NIGHTLATCH TRIM, FOR 5200S, 626 FINISH	EA	210.17	26,271.25		
2	20	35	Non-Stock CORBIN RUS <i>T1457ET 626</i> T14 PULL/THUMBPIECE, NIGHTLATCH TRIM, FOR 4200S, 626 FINISH T14 PULL/THUMBPIECE, NIGHTLATCH TRIM, FOR 4200S, 626 FINISH	EA	243.98	8,539.30		
ź	21	16	Non-Stock CORBIN RUS <i>T1450ET 626</i> T14 PULL/THUMBPIECE, DUMMY TRIM, FOR 4200S, 626 FINISH T14 PULL/THUMBPIECE, DUMMY TRIM, FOR 4200S, 626 FINISH	EA	243.98	3,903.68		
2	22	63	Non-Stock CORBIN RUS <i>ML2075-NSN-626-LC</i> MORTISE LOCK, ENTRY/OFFICE FUNCTION, NSN TRIM, 626 FINISH, LESS CYLINDE MORTISE LOCK, ENTRY/OFFICE FUNCTION, NSN TRIM, 626 FINISH, LESS CYLINDER	EA	414.85	26,135.55		

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up



Date: Quote #: Customer: 12/13/2024 Q00D8J1W Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Fort Worth ISD Exterior Rekey - Master Quote Omnia Contract: R192008

Omnia Co	Omnia Contract: R192008						
Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price		
23	17	Non-Stock CORBIN RUS <i>ML2057-NSN-626-LC</i> MORTISE LOCK, STOREROOM FUNCTION, NSN TRIM, 626 FINISH, LESS CYLINDE MORTISE LOCK, STOREROOM FUNCTION, NSN TRIM, 626 FINISH, LESS CYLINDER	EA	395.97	6,731.49		
24	16	Non-Stock CORBIN RUS ML2049-NSN-626-LC MORTISE LOCK, STOREROOM FUNCTION W/ DEADBOLT, NSN TRIM, 626 FINISH, LE MORTISE LOCK, STOREROOM FUNCTION W/ DEADBOLT, NSN TRIM, 626 FINISH, LESS CYLINDER	EA	414.85	6,637.60		
25	2	Non-Stock CORBIN RUS CLX3361-NZD-CL6-626 GRADE 1 CYLINDRICAL LOCKSET, ENTRY FUNCTION, NZD TRIM, 626 FINISH, LARGE FORMAT GRADE 1 CYLINDRICAL LOCKSET, ENTRY FUNCTION, NZD TRIM, 626 FINISH, LARGE FORMAT INTERCHANGEABLE CORE, LESS CORE	EA	287.53	575.06		
26	5	Non-Stock CORBIN RUS CLX3357-NZD-CL6-626 GRADE 1 CYLINDRICAL LOCKSET, STOREROOM FUNCTION, NZD TRIM, 626 FINISH, LARGE FO GRADE 1 CYLINDRICAL LOCKSET, STOREROOM FUNCTION, NZD TRIM, 626 FINISH, LARGE FORMAT INTERCHANGEABLE CORE, LESS CORE,	EA	281.75	1,408.75		
27	10	Non-Stock CORBIN RUS <i>DL3213 CL6 626</i> CYLINDRICAL DEADBOLT, SINGLE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE CYLINDRICAL DEADBOLT, SINGLE CYLINDER, LARGE FORMAT INTERCHANGEABLE CORE, LESS CORE, 626 FINISH	EA	109.27	1,092.70		

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up



Date:
Quote #:
Customer:

12/13/2024 Q00D8J1W

Prospect

Anixter Inc. (a WESCO Company) Send Purchase Orders to Anixter Inc. 2301 Patriot Blvd. Glenview, IL 60026

Fort Worth ISD Exterior Rekey - Master Quote Omnia Contract: R192008

Line Quantity Part Number and Description UM Unit Price Extended Price

Quote Total: 609,063.80

TERMS

Freight Terms: PPD/CHARGE

Shipment:

Notes:

Currency: USD

Please refer all inquiries to:

Cody Chaney

Phone: (859) 425-3359

Mobile: --Fax: --

cody.chaney@anixter.com

2472 Foutre Dr

LEXINGTON, KY 40509

US

Comments:

QUOTE VALID FOR 90 DAYS FROM DATE OF ISSUENON-STOCK MATERIAL IS NON-CANCELLABLE AND NON-RETURNABLE. FIBER & COPPER SUBJECT TO +OR- 10% TOLERANCE FROM MANUFACTURE RETURNS ARE SUBJECT TO A RESTOCK FEE. UNLESS NOTED AT THE LINE LEVEL.

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE REPLACEMENT OF DUCTWORK AND WELDING HOODS IN THE WELDING LAB AT TRIMBLE TECHNICAL HIGH SCHOOL

BACKGROUND:

Maintenance is seeking approval to replace the ductwork in 20 welding booths and 15 welding hoods in the welding lab. This facility update is crucial for ensuring the safety of both students and staff in the welding program. The existing ductwork system fails to adequately capture welding smoke, potentially creating a hazardous environment. This work must be completed to protect the health and well-being of everyone participating in the program. By addressing this issue, we can significantly enhance the safety conditions for our students and foster a better learning environment. Prioritizing the safety of our students is essential, and completing this ductwork replacement is a vital step in that direction.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Replacement of Ductwork and Welding Hoods in the Welding Lab at Trimble Technical High School
- 2. Decline to Approve Replacement of Ductwork and Welding Hoods in the Welding Lab at Trimble Technical High School
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Replacement of Ductwork and Welding Labs in the Welding Hoods at Trimble Technical High School

FUNDING SOURCE: Additional Details

CIP 2017 671-81-6629-011

COST:

\$69,727.71

VENDOR(S)/PROVIDER(S):

SDB Contracting Services, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

TIPS Contract #211001

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

Operations
Trimble Technical High School

RATIONALE:

Replacing the existing welding ductwork system with larger hoods and ducts is vital for ensuring a safer environment. Enhanced ductwork not only improves air quality but also significantly reduces the risk of hazardous fumes and particles, thereby prioritizing the health and safety of all personnel. A well-designed system is essential for maintaining a safe workspace for everyone involved in welding operations.

The Welding program at TTHS has 131 students and two instructors. The program emphasizes the importance of:

- Strong Academic Foundation: Students need a solid grasp of basic math skills.
- **Physical Demands:** The program involves physically demanding tasks such as lifting heavy equipment (up to 60 pounds), prolonged standing, and working in potentially uncomfortable positions.
- Safety Awareness: Working with high-voltage electricity, combustible gases, and hot materials requires a high level of safety awareness and adherence to safety protocols.
- **Proper Ventilation:** Ensuring adequate ventilation is crucial for minimizing exposure to welding fumes.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations David Guerra, Executive Director, Maintenance

SDB, Inc. 8131 Lyndon B Johnson Fwy. #785 Dallas, TX 75251 (469) 619-3753

JOC PROPOSAL

CUSTOMER:	Fort Worth ISD	BID DATE:		12/16/2	2024
ADDRESS:	1003 W Cannon St	PROPOSAL NO	O . :	24-64-0019	
	Fort Worth, TX 76104	PROPOSAL TY	/PE.:	Lump	Sum
JOB DESC.:	Welding Hoods				
CONTACT:	Lou Guerrero			-	
				1	-
We are pleased	d to propose the following pricing thru Tips	/Taps contract #211001: Pricing	includes all la	abor, mate	rials, and equipment.
Renlace duc	t work in 20 welding booths and repla	Scope of Work	S's quote da	ated 11-22	2-2024
Neplace duc	t work in 20 welding bootins and repla	ce 13 Welding hoods per 1110	o s quote da	ileu i 1-22	-2024
		Sub	Cost	\$	55,500.00
		Sup	pervision	\$	3,651.21
		TIP	S Fee	\$	1,394.55
		Bor	nds	\$	1,743.19
		Pro	ject	•	1 000 07
			nagement	\$	1,099.87
		ОН		\$	6,338.88
		TO	TAL	\$	69,727.71
				•	
2) Ductwork on r 3) 4)	one during standard hours oof is to remain				
5) EXCLUSIONS 1) Permits Desir	gn, Engineering, Taxes, Abatement, Asbe	stos Testina			
	unless otherwise indicated	<u></u>			
	chedule setbacks				
	aterial is not included				=======================================
5)					
Thank you,					
SDB, Inc.		Accepted by:			
Hayden Be	errier		Fort Wo	rth ISD	
Prepared by					
Austin Sch	midt				
Reviewed by					

Rev. March 2024 Bid Proposal Page 163 of 260

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF ANNUAL DOCUMENT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION

BACKGROUND:

This is the annual subscription purchase for the District's document management system. The system stores and organizes a secure environment for documents related to student, employee, and Special Education records. This tool has been used District-wide since September 2017. The term is from February 12, 2025 through February 12, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of Annual Document Management Software License Subscription
- 2. Decline to Approve Purchase of Annual Document Management Software License Subscription
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Annual Document Management Software License Subscription

FUNDING SOURCE: Additional Details
General Fund 199-53-6399-423

COST:

\$123,459.67

VENDOR(S)/PROVIDER(S):

VP Imaging, Inc. dba DocuNav Solutions

PURCHASING MECHANISM:

Cooperative Agreement DIR-CPO-4449

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

District-Wide

RATIONALE:

Approval provides secure document storage, document retention compliance management, and workflow management of District business processes. Data and documents stored are related to Special Education records, student transcripts, and secure employee data.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations Ramesh Krishnamurthy, Chief Technology Officer

Quotation



Quote #: Q-00224-4 **Date:** 6/3/2024, 7:11 AM

Expires On: 3/31/2025

VP Imaging Inc, dba DocuNav Solutions

8501 Wade Blvd #1440 Phone: 800-353-2320 Frisco, TX 75034 Email: sales@docunav.com

Customer

Fort Worth ISD

SALESPERSON	EXT	EMAIL	PAYMENT METHOD
Kacey Lambert		klambert@docunav.com	Net 30

Subscription

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DN-RENW	Renewal Dates	Renewal dates: February 12, 2025 to February 12, 2026	\$0.00	\$0.00
Subscription SUBTOTAL:					\$0.00
Subscription Total:			\$0.00		

Software

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DNCONV10	DocuNav Conversion Utility		\$0.00	\$0.00
247.00	ECNC	Laserfiche Connector		\$8.90	\$2,198.30
247.00	EFRM	Laserfiche Forms (per user)		\$17.80	\$4,396.60
247.00	ENF02-N	Laserfiche Rio Named Full Users (200-499 users)		\$178.00	\$43,966.00
1.00	EPXFRM	Laserfiche Forms Enterprise Portal Add-on		\$6,480.00	\$6,480.00
247.00	ERM	Laserfiche RIO Records Management Edition		\$17.80	\$4,396.60
1.00	IA	Laserfiche RIO Import Agent		\$405.00	\$405.00
1.00	JSEDCOM4-N	Self-Hosted Subscription Education Users (Block of 25k)		\$26,675.00	\$26,675.00
1.00	EPLSX	Rio Public Portal for Unlimited Laserfiche Servers		\$20,250.00	\$20,250.00
2.00	QCX	Laserfiche RIO Quick Fields Complete		\$4,050.00	\$8,100.00

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	QFA	Laserfiche RIO Quick Fields Agent		\$2,700.00	\$2,700.00
Software SUBTOTAL:					\$119,567.50

Software Total:

\$119,567.50

Services

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DNPK-CFT3	DocuNav Solutions Package - Cumulative Folders Tier 3		\$5,000.00	\$5,000.00
Services SUBTOTAL:				\$5,000.00	

Services Total:

\$5,000.00

Support

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	JSEDCOM4-N	Self-Hosted Subscription Education Users (Block of 25k)		\$4,001.25	\$4,001.25
1.00	LF-INCR5	Laserfiche Increase 5%	Laserfiche self-hosted perpetual product suite increase (5% increase effective July 1, 2024 on all United, Avante and Rio licensing and support for all accounts)	\$4,644.63	\$4,644.63

Support SUBTOTAL:

\$8,645.88

Support Total:

\$8,645.88

Discount

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DSC DIR DSA 3YR	Texas DIR Support	DocuNav DIR DSA Maintenance Support 1 year discount. DIR Contract # DIR- CPO-4449 10% off	\$-9,753.71	\$-9,753.71

Discount SUBTOTAL:

\$-9,753.71

Discount Total:

\$-9,753.71

Subtotal	\$123,459.67
Tax	\$0.00
Total	\$123,459.67

Sign Here:	Date:	/

Terms & Conditions

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre- purchased hours or daily units expire after 3 years from invoice date.

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE RENEWAL OF SECURE EMAIL GATEWAY SERVICES

BACKGROUND:

Phishing emails are the primary method cyber-criminals use to harvest district information, with the intent to compromise data, take over networks, and infect district devices. The proposed email security system targets threats and provides the first line of defense against email-based cyber-attacks. The renewal will run from April 1, 2025 to March 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Renewal of Secure Email Gateway Services
- 2. Decline to Approve Renewal of Secure Email Gateway Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Renewal of Secure Email Gateway Services

FUNDING SOURCE: Additional Details
General Fund 199-53-6399-423

Oomoran r a

COST:

\$308,950.00

VENDOR(S)/PROVIDER(S):

CDW-G

PURCHASING MECHANISM:

Cooperative Agreement Sourcewell #081419 (081419#CDW)

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

District - Wide

RATIONALE:

To continue protecting the District against phishing attempts and malware attacks through email.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations Ramesh Krishnamurthy, CTO, Division of Technology



Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

REBECCA HARPER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. <u>If</u> <u>you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGXK362	1/29/2025	MIMECAST FWISD	0926086	\$308,950.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MIMECAST PERIMETER DEFENSE PLAN Mfg. Part#: M_PERM-DEF_20000_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	30000	6156097	\$0.49	\$14,700.00
Mimecast Privacy Pack - subscription license (1 year) - 1 seat Mfg. Part#: M_HPUSA_1000_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	7500	7806924	\$0.00	\$0.00
MIMECAST DMARC ANALYZER T1 Mfg. Part#: M_DMA-T1_1_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	5	6156073	\$9,900.00	\$49,500.00
MIMECAST DMARC ANALYZER MGD SVC T1 Mfg. Part#: M_DMA-MS-T1_1_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	5	6156047	\$5,000.00	\$25,000.00
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	1	7805949	\$26,400.00	\$26,400.00
MIMECAST 365 PROTECT Mfg. Part#: M_M365-PROTECT_1000_A Electronic distribution - NO MEDIA Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)	7500	6647619	\$20.00	\$150,000.00
Mimecast Advanced Support - technical support - 1 year Mfg. Part#: M_ADV-SP_1_A	1	7805949	\$2,100.00	\$2,100.00

Mfg. Part#: M_ADV-SP_1_A
Electronic distribution - NO MEDIA

Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)

QUOTE DETAILS (CONT.)

MIMECAST EMAIL INCIDENT RESPONSE

Mfg. Part#: M_TURBO_1_A
Electronic distribution - NO MEDIA

Contract: Sourcewell 121923- Fort Worth ISD- Software (121923)

7500 7814462

\$5.50

\$41,250.00

GRAND TOTAL	\$308,950.00
SALES TAX	\$0.00
SHIPPING	\$0.00
SUBTOTAL	\$308,950.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST EXT NONAME 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Phone: (817) 814-2120 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 | k12northtexas@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$308,950.00	\$8,743.29/Month	\$308,950.00	\$10,053.23/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE SOFTWARE CONTRACT FOR THE DATA MANAGEMENT SYSTEM FOR STUDENTS WITH DISABILITIES

BACKGROUND:

In April 2014, the Fort Worth Independent School District (FWISD) acquired a new data management system to ensure legal compliance for students in Special Education and 504 programs. This system was implemented to streamline case management and support compliance with both state and federal regulations governing special education and 504 services. The contract for this system was continued annually through the 2024-2025 school year. As the district's needs evolve and the educational landscape changes, it has become clear that a more modern, integrated solution is required to further enhance our Special Education and 504 services. To meet these evolving demands, FWISD issued a Request for Proposal (RFP) to procure a new IEP/504 Documentation System that would better support case management, improve operational efficiency, and ensure full compliance with legal requirements. The district's current system, while functional, lacks the userfriendly interface, integration capabilities, and advanced compliance features needed to optimize staff productivity and improve student outcomes. A more advanced system is necessary to reduce administrative burdens, improve real-time reporting, and enhance the overall management of IEPs and 504 plans. After a thorough evaluation process, the FWISD evaluation committee has determined which proposal for the IEP/504 Documentation System is the best fit for the district. The vendor selected by the evaluation committee offers a comprehensive, user-friendly solution that not only addresses the district's immediate needs for efficient case management but also provides a scalable platform for future growth. The key benefits of the vendor's system include ease of use and functionality, seamless integration with other FWISD systems, compliance and reporting and cost efficiency.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve Software Contract for the Data Management System for Students with Disabilities
- 2. Decline to Approve Software Contract for the Data Management System for Students with Disabilities
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Software Contract for the Data Management System for Students with Disabilities

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

General Fund 199-53-6299-423 \$85,000 199-53-6399-423 \$52,010 199-21-6299-229 \$17,000

COST:

\$154,010

VENDOR(S)/PROVIDER(S):

TCASE by Design - Empower

PURCHASING MECHANISM:

Competitive Solicitation

RFP 25-028

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

District Wide

RATIONALE:

Based on the evaluation committee's thorough review of the proposals, the vendor's IEP/504 Documentation System offers the most robust, user-friendly, and cost-effective solution for FWISD's needs. The selected vendor system will improve the efficiency of Special Education and 504 case management, support compliance with regulations, and ultimately contribute to better student outcomes.

INFORMATION SOURCE:

Ramesh Krishnamurthy, Chief Technology Officer



- 3305 Steck Ave. Ste. 200 Austin, TX 78757
- 512.474.4492
- hello@empoweriep.com

IMPLEMENTATION, INSTALLATION, AND TRAINING INFORMATION

IMPLEMENTATION TARGET DATE*

- District site builds to begin immediately
- Meetings with the district to discuss planning; to be held/scheduled within one week of contract award
- District desired training dates will be accommodated
- District desired go-live date to be determined according to the implementation schedule
 - * subject to district schedule, constraints, and the overall Implementation Plan

IMPLEMENTATION SERVICES

IMPLEMENTATION APPROACH

An empoWEr implementation project is based on a collaborative team approach, combining the strengths, talents, and areas of expertise and responsibilities of our staff and the district staff. This approach will clearly define:

- 1. Clear Communication paths
- 2. Team members assignments and accountability
- 3. Project timelines and deliverables
- 4. Staff Training requirements
- 5. Data interactions (CLASS, Medicaid, etc.)

IMPLEMENTATION TIMELINE

The first 20 days of the implementation timeline outlined below will be provided at no cost to the district. These initial days focus on foundational activities to ensure a smooth setup, including planning, system configuration, and preparation for training.

Days 21 through 25 represent the remaining components of the implementation plan, which will occur after July 1. At that point, the first-year costs will begin, and we will move into the final stages of the rollout, including on-site training and full system activation.

This phased approach allows the district to experience a seamless transition while maximizing the value of the initial implementation period.



20 (no cost

Data imports complete and

interface operational

to district)

- 3305 Steck Ave. Ste. 200 Austin, TX 78757
- 512.474.4492
- hello@empoweriep.com

	entering setup, staff and school data and establishing staff security levels, etc.	site, participate in and lead all data discussions with district I/T staff	identify all aspects of the project and manage work on the district's behalf
	 Initial Implementation Workshop: Meet all team members and determine preliminary dates Data imports and interface requirements identified Data collection requirements/mandates collected and sent to EmpoWEr Training plan developed and training scheduled 		• I/T Dept. participants – (if applicable) work with empoWEr Data Staff to obtain student file for initial import and review SIS integration
Days 6-14 (no cost to district)	 ftp site set up for interface, documentation and instructions provided to district IT staff Test data files received and approved for data import Requirements put in place in preparation for training/go live date 	 Project Manager – inform district as project milestones are complete, provide training requirements to district, verify data requirements with district I/T staff Data Staff – review and approve test files, prepare for data imports, setup ftp site for interface 	Project Manager & SpEd Administrators— verify with Project Manager that data files are accurate I/T Technical staff (if applicable)— perform required data extraction work for data import files
Days 15-	Deployment	Project Manager –	Project Manager &

inform district as

project milestones

are complete, work

through acceptance

testing with district,

report any issues to

SpEd

completed

Administrators -

Accept work when

I/T Technical staff

(if applicable) -



- 3305 Steck Ave. Ste. 200 Austin, TX 78757
- 512 474 4492
- hello@empoweriep.com

		empoWEr staff for immediate attention • Data Staff — complete data imports, complete and test data interface • Training Staff— Begin preparing for training requirements	perform required data extraction work
Days 21- 25	10 days of On-Site Training for Key Administrative Special Education and 504 staff as well as staff that will be testing the program	Training Staff — conduct Key Administrative Training for district SpEd administrators; conduct End-User training for staff testing program Project Manager — conduct assessment review of implementation and training with district staff members (SpEd, Project Sponsor, Project Manager, I/T Inform district of support channels, phone, email chat and after hours	SpEd Administrators — participate in empoWEr Administrative Training, work with Users and empoWEr to ensure smooth operation



- 3305 Steck Ave. Ste. 200 Austin, TX 78757
- 512.474.4492
- hello@empoweriep.com

After July 1	Full End-user training sessions Post-Implementation Assessment and Review	Training Staff — conduct End-User training for End- Users Project Manager — conduct assessment review of implementation and training with district staff members (SpEd, Project Sponsor, Project Manager, I/T Inform district of support channels, phone, email chat and after hours	SpEd Administrators — participate in empoWEr Administrative Training, work with Users and empoWEr to ensure smooth operation SpEd Users — participate in training, fully use new system
--------------	--	---	---

Exhibit A



\$ 512-474-4492

hello@empoweriep.com

♥ 3305 Steck Ave. Ste. 200 Austin, TX 78757

PLAN MANAGEMENT SOLUTION OVERVIEW

empoWEr is the market leading plan management software with a single log-in, educators have access to all plans including IEP, RTI/MTSS, EB/LPAC, GTE and Section 504.

The solution that empoWEr is proposing for Fort Worth ISD encompasses both a robust product and personal service at all times.

EMPOWER SOFTWARE SUITE

- Designed by and for special program users
- Built to minimize time spent on paperwork
- Simple, intuitive user interface
- Complete forms management
- Goal bank state curriculum standards
- Timeline compliance built into forms
- 100% Web-based (no additional software to install)
- Teacher & administrator reports + data export tool

COMPREHENSIVE IMPLEMENTATION SERVICES

- Full implementation coaching
- Administrative & user training
- Toll-free phone, email and online chat support for any district user with extended hours
- Ongoing product updates and enhancements
- Updates to all state-supplied forms & standards
- Secured Web & data hosting

For districts small and large, empoWer has focused on meeting the diverse needs of Texas schools through our relentless focus on customer support and enabling their perennial success.

The field of education has not stood still over the years and empoWEr was founded and designed with the flexibility to accommodate future changes. We are a true partner in our customers' success, and we will continue to support you as the needs of your district evolve.

As your school grows, please know that our entire platform and customer service team is available to meet your ever-changing needs.

Exhibit A



\$ 512-474-4492

hello@empoweriep.com

9 3305 Steck Ave. Ste. 200 Austin, TX 78757

VALUE OF THE EMPOWER SOLUTION

Different departments within your district have different needs regarding forms and a plan management solution. The stakeholders within your district will be glad to know that empoWEr meets their district needs:

TEACHERS

- empoWEr is accessible from any Internet connection (home or school)
- Spend less time with paperwork and more time servicing students
- Removes the ambiguity and guesswork surrounding the completion of plans and forms
- empoWEr was designed by and for special program users

TECHNOLOGISTS

- Web-based system means less application maintenance
- Regular, real time product updates without required district intervention
- Hassle-free product leaves more time to focus on other district technology issues

DEPARTMENT DIRECTORS & COORDINATORS

- The added benefit of a more satisfied and productive staff
- More consistent information, which leads to:
 - More complete student plans
 - Stronger compliance

DISTRICT & BUILDING ADMINISTRATORS

- More productive instructional staff
- Reduced risk of non-compliance
- Measurable return on investment

PARENTS AND STUDENTS

- Greater confidence of instructional quality and in the educational plan process
- Document printouts formatted to be clear to those with a limited Special Education background
- Demonstrates the district's commitment to accountability and excellence



Exhibit A

\$ 512-474-4492

hello@empoweriep.com

♀ 3305 Steck Ave. Ste. 200 Austin, TX 78757

EMPOWER MODULES

EMPOWER IS DELIVERED WITH

- empoWEr Software Licenses
- empoWEr 100% Cloud-based software
- Toll-free Technical Support for all users
- EmpoWEr's Texas specific forms
- Reporting Module

IEP Included

• Complete Special Education & IEP Management solution

SMARTEVAL - EVALUATION & FIE REPORT WRITING

Included

- 600 + assessment templates such as WISC IV, WIAT, Goldman Fristoe, etc. in seven categories
- Full text editing (bold, italics, etc.)
- Test score graphs
- Report Archiving for future retrieval/review



512-474-4492

hello@empoweriep.com

♀ 3305 Steck Ave. Ste. 200 Austin, TX 78757

INTEGRATION & IMPLEMENTATION COMPONENTS

IMPLEMENTATION SERVICES which

may include:

- Owner Set-up
- Data conversion and technology setup calls
- Assessment of district workflow and processes
- Overall project plan and timelines
- Post Implementation follow-up sessions

STUDENT/TEACHER DEMOGRAPHIC IMPORT

 Initial automated student demographic load based on empoWEr Data Guide specifications

SIS INTERFACE

Custom SIS Interface - SIS interface via the empoWEr Data Mover is billed annually.

STATE ASSESSMENT ACCOMMODATIONS EXPORT TO TESTHOUND

Accommodations export from empoWEr to Testhound if applicable

SHARS INFORMATION EXPORT

SHARS Information export

SECURED DATA HOSTING SERVICES

Includes:

- Redundant equipment components:
 - Power supplies o RAID storage
- Redundant communications lines with Tier 1 Internet
 Providers connected to the data center
- Redundant power:
 - Three city grid sources
- Any hardware failure of a server is repaired (or replaced) within two hours
- Full Backup/Recovery Services // Off-site data storage

Included

Included

Included

Included

Included

Included



\$ 512-474-4492

🖻 hello@empoweriep.com

♦ 3305 Steck Ave. Ste. 200 Austin, TX 78757

EMPOWER MANAGEMENT SYSTEM QUOTE/PROPOSAL SUMMARY

Quote ID:	20241212-E3
Quote Date:	December 12, 2024
Customer:	Fort Worth ISD 7060 Camp Bowie Blvd
	Fort Worth, TX. 76116

Representative:	Brian Arrott	
Quote Expires:	March 12, 2025	
Contact:	Sara Ossa Sara.ossa@fwisd.org	

Professional Service Fees	
empoWEr Professional Development - 10 on-site training sessions for Key Admins of IEP/504 staff as well as staff testing the program (Includes travel/expenses, sessions expire after one year of purchase)	\$1,700/day
	\$17.000

Total Training Costs
(payment due by June 30, 2025)

\$17,000



\$ 512-474-4492

🖻 hello@empoweriep.com

♦ 3305 Steck Ave. Ste. 200 Austin, TX 78757

EMPOWER MANAGEMENT SYSTEM QUOTE/PROPOSAL SUMMARY

Quote ID:	20241212-E1
Quote Date:	December 12, 2024
Customer:	Fort Worth ISD 7060 Camp Bowie Blvd
	Fort Worth, TX. 76116

Representative:	Brian Arrott
Quote Expires:	March 12, 2025
Contact:	Sara Ossa Sara.ossa@fwisd.org

Implementation & Integration Fees			
Implementation Management Services (initial fee)	\$30,845		
SIS Integration (annual fee)	\$21,165		
Secured Data Hosting Services	Included		
Implementation Services Sub Total	\$52,010		

Professional Service Fees	
empoWEr Professional Development - 50 on-site training sessions for IEP/504 staff as well as dedicated sessions for Admins of each program (Includes travel/expenses, sessions expire after one year of purchase)	\$1,700/day
	\$85,000

Total First Year Costs	
(payment due July 1, 2025)	\$137,010



\$ 512-474-4492

hello@empoweriep.com

♦ 3305 Steck Ave. Ste. 200 Austin, TX 78757

EMPOWER MANAGEMENT SYSTEM QUOTE/PROPOSAL SUMMARY

Projected Recurring Costs for Year 2 and 3				
	Extended Cost			
annual fee	\$21,165			
10,565 students	\$116,215			
5,391 students	\$18,868			
	\$156,248			
	annual fee 10,565 students			



- 3305 Steck Ave. Ste. 200 Austin, TX 78757
- 512.474.4492
- hello@empoweriep.com

DELIVERABLES YEAR 1:

IMPLEMENTATION MANAGEMENT SERVICES

- Initial fee which delivers the site build which includes:
 - Complete IEP Management system setup
 - Smarteval (assessment) creation and setup for FWISD
 - Complete 504 Management system setup
 - Data conversion support per FWISD's plan
 - Student/Teacher Imports // SHARS info Export
 - Additional creation of preset events and banks at the district's discretion

STUDENT INFORMATION SYSTEM INTEGRATION

- Annual fee for setting up custom SIS interface
 - Creation of custom SIS Interface through empoWEr Data Mover

PROFESSIONAL SERVICE FEES

- empoWEr Professional Development sessions
 - 60 on-site training sessions
 - Sessions will be tailored to the needs of FWISD and can be used as initial and ongoing/refresher training as needed
 - End User Training for use of IEP/504
 - Administrative Training assisting in setting up security, owner set up and IEP administration
 - Trave/expenses for empoWEr trainers is included in the price
 - Sessions expire after 1 year

CONSENT AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE PURCHASE OF DOCUSIGN LICENSES

BACKGROUND:

The District uses this software to obtain signatures on contracts, IEP, and other documents that require the signatures of multiple staff. Due to the increased use of electronic signature envelopes the District will need to purchase additional envelopes to support the increased usage Districtwide.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Purchase of DocuSign Licenses
- 2. Decline to Approve Purchase of DocuSign Licenses
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification to Purchase DocuSign Licenses

FUNDING SOURCE: Additional Details
General Fund 199-53-6399-423

COST:

\$80,641.92

VENDOR(S)/PROVIDER(S):

Carahsoft

PURCHASING MECHANISM:

Cooperative Agreement DIR-TSO-4288

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

District-wide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent Ramesh Krishnamurthy, Chief Information Officer

Government - Price Quotation

Docusign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724 www.carahsoft.com | sales@carahsoft.com



TO: Neil Bolton

> Senior Technology Officer Fort Worth ISD 7060 Camp Bowie Blvd

> Fort Worth, TX 76116 USA

EMAIL: neil.bolton@fwisd.org

PHONE: (817) 814-3000

DIR Contract No. DIR-TSO-4288 TERMS:

Expiration Date: February 21, 2025 FTIN: 52-2189693

Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX

Remit To: Same as Above

Payment Terms: Net 30 (On Approved Credit)

Texas VID#: 1522189693700 Sales Tax May Apply

FROM: Kimberly Barrera

Docusign Government at Carahsoft

11493 Sunset Hills Road

Suite 100

Reston, Virginia 20190

EMAIL: Kimberly Barrera@carahsoft.com

PHONE: (571) 662-3450

FAX: (703) 871-8505

51571280 **QUOTE NO: QUOTE DATE:** 11/22/2024 03/17/2025 **QUOTE EXPIRES:**

RFQ NO:

SHIPPING: **TOTAL PRICE:**

TOTAL QUOTE:

ESD \$36,844.00

\$36,844.00

LINE N	IO. PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	APT-0148	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per \$100 of List License Fees) DocuSign, Inc APT-0148 Start Date: 02/28/2025 End Date: 08/31/2025		\$6,644.00	TX DIR	1	\$6,644.00
2	DSI-0000488	eSignature Enterprise Pro for State and Local Government - Envelope DocuSign, Inc DSI-0000488 Start Date: 02/28/2025 End Date: 08/31/2025		\$6.04	TX DIR	5,000	\$30,200.00
		SUBTOTAL:					\$36,844.00
			TOTAL PRICE:				\$36,844.00
			TOTAL QUOTE:				\$36,844.00

Please reference the Carahsoft quote number and applicable contract on your Purchase Order.

Product Details:

eSignature Envelope Allowance: 5,000

Overage/Usage Fees:

eSignature Enterprise Pro for State and Local Government - Envelope: \$12.41

Terms and Conditions:

This Order Form covers the DocuSign Products and Services described herein and is governed by Carahsoft's DIR Contract and DocuSign's Corporate Subscriber Terms and Conditions available online at: https://www.carahsoft.com/buy/slg-contracts/txdir/dir-tso-4288 and https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf. In the event of any conflicts between the DIR Contract and the DocuSign MSA, the DIR Contract will take precedence.

> Page 188 of 260 QUOTE NO: 51571280

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: CONSIDERATION AND ADOPTION OF RESOLUTION APPROVING CONTINGENT FEE LEGAL SERVICES CONTRACT, INCLUDING FINDINGS NEEDED FOR SUBMISSION OF CONTINGENT FEE LEGAL SERVICES AGREEMENT AND REQUEST FOR EXPEDITED REVIEW BY THE TEXAS ATTORNEY GENERAL

BACKGROUND:

The Board will consider the adoption of a resolution approving a Contingent Fee Legal Services Contract, including findings needed for submission of a contingent fee legal services agreement and a request for expedited review by the Texas Attorney General.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- Approve Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, Including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General
- Decline to Approve Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, Including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Consideration and Adoption of Resolution Approving Contingent Fee Legal Services Contract, Including Findings Needed for Submission of Contingent Fee Legal Services Agreement and Request for Expedited Review by the Texas Attorney General

FUNDING SOURCE:	Additional Details
No Cost	

COST:

No Cost

VENDOR(S)/PROVIDER(S):

O'Hanlon, Demerath & Castillo, PC Eiland & Bonnin, PC

PURCHASING MECHANISM:

Not a Purchase

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

District-Wide

RATIONALE:

Approval of this resolution will allow the school district to enter into a contingent fee legal services agreement.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent

FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION RESOLUTION APPROVING THE CONTINGENT FEE LEGAL SERVICES CONTRACT WITH O'HANLON, DEMERATH & CASTILLO, PC AND EILAND & BONNIN, PC

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the approval of the Contingent Fee Legal Services Agreement ("Agreement") with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC is approved and the Superintendent or any member of the Board of Education of the Fort Worth Independent School District is authorized to execute this Agreement.

After exercising its due diligence, the Fort Worth Independent School District ("District") Board of Education finds that:

- 1. There is a substantial need for the legal services to be provided pursuant to the Agreement;
- 2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the District at a reasonable cost;
- 3. The specialized legal services, advancement of expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of Fort Worth Independent School District because the District does not currently employ attorneys who have specialized knowledge and experience regarding Multi-District Litigation and related analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District does not have budgeted the financial resources necessary to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.
- 4. Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, and it would be difficult to find a firm with the required experience that does not have a conflict of interest that would hinder the firm's ability to effectively represent the District. The proposed law firms have certified that they have no such conflict of interest in representing Fort Worth Independent School District.

- 5. The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to Fort Worth Independent School District. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.
- 6. O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC are well qualified and competent to perform the legal services required to comply with the terms of this Agreement.
- 7. O'Hanlon, Demerath & Castillo, PC regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also offices in Pharr, San Antonio and Fort Worth. The firm has litigated statewide high profile public education related cases such as the No Pass No Play, the A-F litigation and multiple Edgewood decisions related to the school finance system. After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O'Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. Justin Demerath operates a contingent fee litigation practice within the firm that regularly represents public entities on a contingent fee basis, often in the scope of property insurance disputes. Additionally, his practice has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and NFL concussion litigation, as well as serving in leadership of cases that garnered national attention like the Sutherland Springs Mass Shooting. O'Hanlon, Demerath & Castillo has represented the District since 2019. O'Hanlon, Demerath & Castillo discussed the social media litigation with the District in February 2025. O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.
- 8. Eiland & Bonnin, PC engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. O'Hanlon, Demerath & Castillo has represented the District since 2019. The inception of the relationship between Eiland & Bonnin and the District began when O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.

- 9. The approval of this Agreement with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC is the result of an arm's length transaction between the District and O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC and is fair and reasonable. The relationship between the Fort Worth Independent School District or the District's Board and the law firms being retained is not improper and would not appear improper to a reasonable person.
- 10. Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

ADOPTED this day of Independent School District Board of I	, 202_ at a duly called meeting of the Fort Worth Education.
Roxanne Martinez,	Anael Luebanos,
Board of Trustees President	Board of Trustees Secretary

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: CONSIDERATION AND ADOPTION OF CONTINGENT FEE LEGAL SERVICES AGREEMENT WITH O'HANLON, DEMERATH & CASTILLO, PC AND EILAND & BONNIN, PC

BACKGROUND:

The Board will consider approval of the Contingent Fee Legal Services Agreement with Thompson & Horton, LLP, Eiland & Bonnin, PC, and O'Hanlon, Demerath & Castillo, PC.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve Consideration and Adoption of Contingent Fee Legal Services Agreement with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC
- 2. Decline to Approve Consideration and Adoption of Contingent Fee Legal Services Agreement with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Consideration and Adoption of Contingent Fee Legal Services Agreement with O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC

FUNDING SOURCE: Additional Details

Not Applicable

COST:

Contingent Based Fee as Indicated in the Agreement

VENDOR(S)/PROVIDER(S):

O'Hanlon, Demerath & Castillo, PC Eiland & Bonnin, PC

PURCHASING MECHANISM:

Competitive Solicitation

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

District-Wide

RATIONALE:

Approval of this resolution will allow the school district to enter into a contingent fee legal services agreement with the selected law firms.

INFORMATION SOURCE:

Dr. Karen Molinar, Interim Superintendent

PROFESSIONAL SERVICES AGREEMENT

The Parties to this Agreement ("Agreement") are FORT WORTH INDEPENDENT SCHOOL DISTRICT ("CLIENT") and O'HANLON, DEMERATH & CASTILLO, PC and EILAND & BONNIN, PC and (Hereinafter collectively referred to as "ATTORNEYS"). This Professional Services Agreement provides for legal services by ATTORNEYS to CLIENT. In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

- 1.01 CLIENT has found a substantial need to employ ATTORNEYS to provide professional legal services in connection with litigation, and to pursue all remedies available to CLIENT regarding causes of action in Multi District Litigation 3047 or JCCP 5225 more fully described in the School District Master Complaint [MDL ECF 729] and incorporated herein by reference. ATTORNEYS will seek to recover damages sustained by CLIENT related to youth social media usage and addiction against Meta Platforms, Inc., Instagram LLC, Snap, Inc., TikTok, Inc., ByteDance, Inc., YouTube LLC, Google LLC, Alphabet Inc., and any other social media company named in the MDL or JCCP (collectively, "Defendants") (the matter referred to as "the Representation"). The scope of this agreement specifically excludes causes of action related to the Texas Deceptive Trade Practices Act.
- 1.02 CLIENT has found a substantial need for the legal services on a contingent fee basis which cannot be adequately performed by CLIENT'S attorneys or the attorneys of a governmental entity, and, because of the nature of the matter for which legal services will be obtained, the legal services required cannot be reasonably obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter. The estimated amount that may be recovered from the litigation exceeds \$100,000.00.
- 1.03 Subject to the supervision, direction, and control of the CLIENT or designee, ATTORNEYS will prosecute a civil case on behalf of CLIENT against Defendants or other defendants deemed necessary to the prosecution of the civil case. In the civil case, ATTORNEYS shall seek damages, civil penalties, and attorneys' fees, expenses, costs, and such other pecuniary recovery as may be provided for by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law in connection with the Defendants' actions and any other applicable common law or statutory causes of action ("the Representation").
- 1.04 CLIENT has determined pursuant to Education Code §44.031 that this Agreement is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge or attainment and a high order of learning, skill, and academic intelligence.

- 1.05 The term of this Agreement shall not begin until this Agreement and related materials are reviewed and approved by the Attorney General of Texas. The term will end after the conclusion of the Representation, unless either party extends or terminates this Agreement in accordance with its provisions. ATTORNEYS are not authorized to take any action related to the Representation for the CLIENT until approval is granted by the Attorney General of Texas.
- 1.06 ATTORNEYS shall prosecute the action on behalf of CLIENT against Defendants and seek necessary and appropriate damages, civil penalties, and attorney's fees and such other pecuniary recovery as may be provided for by the laws of any relevant local, state, federal statutory and/or common law in connection with the activities of Defendants. The primary attorneys handling this representation are: **Justin Demerath of the O'HANLON, DEMERATH & CASTILLO, PC law firm** and **Craig Eiland of the EILAND & BONNIN, PC law firm**. ATTORNEYS shall furnish the services for the Representation. ATTORNEYS agree to perform necessary legal work with reference to the Representation and will work specifically with the CLIENT or its designee.
- 1.07 To enable ATTORNEYS to provide effective representation, CLIENT agrees to do the following: (1) disclose to ATTORNEYS, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material or that ATTORNEYS may request, (2) keep ATTORNEYS apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise, cooperate fully with ATTORNEYS.
- 1.08 Neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement, without the express written permission of the other parties, unless otherwise authorized in this Agreement or ordered by a court of competent jurisdiction.
- 1.09 ATTORNEYS represent only CLIENT, and ATTORNEYS' attorney-client relationship does not include any related persons or entities (such as Client representatives, directors, trustees, officers, employees, or agents).
- 1.10 It is understood and agreed that ATTORNEYS' engagement described herein is limited to the Representation unless otherwise stated in another written agreement.
- 1.11 Any expressions on ATTORNEYS' part concerning the outcome or potential outcome of the Representation, or any other legal matters, are based on ATTORNEYS' professional judgment and are not guarantees or promises. Such expressions, even when described as opinions, are necessarily limited by ATTORNEYS' knowledge of the facts and are based on ATTORNEYS' views of the state of the law, at the time they are expressed, and/or certain estimates and probabilities (which may be uncertain). ATTORNEYS have made no promises or guarantees to CLIENT about the outcome of the Representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Venue, or the specific court and legal jurisdiction in which a lawsuit is filed, is an important decision in litigation. Defendants in the Representation maintain offices in multiple venues and Venue may be established in various places including but not limited to Texas or other State Courts and Federal Courts. The Federal Judicial Panel on Multi District Litigation has issued a standing transfer order in the United States for all Federal lawsuits arising from allegations that a defendants' social media platforms are defective because they are designed to maximize screen time, which can encourage addictive behavior in adolescents. All current and future Federal cases are assigned to Multi District Litigation ("MDL") 3047 in The United States District Court for the Northern District of California. Closely coordinating with that litigation is another consolidation of cases involving the Representation in California State Court known as JCCP 5225. ("JCCP"). Due to various strategic reasons ATTORNEYS believe it is in the CLIENT'S best interest to file the cases in either MDL 3047 or JCCP 5225. In executing this Agreement, CLIENT consents to this venue choice and understands the scope of representation in this Agreement is expressly limited to those cases or matters in those venues only. This choice will subject ATTORNEYS to certain non-reimbursable case expenses that will be paid out of the attorneys' fees contemplated herein and will subject CLIENT to certain additional case expenses (i.e., "common benefit expenses") more fully described below.

II. Description and Disclosure of Involved Lawyers

O'Hanlon Demerath & Castillo, PC: After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O'Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. The firm regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also fully staffed offices in Pharr, San Antonio, and Fort Worth. The firm has litigated statewide high profile public education related cases related to the school finance system, the A-F performance rating system, and other important issues. Justin Demerath operates a contingent fee litigation practice within the firm that has recovered millions of dollars in storm damage insurance claims for Texas schools on a contingent fee basis and has served in leadership roles for cases that garnered national attention like the Sutherland Springs Mass Shooting. His practice has recovered millions of dollars in recovery in high-profile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and the NFL concussion litigation. O'Hanlon, Demerath & Castillo has represented the District since 2019. O'Hanlon, Demerath & Castillo discussed the social media litigation with the District in February 2025. O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.

2.02 <u>Eiland & Bonnin, PC</u>: After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation.

Eiland & Bonnin engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Mr. Eiland regularly advises multiple Texas school districts in litigation. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. O'Hanlon, Demerath & Castillo has represented the District since 2019. The inception of the relationship between Eiland & Bonnin and the District began when O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.

2.03 "Court Appointed Leadership for Plaintiffs": By consenting to Venue in MDL 3047 or JCCP 5225 certain court orders govern CLIENT'S representation that is important to disclose transparently and fully. In Case Management Order ("CMO") No. 1 the MDL 3047 Court appointed various attorneys to serve as leaders for this litigation [ECF 75] and specifically School District Plaintiffs [ECF 451] which are incorporated herein by reference; similar orders have been adopted for the litigation proceeding in California state court JCCP 5225) (these attorneys in the MDL and JCCP litigation are court-appointed steering and leadership attorneys and are collectively referred to as "Court Appointed Leadership for **Plaintiffs**"). The names of the Court Appointed Leadership for Plaintiffs are contained in these court orders. Those court orders may be modified in the future to reflect different or additional attorneys appointed by the court or to reflect that one or more court-appointed attorneys will no longer serve. To the extent that the court or courts modifies its orders with respect to the names of the "Court Appointed Leadership for Plaintiffs" attorneys, this Agreement will include those changes in court appointments without the need for a formal amendment of this Agreement to include or delete certain names.¹

III. Compensation and Other Matters

For and in consideration of the services performed under this Agreement, subject to the limitations in this Agreement, CLIENT agrees to pay ATTORNEYS as follows:

3.02 Any fee payable to ATTORNEYS will be from the portion of any award, judgment, and/or settlement allocated by law to CLIENT. This Agreement shall not confer upon

Page 4

Page 199 of 260

¹ For clarity, "Court Appointed Leadership for Plaintiffs" will not be considered "subcontracted legal or support services performed by a person who is not a contracting attorney or a partner" (emphasis added) as that term is used in Texas Government Code 2254.106. Fees associated with "Court Appointed Leadership for Plaintiffs" will be considered litigation and other expenses stemming from "work performed by a person who is not a contracting attorney or a partner, shareholder, or employee of a contracting attorney or law firm" as that term is used in Texas Government Code 2254.108(d). Hours worked by "Court Appointed Leadership for Plaintiffs" will not be used to calculate the base fee contemplated in Texas Government Code 2254.106. Any attorneys' fees earned by "Court Appointed Leadership for Plaintiffs" as "common benefit" legal fees awarded by the courts will be considered a non-reimbursable case expense and shall be paid entirely out of the fees of ATTORNEYS, if any, contemplated in paragraph 3.03. However, expenses incurred by "Court Appointed Leadership for Plaintiffs", if ordered by the MDL or JCCP court, will be a reimbursable case expense contemplated under paragraph 3.18 (i.e., those court-ordered case expenses will be reimbursed by Client to Court Appointed Leadership for Plaintiffs; please see Attachment C for further illustration).

ATTORNEYS any rights to any portion of any sum awarded to the State of Texas as a result of the Representation.

3.03. In the event of a recovery against any Defendant or Defendants resulting from the Representation, the CLIENT agrees to pay ATTORNEYS the lesser of 30% of the gross recovery or four times ATTORNEYS' base fee computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code more fully discussed below. **Under no circumstances shall CLIENT'S general funds be obligated to satisfy the contingent Attorneys' fees.**

3.04 The contingent fee set forth in this section will be subject to the limitations set forth in this Agreement pursuant to Subchapter C, Chapter 2254 of the Texas Government Code.

3.05 The amount recovered for purposes of the contingent fee computation in paragraphs 3.03 and 3.04 is the amount CLIENT receives before reimbursable expenses are deducted.

3.06 This Agreement is **not** for mixed hourly and contingent fee services. The amount of the contingent fee and reimbursement of expenses under this Agreement will be computed in accordance with Subchapter C, Chapter 2254 of the Texas Government Code. Because of the expected difficulties in performing the work under this Agreement, the amount of expenses expected to be risked by ATTORNEYS, the expected risk of no recovery, and the expected long delay in recovery (if any), a reasonable multiplier for the base fee in this matter is four. ATTORNEYS' reasonable hourly rate for the work performed under the Agreement, based on the reasonable and customary rate for this type of litigation and on the relevant experience, demonstrated ability, and standard hourly billing rate for these attorneys, paralegals, and law clerks for this type of contingent fee work, is the statutory maximum:

Kevin O'Hanlon, Senior Counsel: \$1000/hour Justin B. Demerath, Senior Counsel: \$1000/hour Ben Castillo. Senior Counsel: \$1000/hour Mark C. Goulet, Senior Counsel: \$1000/hour Craig Eiland, Senior Counsel: \$1000/hour David Bonnin, Senior Counsel: \$1000/hour All other Senior Counsel: \$1000/hour All other Senior Associates: \$750/hour All other Associates: \$500/hour \$250/hour All Paralegals:

These rates apply to the subcontracted work performed, if any, by an attorney, law clerk, or paralegal. The base fee will be computed pursuant to Chapter C, Section 2254 of the Texas Government Code by multiplying the number of hours the attorney, paralegal or law clerk worked in providing legal or support services for the CLIENT times the reasonable hourly rate for the work performed by the attorney, paralegal or law clerk. The base fee is computed

by adding the resulting amounts. The computation of the base fee does not include hours or costs attributable to work performed by a person who is not employed by ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS, including "Court Appointed Leadership for Plaintiffs". There are no differences in the method by which the contingent fee is computed if the matter is settled, tried, or tried and appealed.

- 3.07 Reimbursement of subcontracted work, if any, under Texas Government Code Section 2254.107 shall meet the requirements of Subchapter C, Chapter 2254 of the Texas Government Code's requirements, without regard to the expected or actual amount of recovery under this Agreement.
- 3.08 Payment of the contingent fee and reimbursement of expenses under this Agreement will be paid and limited by the requirements set forth in Subchapter C, Chapter 2254 of the Texas Government Code, including Section 2254.105(5) and all other applicable sections.
- 3.09 ATTORNEYS assume "joint responsibility" for the Representation, as "joint responsibility" is described in Rule 1.04(f) in the Texas Disciplinary Rules of Professional Conduct and its official Comments (which discuss the requirements for attorneys' feessharing among/between lawyers who are not in the same law firm, such as here). From any attorneys' fees recovered (after the deduction of any "common benefit" attorneys' fees awarded by the courts), the remaining attorneys' fees will be divided as follows: 90% to O'HANLON, DEMERATH & CASTILLO, PC and 10% to EILAND & BONNIN, PC. Please note that these are not percentages of the gross recovery, but rather percentages of the attorneys' fees. In no scenario will attorneys' fees exceed 30% of the gross recovery outlined in paragraph 3.03. CLIENT'S consent to this Agreement as a whole is also consent to this attorneys' fees-sharing among Attorneys.

If there is a recovery, then upon recovery, CLIENT will instruct ATTORNEYS as to how to transfer the recovered funds in writing.

- 3.10 Pursuant to Texas Government Code 2254.1034 a political subdivision may require an attorney or law firm to indemnify or hold harmless the political subdivision for negligent acts or omission of the attorney or law firm. In this instance, CLIENT does not require such indemnification.
- 3.11 CLIENT shall have the absolute right to settle the case for no penalty, which would yield no contingent fee on penalties to ATTORNEYS. CLIENT will not be liable for reimbursable expenses if CLIENT settles the case for no penalty and makes no recovery of expenses or attorney's fees. CLIENT will assign any award of attorney's fees to ATTORNEYS, who shall have the obligation to collect them from the Defendants. ATTORNEYS will be responsible for paying all expenses of litigation directly to the vendor, such as, expert witness fees, deposition expenses, and other court costs/fees. CLIENT will not be required to advance any litigation expenses under this Agreement.

- 3.12 The fee to be paid under this Agreement shall come exclusively out of any recovery (including but not limited to any attorney's fees and expenses, as well as penalties) awarded in any way resulting from the Representation and CLIENT shall be liable to ATTORNEYS for no more than the fee and reimbursable expenses and costs as described below. CLIENT has specifically allocated and made available from currently budgeted funds the sum of \$0 to discharge any obligation that CLIENT may incur arising out of this Agreement.
- 3.13 It is expressly understood that the fee described above shall be the sole source of compensation to ATTORNEYS for overhead costs and general firm expenses (with the exception of the Reimbursable Expenses listed below) and includes, but is not limited to, all costs for clerical work, including overtime, computer time, clerical filing, and proofreading.
- 3.14 In the event of a recovery, funds from CLIENT's recovery will be used to pay Reimbursable Expenses and interest on Reimbursable Expenses. Litigation expenses including but not limited to, expert witness fees, mediation fees, expenses associated with depositions and hearings or trial (such as costs of the transcript, and court reporter or videographer fees), hotel, air travel, rental cars, rideshare costs, research and investigation related fees and expenses, third party interest incurred on litigation expenses, Westlaw expenses, and expenses associated with creating demonstrative exhibits or other means of evidence presentation during trial or hearings (such as trial graphics) shall constitute the "Reimbursable Expenses". ATTORNEYS shall advance all the Reimbursable Expenses. Should ATTORNEYS elect to fund any expenses by borrowing the funds required, Client agrees to reimburse the full sum of all related interest charges for Reimbursable Expenses as well as a pro rata share of related interest charges² for Shared Expenses. Reimbursable Expenses shall be recovered by ATTORNEYS out of the CLIENT'S portion of any settlement or judgment that arises out of the Representation (the CLIENT'S portion—from which Reimbursable Expenses will be deducted is what remains after the deduction of ATTORNEYS' fee). In the event there is no recovery, CLIENT will not be responsible for the repayment of any expenses (or any related interest charges).
- 3.15 Reimbursable Expenses includes Shared Expenses. ATTORNEYS may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying (the "Shared Expenses"). CLIENT agrees that ATTORNEYS shall divide such expenses *pro rata*, 3 among such multiple clients, and deduct CLIENT'S

² Interest rate charges shall be commercially reasonable rates not to exceed the official Prime Rate (at the time of the loan or extension of credit agreement) **plus** four percentage points.

³ "Equally" and "pro rata" are not the same. "Equally" refers to dividing such expenses on an equal basis to each client represented by the Attorneys under this Agreement regardless of what each client recovered compared to what other clients recovered; on the other hand, "pro rata" refers to dividing such expenses in proportion to each client's recovery compared to the total of all client recoveries (for example, totaling all of the client recoveries for a grand total and then calculating what each individual client's recovery is as a percentage of that grand total of all recoveries—and then applying that individual "client recovery" percentage to the total expenses as the amount of expenses attributable to that specific client). At this time, there is no court order related to whether to apply an "equally" or "pro rata" method to dividing any

portion of those expenses from CLIENT'S share of any recovery. Shared Expenses are Reimbursable Expenses.

3.16 Compensation for the duties performed by the "Court Appointed Leadership for Plaintiffs" attorneys is governed by Common Benefit Order [ECF 190] and similar orders in the JCCP. The purpose of a Common Benefit Order is to create, compensate, and reimburse such court-appointed "steering and leadership committee" of attorneys for various plaintiffs for their efforts and time in connection with their work on behalf of all plaintiffs (even those, such as CLIENT here, who previously had no direct attorney-client relationship with those "Court Appointed Leadership for Plaintiffs" attorneys). The Common Benefit Order directs that these "steering and leadership" attorneys shall receive fee compensation paid by all of the plaintiffs (including the CLIENT here) as a specified percentage of any gross recoveries. The Common Benefit Orders require that all "Court Appointed Leadership for Plaintiffs" attorney fee compensation shall be paid entirely out of attorneys' fees contemplated in paragraph 3.03 and as such these attorneys' fees will be treated as a non-reimbursable case expense and paid solely by ATTORNEYS. A sample settlement statement is attached hereto as Exhibit C to illustrate how the attorneys' fees and expense provisions of this Agreement are intended to function concerning a hypothetical gross recovery for the Client.

3.17. A consequence of certain plaintiff attorneys serving on the court-appointed "Court Appointed Leadership for Plaintiffs" committee or committees, is that those attorneys will incur certain Common Benefit Expenses⁵ that will benefit all plaintiffs, including those clients represented principally by other plaintiffs' attorneys (such as the CLIENT here). Common Benefit Expenses are Reimbursable Expenses.

3.18. On behalf of ATTORNEYS, Demerath and Eiland will or have previously executed the Common Benefit Participation Agreement in the MDL [ECF 190 EX.C] and similar agreements in the JCCP and will utilize Common Benefit Work Product in the Representation and this action will further subject CLIENT to the associated Common Benefit Orders and similar agreements in the JCCP and their requirements, including the financial obligations. CLIENT consents to the execution of Demerath and Eiland's Common Benefit Participation Agreement, and by consenting to the Venue described in paragraph 1.12 above, further consent to be bound by the terms of the Common Benefit Orders and the resulting compensation structure for the "Court Appointed Leadership for Plaintiffs" attorneys. Such consent will not increase or alter the amount of attorneys' fees charged to the client, if any, under paragraph 3.03.

expenses among clients; however, if such an order is entered in the future related to some or all of the expenses, ATTORNEYS will be bound by that order for apportionment among all clients, including CLIENT.

⁴ While subject to adjustment, the Common Benefit Fee that will be awarded to Court Appointed Leadership for Plaintiffs is currently set by the MDL Court at 8% of the gross recovery.

⁵ Definitions and rules related to Common Benefit Expenses more fully described in the Common Benefit Order [ECF 190], Paragraph E and are incorporated herein by reference. While subject to adjustment, the Common Benefit Expense that will be awarded to Court Appointed Leadership for Plaintiffs is currently set at 2% of the gross recovery.

3.19. In signing the Common Benefit Participation Agreement ATTORNEYS will or have granted "Court Appointed Leadership for Plaintiffs" a right to withhold payment of, a lien upon, and a security interest in any amounts recovered in the Litigation sufficient to pay the "Court Appointed Leadership for Plaintiffs" attorneys' fees and Common Benefit Expenses defined in the Common Benefit Order in the MDL and/or similar orders in the JCCP. The parties agree that the final amounts ultimately subject to this withholding, lien and security interest were "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d). Alternatively, it is anticipated at the end of the Litigation the MDL and JCCP courts will adopt orders which will require attorneys' fees and Common Benefit Expenses to be paid or reimbursed to the "Court Appointed Leadership for Plaintiffs" pursuant to the Common Benefit Order and withheld from the gross recovery available to satisfy the interest of CLIENT and ATTORNEYS. If such orders are entered, the parties further agree that these amounts should be considered "actually incurred on behalf of the state governmental entity or political subdivision and paid for by the contracting attorney or law firm" as that phrase is contemplated in Texas Government Code 2254.108(d).

3.20. By virtue of accepting their appointment, "Court Appointed Leadership for Plaintiffs" has accepted responsibility to provide legal services to clients that file their cases in the MDL or JCCP. By consenting to filing CLIENT'S claims in the MDL or JCCP, CLIENT is accepting the offer of the "Court Appointed Leadership for Plaintiffs" attorneys to provide court-ordered legal services in that venue. It is therefore agreed and understood by CLIENT that "Court Appointed Leadership for Plaintiffs" attorneys will be considered to have accepted "joint responsibility" for the purposes of Rule 1.04(f), Texas Disciplinary Rules of Professional Conduct, and the Rule's official comments.⁶

3.21 ATTORNEYS have been engaged to provide legal services in connection with the Representation, as specifically defined in this Agreement. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities in regard to the Representation. Unless ATTORNEYS are actually engaged after the completion of the Representation to provide additional advice on such issues, ATTORNEYS have no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation other than the obligations set out in this Agreement.

⁶ This Texas Rule provides for certain disclosures and advance client consent, which this Agreement provides, whenever lawyers who are not in the same law firm share legal fees arising out of a client representation. Here, there will be multiple lawyers and law firms involved in the sharing of common legal fees and expenses under this Agreement and the referenced court orders. The exact percentages of any fees that any of the "Court Appointed Leadership for Plaintiffs" attorneys will receive, if anything, is not known at this time and will be determined by the court or courts at the conclusion of this representation. The CLIENT's signature below to this Agreement constitutes acknowledgement and consent to this fee-sharing among all of the lawyers identified herein or by reference to the court orders identifying the "Court Appointed Leadership for Plaintiffs" attorneys and their law firms.

CLIENT understands and agrees that ATTORNEYS may be representing more than one client in this matter and that the following aspects of joint representation have been disclosed: (1) that the CLIENT might gain or lose some advantages if represented by separate counsel; (2) that ATTORNEYS cannot serve as an advocate for one client against another client, but must assist all clients in pursuing their common purposes; (3) that ATTORNEYS must deal impartially with every client, including CLIENT; (4) that information received by ATTORNEYS from or on behalf of any jointly represented client concerning the matter may not be confidential or privileged as between the jointlyrepresented clients and may be disclosed to other jointly-represented clients as is deemed proper or necessary; (5) if a conflict arises between clients that results in the discharge or withdrawal of the ATTORNEYS, ATTORNEYS might not be able to continue representing any of the clients involved; (6) when time is spent performing the Representation which benefits all clients represented by ATTORNEYS equally, ATTORNEYS will record that time for each client fully and equally (in other words, since each client, including CLIENT, receives the same full benefit from such time and service, that time will be recorded as though each client, including CLIENT, was represented individually for and during that time and service); and (7) that the representation of all clients by the ATTORNEYS will not necessarily expedite handling of the matter or reduce associated attorneys' fees and expenses. CLIENT consents to ATTORNEYS representing more than one client in this matter and all provisions in this paragraph.

AGGREGATE SETTLEMENTS: Often in cases where attorneys represent multiple clients in similar litigation, the opposing parties or defendants may attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle numerous clients' cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of damages, individual case evaluations, and other applied bases or factors. In the event of a group or aggregate settlement proposal, ATTORNEYS may implement a settlement program, overseen by a third-party referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case, including CLIENT's case, depending upon the facts and circumstances of each individual case and other factors determined by that third-party referee or special master or the court. CLIENT authorizes ATTORNEYS to enter into and engage in group settlement discussions which may include CLIENT's individual claims. Nonetheless, CLIENT retains the right to approve, and ATTORNEYS are required to obtain CLIENT's approval of, any settlement of CLIENT's case.

3.24 At the conclusion of the Representation, ATTORNEYS will return to CLIENT any documents that ATTORNEYS are specifically requested to return. As to any documents so

returned, ATTORNEYS may elect to keep a copy of the documents in ATTORNEYS' stored files but shall not be obligated to do so. CLIENT owns all final work product generated by reason of CLIENT's Representation under this Agreement. Files and documents, whether paper or electronic, retained by ATTORNEYS are subject to their file and document retention policies and may, consistent with those policies, be deleted or destroyed no earlier than two years after the conclusion of CLIENT's representation.

3.25 Any notice required or permitted to be given by the CLIENT to ATTORNEYS hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Justin B. Demerath O'HANLON, DEMERATH & CASTILLO, PC 808 West Avenue Austin, Texas 78701 jdemerath@808west.com

and

Craig Eiland EILAND & BONNIN, PC 1220 Colorado St. Suite 300 Austin, Texas 78701 ceiland@eilandlaw.com

Any notice required or permitted to be given by ATTORNEYS to the CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

> Attn: Roxanne Martinez Board of Trustees President Fort Worth Independent School District 7060 Camp Bowie Blvd Fort Worth, TX 76116

Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

3.26 ATTORNEYS affirmatively consent to the disclosure of email addresses that are provided to CLIENT. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Gov't Code §552.137, et sequitur, as amended, and shall survive termination of this Agreement. This consent shall apply to email addresses provided by ATTORNEYS and agents acting on ATTORNEYS' behalf and shall apply to any email address provided in any form for any reason whether related to this Agreement or otherwise.

- 3.27 It is expressly understood that ATTORNEYS have no authority to settle or otherwise compromise the position of CLIENT or any of its officers. CLIENT retains all authority to settle the case.
- 3.28 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.
- 3.29 If any provision or language of this Agreement is held in whole or in part to be unenforceable, void, or invalid for any reason by a court of competent jurisdiction, then such provision or language will be deleted or modified to reflect the parties' intention and to make the remaining provisions and language enforceable to the fullest extent. It is the parties' intention that the suit against Defendants shall continue regardless of whether any single part of this Agreement is unenforceable, void or invalid. This Agreement is under Texas law only and shall be interpreted accordingly. Any claims and/or disputes under this Agreement shall be brought in a court of competent jurisdiction in Travis County, Texas only.

IV. Required Recitals

- 4.01 This Agreement is not effective and enforceable until review and approval by the Office of the Attorney General for the State of Texas.
- 4.02 ATTORNEYS must and shall keep complete written time and expense records that describe in detail the time and money spent each day in performing the contract (this Agreement) as required by Section 2254.104(a) of the Texas Government Code.
- 4.03 ATTORNEYS shall permit CLIENT or CLIENT's attorney or CLIENT's governing body or other governing officials, the Attorney General for the State of Texas, the State Auditor, or any other appropriate official, to inspect or obtain copies of the time and expense records kept in accordance with Section 3.02, at any time on request, as required by Section 2254.l04(b) of the Texas Government Code. Upon request, ATTORNEYS shall provide CLIENT interim statements that describe the job-to-date time and expense records of ATTORNEYS, plus the expenses that are subject to reimbursement.
- 4.04 Upon conclusion of any matter for which ATTORNEYS were retained, ATTORNEYS shall provide CLIENT with a complete written statement that describes the outcome of the matter, states the amount of any recovery, shows ATTORNEYS' computation of the amount of the contingent fee, and contains the final complete time and expense records required by Section 2254.104(c) of the Texas Government Code. The complete written statement required under this section is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requester under that chapter under Section 552.103 or any other exception from required disclosure.

- 4.05 All time and expense records required by Section 3.02 are public information subject to required disclosure under Chapter 552 of the Texas Government Code. Information contained in the time and expense records may be withheld from a member of the public under Section 552.103 only if, in addition to meeting the requirements of Section 552.103, the chief legal officer or employee of CLIENT determines that withholding the information is necessary to protect the CLIENT'S strategy or position in pending or reasonably anticipated litigation. If any information is withheld from public disclosure in accordance with this subsection, CLIENT shall segregate said information from information that is subject to required public disclosure.
- 4.06 Once approved under Section 2254.1036 Texas Government Code, this contract is public information under Chapter 552 of the Texas Government Code and may not be withheld from a requestor under Section 552.103 or any other exception from required disclosure.
- 4.07 The amount recovered for purposes of the contingent fee computation is the amount obtained before expenses are deducted.
- 4.08 Any subcontracted legal or support services performed by a person who is not ATTORNEYS or a partner, shareholder, or employee of ATTORNEYS is an expense subject to reimbursement only after receiving written permission from CLIENT and only in accordance with Subchapter C, Chapter 2254 of the Texas Government Code.
- 4.09. No fee payment or expense reimbursement to ATTORNEYS shall occur until the provisions of Texas Government Code § 2254.108 are met. Prior to the payment of fees or expenses, as more fully described in Texas Government Code § 2254.108, the political subdivision must review the appropriate documents, determine whether the expenses were reasonable, proper, necessary, actually incurred on behalf of the political subdivision, and paid for by ATTORNEYS and verify that the hours of work on which the fee computation is based were actually worked in performing reasonable and necessary services for the political subdivision under this contract.
- 4.10. Pursuant to Section 81.079 of the Texas Government Code, we provide the following notification and information to CLIENT: "The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call."

AGREED:	
CLIENT:	
FORT WORTH INDEPENDENT SCHOOL DIST	TRICT
	Date:
Roxanne Martinez, Board of Trustees President	
ATTORNEYS:	
O'HANLON, DEMERATH & CASTILLO, PC	
	D /
Justin B. Demerath, Senior Counsel	Date:
, , , , , , , , , , , , , , , , , , ,	
EILAND & BONNIN, PC	
	Date:
Craig Eiland, Senior Counsel	

ATTACHMENT A

Rate Schedule for Named and Unnamed Persons in the Agreement is the allowable statutory maximum or less.

Rate Schedule

Kevin O'Hanlon, Senior Counsel:	\$1000/hour
Justin B. Demerath, Senior Counsel:	\$1000/hour
Ben Castillo, Senior Counsel:	\$1000/hour
Mark C. Goulet, Senior Counsel:	\$1000/hour
Craig Eiland, Senior Counsel:	\$1000/hour
David Bonnin, Senior Counsel:	\$1000/hour
All other Senior Counsel:	\$1000/hour
All other Senior Associates:	\$750/hour
All other Associates:	\$500/hour
All Paralegals:	\$250/hour

ATTACHMENT B

The following is a schedule of publicly available documents that are incorporated herein by reference. Such documents have been accessed and reviewed by CLIENT at the following link: https://tinyurl.com/4jumrcpu prior to CLIENT signing this Agreement.

Incorporated Documents:

School District Master Complaint:	MDL ECF 729
Order Appointing Court Appointed Leadership for Plaintiffs	MDL ECF 75
Order Appointing School District Court Appointed Leadership	MDL ECF 451
Revised Order Appointing "Court Appointed Leadership for Plaintiffs"	MDL ECF 82
MDL Common Benefit Order	MDL ECF 190
Order Granting in Part and Denying in Part Defendants' Motion to Dismiss the School District and Local Government Entities' Master Complaint	MDL ECF 1267
Order Granting in Part and Denying in Part Defendants' Motion to Dismiss the School District and Local Government Entities' Master Complaint [allowing School Districts' public nuisance Claims to proceed in a majority of states]	MDL ECF 1332

ATTACHMENT C

SAMPLE SETTLEMENT STATEMENT ILLUSTRATION⁷ FOR EXAMPLE ONLY - ACTUAL FINAL VALUES (if any) WILL VARY TEXAS ISD VS. SOCIAL MEDIA COMPANIES

GROSS RECOVERY: \$ 100,000.00

TOTAL ATTORNEY'S FEES 30%

\$ - 30,000.008

TOTAL ATTORNEYS FEES DIVIDIED AMONG FIRMS AS FOLLOWS:

COURT APPOINTED LEADERSHIP FOR PLAINTIFFS FEES

also known as Common Benefit Fees (8% of the gross recovery) \$8,000.009

DEMERATH FEES (90% of fees after common benefit fee deduction) \$ 19,800.00

EILAND FEES (10% of fees after common benefit) \$ 2,200.00

TOTAL EXPENSES \$-4,000.00

TOTAL EXPENSES BROKEN DOWN AS FOLLOWS:

EILAND & DEMERATH REIMBURSABLE EXPENSES: \$ 1,800.00

EILAND & DEMERATH SHARED EXPENSES (Pro Rata): \$ 200.00

MDL COURT APPOINTED LEADERSHIP FOR PLAINTIFFS

(2% of Gross recovery) \$ 2,000.00¹⁰:

ISD NET RECOVERY: \$ 66,000.00

⁷ At the end of any contingent fee case, a settlement statement is generated by ATTORNEYS for CLIENT to account for the financial aspects of the case. This example is NOT intended as a representation of what the ultimate outcome of the case will be, but rather is furnished for the sole purpose of illustrating how the attorneys' fee and expense provisions of this contract are intended to function to aid in the Client's understanding.

⁸ For simplicity and illustration, this model assumes that the fee cap outlined in paragraph 3.03 did not occur; that is to say the base fee times four was more than 30% of the total recovery. In a scenario where the attorneys' fees are capped, the total attorneys' fees would be reduced to the capped amount and under no circumstances would the total attorneys' fees exceed the capped amount.

⁹ This model assumes the Common Benefit Fees for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts. In the event Common Benefit Fees are adjusted in the future, the total attorneys' fees will not change, but rather the law firms' shares of fees will be adjusted.

¹⁰ This model assumes the Common Benefit Expenses for the Court Appointed Leadership for Plaintiffs are not adjusted in the future by the Courts.

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE A RESOLUTION OF THE FORT WORTH INDEPENDENT

SCHOOL DISTRICT BOARD OF TRUSTEES TO TRANSITION EMPLOYEE CALENDAR AND ENSURE EMPLOYEES ARE NOT

ADVERSELY AFFECTED BY CHANGE

BACKGROUND:

During the recent Enterprise Resource Planning and Timekeeping (ERPT) discovery phase, it was determined that an opportunity to shift employee pay and work calendars for 239/244 day employees to an August 1st start date was available. Shifting to an August 1st calendar allows the District to more closely align the work calendars to the pay calendars and provides the following benefits:

- eliminate the need for a dual payroll during the implementation of the new ERPT:
- eliminate the need for a 25th check for new contract employees;
- decrease the amount of time from the date of hire for new employee to the payment of their first check; and
- reduce the risks resulting from the transition of one ERPT (Enterprise Resource Planning and Timekeeping) system to another.

In order to accomplish this, a board resolution approving this change is necessary because employees' work calendar will change and District employees on a 239/244 day calendar would not complete the 2024-2025 calendar by July 31, 2025, causing an overpayment of 1.0833 working days for 239-day employees and an overpayment of 0.67 working days for 244-day employees.

The resolution will authorize the overpayment for these affected employees; this payment is estimated to be approximately \$433,000, and impacts the fund from which employees are paid from. Additionally, in order to accomplish this change, non-239/244 employees will be paid their respective contracts from 2024-25 no later than July 31, 2025, effectively paying these employees one month earlier than scheduled.

STRATEGIC PRIORITY:

4 – Operational Alignment and Efficiency

ALTERNATIVES:

- Approve a Resolution of the Fort Worth Independent School District Board of Trustees to Transition Employee Calendar and Ensure Employees are not Adversely Affected by Change
- 2. Decline to Approve a Resolution of the Fort Worth Independent School District Board of Trustees to Transition Employee Calendar and Ensure Employees are not Adversely Affected by Change
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve a Resolution of the Fort Worth Independent School District Board of Trustees to Transition Employee Calendar and Ensure Employees are not Adversely Affected by Change

FUNDING SOURCE: Additional Details

All Funds

COST:

Estimated Cost: \$433,000

VENDOR(S)/PROVIDER(S):

Not applicable

PURCHASING MECHANISM:

Not a Purchase

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

Division of Business and Finance

RATIONALE:

Transitioning to an August work and pay calendar would better align these two calendars and eliminate the need for manual payroll processes as well as conducting a dual payroll process during the implementation of the new ERPT.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES TO TRANSITION EMPLOYEE CALENDAR AND ENSURE EMPLOYEES ARE NOT ADVERSELY AFFECTED BY CHANGE

WHEREAS, the Fort Worth Independent School District (District) Board of Trustees (Board) is authorized by Texas Education Code §45.105 to expend funds of the District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the District is proposing a transition of the employee calendar to an August 1 – July 31 cycle;

WHEREAS, the District calendar change will: (1) eliminate the need for a 25th check for new contract employees; (2) decrease the amount of time from the date of hire for new employee to the payment of their first check; and (3) reduce the risks resulting from the transition of one ERPT (Enterprise Resource Planning and Timekeeping) system to another;

WHEREAS, District employees on a 239/244 day calendar would not complete the 2024-2025 calendar by July 31, 2025, causing an overpayment of 1.0833/0.67 working days;

WHEREAS, the Board values the hard work and dedication of District employees and seeks to mitigate any potential hardship or adverse effects resulting from the change of the employee calendar;

WHEREAS, the Board concludes that the payment of the 1.0833 or 0.67 working days identified above to accommodate the change to the employee calendar serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing and operations;

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

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Board hereby adopts the transition of the employee calendar to an August 1 – July 31 cycle, thereby aligning the contract year and the work calendar.

FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO TRANSITION EMPLOYEE CALENDAR AND
ENSURE EMPLOYEES ARE NOT ADVERSELY AFFECTED BY CHANGE
FEBRUARY 18, 2025
Page 1

SECTION 3. That the Board hereby grants the payment of the 1.0833 or 0.67 working days identified above to affected employees and that such a payment serves the public purpose identified in the preamble of this Resolution.

EXECUTED and ADOPTED on the 18th day of February 2025.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

	E	By: ROXANNE MARTINEZ President Board of Trustees Fort Worth Independent School District
ATTI	EST:	
Зу:		
	Anael Luebanos Secretary	
	Board of Trustees Fort Worth Independent	ent School District

FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO TRANSITION EMPLOYEE CALENDAR AND
ENSURE EMPLOYEES ARE NOT ADVERSELY AFFECTED BY CHANGE
FEBRUARY 18, 2025
Page 2

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REQUESTING REAPPRAISAL FOR THE 2025 TAX YEAR

BACKGROUND:

In late 2024, the Tarrant County Appraisal District (TAD) Board approved their 2024-25 Reappraisal Plan for all taxing entities within its appraisal jurisdiction. This plan called for the rolling of 2024 residential values for the tax year 2025 as well as freezing reappraisals for residential properties until tax year 2027. At that time, the District indicated that the adopted reappraisal plan would negatively impact District revenues if the lack of reappraisals in the next three tax years (2025-2027) resulted in the failing of the Comptroller's Property Value Study. The TAD Chief Appraiser indicated that he would recommend a reappraisal if values fell below a certain threshold (i.e. the stratified weighted mean of less than 90%).

In January 2025, the TAD Chief Appraiser advised the FWISD Chief Financial Officer of the potential that FWISD's 2025 values are projected to be below the 90% mark based on a Mock Property Value Study. Given the potential of values falling below the 90% mark and the potential of the assignment of a state value which would negatively impact the financial revenues of the FWISD, it is important for the District to provide input and a recommendation for reappraisal to the TAD Board. Therefore, the attached resolution is being presented to the FWISD Board for consideration.

This resolution formally requests that the TAD Board authorize a reappraisal for the 2025 tax year, and strongly encourages the TAD Board to give due consideration to the financial implications for the District if the reappraisal plan is not authorized.

It is staff's understanding that the TAD Chief Appraiser will submit an item for consideration at the upcoming February 26, 2025, board meeting.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Requesting Reappraisal for the 2025 Tax Year
- 2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Requesting Reappraisal for the 2025 Tax Year ps or Bold print)]
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Resolution of the Fort Worth Independent School District Board of Trustees Requesting Reappraisal for the 2025 Tax Year

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:

Division of Business and Finance

RATIONALE:

This resolution will provide formal input and a recommendation to the TAD Board prior to its February 26, 2025, meeting for their review and consideration, in alignment with the District's interest in ensuring accuracy and fairness of the property valuation for properties within the District.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REQUESTING REAPPRAISAL FOR THE 2025 TAX YEAR

WHEREAS, the Tarrant County Appraisal District (TAD) Board will be considering an action item at its upcoming meeting on February 26th, 2025, to authorize reappraisals for school districts where the ratios are at or below 90% based on a Mock Property Value Study; and

WHEREAS, these ratios are based on the average of the Appraisal/Sale Ratio for each independent school district and a weighted mean; and

WHEREAS, the Fort Worth Independent School District's (District) stratified weighted mean is projected to be approximately 0.87; and

WHEREAS, Property Value Study (PVS) results for certain school districts may be determined invalid by the state, which could lead to the assignment of a state value, potentially negatively impacting the financial revenues of these districts; and

WHEREAS, accurate property valuations are vital for the District's financial planning and help the District have a clearer picture of its revenue so that it can plan its budget accordingly for the upcoming year.

WHEREAS, the Fort Worth Independent School Board recognizes that the TAD Board places significant importance on the input and recommendations of governing bodies, particularly in those cases where there is concern about a potential negative impact on its financial standing if a reappraisal is not conducted in any given year where there is evidence of a need for such reappraisal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District hereby formally requests that the TAD Board authorize a reappraisal for the 2025 tax year, and strongly encourages the TAD Board to give due consideration to the financial implications for our District.

BE IT FURTHER RESOLVED that this resolution be submitted to the TAD Board prior to the February 26, 2025, meeting for their review and consideration, in alignment with the District's interest in ensuring accuracy and fairness of the property valuation for properties within the District.

[Signature Page Follows]

RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REQUESTING REAPPRAISAL FOR THE 2025 TAX YEAR February 18, 2025
Page 1 of 2

1 0 0	_	oard of Trustees of the Fort Worth Independent School Districte of ayes and nays.
	FOR	T WORTH INDEPENDENT SCHOOL DISTRICT
	By:	
		Roxanne Martinez
		Board President - Board of Trustees
		Fort Worth Independent School District
ATTEST:		
By:		
Anael Luebanos		
Board Secretary - Boar	d of Trustees	S
Fort Worth Independen	nt School Dis	strict

RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REQUESTING REAPPRAISAL FOR THE 2025 TAX YEAR February 18, 2025
Page 2 of 2

ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING JANUARY 31, 2025

BACKGROUND:

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

The amendment also includes a \$3.5M increase to support Technology's Tax Ratification Election spending plan, which is offset by an increase in revenues of \$4.8M. This net revenue increase is due to adjustments in current year tax levy, investment earnings, per capita appointment, foundation entitlements, insurance recovery and GASB 96.

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 PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve the Budget Amendment for the Period Ended January 31, 2025
- 2. Decline to Approve the Budget Amendment for the Period Ended January 31, 2025
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Budget Amendment for the Period Ended January 31, 2025

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	General Fund 2023-2024 Amended Budget 1/31/2025
REVENUE & OTHER SOURCES				
5700 Local Revenue		\$462,655,095	(\$16,595,182)	\$446,059,913
5800 State Revenue		\$347,499,942	\$23,320,428	\$371,480,370
5900 Federal Revenue		\$16,403,057	(\$3,400,000)	\$13,003,057
7900 Other Sources		\$0	\$1,485,892	\$1,485,892
	Total Revenue & Other Sources	\$826,558,094	\$4,811,138	\$832,029,232
EXPENDITURES				
11 Instruction		\$466,565,844	\$1,664,532	\$468,230,376
12 Instruction Resources	and Media Services	\$10,833,465	\$33,758	\$10,867,223
13 Curriculum and Instru	ctional Staff Development	\$9,881,154	\$25,517	\$9,906,671
21 Instructional Administr		\$15,642,475	\$4,282	\$15,646,757
23 School Administration		\$50,638,932	(\$40,167)	\$50,598,765
31 Guidance and Counse	eling Services	\$42,118,777	\$18,881	\$42,137,658
32 Social Work Services		\$3,999,736	\$1,921	\$4,001,657
33 Health Services		\$12,637,307	(\$334)	\$12,636,973
34 Student Transportatio	n	\$31,567,787	\$0	\$31,567,787
35 Food Services		\$411,239	(\$2,939)	\$408,300
36 Cocurricular/Extracurr	icular Activities	\$21,098,265	\$34,591	\$21,132,856
41 General Administratio	n	\$27,144,440	\$80,550	\$27,224,990
51 Plant Maintenance an	d Operations	\$103,504,200	\$34,369	\$103,538,569
52 Security and Monitoring	ng Services	\$18,035,938	\$1,808	\$18,037,746
53 Data Processing Serv	ices	\$33,807,049	\$1,648,576	\$35,455,625
61 Community Services		\$4,519,731	\$65,000	\$4,584,731
71 Debt Service		\$2,100,000	\$0	\$2,100,000
81 Facilities Acquisition 8	& Construction	\$7,764,869	(\$21,269)	\$7,743,600
91 Contracted Instruction	nal 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 Finance	ing	\$0	\$0	\$0
99 Other Intergovernmen	ital Charges	\$3,027,907	\$0	\$3,027,907
	Total Budgeted Expenditures	\$873,489,788	\$ 3,549,076	\$877,038,864
	Total Deficit	(\$46,931,694)	\$1,262,062	(\$45,009,632)
Beginning Fund Balar	nce (Audited)	374,458,061		374,458,061
Fund Balance-Ending	(Unaudited)	\$327,526,367	\$1,262,062	\$329,448,429



Explanations

	January 31, 2025 Budget Amendment	Increase	Decrease	Net Effect
Object	Revenue	increase	Decrease	Net Effect
Object	Revenue			
5700	Decrease due to reduction in current tax levy and investment earnings		16,595,182	
	Overall effect in Object 5700	0	16,595,182	(16,595,182)
	Increase due to additional revenue in per capita appointment and			
0000	foundation entitlement	23,320,428		
	Overall effect in Object 5800	23,320,428	0	23,320,428
	Decrease is due to a reduction in SHARS/MAC revenue	-	3,400,000	
	Overall effect in Object 5900 Increase is due to insurance recoveryfor 2021 Winter Storm and	-	3,400,000	(3,400,000)
	GASB 96 as a result of implementing new ERP	1,485,892		
	Overall effect in Object 7900	1,485,892		1,485,892
	Total	24.806.320	19.995.182	4,811,138
	Total	24,000,020	10,000,102	4,011,100
Function	Expenses			
11	Fund 198 - Technology's TRE spending plan	1,664,532		
1 /	Overall effect on Function 11	1,664,532	0	1,664,532
12	Campus/Dept. normal course of District operations	33,758		
	Overall effect on Function 12	33,758	0	33,758
-	Campus/Dept. normal course of District operations	25,517		
	Overall effect on Function 13	25,517	0	25,517
	Campus/Dept. normal course of District operations	4,282	0	
	Overall effect on Function 21	4,282	0	4,282
	Campus/Dept. normal course of District operations	0	40,167	
	Overall effect on Function 23	0	40,167	(40,167)
	Campus/Dept. normal course of District operations	18,881	0	
	Overall effect on Function 31	18,881	0	18,881
	Campus/Dept. normal course of District operations	1,921		
	Overall effect on Function 32	1,921	0	1,921
	Campus/Dept. normal course of District operations Overall effect on Function 33	0	334	
		0	334	(334)
	Campus/Dept. normal course of District operations	0	2,939	(0.000)
	Overall effect on Function 35 Campus/Dept. normal course of District operations	0	2,939	(2,939)
	Overall effect on Function 36	34,591 34,591	0	34,591
	Campus/Dept. normal course of District operations	34,391 80.550	U	34,391
	Overall effect on Function 41	80,550	0	80.550
	Campus/Dept. normal course of District operations	34,369	0	80,550
	Overall effect on Function 51	34,369	0	34,369
	Campus/Dept. normal course of District operations	1.808		34,000
	Overall effect on Function 52	1,808	0	1,808
53	Fund 198 - Technology's TRE spending plan	1,648,576	·	1,000
	Overall effect on Function 53	1,648,576	0	1,648,576
	Campus/Dept. normal course of District operations	65,000	0	1,040,010
	Overall effect on Function 61	65,000	0	65,000
	Campus/Dept. normal course of District operations		21,269	
	Overall effect on Function 81	0	21,269	(21,269)
1 1	Total	(21,192,535)	64,709	(1,262,062)

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2024-2025 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



Revenue and Other Sources 5700 Local Revenue 5800 State Revenue				T		SU	BTRACT	10/31/2024	SUBTRAC	T 11/30/2024	SUB	TRACT	12/31/2024	SU	BTRACT	1/31/2025
1800 State Pevenue	\$462,655,095	\$ -	\$462,655,095	\$ -	\$462,655,095	\$	-	\$462,655,095	\$ -	\$462,655,095			\$462,655,095	(\$1	16,595,182)	\$446,059,913
JOOU State Nevellue	347,499,942	660,000	\$348,159,942	\$ -	\$348,159,942	\$	-	\$348,159,942	\$ -	\$348,159,942			\$348,159,942	\$2	23,320,428	\$371,480,370
5900 Federal Revenue	\$16,403,057	\$ -	\$16,403,057	\$ -	\$16,403,057	\$	-	\$16,403,057	\$ -	\$16,403,057			\$16,403,057	(5	3,400,000)	\$13,003,057
7900 Other Sources		\$ -		\$ -		\$	-		\$ -					5	1,485,892	\$1,485,892
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	\$	4,811,138	832,029,232
Expenditures																
11 Instruction \$	459,832,354	\$5,522,068	465,354,422	\$ 79,232	\$465,433,654	\$	52,061	\$465,485,715	\$ 993,80	\$466,479,520	\$	86,324	\$ 466,565,844	\$	1,664,532	\$468,230,376
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	10,833,465		33,758	10,867,223
13 Curriculum and Instructional Staff Development	9,230,997	-	9,230,997	44,126	9,275,123		(2,976)	9,272,147	(2,50	9,269,647		611,507	9,881,154		25,517	9,906,671
21 Instructional Administration	15,680,681	-	15,680,681	(143,355)	15,537,326		204,865	15,742,191	20,00	15,762,191	((119,716)	15,642,475		4,282	15,646,757
23 School Administration	50,502,537	-	50,502,537	(22,769)	50,479,768		(24,580)	50,455,188	6,64	50,461,837		177,095	50,638,932		(40,167)	50,598,765
31 Guidance and Counseling Services	43,158,592	-	43,158,592	37,411	43,196,003		(56,369)	43,139,634	6,41	43,146,044	(1,	027,267)	42,118,777		18,881	42,137,658
32 Social Work Services	3,059,973	-	3,059,973	(36,962)	3,023,011		-	3,023,011	-	3,023,011		976,725	3,999,736		1,921	4,001,657
33 Health Services	12,532,797	-	12,532,797	98,000	12,630,797		(210)	12,630,587	6,42	12,637,007		300	12,637,307		(334)	12,636,973
34 Student Transportation	23,488,331	8,239,895	31,728,226	(155,667)	31,572,559		-	31,572,559	4,04	31,576,605		(8,818)	31,567,787		-	31,567,787
35 Food Services	384,036	-	384,036	4,500	388,536		2,567	391,103	-	391,103		20,136	411,239		(2,939)	408,300
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	21,098,265		34,591	21,132,856
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	27,144,440		80,550	27,224,990
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)	103,504,200		34,369	103,538,569
52 Security and Monitoring Services	17,969,059	47,458	18,016,517	11,632	18,028,149		671	18,028,820	6,19			927	18,035,938		1,808	18,037,746
53 Data Processing Services	26,117,249	3,450,251	29,567,500	5,248,070	34,815,570		-	34,815,570	(1,008,52	1) 33,807,049		-	33,807,049		1,648,576	35,455,625
61 Community Services	4,617,764	-	4,617,764	2,500	4,620,264		1,500	4,621,764	(32,50) 4,589,264		(69,533)	4,519,731		65,000	4,584,731
71 Debt Service	2,100,000	-	2,100,000	-	2,100,000		-	2,100,000	-	2,100,000		-	2,100,000		-	2,100,000
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		-	7,764,869		(21,269)	7,743,600
91 Contracted Instructional Services between Public Scho	8,154,673	-	8,154,673		8,154,673		-	8,154,673	-	8,154,673		-	8,154,673		-	8,154,673
95 Payments to Juvenile Justice Alt Ed Program	36,000	-	36,000	-	36,000		-	36,000	-	36,000		-	36,000		-	36,000
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			3,027,907			3,027,907
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		3,549,076	\$877,038,864
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)		1,262,062	\$ (45,009,632)
Beginning Fund Balance (Audited)	374,458,061		374,458,061		374,458,061			374,458,061		374,458,061			374,458,061			374,458,061
Fund 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	,	1,262,062	\$329,448,429

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE AND AUTHORIZE THE SUPERINTENDENT TO ENTER INTO AN AGREEMENT WITH ABRE FOR DATA MANAGEMENT AND CONSULTING SERVICES

BACKGROUND:

The purchase of an integrated platform to support the District's strategic plan with data-driven insights is key to informed decision-making, continuous improvement, and aligning resources to improve student outcomes and efficiency. It enables improved decision-making through real-time insights into key metrics like academic progress, attendance, and behavior, helping district and campus administrators track trends and strategic goals. Consolidating all data into a single, accessible platform enhances accountability and transparency for educators, families, and district leaders. The initial three-year contract would begin March 1, 2025 with annual renewal.

STRATEGIC PRIORITY:

1 – Student Academic Excellence

ALTERNATIVES:

- 1. Approve and Authorize the Superintendent to Enter into an Agreement with Abre for Data Management and Consulting Services
- 2. Decline to Approve and Authorize the Superintendent to Enter into an Agreement with Abre for Data Management and Consulting Services
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve and authorize the superintendent to enter into an agreement with Abre for data management and consulting services

FUNDING SOURCE: Additional Details

General 199-53-6399-430

COST:

\$2,000,000.00

VENDOR(S)/PROVIDER(S):

ABRE INC.

PURCHASING MECHANISM:

Cooperative Agreement This is Region 19 Allied State Cooperative #24-

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

District-wide

RATIONALE:

The approval of data management and consulting services ensures that district stakeholders have timely access to relevant data through an intuitive dashboard, enabling effective monitoring and support of strategic goals. This web-based platform enhances transparency for stakeholders while delivering actionable insights to staff. Entering into a three year contract will save the district over a million dollars and ensure full implementation and use for the districts strategic plan.

INFORMATION SOURCE:

Nancy Sticksel, Associate Superintendent Transformation and Accountability Karen Molinar, Interim Superintendent



Fort Worth Independent School District

ORDER FORM #ABRE002365

ORDER FORM EXPIRATION: March 1, 2025

PO Box 30229

Cincinnati, OH, 45230 Phone: 513-713-1609 Email: <u>accounting@abre.io</u>

www.abre.com

Customer Contact:

Dr. Karen Molinar 817-814-2000 karen.molinar@fwisd.org

Order Information

Customer:Fort Worth Independent School

District

7060 Camp Bowie Blvd.

Fort Worth, TX 76116

Abre Representative: Invoice Date Invoice Amount

 Laurie Mattson
 03 / 01 / 2025 \$500,000.00

 Sr. Account Executive
 03 / 01 / 2026 \$750,000.00

 (254) 541-6928
 03 / 01 / 2027 \$750,000.00

lmattson@abre.com

Region 19 Allied State Cooperative

Bid #24-7480

Contract Pricing

Platform Subscription Total \$1,982,400.00 Implementation & Services Total \$17,600.00

Total Contract \$2,000,000.00

Total Contract: \$2,000,000.00

Service Start: 03 / 01 / 2025

Service End: 02 / 29 / 2028

Subscription Months: 36

Product Details				
	Quantity	Grade Levels	Start Date	End Date
	Abre Modern Data Plat	form Subscription	Ser E	

Abrelia Order Form Confidential

	Quantity	Grade Levels	Start Date	End Date
Abre App - Forms Build and manage forms for staff, students & family	70,000	K-12	3/1/2025	2/29/2028
Abre App - Hub Homepage to fie Abre together, view Important information, access apps and third party resources.	70,000	K-12	3/1/2025	2/29/2028
Abre App - Insights View and understand data in a meaningful way through stakeholder dashboards & reports	70,000	K-12	3/1/2025	2/29/2028
Abre App - People Manage all users and community	70,000	K-12	3/1/2025	2/29/2028
Abre App - Plans Create, plan and track student & staff plans	70,000	K-12	3/1/2025	2/29/2028
Abre App - Students 360 degree view of a student's information	70,000	K-12	3/1/2025	2/29/2028
Abre DaaS - Enhanced	70,000	K-12	3/1/2025	2/29/2028
	Implementation &	Services		
Abre Implementation - Premium 15 hours - Project Management: project management implementation plans, configure & testing, auths, rostering integration 15 Hours - Strategic Consulting: interrention, frumeworks, data aggregation & intelligence	1	K-12	3/1/2025	2/28/2026
Abre Services - Onsite Training (Full Day)	1	K-12	3/1/2025	2/29/2028

Thank you for your order!

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

<u>TOPIC:</u> APPROVE RECOMMENDATION TO RENEW AND EXPAND THE TEXAS WESLEYAN UNIVERSITY PARTNERSHIP WITH FWISD TO OPERATE AND MANAGE SELECTED FWISD CAMPUSES

BACKGROUND:

On October 9, 2018, the FWISD Board of Education approved policy ELA(LOCAL), providing the process for Fort Worth ISD to follow when renewing contracts with current partner organizations. The Board will consider and possibly take action on the recommendation to renew and expand the Texas Wesleyan University partnership with the District to operate and manage FWISD Leadership Academy campuses. Campuses included in this partnership recommendation are:

Leadership Academy at Como Elementary
Leadership Academy at John T. White Elementary
Leadership Academy at Mitchell Boulevard Elementary
Leadership Academy at Maude I. Logan Elementary
Leadership Academy at Forest Oak Middle School
New- Leadership Academy at Leonard Middle School

STRATEGIC PRIORITY:

1- Student Academic Excellence

ALTERNATIVES:

- 1. Approve Recommendation to Renew and Expand the Texas Wesleyan University Partnership with FWISD to Operate and Manage Selected FWISD campuses.
- 2. Decline to Approve Recommendation to Renew and Expand the Texas Wesleyan University Partnership with FWISD to Operate and Manage Selected FWISD Campuses.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Recommendation to Renew and Expand the Texas Wesleyan University Partnership with FWISD to Operate and Manage Selected FWISD Campuses.

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All departments

RATIONALE:

Initiating requests for partnership renewal and expansion offers Fort Worth ISD the opportunity to enhance student learning, broaden the range of educational choices within our public-school system, and encourage innovative learning models. Additionally, the District stands to benefit from increased funding per student in ADA for the selected campuses.

Our partnership with Texas Wesleyan for the Leadership Academy Network is approaching the final 18 months of its contract and is due for renewal per TEA guidelines. By renewing and expanding this partnership, we can continue to provide our students with diverse and innovative learning models. Over the past five years, this collaboration has demonstrated success, and we are committed to building on this partnership.

INFORMATION SOURCE:

Nancy Sticksel, Associate Superintendent, Transformation, Innovation & Accountability

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE 2024-2025 TARGETED IMPROVEMENT PLAN

BACKGROUND:

Targeted Improvement Plans (TIP) outline the plan of action for School Improvement campuses and Local Education Agencies (LEAs)s. It is composed of: the Effective School Framework Diagnostic results, a plan for capacity building, and an aligned strategy for improvement. All TIPs must, by Texas Education Code (TEC) § 39A.055, have a public meeting for feedback and be board approved before they are submitted to Texas Education Agency (TEA.)

The following schools are labeled Comprehensive Support and Improvement (CSI) from the 2023-2024 school year.

Amon Carter-Riverside High School North Side High School Paul Lawrence Dunbar High School **OD Wyatt High School** Arlington Heights High School Southwest High School International Newcomer Academy Success High School Boulevard Heights High School Morningside Middle School JP Elder Middle School Riverside Middle School Daggett Middle School Leonard Middle School West Handley Elementary School Hazel Harvey Peace Elementary School Bill J Elliott Elementary School JT Stevens Elementary School RJ Wilson Elementary School WM Green Elementary School ML Phillips Elementary School **Hubbard Heights Elementary School** Sam Rosen Elementary School

Links to each TIP will be available on the District's Intranet at the following web address: <u>Business and Finance Administrative Procedures – Grants and Development – 9. Targeted Improvement Plans</u>

Comprehensive Support and Improvement Identification

To identify schools for CSI, TEA annually ranks all Title I campuses based on Closing the Gaps scaled scores.

- TEA determines the bottom five percent of Closing the Gaps outcomes by rank ordering the scaled scores of Title I campuses by school type—elementary, middle, high school/ K–12, and alternative education accountability.
- TEA then determines which campuses fell in the bottom five percent for each school type. Title I campuses that rank in their school type's bottom five percent are identified for CSI.
- Additionally, if any Title I or non-Title I campus does not attain a 66.7 percent sixyear federal graduation rate for all **students group**, the campus is identified for CSI.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

- 1. Approve 2024-2025 Targeted Improvement Plan
- 2. Decline to Approve 2024-2025 Targeted Improvement Plan
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2024-2025 Targeted Improvement Plan

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:

Schools identified by the Texas Education Agency (TEA) as needing a Targeted Improvement Plan

RATIONALE:

Targeted Improvement Plans are essential for achieving the District's and campuses' goals for student outcomes. To meet the requirements of the Texas Education Code and align the District's Strategic Plan with Targeted Improvement Plans, Board approval is necessary.

INFORMATION SOURCE:

Nancy Sticksel, Associate Superintendent of Transformation, Innovation, and Accountability

ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC: APPROVE THE TURF RESURFACE AT AMON CARTER-RIVERSIDE HS, DIAMOND HILL-JARVIS HS, SOUTHWEST HS, AND BENBROOK MHS UTILIZING PROGRAM CONTINGENCY FUNDS IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

To ensure the safety and well-being of our student-athletes, it is crucial to resurface synthetic turf fields once they reach their recommended lifespan of 8 to 10 years. The synthetic turf fields at Benbrook Middle High School, Amon Carter-Riverside High School, Southwest High School, and Diamond Hill-Jarvis High School have been in regular use since their installation in 2015. These fields have become slick and hard, compromising safety. Recent evaluations have shown significant damage, emphasizing the urgent need for replacement before conditions worsen and render them unplayable. By resurfacing the tracks, we can foster a safe and reliable environment for our students to engage in athletic activities. The refurbishment of these sites supports the ongoing replacement cycle for the high schools.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve the Turf Resurface at Amon Carter-Riverside HS, Diamond Hill-Jarvis HS, Southwest HS, and Benbrook MHS Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program
- 2. Decline to Approve the Turf Resurface at Amon Carter-Riverside HS, Diamond Hill-Jarvis HS, Southwest HS, and Benbrook MHS Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Turf Resurface at Amon Carter-Riverside HS, Diamond Hill-Jarvis HS, Southwest HS, and Benbrook MHS Utilizing Program Contingency Funds in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2017 671-81-6629-(001, 004, 014, 071)

COST:

\$7,603,015.00

VENDOR(S)/PROVIDER(S):

Hellas Construction, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

1GPA Contract # 23-01DP-03

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

Athletics
Operations
Amon Carter-Riverside High School
Diamond Hill-Jarvis High School
Southwest High School
Benbrook Middle/High School

RATIONALE:

Investing in the resurfacing of these campus tracks is essential for ensuring the safety and performance of our student-athletes who utilize these fields for their sports activities. A well-maintained track not only enhances their athletic experience but also promotes a culture of safety and excellence on campus.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent Jimmy Calderon, Executive Director, Athletics



December 30, 2024

JJ Calderon – Executive Director, Athletics Department Fort Worth ISD (817) 815-7300 jimmy.calderon@fwisd.org

RE: FWISD Phase 3, TX - Select Schools

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled 1GPA, 'Government Procurement Alliance' Cooperative Purchasing Agreement, Contract #23-01DP-03 – Athletic Surfaces, Appurtenances, and Minor Structures. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

- 1. Provide project Insurance, Supervision and Mobilization.
- 2. Provide construction surveying, layout and staking.
- 3. Provide performance and payment bonds.
- 4. Provide, prior to construction, track lane and event marking drawings.
- 5. Provide, prior to construction, synthetic turf shop drawings.
- 6. Provide final punch-out and clean-up of the completed project.

*Proposal Pricing valid for 60 days from date			
FWISD - TRACK SURFACE & TURF R			
Diamond Hill-Jarvis HS			
Diamond Hill-Jarvis HS Subtotal	\$ 1,911,659.00	\$ (25,000.00)	\$ 1,886,659.00
Southwest HS			
Southwest HS Subtotal	\$ 1,949,176.00	\$ (25,000.00)	\$ 1,924,176.00
Amon Carter Riverside HS			
Amon Carter Riverside HS Subtotal	\$ 1,922,359.00	\$ (25,000.00)	\$ 1,897,359.00
Benbrook HS			
Benbrook HS Subtotal	\$ 1,919,821.00	\$ (25,000.00)	\$ 1,894,821.00
Total Proposal for All Sites	\$ 7,703,015.00	\$ (100,000.00)	\$ 7,603,015.00







DIAMOND HILL-JARVIS HIGH SCHOOL

Synthetic Turf Field – Matrix Helix | RealFill / Ecotherm Infill | Cushdrain Hellas scope of work:

- 1. <u>Track Protection</u> Install Geotextile fabric and sandbags to protect existing track surfaces from damage during turf replacement operations.
- 2. Removal Remove existing synthetic turf and haul off site for legal disposal.
- 3. Goal Post Replacement (if required)
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. *Excludes goal post pads to be provided by owner.*
- 4. <u>Nailer Replacement</u> Remove existing nailer and dispose of it offsite. Provide and install ±1,230 lineal feet of plastic 2" x 4" **EcoNailer™**.
- 5. <u>Grading</u> Fine grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
- 6. <u>Shock Pad</u> Provide and install approximately 89,089 square feet of **19 mm** CUSHDRAIN® shock pad at the synthetic turf area.
- 7. <u>Synthetic Turf</u> Provide and install approximately 89,089 square feet of **matrix helix® 46 oz.** 2" pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football lines and markings per attached rendering.
 - Soccer lines and markings per attached rendering.
 - End Zone colors and letters per attached rendering.
 - One (1) center logo per attached rendering.
 - Proprietary REALFILL™ installation of selectively graded aggregate and ecotherm™
 cooling infill.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.
 - Includes one (1) Gmax test at completion of installation.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Synthetic Running Track Surface

- 1. Remove existing track surfacing and dispose offsite.
- 2. Provide and install 3,232 SY of *epiQ* Tracks® Q3000 (red) 10 mm full pour surfacing system on the track oval and events.
- 3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*



SOUTHWEST HIGH SCHOOL

Synthetic Turf Field – Matrix Helix | RealFill / Ecotherm Infill | Cushdrain Hellas scope of work:

- 1. <u>Track Protection</u> Install Geotextile fabric and sandbags to protect existing track surfaces from damage during turf replacement operations.
- 2. Removal Remove existing synthetic turf and haul off site for legal disposal.
- 3. Goal Post Replacement (if required)
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. *Excludes goal post pads to be provided by owner.*
- 4. <u>Nailer Replacement</u> Remove existing nailer and dispose of it offsite. Provide and install ±1,235 lineal feet of plastic 2" x 4" **EcoNailer™**.
- 5. <u>Grading</u> Fine grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
- 6. <u>Shock Pad</u> Provide and install approximately 92,089 square feet of **19 mm** CUSHDRAIN® shock pad at the synthetic turf area.
- 7. <u>Synthetic Turf</u> Provide and install approximately 92,089 square feet of **matrix helix® 46 oz.** 2" pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football lines and markings per attached rendering.
 - Soccer lines and markings per attached rendering.
 - End Zone colors and letters per attached rendering.
 - One (1) center logo per attached rendering.
 - Proprietary REALFILL™ installation of selectively graded aggregate and ecotherm™
 cooling infill.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.
 - Includes one (1) Gmax test at completion of installation.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Synthetic Running Track Surface

- 1. Remove existing track surfacing and dispose offsite.
- 2. Provide and install 3,235 SY of *epiQ* Tracks® Q3000 (red) 10 mm full pour surfacing system on the track oval and events.
- 3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*



AMON CARTER RIVERSIDE HIGH SCHOOL

Synthetic Turf Field – Matrix Helix | RealFill / Ecotherm Infill | Cushdrain Hellas scope of work:

- 1. <u>Track Protection</u> Install Geotextile fabric and sandbags to protect existing track surfaces from damage during turf replacement operations.
- 2. Removal Remove existing synthetic turf and haul off site for legal disposal.
- 3. Goal Post Replacement (if required)
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. *Excludes goal post pads to be provided by owner.*
- 4. <u>Nailer Replacement</u> Remove existing nailer and dispose of it offsite. Provide and install ±1,232 lineal feet of plastic 2" x 4" **EcoNailer™**.
- 5. <u>Grading</u> Fine grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
- 6. <u>Shock Pad</u> Provide and install approximately 90,133 square feet of **19 mm** CUSHDRAIN® shock pad at the synthetic turf area.
- 7. <u>Synthetic Turf</u> Provide and install approximately 90,133 square feet of **matrix helix® 46 oz.** 2" pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football lines and markings per attached rendering.
 - Soccer lines and markings per attached rendering.
 - End Zone colors and letters per attached rendering.
 - One (1) center logo per attached rendering.
 - Proprietary REALFILL™ installation of selectively graded aggregate and ecotherm™
 cooling infill.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.
 - Includes one (1) Gmax test at completion of installation.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Synthetic Running Track Surface

- 1. Remove existing track surfacing and dispose offsite.
- 2. Provide and install 3,194 SY of *epiQ* Tracks® Q3000 (red) 10 mm full pour surfacing system on the track oval and events.
- 3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*



BENBROOK HIGH SCHOOL

Synthetic Turf Field – Matrix Helix | RealFill / Ecotherm Infill | Cushdrain Hellas scope of work:

- 1. <u>Track Protection</u> Install Geotextile fabric and sandbags to protect existing track surfaces from damage during turf replacement operations.
- 2. Removal Remove existing synthetic turf and haul off site for legal disposal.
- 3. Goal Post Replacement (if required)
 - a. Remove existing goal posts and return to owner or haul off site for disposal.
 - b. Demo existing goal post foundations and haul off site for disposal.
 - c. Provide and install one (1) pair of USD 751-3120-30 goal posts. *Excludes goal post pads to be provided by owner.*
- 4. <u>Nailer Replacement</u> Remove existing nailer and dispose of it offsite. Provide and install ±1,223 lineal feet of plastic 2" x 4" **EcoNailer™**.
- 5. <u>Grading</u> Fine grade existing stone base material. (No purchase of additional stone drainage material or any grade changes are included in this proposal).
- 6. <u>Shock Pad</u> Provide and install approximately 87,367 square feet of **19 mm** CUSHDRAIN® shock pad at the synthetic turf area.
- 7. <u>Synthetic Turf</u> Provide and install approximately 87,367 square feet of **matrix helix® 46 oz.** 2" pile height 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
 - Football lines and markings per attached rendering.
 - Soccer lines and markings per attached rendering.
 - End Zone colors and letters per attached rendering.
 - One (1) center logo per attached rendering.
 - Proprietary REALFILL™ installation of selectively graded aggregate and ecotherm™
 cooling infill.
 - Supply one (1) tow-behind ground-driven sweeper/groomer.
 - Includes one (1) Gmax test at completion of installation.
 - Provide 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and all supplied equipment quoted above.

Synthetic Running Track Surface

- 1. Remove existing track surfacing and dispose offsite.
- 2. Provide and install 3,637 SY of *epiQ* Tracks® Q3000 (red) 10 mm full pour surfacing system on the track oval and events.
- 3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*



<u>Asphalt/Concrete Base Inspection for Track Surfacing:</u>

After removal of the existing track surface, Hellas will inspect the asphalt and concrete base materials for compliance with specified tolerances of $\pm 1/4$ " in 10 ft. when measured with a 10-ft. straight-edge. Additionally, we will assess the structural integrity of the existing materials. If the inspection reveals that there are areas of the existing track asphalt or concrete bases that are out of tolerance or unsound structurally, Hellas will walk the site with the Owner's Representative to discuss the findings. At that point Hellas will prepare a plan for remediation of out of tolerance and/or failing areas and provide a proposal for the cost of the remediation.

Aggregate Drainage Base Inspection for Synthetic Turf:

Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system. Hellas will proof-roll existing aggregate base to identify any weak or yielding subgrade areas. No price for existing aggregate base and/or subgrade repair is being provided. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the existing aggregate base and/or subgrade.

COMBINATION DISCOUNT

Combination discount to apply if four (4) sites are selected together. Deduct \$25,000 per site for a total discount of **\$100,000**, *as shown in Pricing Tables.*

If four (4) sites are selected together Hellas will include the replacement of up to 830 square feet of high-wear turf at the pitching mound and home base areas of Arlington Heights HS baseball field at no additional cost.



	A T	ENCATE COMPANY
*Proposal Pricing valid for 60 days from date of this proposal.		
FWISD - TRACK SURFACE & TURF REPLACEMENT PROPOSAL		
Diamond Hill-Jarvis HS		
matrix [®] HELIX 46 oz 2" Pile Height CUSHDRAIN [®] ecotherm™ Infill	\$	963,745.00
Nailer Replacement <mark>EcoNailer™</mark>	\$	15,375.00
Goal Post & Foundation Replacement	\$	31,326.00
Contingency - Field Drainage Repair	\$	200,000.00
epiQ Tracks [®] Q3000 Track Surface Replacement	\$	277,425.00
Contingency - Asphalt Repair	\$	250,000.00
Turf & Track Combined Contingency 10%	\$	173,788.00
Total Proposal	\$	1,911,659.00
Southwest HS		
matrix [®] HELIX 46 oz 2" Pile Height CUSHDRAIN [®] ecotherm™ Infill	\$	997,837.00
Nailer Replacement EcoNailer™	\$	15,438.00
Goal Post & Foundation Replacement	\$	31,326.00
Contingency - Field Drainage Repair	\$	200,000.00
ep iQ Tracks Q3000 Track Surface Replacement	\$	277,377.00
Contingency - Asphalt Repair	\$	250,000.00
Turf & Track Combined Contingency 10%	\$	177,198.00
Total Proposal	\$	1,949,176.00
Amon Carter Riverside HS		
matrix [®] HELIX 46 oz 2" Pile Height CUSHDRAIN [®] ecotherm™ Infill	\$	974,050.00
Nailer Replacement <mark>EcoNailer™</mark>	\$	15,400.00
Goal Post & Foundation Replacement	\$	31,326.00
Contingency - Field Drainage Repair	\$	200,000.00
ep iQ Tracks Q3000 Track Surface Replacement	\$	276,823.00
Contingency - Asphalt Repair	\$	250,000.00
Turf & Track Combined Contingency 10%	\$	174,760.00
Total Proposal	\$	1,922,359.00
Benbrook HS		
matrix [®] HELIX 46 oz 2" Pile Height CUSHDRAIN [®] ecotherm™ Infill	\$	947,204.00
Nailer Replacement EcoNailer™	\$	15,288.00
Goal Post & Foundation Replacement	\$	31,326.00
Contingency - Field Drainage Repair	\$	200,000.00
ep i Q Tracks [®] Q3000 Track Surface Replacement	\$	301,473.00
Contingency - Asphalt Repair Turf & Trook Combined Contingency 10%	\$	250,000.00
Turf & Track Combined Contingency 10% Total Proposal	\$ \$	174,530.00 1,919,821.00
Total Proposal	Φ	1,919,621.00
Total Turf Replacement & Track Surface Replacement Proposal for All Sites	\$	7,703,015.00
Package Discount: 4 Schools	\$	(100,000.00)
Grand Total Including Contingencies	\$	7,603,015.00



EXCLUSIONS

- 1. Any item of work not specifically listed above.
- 2. Utility relocation.
- 3. Any form of subgrade remediation or stabilization to correct existing soil conditions.
- 4. Geotechnical Investigation.
- 5. Any embankment or processing of imported soils.
- 6. Site storm water management or permitting.
- 7. SWPPP/Erosion control.
- 8. Any concrete work.
- 9. Any asphalt paving.
- 10. Any electrical work.
- 11. Any fence work.
- 12. Engineering.
- 13. Construction materials inspection and testing.
- 14. Supply or installation of perimeter safety or construction fencing.
- 15. Site security.
- 16. Taxes.
- 17. Prevailing or union wages.
- 18. Any permits, administration fees, or any other fees, including any utility impact fees generated by construction improvements.
- 19. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
- 20. Owner to supply secure laydown area for Hellas materials.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas looks forward to the award of this project and is eager to work with you.

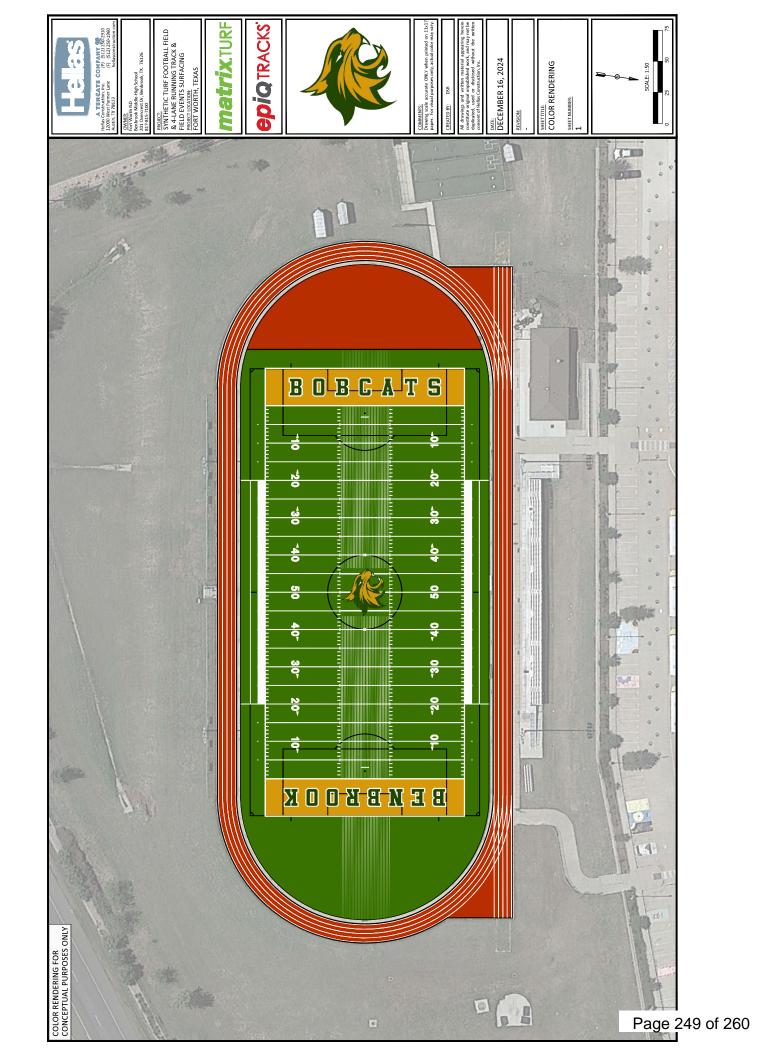
Alyssa Kent

Senior Estimator









ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC:

APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT #2 FOR CONSTRUCTION SERVICES FOR INFORMATION TECHNOLOGY (IT) SCOPE OF WORK AT J. MARTIN JACQUET MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On April 25, 2023, the Board of Education (BOE) approved the authorization to negotiate and entered into a contract with a Construction Manager at Risk for pre-construction services for J. Martin Jacquet Middle School, RFQ #23-011. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with Con-Real, LP, for preconstruction services on June 27, 2023.

On November 7, 2023, the Board of Education (BOE) approved the authorization to negotiate and amend the preconstruction contract with Con-Real, LP, for GMP Amendment #1 on June 26, 2024.

The intent of GMP Amendment #2 is to procure and install the information technology (IT) scope of work at J. Martin Jacquet Middle School. The District is requesting Board authorization to negotiate and amend the contract with the Construction Manager at Risk to incorporate the IT scope of work.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology Scope of Work at J. Martin Jacquet Middle School (RFQ 23-011) in Conjunction with the 2021 Capital Improvement Program.
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology Scope of Work at J. Martin Jacquet Middle School (RFQ 23-011) in Conjunction with the 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate with the Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology Scope of Work at J. Martin Jacquet Middle School (RFQ 23-011) in Conjunction with the 2021 Capital Improvement Program.

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-059

COST:

Not To Exceed \$1,424,442.90

VENDOR(S)/PROVIDER(S):

Con-Real, LP

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 23-011

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 1

HUB Firms: 3

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

Capital Improvement Program TEA #059 J. Martin Jacquet Middle School

RATIONALE:

The Construction Manager is required to procure, install and coordinate all related items to support providing the Information Technology (IT) scope of work to avoid delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC:

APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT #2 FOR CONSTRUCTION SERVICES FOR INFORMATION TECHNOLOGY (IT) SCOPE OF WORK AT LEONARD MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On December 12, 2023, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager at Risk for pre-construction services for Leonard Middle School Renovations, RFQ #24-028. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with SFP² JV, for preconstruction services on January 12, 2024.

On April 23, 2024, the Board of Education (BOE) approved the authorization to negotiate and amend the preconstruction contract with SFP² JV, for GMP Amendment #1 on September 3, 2024.

The intent of GMP Amendment #2 is to procure and install the information technology (IT) scope of work at Leonard Middle School Renovations. The District is requesting Board authorization to negotiate and amend the contract with the Construction Manager at Risk to incorporate the IT scope of work.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Leonard Middle School Renovations (RFQ 24-028) in Conjunction with the 2021 Capital Improvement Program.
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work Leonard Middle School Renovations (RFQ 24-028) in Conjunction with the 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate with the Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at Leonard Middle School Renovations (RFQ 24-028) in Conjunction with the 2021 Capital Improvement Program.

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-061

COST:

Not To Exceed \$950,863.41

VENDOR(S)/PROVIDER(S):

SFP² JV

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 24-028

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 1

HUB Firms: 1

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

Capital Improvement Program TEA #061 Leonard Middle School

RATIONALE:

The Construction Manager is required to procure, install and coordinate all related items to support providing the Information Technology (IT) scope of work to avoid delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC:

APPROVE AUTHORIZATION TO NEGOTIATE WITH A CONSTRUCTION MANAGER AT RISK FOR GMP AMENDMENT #2 FOR CONSTRUCTION SERVICES FOR INFORMATION TECHNOLOGY (IT) SCOPE OF WORK AT W.C. STRIPLING MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM.

BACKGROUND:

On April 25, 2023 the Board of Education (BOE) approved the authorization to negotiate and entered into a contract with a Construction Manager at Risk for pre-construction services for W.C. Stripling Middle School, RFQ #23-010. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with Sedalco, Inc. / Post L JV, for preconstruction services on June 28, 2023.

On November 7, 2023, the Board of Education (BOE) approved the authorization to negotiate and amend the preconstruction contract with Sedalco, Inc. / Post L JV, for GMP Amendment #1 on April 2, 2024.

The intent of GMP Amendment #2 is to procure and install the information technology (IT) scope of work at W.C. Stripling Middle School Renovations. The District is requesting Board authorization to negotiate and amend the contract with the Construction Manager at Risk to incorporate the IT scope of work.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at W.C. Stripling Middle School Renovations (RFQ 23-010) in Conjunction with the 2021 Capital Improvement Program.
- 2. Decline to Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at W.C. Stripling Middle School Renovations (RFQ 23-010) in Conjunction with the 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate with the Construction Manager at Risk for a GMP Amendment #2 for Construction Services for Information Technology Scope (IT) of Work at W.C. Stripling Middle School Renovations (RFQ 23-010) in Conjunction with the 2021 Capital Improvement Program.

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-058

COST:

Not To Exceed \$1,017,630.31

VENDOR(S)/PROVIDER(S):

Sedalco, Inc. / Post L JV

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 23-010

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 4

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

Capital Improvement Program TEA #058 W.C. Stripling Middle School

RATIONALE:

The Construction Manager is required to procure, install and coordinate all related items to support providing the Information Technology (IT) scope of work to avoid delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM BOARD MEETING February 18, 2025

TOPIC: APPROVE INCREASE TO PREVIOUSLY APPROVED

ARCHITECTURAL SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES AMOUNT FOR J. MARTIN JACQUET MIDDLE SCHOOL 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.

On September 27th, 2022, the Board of Education Approved Ratification of the Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election.

On November 7th, 2023, the Board of Education Approved Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for J. Martin Jacquet Middle School (RFQ 23-011) in Conjunction with the 2021 Capital Improvement Program. As a result of the construction contract amount, the Architect contract must be amended, and the Architect not-to-exceed amount must be adjusted.

Campus	Architect	Current NTE	New NTE
J Martin Jacquet Middle	BLDD Architects,	\$2,586,620.42	\$3,233,275.53
School	Inc.		

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- 1. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for J Martin Jacquet Middle School in Conjunction with The 2021 Capital Improvement Program.
- 2. Decline to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for J Martin Jacquet Middle School in Conjunction with The 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for J Martin Jacquet Middle School in Conjunction with The 2021 Capital Improvement Program.

FUNDING SOURCE: Additional Details

CIP 2021 661-81-6629-059

COST:

Not To Exceed \$3,233,275.53

VENDOR(S)/PROVIDER(S):

BLDD Architects, Inc.

PURCHASING MECHANISM:

Competitive Solicitation Bid Number RFQ 22-041

Number of Bids/Proposals Received: 50 Number of Compliant Bid/Proposals: 50

HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program
TEA# 059 J Martin Jacquet Middle School

RATIONALE:

The compensation for the architect is based on the cost of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM BOARD MEETING

February 18, 2025

TOPIC:

APPROVE AUTHORIZATION TO NEGOTIATE WITH CONSTRUCTION MANAGER AT RISK FOR CONSTRUCTION SERVICES AND AUTHORIZATION TO NEGOTIATE AND AWARD **CONTRACTS ARCHITECTURAL** AND **ENGINEERING** FOR PROFESSIONAL SERVICES FOR **GMP AMENDMENT #2 FOR** (IT) INFORMATION TECHNOLOGY **SCOPE** OF WORK WORKFORCE-BASED SUCCESS HIGH **SCHOOL** AT COMO MONTESSORI **RENOVATIONS** UTILIZING 2017 **PROGRAM** CONTINGENCY FUNDS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAMS.

BACKGROUND:

On April 25, 2023 the Board of Education (BOE) approved the authorization to negotiate and entered into a contract with a Construction Manager at Risk for pre-construction services for Workforce-Based Success High School At Como Montessori, RFQ #23-009. Negotiations were successful with the highest-ranked general contractor, and the District entered into a contract with Teinert Construction, Inc., for preconstruction services on June 26, 2023.

On November 7, 2023, the Board of Education (BOE) approved the authorization to negotiate and amend the preconstruction contract with Teinert Construction, Inc. for GMP Amendment #1 on September 3, 2024.

On December 14, 2021, the Board of Education (BOE) approved qualification of firms and authorization to negotiate and award contracts for architectural and engineering professional services with Kline Hardin as an approved firm.

The intent of GMP Amendment #2 is to design, procure, and install the information technology (IT) scope of work at Workforce-Based High School at Como Montessori. The District is requesting Board authorization to negotiate and amend the contract with the Construction Manager at Risk and the Awarded Architect to incorporate the IT scope of work.

STRATEGIC PRIORITY:

4- Operational Alignment and Efficiency

ALTERNATIVES:

- Approve Authorization To Negotiate With A Construction Manager At Risk For Construction Services And Authorization To Negotiate And Award Contracts For Architectural And Engineering Professional Services For GMP Amendment #2 For Information Technology (IT) Scope of Work at Workforce-Based High School at Como Montessori (RFQ 23-009) Utilizing 2017 Program Contingency Funds In Conjunction With The 2021 Capital Improvement Program.
- 2. Decline to Approve Authorization To Negotiate With A Construction Manager At Risk For Construction Services And Authorization To Negotiate And Award Contracts For Architectural And Engineering Professional Services For GMP Amendment #2 For Information Technology (IT) Scope of Work at Workforce-Based High School at Como Montessori (RFQ 23-009) Utilizing 2017 Program Contingency Funds In Conjunction With The 2021 Capital Improvement Program.
- 3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization To Negotiate With A Construction Manager At Risk For Construction Services And Authorization To Negotiate And Award Contracts For Architectural And Engineering Professional Services For GMP Amendment #2 For Information Technology (IT) Scope of Work at Workforce-Based High School at Como Montessori (RFQ 23-009) Utilizing 2017 Program Contingency Funds In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: Additional Details

CIP 2017 671-81-6629-000

COST:

Not To Exceed \$974,424.10

VENDOR(S)/PROVIDER(S):

Teinert Construction, Inc. Kline Hardin Architects

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics
Bid Number: 23-010

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 4

Competitive Solicitation Bid Number: RFQ 22-041

Number of Bid/Proposals Received: 50

Number of Compliant Bid/Proposals Received: 50

HUB Firms: 22 Non HUB Firms: 28

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

Capital Improvement Program
TEA #021 Workforce-Based High School at Como Montessori

RATIONALE:

The Construction Manager is required to procure, install and coordinate all related items to support providing the Information Technology (IT) scope of work to avoid delays associated with the current market conditions.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Operations

NOTICE OF A PUBLIC MEETING & NOTICE OF PROPOSED CONTRACT FOR LEGAL SERVICES

Notice is hereby given that a meeting of the Board of Trustees of the Fort Worth Independent School District will be held on February 18, 2025, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firms of O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC as special counsel to perform all legal services necessary to recover damages sustained by the District related to youth social media usage and any other action that may be necessary to pursue the best interests of the District in related litigation on a contingent fee basis.

The purpose of the agreement is to pursue any and all available causes of action in Multi District Litigation 3047 or JCCP 5255 seeking to recover damages due to youth social media usage and addiction sustained by Fort Worth Independent School District. By way of this agreement, Fort Worth Independent School District seeks to recover damages, court costs, penalties, and other relief under applicable law.

O'Hanlon, Demerath & Castillo, PC regularly serves school districts across the state of Texas in a general counsel capacity and maintains a principal office in Austin, Texas and also offices in Pharr, San Antonio and Fort Worth. The firm has litigated statewide high profile public education related cases such as the No Pass No Play, the A-F litigation and multiple Edgewood decisions related to the school finance system. After serving as General Counsel for the Texas Education Agency and litigating various high-profile issues for the public education system for the Attorney General of Texas, Kevin O'Hanlon founded the firm in 1992 to serve the needs of Public Entity clients. Justin Demerath operates a contingent fee litigation practice within the firm that regularly represents public entities on a contingent fee basis, often in the scope of property insurance disputes. Additionally, his practice has recovered millions of dollars in recovery in highprofile multi-district litigations, including Syngenta GMO Corn, General Motors ignition switch recall, Trans-vaginal mesh, and NFL concussion litigation, as well as serving in leadership of cases that garnered national attention like the Sutherland Springs Mass Shooting. O'Hanlon, Demerath & Castillo has represented the District since 2019. O'Hanlon, Demerath & Castillo discussed the social media litigation with the District in February 2025. O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.

Eiland & Bonnin, PC engages in complex contingent fee litigation which has required the investment of hundreds of thousands to millions of dollars of litigation expenses. Lawyers in the firm have served in past MDL leadership committees. The firm has worked in many high-profile litigations like the MGM Grand Las Vegas Mass Shooting, Syngenta GMO Corn, and BP Texas City Refinery Explosion. After 20 years of service as a member of the Texas House of Representatives for Districts 23 & 24, Craig Eiland has a unique understanding of what elected officials and public entities are confronted with when navigating complex litigation. Mr. Eiland regularly advises multiple Texas school districts in litigation. O'Hanlon, Demerath & Castillo has represented the District since 2019. The inception of the relationship between Eiland & Bonnin and the District began when O'Hanlon, Demerath & Castillo introduced Eiland & Bonnin to the District in February 2025 to consider the social media litigation.

O'Hanlon, Demerath & Castillo has represented the District since 2019. O'Hanlon, Demerath and Castillo, PC has not previously represented Fort Worth ISD on a contingency fee arrangement. Eiland & Bonnin has not previously represented Fort Worth ISD on a contingency fee arrangement. Eiland and Bonnin, PC has not previously represented Fort Worth ISD in any capacity. O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC have, and continue to represent, claimants with competence and professionalism.

The specialized legal services, advancement of significant expenses, and compensation on a contingent fee basis required by this agreement cannot be performed by the attorneys and supporting personnel of Fort Worth ISD because the District does not currently employ attorneys who have specialized knowledge and experience regarding Multi-District Litigation and analysis and legal remedies under both Texas and federal law on a contingent fee basis. In addition, the District has not budgeted the financial resources necessary to advance the significant litigation expenses required by this type of litigation nor to compensate competent and experienced attorneys and staff regarding Multi-District Litigation as District employees or to reasonably compensate a firm in private practice with the necessary experience under a contract providing for payment on an hourly basis without contingency.

Due to the complexity of the matter and expected difficulties in performing the legal work for this matter, the risk of no recovery, the expected expenses, including expert witness fees and other litigation costs, a reasonable hourly fee for a firm in private practice to prosecute this matter would exceed the amount for which the District would be able to adequately budget and expend financial resources. The District also does not have the financial resources required to pay the additional, significant costs of implementing appropriate infrastructure and technology necessary to fully and properly perform the needed legal services. The District also does not have the financial resources required to properly pursue its claims and causes of action, including to retain independent experts as testifying witnesses and to finance all costs of litigation through final resolution of the matter. Additionally, many law firms that handle large, complex matters strictly on an hourly basis have institutional clients, including social media corporations, insurance companies, and social media corporations; and it would be difficult to find a firm with experience in this area that does not have a conflict of interest that would hinder the firm's ability to effectively represent the District. The proposed law firms have certified that they have no such conflict of interest in representing Fort Worth ISD.

The legal services cannot be reasonably obtained from attorneys in private practice charging hourly fees without contingency because a contract to pay attorneys on an hourly basis without contingency would represent an additional and significant cost to Fort Worth ISD. Furthermore, the District would be responsible for payment of all costs and expenses of the litigation through appeals, including to retain independent experts as testifying witnesses and to finance all discovery expenses and other costs of litigation through final resolution of the matter. The District does not have the financial resources necessary to pay for these additional and significant expenses necessitated by this social media multi-district litigation.

O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC will be compensated on a contingent fee basis. Entering into the proposed agreement is in the best interests of the residents of Tarrant County, Texas. The District has sustained significant damages due to youth social media

usage and addiction and for which there exists a potential recovery from the perpetrating social media corporations. O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC possess the specialized skills, knowledge, experience, financial, and technological resources needed to competently and fully pursue maximum potential recovery of the District's damages. Furthermore, the proposed agreement enables the District to pursue its legal remedies without diverting essential monies and resources from the ongoing needs and operations of its students, staff, and community at large. In addition, the proposed agreement shifts the financial risk and burden of litigation costs and expenses to O'Hanlon, Demerath & Castillo, PC and Eiland & Bonnin, PC with the District owing no such monies to the law firms unless and until it recovers monies. Moreover, Texas statutory and common law provide for penalty damages and for recovery of court costs, and for recovery of attorneys' fees for certain of the District's claims, including for breaches of contract.

Additionally, time is of the essence in the provision of these legal services. Potentially impending legal deadlines require urgent action by counsel.

Posted this on the 14th day of February 2025.

Signed by:

karen Molinar

Dr. Karen Calvert Molinar

Superintendent of the Fort Worth Independent School District