

Fort Worth
INDEPENDENT SCHOOL DISTRICT
Regular Meeting

Notice is hereby given that on Tuesday, September 23, 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 Blvd. This meeting will be streamed and archived on Fort Worth ISD's Live YouTube channel, and on the FWISD Video on Demand site. To access closed captioning during YouTube's live stream of the meeting, click the "CC" button. 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.

The Guidelines for Public Comment are available on the [Board of Education Webpage](#) and include information regarding meeting decorum. Individuals may sign-up for public comment 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 may send public comment by written statement via email to boardmeetings-publiccomment@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, September 22, 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 - Amon Carter-Riverside HS JROTC

3. RECOGNITIONS

- A. Recognition of Student Greeters
- B. Texas Educational Theatre Association's District of Distinction
- C. Texas Art Education Association District of Distinction

4. PUBLIC COMMENT

5. REPORT

10

6. SUPERINTENDENT REPORT

Strategic Priority 1: Student Academic Excellence

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

8. EXECUTIVE SESSION



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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
 - 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

9. CONSENT AGENDA ITEMS

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

Administrative Services, Dr. Karen Molinar, Superintendent






- A. Board of Education Meeting Minutes 11 - 30
[Meeting Minutes August 12 2025.pdf](#) 
[Meeting Minutes August 26 2025.pdf](#) 
- B. Approve the 2025-2026 District Improvement Plan 31 - 32

Trustee Darr: Will the District Improvement Plan need to be revised once the Board approves new Lone Star Governance goals?




Yes, the plan can be revised at the discretion of the Board of Trustees. The development of the plan is based on a continuous improvement cycle that includes making periodic adjustments as needed.

[District Improvement Plan.docx](#) 

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

- | | | |
|----|---|---------|
| C. | Approve First Reading for Revisions to Board Policy CO(LOCAL)
CO (LOCAL).docx  CO (LOCAL).pdf  | 33 - 34 |
| D. | Approve First Reading for Revisions to Board Policy DFBB (LOCAL)
DFBB (LOCAL).docx  DFBB(LOCAL).pdf  | 35 - 40 |
| E. | Approval of the Outside Employment for District Administrators - H.B. 3372
Outside Employment Approval Sept. 2025.docx  | 41 - 42 |

Safety and Security, Daniel Garcia, Executive Director



- | | | |
|----|--|---------|
| F. | Approve Ratification of Security Patrol Services for District Campuses and Administrative Facilities
Security Patrol Service.docx  | 43 - 44 |
| G. | Approve Emergency and Campus-Wide Communication System Replacement at IM Terrell Academy
Emergency Communication System Replacement.docx 
Bid 25019.pdf  | 45 - 50 |



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

- | | | |
|----|---|---------|
| H. | Approve Annual Cooperative Fees Report
2025 Coop Fees.docx  | 51 - 52 |
|----|---|---------|

- I. Approve Qualified Underwriters for District Financings 53 - 55
[Qualified Underwriters.docx](#)  [Underwriter List.pdf](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

- J. Approve Memorandum of Understanding Between the University of North Texas and Fort Worth Independent School District to Provide Training and Support for Students with Disabilities 56 - 60
[Board Agenda - UNT MOU.docx](#) 
[MOU - UNT 2025 2026.pdf](#) 

- K. Approve Ratification for Memorandum of Understanding for Juvenile Services for the 2025-2026 School Year 61 - 67
[TC Juvenile Detention Center MOU.docx](#) 
[MOU TC Juvenile Detention Center.pdf](#) 

- L. Approve Interlocal Agreement for Career and Technical Education Health Science Program Instructional Support Trustee Darr: 68 - 76

The Interlocal Agreement for Career and Technical Education Health Science Program Instructional Support with the City of FW is from November 1, 2025 – September 30, 2026. Is there a partnership with the city during the month of October? If there is no partnership during October, why not?

This interlocal agreement with the City of Fort Worth is a new partnership. The interlocal agreement was previously held with MedStar. Because MedStar was acquired by the City of Fort Worth, a new interlocal agreement had to be created. Students in the program begin working with the mobile intensive care unit in November, therefore the start date for the agreement is November 1.

[City of FW Health Science Program.docx](#) 
[City of Fort Worth Clinical Affiliation Agreement.pdf](#) 

- M. Approve Interlocal Agreement Between FWISD and The City of Fort Worth to Provide Job Training for Special Needs Students 77 - 81

[CFW Job Training Special Needs.docx](#) 

[Interlocal with City of Fort Worth.docx](#) 

- N. Approve Contract Extension for New English I and English II Instructional Framework 82 - 84

[Institute for Learning.docx](#)  [Institute for Learning Cost.pdf](#) 

School Leadership, Dr. Priscila Dilley, Chief of Schools

- O. Approve Campus Improvement Plans 2025-2026 85 - 86

[2025 -2026 CIP Approval.docx](#) 

- P. Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District Office of Adult Education for the 2025-2026 Adult Education Program 87 - 159

[Workforce Solutions - Adult Education.docx](#)  [TCWDB and FWISD.pdf](#) 

Talent Management, Woodrow Bailey III, Chief Talent Officer

- Q. Approve the Application for the Waiver of the 2025-2026 Request for Maximum Class Size Exception 160 - 161

Trustee Darr:

Please provide the Board with the grade level + the class size of the classrooms over 22 students on each campus requiring a waiver.

A report that includes a breakdown of out of compliance classrooms by campus and grade level is linked [here](#).

[2025-2026 Maximum Class Size Exception Waiver.docx](#) 

- R. Approve Employee Online Evaluation Management System 162 - 182

Trustee Darr:

Is the T-TESS still the evaluation instrument being used to evaluate educators via the Frontline platform?

Fort Worth ISD currently and will continue to utilize the Texas Teacher Evaluation and Support System (TTESS) as its board-approved appraisal system for teachers, and the Texas Principal Evaluation and Support System (TPESS) for campus administrators. Both of these evaluation frameworks are managed through the Eduphoria/Strive online platform, ensuring consistency,

transparency, and ease of access for educators and administrators.

Historically, evaluations for the District's remaining 5,000+ employees—those outside of the TTESS and TPESS systems—have been conducted and stored using a manual, paper-based process. In an effort to modernize and streamline performance management across all employee groups, FWISD is transitioning these evaluations to the Frontline system. This electronic platform not only enhances efficiency and recordkeeping but also integrates seamlessly with other Frontline systems already in use by the District, supporting a more unified and data-informed approach to employee evaluations.

[Employee Online Evaluation.docx](#)  [Q-190038.pdf](#) 

Operations, Kellie Spencer, Deputy Superintendent




Custodial, Steven Furlough, Executive Director

- | | | |
|----|---|-----------|
| S. | Approve Ratification of Emergency Cleaning Services for Como Success Academy in Conjunction with the 2021 Capital Improvement Program | 183 - 185 |
|----|---|-----------|

[Cleaning at Como Success Academy.docx](#)  [Invoice #250151.pdf](#) 

Technology, Neil Bolton, Senior Officer, IT Security

- | | | |
|----|---|-----------|
| T. | Approve Purchase of Virtual Server Environment Maintenance and License Support Software | 186 - 188 |
|----|---|-----------|

[Virtual Server Maintenance and Software.docx](#)  [Quote 210278.pdf](#) 


- | | | |
|----|---|-----------|
| U. | Approve Purchase of Google G-Suite for Education Enterprise License Renewal | 189 - 192 |
|----|---|-----------|

[Google G-Suite License Renewal.docx](#)  [Quote - PPBN437.pdf](#) 

10. ACTION AGENDA ITEMS




- | | |
|----|-------------------------------------|
| A. | Item(s) Removed from Consent Agenda |
|----|-------------------------------------|

Administrative Services, Dr. Karen Molinar, Superintendent



- | | | |
|----|---|-----|
| B. | Approval of Appointments to the Board Audit Committee | 193 |
|----|---|-----|

[Board Audit Committee Appointments.docx](#) 




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

- C. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- E. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- F. 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
- G. Approve Resolution Establishing a Local School Library Advisory Council (SLAC) 194 - 196
[Action Item - SLAC.docx](#)  [SLAC Resolution.docx](#) 
- H. Approve Board Appointments to the District Advisory Committee (DAC) 197
[DAC Approval.docx](#) 








Safety and Security, Daniel Garcia, Executive Director

- I. Approve Ratification of Memorandum of Understanding for School Security Services for the 2025 – 2026 School Year 198 - 208
[School Security Services 2025-2026.docx](#) 
[BenbrookPD Contract 2025-26SY.pdf](#) 

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


- J. Approve Revisions to Board Policies CH(LOCAL) and CV(LOCAL) – Waiver of First Reading 209 - 218
[CH and CV Local Policy Change - Waiver of First Reading.docx](#) 
[CH\(LOCAL\) Proposed 09.23.25.docx](#) 
[CV\(LOCAL\) Proposed 09.23.25.docx](#) 

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction


- K. Approve the Renewal for Translation and Interpretation Services for District-Wide Usage 219 - 223
- Trustee Darr:
- I believe Translation and Interpretation Network is now called Lango; therefore, should the Board item reflect that?
- Lango comprises several legacy companies, which are now integrated under the Lango brand. One of those brands is Translation & Interpretation Network (TIN), which provides translation and interpretation services for the school district. The current contract was signed with Translation & Interpretation Network, LLC.
- [Translation and Interpretation Svcs.docx](#)  [Price List 2025-2026.pdf](#) 
- L. Approve the Ratification of Digital Resource and Professional Development 224 - 226
- [Renaissance_myON_Agenda Item 2025-2026_REV090825.docx](#) 
- [2025_Fort_Worth_ISD_Renaissance_Quote-Elementary.pdf](#) 
- M. Approve Adoption of a K-5 Reading Language Arts Program 227 - 232
- [K-5 Reading Language Arts Program.docx](#) 
- [escPrintWorks K-5 RLA Quote FWISD 9.09.pdf](#) 
- [escPrintWorks Spanish Quote FWISD 9.09_Updated.pdf](#) 

Operations, Kellie Spencer, Deputy Superintendent

Capital Improvement Program, Carl Alfred, Senior Officer

- N. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Elementary School #2 Replacement at Maudrie Walton Site Renovations in Conjunction with the 2021 Capital Improvement Program 233 - 234
- [ES Replacement #2 at Maudrie Walton Site.docx](#) 
- O. Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program 235 - 236

Technology, Neil Bolton, Senior Officer, IT Security

- P. Approve Purchase of Insurance for Student Devices 237 - 241
[Student Device Insurance.docx](#) 
[Quote Ref - 20250716-163202555.pdf](#) 
[Quote Ref - 20250819-214042520.pdf](#) 

11. ADJOURN

REPORT ONLY AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: BOARD COMMITTEE REPORT

BACKGROUND:

Fort Worth ISD's (FWISD) Trustees serve on seven (7) committees.

Finance

Policy

Legislative

Facilities

After-School Coordinating Board

Safety and Security

Board Audit

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 Facilities Committee:

The Facilities Committee met at 8:30 a.m. on September 4, 2025. In attendance were Trustees Dr. Michael Ryan (Chair), Tobi Jackson, and Kevin Lynch. Superintendent Dr. Karen Molinar, Kellie Spencer, and Priscila Dilley were also present.

Key Highlights: The committee continued its focus on next steps in the master facility planning work, as we move into Phase II with a focus on facility repurposing opportunities. This included a discussion of best practices regarding alternative uses for school buildings and potential funding sources to support repurposing.

INFORMATION SOURCES:

Kellie Spencer, Deputy Superintendent of Operations

FORT WORTH ISD | Meeting Minutes

BOARD WORKSHOP MINUTES FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on August 12, 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 August 12, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth 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

FORT WORTH ISD | Meeting Minutes

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

This notice was posted and filed in compliance with the Open Meetings Law on August 6, 2025, at 5:00 p.m.

/s/ Patti Ramón
Executive Assistant
Board of Education

RETURN OF THE MEETING AUGUST 12, 2025

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 6, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on August 6, 2025.

/s/ Patti Ramón
Executive Assistant
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Karen Molinar, Superintendent
Dr. Lisa Inzar, Special Assistant to the Superintendent
Mohammed Choudhury, Deputy Superintendent
Dr. Priscila Dilley, Chief of Schools
Woodrow Bailey, Chief Talent Officer
Sidney Pounds, Assistant General Counsel

Trustee Wallace Bridges arrived at 5:36 p.m.

Trustee Anael Luebanos arrived at 5:39 p.m.

FORT WORTH ISD | Meeting Minutes

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

School Board President Roxanne Martinez called this meeting to order at 5:33 p.m.

2. **PUBLIC COMMENT**

Public Speakers:

Amanda Inay

Scott Blanco Davis

The meeting recessed to move to Executive Session at 5:41 p.m.

3. **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 with Legal Counsel Concerning the Purchase, Exchange, Lease, or Value of Real Property-Farrington Field. (551.071 & 552.072)
2. Discussion Regarding Board Committees Given Recent Federal Guidance.

The meeting reconvened in open session at 7:28 p.m.

4. **PRESENTATION**

A. Lone Star Governance Implementation Plan

Superintendent Dr. Karen Molinar introduced Lone Star Governance Coach, Ben Mackey.

Ben Mackey presented the *Lone Star Governance Implementation Plan*.

Trustees Anne Darr, Kevin Lynch, Wallace Bridges, Roxanne Martinez asked questions or made comments.

Ben Mackey provided responses.

FORT WORTH ISD | Meeting Minutes

Superintendent Dr. Karen Molinar gave reminders regarding payroll and made comments regarding the first day of school.

Trustees Anael Luebanos, Wallace Bridges and Roxanne Martinez made comments.

Superintendent Dr. Karen Molinar made an announcement regarding Friday Night Lights.

5. ADJOURN

The meeting was adjourned at 8:03 p.m.

/s/ Patti Ramón
Board of Education

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

Anael Luebanos
School Board Secretary
Fort Worth Independent School District

REGULAR MEETING MINUTES FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular meeting on August 26, 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 August 26, 2025, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth 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

FORT WORTH ISD | Meeting Minutes

7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

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

This notice was posted and filed in compliance with the Open Meetings Law on August 20, 2025, at 5:00 p.m.

/s/ Cindy Hernandez
Coordinator
Board of Education

RETURN OF THE MEETING August 26, 2025

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 20, 2025, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on August 20, 2025.

/s/ Patti Ramón
Executive Assistant
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Karen C. Molinar, Superintendent
Dr. Lisa Inzar, Special Assistant to the Superintendent
Mohammed Choudhury, Deputy Superintendent - Curriculum and Instruction
Dr. Priscila Dilley, Chief of Schools
Kellie Spencer, Deputy Superintendent Operations
Carmen Arrieta-Candelaria, Chief Financial Officer
Woodrow Bailey, Chief Talent Officer

Tierney Tinnin, Chief of Communications
Sid Pounds, Assistant General Counsel

1. **5:30 PM – CALL REGULAR MEETING TO ORDER – BOARD ROOM**

School Board President Roxanne Martinez called the meeting to order at 5:31 p.m.

2. **PLEDGES, VISION, AND MISSION**

Pledges, Vision and Mission statements were led by the Arlington Heights School JROTC Cadets.

3. **RECOGNITIONS**

Chief of Communications and Community Partnership, Tierney Tinnin, recognized the student greeters, followed by the Paschal High School Technical Theater Booth Renovation and the UIL Academic State Qualifier.

A. Recognition of Student Greeters

B. Paschal High School Technical Theater Booth Renovation - Eagle Scout Project

UIL Academic State Qualifier of Barbara Jordan Essay Contest

4. **PUBLIC COMMENT**

Public Speakers:

Dion Brugger
Crissy Thuemmel
Ruby Jackson
Tina Thompson
Cheryl Booker
Rosalyn Hubbard
Wanda McKinney
Laura Ramirez
Bob Willoughby
Amanda Inay
Ernie Moran
Sabrina Ball
Scott Blanco Davis
Jeremiah Taylor
Caroline James
Emily King
Amairany Solis

Kelly Moreno
Adrienne Alexander-Haynes
Pamela Bennett
Josiah Inay

5. **CALL PUBLIC HEARING TO ORDER**

School Board President, Roxanne Martinez opened the Public Hearing at 6:21 p.m.

- A. Public Hearing for the Fort Worth Independent School District's 2023-2024 State Compensatory Education Report

Dr. Molinar introduced Chief Financial Officer, Carmen Arrieta-Candelaria.

Carmen Arrieta-Candelaria, Chief Financial Officer, presented the *Fort Worth Independent School District's 2023-2024 State Compensatory Education Report*.

- B. Public Comment to Discuss the 2023-2024 State Compensatory Education Evaluation Report

No public speakers.

6. **CLOSE PUBLIC HEARING**

School Board President, Roxanne Martinez closed the public hearing.

7. **CALL PUBLIC HEARING TO ORDER**

School Board President, Roxanne Martinez opened the Public Hearing at 6:26 p.m.

- A. Public Hearing to Discuss the Proposed 2025-2026 Tax Rate

Dr. Molinar introduced Chief Financial Officer, Carmen Arrieta-Candelaria.

Carmen Arrieta-Candelaria, Chief Financial Officer, presented the *Proposed 2025-2026 Tax Rate*.

Trustees Dr. Camille Rodriguez and Kevin Lynch asked questions.

- B. Public Comment to Discuss the *Proposed 2025-2026 Tax Rate*

No public speakers.

8. CLOSE PUBLIC HEARING

School Board President, Roxanne Martinez closed the public hearing.

9. ACTION ITEMS

- A. Approve to Accept the Certified Appraisal Rolls for the Tax Year 2025 for the Fort Worth Independent School District

Motion was made by Anne Darr, Trustee, District 6, seconded by Anael Luebanos, School Board Secretary, District 8, to approve Accept the Certified Appraisal Rolls for The Tax Year 2025 For the Fort Worth Independent School District.

Trustee Anne Darr move to approve to accept the Certified Appraisal Rolls for The Tax Year 2025 for the Fort Worth Independent School District.

The motion was unanimously approved.

- B. Accept the Calculations of the No-New-Revenue Tax Rate and the Voter-Approval Tax Rate for the Fort Worth Independent School District

Motion was made by Anne Darr, Trustee, District 6, seconded by Tobi Jackson, First Vice President, District 2, to approve to Accept the Calculations of the No-New- Revenue Tax Rate and the Voter-Approval Tax Rate for the Fort Worth Independent School District.

The motion was unanimously approved.

- C. Approve Resolution Fixing and Levying School District Ad Valorem Taxes

Motion was made by Dr. Camille Rodriguez, Trustee, District 1, seconded by Tobi Jackson, First Vice President, District 2, to Approve Resolution Fixing and Levying School District Ad Valorem Taxes

Trustee Dr. Camille Rodriguez: I move that the property tax rate be increased by the adoption of a tax rate of \$1.0291, which is effectively a 4.87 percent increase in the tax rate.

The motion was approved.

Yes: Roxanne Martinez, School Board President, District 9, Tobi Jackson, First Vice President, District 2, Anael Luebanos, School Board Secretary, District 8, Dr. Camille Rodriguez, Trustee, District 1, Quinton Phillips, Trustee, District 3, Wallace Bridges, Trustee, District 4, and

Anne Darr, Trustee, District 6.

No: Dr. Michael Ryan, Second Vice President, District 7, and Kevin Lynch, Trustee, District 5.

- D. Approve an Agreement for the Purchase of Attendance Credit (Option 3) and Delegate Contractual Authority to the Superintendent

Motion was made by Anne Darr, Trustee, District 6, seconded by Tobi Jackson, First Vice President, District 2, to approve an Agreement for the Purchase of Attendance Credit (Option 3) and Delegate Contractual Authority to the Superintendent.

Trustee Anne Darr motioned: I move for the 2025-26 school year, that we delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257, and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).

The motion was unanimously approved.

10. SUPERINTENDENT REPORT *Accountability Report and Strategic Priority Updates*

Superintendent Dr. Karen Molinar presented the *Accountability Report and Strategic Priority Updates*.

Trustees Kevin Lynch, Wallace Bridges, Anne Darr, Anael Luebanos, Dr. Camille Rodriguez and Roxanne Martinez asked questions or made comments.

Superintendent Dr. Karen Molinar provided responses.

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

Trustees Wallace Bridges, Quinton Phillips and Anne Darr made comments.

The meeting was recessed to Executive Session at 8:23 P.M.

12. EXECUTIVE SESSION

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

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

FORT WORTH ISD | Meeting Minutes

1. Discussion with Legal Counsel Concerning the Purchase, Exchange, Lease, or Value of Real Property – Farrington Field. (551.071 & 552.072)
- 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. Discussion Related to Hiring for Chief Technology Officer
- C. Security Implementation (Texas Government Code §551.076)
 1. Intruder Audit Findings and Corrective Action
- D. Real Property (Texas Government Code §551.072)

Meeting was reconvened in open session at 10:14 P.M.

13. CONSENT AGENDA ITEMS

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

- A. Board of Education Meeting Minutes
- B. Approve Annual Renewal of Good Cause Exception for Armed Security Officer Requirement
- C. Approve Second Reading – Revisions to Board Policies CH (LOCAL) and CV (LOCAL)
- D. Approve Budget Amendment for Period Ending July 31, 2025

FORT WORTH ISD | Meeting Minutes

- E. Approve Food Services Budget Amendment for the Period Ending July 31, 2025
- F. Approve Findings Required by Government Code Section 2254 Regarding Contingent Fee Legal Services and Approve an Addendum to the Contract with Delinquent Tax Firm for Delinquent Tax Representation
- G. Approve Resolution Authorizing the Imposition of up to A 20% Penalty for Collection Costs on Delinquent Taxes
- H. Approve the Purchase of Excess Workers' Compensation Insurance
- I. Approve Debt Service Fund Budget Amendment for the Period Ending August 31, 2025
- J. Approve Quarterly Investment Report for the Period April 1, 2025 - June 30, 2025
- K. Approve the Annual Investment Report for the Period July 1, 2024 to June 30, 2025
- L. Approve Resolution of the Annual Review of Investment Policies and Strategies
- M. Approve Contract Renewals for Ondata Suite and Texas Student Data System (TSDS) for the 2025-20256 School Year
- N. Approval of Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes Tarrant County Tax Collection Contract.docx
- O. Approve Interlocal Agreement Between Fort Worth ISD and Texas Political Subdivisions Property/Casualty Joint Self- Insurance Fund (TPS) and Authorize the Superintendent or Designee to Execute all Necessary Documents to Initiate or Renew Fort Worth ISD's Participation.
- P. Approve Contract with Education Service Center Region 11 to Provide Every Student Succeeds Act (ESSA) Equitable Services to Private Nonprofit Schools

FORT WORTH ISD | Meeting Minutes

- Q. Approve Contract for Juvenile Teaching Services for the 2025- 2026 School Year
- R. Approve Instructional Support Agreement for the Career and Technical Education Law Enforcement Program
- S. Approve the Purchase for Over the Phone Translation and Interpretation Services for District-Wide Usage
- T. Approve the Contract to Support the Development of K-5 Dual Language Instructional Planning Calendars
- U. Approve Contract for Professional Learning Support and Coaching of Bluebonnet Learning for Grades 6 through Algebra 1 Mathematics
- V. Approve the Contract for Student Support Services, Case Management, and Wraparound Services for the 2025-2026 School Year
- W. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Tarrant County Juvenile Justice Alternative Education Program for the 2025-2026 School Year
- X. Approve Purchase of Marching Band Uniforms for Arlington Heights High School
- Y. Approve Renewal of the Educational Professional Services Agreement with Teach for America
- Z. Approve Agreement Between Fort Worth Independent School District and Northwestern State University
- AA. Approve Agreement Between Fort Worth Independent School District and Stephen F. Austin University Agreement Stephen F. Austin University.docx
- AB. Approve Agreement Between Fort Worth Independent School District and The University of North Texas Agreement University of North Texas.docx
- AC. Approve Subscription Services Agreement for Athletic Coaches and Student-Athletes Performance Technology

- AD. 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 Rosemont Middle School in Conjunction with the 2021 Capital Improvement Program
- AE. Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services in Conjunction with the 2021 Capital Improvement Program
- AF. Approve Authorization to Enter into a Contract for JOC Hazmat Abatement Services for Meadowbrook Middle School in Conjunction with the 2021 Capital Improvement Program
- AG. 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 Riverside Middle School in Conjunction with the 2021 Capital Improvement Program
- AH. Approve Authorization to Enter into Contracts for Zoning, Planning, and Permitting Services in Conjunction with the 2021 Capital Improvement Program
- AI. Approve Clifford Davis Elementary Food Service Equipment Replacement
- AJ. Approve Renew Lease Agreement for the Warehouse Space Located at 560 North Beach Street, Fort Worth, Texas
- AK. Approve Additional Costs for the Warehouse Lease Located at 2224 East Lancaster Avenue, Fort Worth, Texas
- AL. Approve Contracted Services for Gas and Water Heater Services
- AM. Approve Additional Furniture for International Newcomer Academy
- AN. Approve Renewal Purchase of E-Signature Licenses
- AO. Approve Purchase of Additional Device Licenses for Student Device Management Software
- AP. Approve Contract for Education Center, Region 11, Instructional Solutions,

and Support

AQ. Approve Purchase of Audio-Visual Displays and Services for Classrooms

AR. Approve Purchase of Student Devices for Special Education

AS. Approve Purchase of Protective Cases for Student Devices

Kevin Lynch requested that items AJ & AK be moved to Action.

Accepting Consent Agenda minus Items AJ & AK.

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Anael Luebanos, School Board Secretary, District 8, to approve 13. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.).

Trustee Anne Darr due to her employment at ESC, Region XI, abstained from items 13.M, 13. P, and 13. AP.

The motion was unanimously approved.

14. ACTION

A. Item(s) Removed from Consent Agenda

AJ. Approve Renew Lease Agreement for the Warehouse Space Located at 560 North Beach Street, Fort Worth, Texas

Motion was made by Anne Darr, Trustee, District 6, seconded by Tobi Jackson, First Vice President, District 2, to Approve Renew Lease Agreement for the Warehouse Space Located at 560 North Beach Street, Fort Worth, Texas.

Trustees Kevin Lynch and Anne Darr asked questions.

Superintendent Dr. Karen Molinar and Deputy Superintendent of Operations Kellie Spencer provided responses.

The motion was unanimously approved.

- AK. Approve Additional Costs for the Warehouse Lease Located at 2224 East Lancaster Avenue, Fort Worth, Texas

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Quinton Phillips, Trustee, District 3, to Approve Additional Costs for the Warehouse Lease Located at 2224 East Lancaster Avenue, Fort Worth, Texas.

The motion was unanimously approved.

- B. Consider and Take Action to Approve the Hiring for Chief Technology Officer

Motion was made by Anne Darr, Trustee, District 6, seconded by Dr. Michael Ryan, Second Vice President, District 7, to approve to Consider and Take Action to Approve the Hiring for Chief Technology Officer.

The motion was unanimously approved.

Superintendent, Dr. Karen Molinar, introduced the new Chief Technology Officer, Eric Upchurch.

- C. Approve Lone Star Governance Implementation Plan

Motion was made by Quinton Phillips, Trustee, District 3, seconded by Tobi Jackson, First Vice President, District 2, to approve C. Approve Lone Star Governance Implementation Plan.

The motion was unanimously approved.

- D. Approve Second Reading - Revisions to Board Policy DB (LOCAL)

Motion was made by Anne Darr, Trustee, District 6, seconded by Anael Luebanos, School Board Secretary, District 8, to Approve Second Reading - Revisions to Board Policy DB (LOCAL).

Trustee Anne Darr made a comment.

The motion was approved.

Yes: Roxanne Martinez, School Board President, District 9, Tobi Jackson, First Vice President, District 2, Anael Luebanos, School Board Secretary, District 8, Quinton Phillips, Trustee, District 3, Wallace Bridges, Trustee, District 4, Kevin Lynch, Trustee, District 5, and Anne Darr, Trustee, District 6.

FORT WORTH ISD | Meeting Minutes

No: Dr, Michael Ryan, Second Vice President, District 7, and Dr. Camille Rodriguez, Trustee, District 1.

- E. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action taken.

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

No action taken.

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

No action taken.

- H. 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 taken.

- I. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement

Motion was made by Anne Darr, Trustee, District 6, seconded by Tobi Jackson, First Vice President, District 2, to approve I. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement.

Trustee Dr. Camille Rodriguez asked a question.

Superintendent Dr. Karen Molinar provided a response.

The motion was approved.

Yes: Roxanne Martinez, School Board President, District 9, Tobi Jackson, First Vice President, District 2, Dr, Michael Ryan, Second Vice President, District 7, Anael Luebanos, School Board Secretary, District 8, Quinton Phillips, Trustee, District 3, Wallace Bridges, Trustee, District 4, Kevin Lynch, Trustee, District 5, and Anne Darr, Trustee, District 6.

No: Dr. Camille Rodriguez, Trustee, District 1.

- J. Approve Contract for Student Support Services, Case Management, and Wraparound Services for the 2025-2026 School Year

Motion was made by Dr. Michael Ryan, Second Vice President, District 7, seconded by Tobi Jackson, First Vice President, District 2, to Approve Contract for Student Support Services, Case Management, and Wraparound Services for the 2025- 2026 School Year.

The motion was unanimously approved.

- K. Approve Purchase and Installation of Rooftop Units and Energy Management System Controls for Leadership Academy at Maude Logan Elementary

Motion was made by Quinton Phillips, Trustee, District 3, seconded by Anael Luebanos, School Board Secretary, District 8, to Approve Purchase and Installation of Rooftop Units and Energy Management System Controls for Leadership Academy at Maude Logan Elementary.

The motion was unanimously approved.

- L. Approve Authorization to Enter into Contracts for MEP and Commissioning Services in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Quinton Phillips, Trustee, District 3, to Approve Authorization to Enter into Contracts for MEP and Commissioning Services in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

- M. Approve Authorization to Enter into Contracts for Moving Services in Conjunction with the 2021 Capital Improvement Program

Motion was made by Quinton Phillips, Trustee, District 3, seconded by Tobi Jackson, First Vice President, District 2, to Approve Authorization to Enter into Contracts for Moving Services in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

- N. Approve Authorization to Enter into Contracts for Surveying Services in Conjunction with the 2021 Capital Improvement Program

FORT WORTH ISD | Meeting Minutes

Motion was made by Quinton Phillips, Trustee, District 3, seconded by Tobi Jackson, First Vice President, District 2, to Approve Authorization to Enter into Contracts for Surveying Services in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

- O. Approve Authorization to Enter into Contracts for Roof Consulting Services in Conjunction with the 2021 Capital Improvement Program

Motion was made by Dr, Michael Ryan, Second Vice President, District 7, seconded by Anne Darr, Trustee, District 6, to Approve Authorization to Enter into Contracts for Roof Consulting Services in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

- P. Approve Authorization to Enter into Contracts for Storm Shelter Peer Review Services in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Quinton Phillips, Trustee, District 3, to Approve Authorization to Enter into Contracts for Storm Shelter Peer Review Services in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

- Q. Approve Renewal and Purchase of Managed Print Services of District Multifunctional Printers and Scanners

Motion was made by Anael Luebanos, School Board Secretary, District 8, seconded by Tobi Jackson, First Vice President, District 2, to Approve Renewal and Purchase of Managed Print Services of District Multifunctional Printers and Scanners.

The motion was unanimously approved.

15. **ADJOURN**

The meeting was adjourned at 10:29 P.M.

/s/ Patti Ramón
Board of Education

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

Anael Luebanos
School Board Secretary
Fort Worth Independent School District

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: APPROVE THE 2025-2026 DISTRICT IMPROVEMENT PLAN

EXECUTIVE SUMMARY:

Texas Education Code § 11.252 states that, each school district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the student achievement indicators adopted under Section 39.053. The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by the district.
2. Measurable district performance objectives for all appropriate achievement indicators for all student populations and other measures of student performance that may be identified through the comprehensive needs assessment.
3. Strategies for improvement of student performance.
4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about higher education admissions and financial aid opportunities, including state financial aid opportunities; the need for students to make informed curriculum choices to be prepared for success beyond high school; and sources of information on higher education admissions and financial aid.
5. Resources needed to implement identified strategies.
6. Staff responsible for ensuring the accomplishment of each strategy.
7. Timelines for ongoing monitoring of the implementation of each improvement strategy.
8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.
9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]
10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

State law, Texas Education Agency regulations, and District policy require that a District Improvement Plan be developed, reviewed, revised and approved annually for the purposed of improving the performance of all students.

District Improvement Plan Link:

<https://www.fwisd.org/departments/administrative-services/strategic-plan>

RECOMMENDATION:

Approve The 2025-2026 District Improvement Plan

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

Not Applicable

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

All Schools and Departments

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: FIRST READING – REVISIONS TO BOARD POLICY CO (LOCAL) – FOOD AND NUTRITION MANAGEMENT

EXECUTIVE SUMMARY:

Board Policy CO (LOCAL) needs to be updated to remove language that no longer aligns with the District's Food and Nutrition Management Program. The District currently participates in the Community Eligibility Provision (CEP), a non-pricing meal service option for schools and school districts in low-income areas. CEP allows schools and districts to serve breakfast and lunch at no cost to all enrolled students. Students have the option to purchase second meals or a la carte items; however, students must have funds available for these items. There are no delayed payment options for ancillary purchases. TASB has recommended the District delete its current Board Policy language related to meal charges to align with current District practices. The District will guidelines and rules related to meal charges to the District's administrative regulations.

RECOMMENDATION:

Approve Revisions to Board Policy CO(LOCAL) – Food and Nutrition Management

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, Asst. General Counsel

PROPOSED REVISIONS

Food Donation

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

Meal Charges

State Law

~~As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase up to three lunches for a student with a full-price meal status and up to 18 lunches for a student with a reduced-price meal status. The Superintendent shall develop administrative regulations for this grace period to address:~~

- ~~1. The District's processes for parent notification during the grace period, including a schedule for repayment; and~~
- ~~2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.~~

~~No fees or interest shall be charged by the District for meals purchased during the grace period.~~

Federal Law

~~For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:~~

- ~~1. The parameters under which meals shall be served to the student;~~
- ~~2. The District's efforts to minimize overt identification of the student; and~~
- ~~3. 1. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.~~

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: FIRST READING – REVISIONS TO BOARD POLICY DFBB (LOCAL) – TERM CONTRACTS: NONRENEWAL

EXECUTIVE SUMMARY:

Board Policy DFBB (LOCAL) currently provides that after the Board votes to propose nonrenewal of a Chapter 21 Term contract, due to reasons other than financial exigency or program change, the Superintendent or designee shall deliver written notice of proposed nonrenewal no later than the 45th day before the last day of instruction. Texas Education Code Section 21.206 only requires the written notice of proposed nonrenewal of an employee's Chapter 21 Term contract to be provided no later than the 10th day before the last day of instruction in a school year. The District is recommending the Board approve revisions to Board Policy DFBB (LOCAL) to align with the requirements in TEC 21.206. This change supports the operational efficiency of the District by allowing the Board to take action to propose nonrenewal later in the school year.

RECOMMENDATION:

Approve First Reading for Revisions to Board Policy DFBB (LOCAL) – Term Contracts: Nonrenewal

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, Asst. General Counsel

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Failure to correct deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities, or presenting or using such documents with knowledge that the documents are false.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in behavior that is inappropriate or disruptive in the workplace.
35. Discourteous treatment of others.
36. Misuse or misappropriation of District/school monies and/or property.
37. Possession of unauthorized firearms, weapons, or any other inappropriate item.
38. Theft.
39. Giving or accepting gifts, money, or favors in exchange for some benefit to one's self or others.
40. Sexual, racial, ethnic, or religious harassment in the workplace and/or while conducting District or school business.
[See DIA]
41. Knowingly making or publishing false statements concerning any employee or supervisor of the District.
42. Knowingly making a false accusation of child abuse or sexual harassment.
43. Altering or tampering with time cards, attendance rosters, insurance records, or any other District documents or records.
44. Abuse of or unauthorized access to information contained in District files regardless of whether the files are kept manually or in any electronic medium.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

45. Any other reason the Board deems to be good cause, including any action or omission by an employee whose performance or conduct is detrimental to students or other employees or the District's interests.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

Notice of Proposed
Nonrenewal

~~After the Board votes to propose nonrenewal due to financial exigency or program change, the Superintendent or designee shall deliver written notice of proposed nonrenewal not later than the tenth day before the last day of instruction in a school year, in accordance with law.~~

~~After the Board votes to propose nonrenewal due to reasons other than financial exigency or program change, the Superintendent or designee shall deliver written notice of proposed nonrenewal no later than the 45th day before the last day of instruction.~~

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The initial notice or any subsequent notice shall contain the hearing procedures.

Request for Hearing

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall file a written request with the commissioner of education, and provide the Board a copy of

the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

Note: For procedures for suspension or dismissal of employees on contracts not governed by Chapter 21 of the Education Code, see DCE.

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: APPROVE OUTSIDE EMPLOYMENT FOR DISTRICT ADMINISTRATORS (H.B. 3372)

EXECUTIVE SUMMARY:

During the 89th Texas Legislative Session, the Texas Legislature passed [H.B. 3372](#), which created Texas Education Code Section 11.006: Prohibited Activities by Administrators. This new law prohibits District administrators from receiving any financial benefit for the performance of personal services for certain entities, including:

1. Any business entity that does business with the administrator's employing district (Fort Worth ISD);
2. An education business providing curriculum or administration services to any ISD; or
3. Another ISD, Education Service Center, or Open Enrollment Charter School.

For services provided under sections 2 and 3 indicated above, an administrator can avoid a penalty by obtaining approval from the District's Board of Trustees. To qualify for the exception, the contract or agreement must be presented to the District's Board of Trustees, and the Board must determine that:

1. The contract will not harm the district;
2. The contract does not present a conflict of interest; and
3. The services to be performed by the administrator will be performed entirely during the administrator's own time.

The District staff members listed below have submitted a request for the Board to review and approve their outside employment in accordance with Texas Education Code Section 11.006.

RECOMMENDATION:

Approve the outside employment for the following District administrators:

Employee
Alcala, Ruben
Bell, Troy
Benitez, Patricia
Cannon, Jesse
Clardy, Dick
Flusche, Michael
Furlough, Steven
Henderson, Nathan
Martin, Jennifer
Tagoe, Valerie
Williams, Rocco

STRATEGIC PRIORITY:

3 - Employee Effectiveness and Retention

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Not Applicable

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE RATIFICATION OF SECURITY PATROL SERVICE PROVIDER FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES.

EXECUTIVE SUMMARY:

Fort Worth ISD contracts for unarmed security patrol services for its school campuses and its other facilities. Services provided includes the security guards, fuel and vehicles for night patrol of our schools during the school year and during the summer months when campuses are mostly unoccupied, 24-hour patrolling of campuses. In addition, they also provide standing guards for facilities including the campuses, administration, transportation and warehouse and other administrative facilities on an as-needed basis.

Dates of service being awarded are from July 1, 2025 through June 30, 2026.

A ratification is necessary due to the delay with the contract from Jet Security who's services started on July 1, 2025.

RECOMMENDATION:

Approve Ratification of Security Patrol Services for District Campuses and Administrative Facilities

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

General Fund (196-199)

COST:

\$728,100.00

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#: 23-090

PROVIDER(S)/VENDOR(S):

Jet Security LLC

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

All Fort Worth ISD schools and administrative facilities.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

**TOPIC: APPROVE EMERGENCY/CAMPUS-WIDE COMMUNICATION SYSTEM
REPLACEMENT AT IM TERRELL ACADEMY**

EXECUTIVE SUMMARY:

This consent agenda item addresses the replacement of Emergency/Campus-wide Communication systems to comply with Texas Alyssa's Law. The replacement of the system 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 the 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.

RECOMMENDATION:

Approve Emergency and Campus-Wide Communication System Replacement at IM Terrell Academy

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

Special Revenue - State Grants (385-435)

COST:

\$483,737.89

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#:
RFP# 26-008

PROVIDER(S)/VENDOR(S):

Southwest Networks, Inc

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

IM Terrell Academy

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

July 2, 2025



Fort Worth Independent School District IM Terrell Academy
1900 IM Terrell Way
Fort Worth, TX. 76102

Attn: Kalesia Jackson

REF: FWISD IM Terrell Academy PA Bid 25019/Texas DIR Contract DIR-CPO-4784

Summary Statement of Work

Southwest Networks Inc will perform the following intercom installation under this scope of work for FWISD IM Terrell Academy based on Building Maps 1, 2, and 3 dated 01/03/2017 and the site walk performed on June 18, 2025.

- Provide and install one (1) Application Server VE6030-1
- Provide and install one (1) Quad Network Station Port VE8014BR
- Provide and install eleven (11) SIP Compliant Quad Network Audio Port Units VE8004BR
- Provide and install eleven (11) 6 AMP Power Supply 24 VDC V-C6124P
- Provide and install two (2) Admin Telephones VEADP4
- Provide and install one (1) 1 VE8092 Interactive Console
- Provide and install one (1) Desktop Microphone V-400
- Provide and install (1) V-9939C Mic Adapter
- Provide and install one hundred and three (103) Speakers with Text and Flash VL520BK-F
- Provide and install four (4) IP Message Displays with Text and Flash VL550F
- Provide and install twenty-six (26) Dual Sided IP Speakers w Text and Flasher VL522BK
- Provide and install one hundred and seven (107) VoIP Call Switch VE2973A
- Provide and install Red Emergency Call Button one hundred and three (103) VE2976
- Provide and install fourteen (14) One-way High Efficiency Horns V1030M
- Provide and install twenty-six (26) Surface Speakers V1016W
- Provide and install fifty-three (53) 2x2 Lay in Ceiling Speakers VE9022A
- Provide and install thirty (30) V1020C Analog 8" round Speakers
- Provide and install thirty (30) V9912 Plastic Mounting Rings
- Provide and install three (3) V-WVGL520-2 three wire guards for VL520's
- Provide and install seven (7) V-WGHORN-2 wire guards for horns
- Provide and install ten (10) Vandal Resistant One-Way Flex Horns Kit V9880
- Configure the Valcom Paging and Emergency Communication System to work in accordance with FWISD's defined paging system
- Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA -568-B standards
- Label all newly installed cables per the FWISD Technology Cabling Specifications
- Test results and project deliverables to be provided upon completion of the installation.

A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.

Project duration is expected to be 6-8 weeks upon receipt of the switch equipment. If delivery of the switch equipment is unacceptable, Southwest Networks requests the opportunity to work with FWISD Network Group for an acceptable replacement. The substitution will be approved and signed by FWISD prior to ordering. Southwest Networks work week schedule is defined as five (5) working days. (Mon-Fri).

General Scope of Work

Southwest Networks Inc. will provide labor and materials as outlined in the details below.

Valcom Paging and Emergency System

SWN will provide and install the necessary IP speakers, call buttons and horns to the locations defined on the Southwest Network provided speaker layout. Bill of Materials Appendix A.

Mass Notification Horizontal Cabling

Southwest Networks Inc shall furnish and install a total of four hundred ninety-five (495) Category 6 Plenum Blue Data Cables in the specified locations for speakers, horns, displays and call buttons.

At each I.P. Speaker location new category 6 cabling will terminate utilizing a Panduit category 6 Minicom Module, black in color placed in the surface mount biscuit.

At each of the Category 6 cables linked from the call button to the I.P. Speaker the cable will terminate using RJ45 modular plugs for a direct connection to the I.P. Speaker, normal call button, and daisy chain to the Red Emergency call button.

Closet terminations of all new Category 6 network cabling will be achieved utilizing 19", rack mounted C6 patch panels in the MDF/IDF which will serve the respective outlet locations. Each cable, jack outlet and corresponding patch panel shall be labeled with machine generated labeling materials per the prescribed district labeling convention.

Southwest Networks will furnish and install a total of one hundred forty-nine (149), CMR, Category 6 patch cords, 7' in length for network closet device connections.

Southwest Networks will furnish and install a total of one hundred fifty-nine (159), CMR, Category 6 patch cords, 10' in length for network closet device connections.

All Data cables shall be tested to ensure compliance with established standards for wire map (continuity to the remote end, shorts between any two or more conductors, transposed pairs, reverse pairs, split pairs, etc., correct installation length correct attenuation scaled to the installation length, Near End Cross Talk (NEXT) scaled to the installation length, propagation delay, delay skew, Power Sum Near End Cross Talk(PSNEXT), Structural Return Loss(SRL) and Equal Level Far End Cross-Talk. Faults discovered during testing shall be corrected and retested prior to activation of the telecommunications infrastructure. 100% of the field terminated cable plant shall be verified to be functional by acceptance testing as defined in the Fort Worth ISD Cabling Standard.

Cable Pathway installation shall comply with the manufacturer's recommended installation methods as well as in accordance with ANSI/EIA/TIA guidelines.

Southwest Networks Inc. shall provide service loops at both ends of the newly installed data cables. At the closet end, service loops shall be 10 ft. in length and at the outlet end or access point location, service loops shall be 10 ft. Care shall be taken to maintain and preserve the manufacturer bend radius requirements.

SWN will provide the appropriate number of Panduit Category 6 patch cords. For the workstation end supply will be 50% of the patching cables as 7 ft and 50% as 10 ft cables. At the cross connects lengths will vary from 3' to 9" in the MDF and at the switch locations to accommodate one hundred percent connectivity of the new data cables.

Provide firestop, and bonding for specified system.

Testing and Documentation

Southwest Networks Inc will test all new copper cabling in this SOW to meet ANSI/EIA/TIA and the manufacturer's standards. Deliverables will consist of test results in PDF format and AS Built drawings of the newly installed cabling infrastructure depicting the closet and drop outlets for this project as well as SWN's standard one-year warranty for labor and material.

A Manufacture 5 Year Extended Warranty for Mass Notification Intercom will be provided and is included for this project.

Labor	\$ 81,490.00
Materials	\$ 400,359.89
Lift Rental	\$ 1,888.00

Project Pricing Total: \$483,737.89

Exclusions:

- SWN not responsible for Hard Ceilings, Painting, Patching, Or Ceiling Tiles
- SWN will not test or maintain the Fire Alarm System, HVAC System, Security System, AV, or Access Control System
- SWN will not demo the Fire Alarm System HVAC System Security System or Access Control System
- SWN shall not demo or remove any of the Fire Alarm, HVAC System, Security, AV, Access Control System, or their devices.
- SWN will not paint or patch the areas or conduits.
- Power provided by others
- All permits provided by others
- Switches provided by others

All Materials are subject to availability. Should material shortages become an issue we reserve the right to substitute materials for the completion of the project. Any substitution will be approved in writing prior to ordering.

Payment Terms and Conditions:

All sales of project material by Southwest Networks adhere to the terms and conditions set forth below. Any additional or different terms set forth in the purchase order of the Purchaser or in any similar communication will not be binding nor effective unless assented to in writing by an officer of Southwest Networks.

Material Purchase Terms:

Once the client provides written approval of Southwest Networks' invoice, material orders will be placed by Southwest Networks for the client's project.

Southwest Networks payment for materials is due upon receipt of materials by FWISD representative at the designated FWISD Storage Facility.

Returned Materials:

Southwest Networks will apply a manufacturer's restocking fee for nonstock items in the event the client requests a change of scope and materials are returned. In the event specified items in the client's scope of work request are nonreturnable, Southwest Networks will charge full price for applicable materials in the change order.

Freight:

In the event the customer requests expedited freight, Southwest Networks will adjust the freight charges accordingly.

Accounts Payable signature (CLIENT)

Signed _____

Printed _____

Title _____

Date _____

Mass Notification Bill of Material Appendix A.

Device Summary		
QTY	PART #	DESCRIPTION
1	VEIP6K-1	ADVANCED SOFTWARE HARDWARE PACKAGE
1	VE8014BR	FXS STATION
11	VE8004BR	4 PORT AUDIO
11	V-C6124P	POWER SUPPLY
2	VEADP4	ADMIN PHONE
1	VE8092	INTERACTIVE CONSOLE
1	V-400	DESK MICROPHONE
1	V-9939C	MICROPHONE ADAPTER
103	VL520BK-F	IP CLASSROOM SIGN/SPKR
4	VL550BK-F	IP LARGE SIGN/SPKR
36	VL-522	IP DOUBLE SIDED SIGN/SPKR
107	VE2973	IP CALL SWITCH W/ VC
107	VE2976	EMERGENCY CALL BUTTON
14	V-1030M	ANALOG MARINE HORN
26	V-1016W	ANALOG SURFACE SPEAKER
53	V-9022A	ANALOG 2X2 LAY-IN SPKR
30	V-1020C	ANALOG 8" ROUND SPEAKER
3	V-9912P-12	PLASTIC MOUNTING RINGS
3	V-WGVL520-2	WIRE GUARD FOR VL520
7	V-WGHORN-2	WIRE GUARD FOR HORN

Thank you for the opportunity to submit this proposal. Please call me at 214-636-4192 or email swatson@southwestnetworks.com with any questions.

Respectfully,

Stacey Watson | RCDD

3251 Story Rd.

Irving TX. 75038



FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE ANNUAL COOPERATIVE FEES REPORT

EXECUTIVE SUMMARY:

School districts are required to report the amount spent on purchasing cooperative fees on an annual basis. Per Texas Education Code § 44.0331. Management fees under certain cooperative purchasing contracts. (a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract. (b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item. (c) The commissioner may audit the written report described by Subsection (b).

The following documents contract-related, management, or other fees paid to agencies in which the District has an Interlocal Agreement Contract per Local Government Code 271.

Central Texas Purchasing Alliance, Annual Membership Fee	\$150.00
State of Texas Cooperative Purchasing Program, Annual Membership Fee	\$100.00
BuyBoard Purchasing Cooperative, Fees Related to Vehicle/Bus Purchases.....	\$1,600.00

RECOMMENDATION:

Approve Annual Cooperative Fees Report

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

General Fund (196-199)

COST:

\$1850.00

PURCHASING MECHANISM:

Interlocal Agreement

PROVIDER(S)/VENDOR(S):

Central Texas Purchasing Alliance

State of Texas Cooperative Purchasing Program
BuyBoard Purchasing Cooperative

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

Business and Finance Division

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE QUALIFIED UNDERWRITERS FOR DISTRICT FINANCINGS

EXECUTIVE SUMMARY:

The District issued a Request for Qualifications (RFQ 26-014) for Professional Underwriting Services in June 2025. The RFQ closed on July 17, 2025, with the District receiving twenty-one (21) Statements of Qualifications (SOQs) from firms in response to this solicitation. The evaluation followed the criteria published in the RFQ, in accordance with Texas Government Code Section 2254.003. The evaluation committee, comprised of the District's investment officers, scored the responses submitted. Based on the results of the scoring matrix, District staff recommends that the Board approve the firms on Attachment A as qualified underwriters based on demonstrated competence and qualifications, and grant to the Superintendent, and/or her designee the ability to designate Underwriters for current and future Bond, or other financing transactions. The period of performance (i.e. utilization of this pool) will be for three (3) years with the option to extend for two (2) additional years in one (1) year increments. As listed in Attachment A, District staff recommends a pool of fourteen (14) firms.

RECOMMENDATION:

1. Approve Qualified Underwriters for District Financings

STRATEGIC PRIORITY:

- 4 - Operational Alignment and Efficiency

FUNDING SOURCE:

Debt Service Fund (599)

General Fund (196-199)

COST:

No Cost

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#: 26-014

PROVIDER(S)/VENDOR(S):

List of Qualified Underwriters as per Attachment A

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

Division of Business and Finance

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

ATTACHMENT A

LIST OF APPROVED UNDERWRITERS (IN ALPHABETICAL ORDER)

Approved by the Board of Trustees on September 23, 2025

- 1. Academy Securities**
- 2. BofA Securities, Inc.**
- 3. Cabrera Capital Markets**
- 4. Estrada Hinojosa**
- 5. FHN Financial**
- 6. Frost Bank**
- 7. JP Morgan Securities LLC**
- 8. Jefferies LLC**
- 9. Piper Sandler & Co.**
- 10. PNC Capital Markets LCC**
- 11. Raymond James & Associates Inc.**
- 12. RBC Capital Markets, LLC**
- 13. Robert W. Baird & Co., Incorpo**
- 14. UMB Bank, n.a.**

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING TO PROVIDE TRAINING AND SUPPORT FOR STUDENTS WITH DISABILITIES

EXECUTIVE SUMMARY:

The purpose of this MOU is to set out the understanding between UNT and FWISD for a collaboration under UNT Grant Number H421D220004 for the project titled Disability Innovation Fund – Subminimum Wage to Competitive Integrated Employment (SWTCIE). The participants will have access to the following services and support: benefits counseling, assistance negotiating work, and job shadowing experiences that match participants' skills and preferences, supported and customized employment services, self-advocacy training, person-centered planning, and on-the-job training and support. The participant's families will have access to: training on understanding social inclusion, supported decision-making, and guardianship alternatives, and other needs identified through the implementation of evidence-based practices.

RECOMMENDATION:

Approve memorandum of understanding to provide training and support for students with disabilities.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

University of North Texas

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

District-Wide

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

**UNIVERSITY OF NORTH TEXAS
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (“MOU”) is made by and between the **University of North Texas** (“UNT”), a research institution located in Denton, Texas, and **the Fort Worth Independent School District**, a political subdivision of the State of Texas and a legally constituted independent school located in Tarrant County, Texas, (“ISD”), that empowers students with disabilities and parents to ensure needs are met in the classroom and that the students are prepared for life beyond high school. This MOU will be the agreement providing guidelines for this strategic collaboration. UNT and ISD may be collectively referred to as the “Parties” or individually as a “Party.”

A. Purpose

1. The purpose of this MOU is to set out the understanding between UNT and ISD for a collaboration under UNT Grant Number H421D220004 from the Department of Education (“Award”), for the project titled Disability Innovation Fund - Subminimum Wage to Competitive Integrated Employment (“SWTCIE”).
2. The project participants will have access to the following services and support: benefits counseling, assistance negotiating work, and job shadowing experiences that match participants’ skills and preferences, supported and customized employment services, self-advocacy training, person-centered planning, and on-the-job training and support.
3. The project participants’ families will have access to: training on understanding social inclusion, supported decision-making, and guardianship alternatives, and other needs identified through the implementation of evidence-based practices.

B. Roles and Responsibilities

UNT agrees to:

Responsibility/Activity	Responsibility/Activity
Training Staff and Materials	Delivery of Program Services
Person-Centered Planning and Materials	TWC-VR Employment Support Specialist
Parent/Guardian Training and Materials	Provide Technology Equipment
On-the-Job Training and Support	Data Collection

ISD agrees to:

Responsibility/Activity
Staff Trainings by UNT staff and project partners
Collaboration with UNT / project partners
Access to all participating campuses
Data Collection

The Parties shall be responsible for their own costs and expenses related to any activities contemplated by this MOU.

The contents of the MOU were developed under grant number H421D220004 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government. (Authority: 20 U.S.C. §§ 1221e-3 and 3474).

C. Reporting Requirements

Through collaborative effort, UNT and ISD will be responsible for collecting data related to the SWTCIE project. UNT is the lead organization and will be responsible for submitting any and all required reports according to the Award terms and conditions. Any data provided by the ISD to UNT will be governed by the separate Data Sharing Agreement between the Parties.

D. Term, Amendment, and Termination

This MOU shall have an effective date as of the date of the last signature and shall remain in force until July 30, 2026, unless terminated sooner as provided herein. This MOU may be renewed for up to two (2) additional one (1) year terms by mutual written agreement. This MOU may be amended or modified at any time by mutual, written consent of the Parties, through their authorized representatives. At any time, either Party may terminate this MOU, without cause, by providing the other Party thirty (30) days' advance written notice. Upon termination of the MOU, ISD will provide all data collected under the Award to UNT.

E. Confidentiality

In accordance with the terms of the Award, both Parties shall establish and maintain a system in effect to protect all data collected or maintained in connection with this MOU in accordance with applicable federal and state laws, rules, and regulations. ISD agrees to use its best efforts to preserve the safety, security, and integrity of the data and to ensure the privacy and confidentiality of all data.

UNT will not disclose any confidential information received from ISD without the written consent of ISD. Confidential information is defined as any information related to the purpose of this MOU, disclosed by ISD to UNT and clearly marked as "Confidential".

This provision shall not be construed as limiting the Department of Education's right of access to client case records or other information relating to clients served under this MOU.

F. General Provisions

1. Limitations of Authority. No Party has authority for and on behalf of the other except as provided in this MOU. This MOU does not create any relationship of agency, partnership, or joint venture between the Parties, and neither of the Parties will make such representation.
2. Sovereign Immunity: Nothing in this MOU shall be construed as a waiver of UNT's or ISD's sovereign immunity. This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to UNT or ISD.
3. Non-Indemnification: Neither Party shall by reason of this MOU be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death or bodily injury arising from fulfilling the terms of this MOU.
4. Notices. All notices under this MOU must be in writing and sent by U.S. certified mail, return receipt requested, postage prepaid; by overnight courier service with written verification of the

The contents of the MOU were developed under grant number H421D220004 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government. (Authority: 20 U.S.C. §§ 1221e-3 and 3474).

receipt; or by confirmed email, to the following addresses:

To ISD:

Fort Worth Independent School District
Attn: Carmen Arrieta-Candelaria
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116
Carmen.ArrietaCandel@fwisd.org

With Copies to:

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

To UNT:

University of North Texas
1155 Union Circle #310979
Denton, Texas, 76203-5017
ResearchContracts@unt.edu

6. Assignment. Neither Party may assign its interest in this MOU except upon the written consent of the other Party.
7. Severability. If any part of this MOU shall be, for any reason, held invalid or unenforceable, the remaining part shall nevertheless be valid, enforceable, and carried into effect.
9. Waiver. The failure of any Party hereto to exercise the rights granted to them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
10. Applicable Law. This MOU will be governed and interpreted by the applicable laws of the State of Texas.
11. Public Records. Parties acknowledge and agree that UNT and ISD are subject to the Texas Public Information Act ("TPIA").
12. Force Majeure. Neither Party will be liable to the other Party or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
13. Dispute Resolution. To the extent that Chapter 2260, Texas Government Code, is applicable to this MOU and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties to resolve all disputes arising under this MOU. Claims and disputes associated with this MOU will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered.

[Signature Page Follows]

This MOU constitutes the entire agreement between the Parties and shall only be amended in accordance with Section D, Term, Amendment, and Termination.

Fort Worth Independent School District

Signed by: Audrey Thomas 8/20/2025
Authorized Official: Audrey Thomas Executive Director
Signature Printed Name and Title
Address: 215 NE 14th Street Fort Worth, TX 76164, 817-814-2800
Telephone(s): 0.00
E-Mail Address: audrey.thomas@fwisd.org

University of North Texas

Signed by: Janis Miller 8/21/2025
Authorized Official: Janis Miller Director, Research Contracting, GCA
Signature Printed Name and Title
Address: 1155 Union Circle #310979, Denton, Texas 76203
Telephone(s): _____
E-Mail Address: ResearchContracts@unt.edu

Fort Worth Independent School District

Signed by: Mohammed Choudhury 8/22/2025
Mohammed Choudhury
Deputy Superintendent of Curriculum and Instruction

Dr. Karen C. Molinar
Superintendent of Schools

The contents of the MOU were developed under grant number H421D220004 from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government. (Authority: 20 U.S.C. §§ 1221e-3 and 3474).

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

**TOPIC: APPROVE RATIFICATION FOR THE MEMORANDUM OF UNDERSTANDING
FOR JUVENILE SERVICES FOR THE 2025-2026 SCHOOL YEAR**

EXECUTIVE SUMMARY:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Lynn W. Ross Juvenile Detention Center is a residential facility for delinquent youth located within Fort Worth ISD and operated by the Tarrant County Juvenile Department, an agency of the county of Tarrant that provides 24-hour care, control, custody for students between the ages of ten and seventeen years of age. FWISD funds six full-time equivalent teacher positions for the location.

RECOMMENDATION:

Approve Ratification for the Memorandum of Understanding for Juvenile Services for the 2025-2026 School Year.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

Tarrant County Juvenile Services – Lynn W. Ross Juvenile Detention Center

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

Student Discipline and Placement
District Wide

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of the 1st day of July 2025 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and Tarrant County, a political subdivision of the State of Texas (the “County”), acting through Tarrant County Juvenile Services (herein also “TCJS”) operating the Lynn W. Ross Juvenile Detention Center (herein also the “Facility”), at 2701 Kimbo Road, Fort Worth, Texas, 76111, whose principal place of business is located within Tarrant County, Texas. (hereinafter the “Facility”).

WHEREAS, this MOU is between the District and the County; and,

WHEREAS, this MOU has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

WHEREAS, the Texas Education Agency in the school year 2025-2026 Standard Application System (“SAS”) which includes the program(s) listed in the second paragraph, requests the date of a written agreement; and,

WHEREAS, Special Education is not included in the SAS; and,

WHEREAS, the District will provide support to TCJS and to students detained or previously detained in the Facility from Elementary and Secondary Education Act (ESEA) Title I. Part D., Subpart 2, through negotiated participation in educational and other activities; and,

WHEREAS, TCJS will make available an October caseload count of children and youth being detained in the Facility (or does caseload count mean something else?) to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and TCJS as follows:

TERMS AND CONDITIONS:

Term

The term of this MOU (the “Term”) is for the District’s 2026 Fiscal Year, which is from July 1, 2025, through June 30, 2026, unless earlier terminated by either party upon thirty (30) days written notice. The term of this MOU may be further extended by mutual written agreement signed by the parties.

Description of Professional Services

Scope of services:

- District will use District funds to carry out high-quality education programs that prepare children and youth in the Facility to complete high school, enter training or employment programs, or further their education.
- District will provide activities that facilitate the transition of such children and youth from the correctional program in the Facility to further education and/or employment.

- District will operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from the Facility or other correctional facilities.
- District will provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are at-risk of academic failure, have a drug or alcohol problem, are pregnant or are parent(s), have previously come into contact with the juvenile justice system, are at least one (1) year behind the expected grade level for the age of the individual, are migrant or an immigrant, have limited English proficiency, are gang member(s), have previously dropped out of school, or are chronically absent from school.
- District will coordinate health and social services (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) for children and youth who are at-risk if there is a likelihood that providing such services will help these children complete their education.
- District will provide special programs that meet the unique academic needs of at-risk children and youth, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education.
- District will provide mentoring and peer mediation programs to at-risk children and youth in the Facility.

Implementation of Services

- District will ensure, to the extent possible, that the educational programs in the Facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- District will notify the attended school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- District will provide, to the extent possible, transition assistance to help the child or youth in the Facility stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- District will provide support programs that encourage children and youth in the Facility who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment *or* to seek a secondary school diploma or its recognized equivalent;
- District will work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- District will ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards (what does "high" mean in this context?);
- District will use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the home school of the child or youth;
- District will involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;

- District will coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220), and vocational and technical educational funds;
- District will coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- District will work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Jeimie S. Rodriguez	817-814-2282

Other Terms and Conditions

The terms and conditions of this MOU will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this MOU that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

Non-discrimination

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

Public Information

This MOU is subject to the provisions of the Texas Public Information Act. Section 552 *et seq.* of the Texas Government Code.

Compliance with Laws

In providing the services required by this MOU, both parties must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Severability

If any provision of this MOU is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the MOU shall remain in full force and effect;

Captions

The captions to the paragraphs of this MOU are for the convenience of reference only, do not form a part of this MOU, and shall not affect its interpretation.

Entire Agreement

This MOU represents the entire agreement between the parties. No other promises or agreements have been made other than those in this MOU. This MOU supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this MOU their entire understanding of the requirements under this MOU. Each party acknowledges that it has read this MOU carefully, fully understands the meaning of the terms of this MOU, and is signing this MOU knowingly and voluntarily.

Notices

Every notice, approval, consent, or other communication authorized or required by this MOU shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to TCJS: Riley Shaw
Director and Chief Juvenile Probation Officer
Tarrant County Juvenile Services
2701 Kimbo Rd.
Fort Worth, Texas 76111

As to the District: Dr. Karen Calvert Molinar
Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

With a copy to: Jeimie S. Rodriguez
Grants and Development Interim Senior Officer
Federal Programs
Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

Sovereign Immunity

THIS MOU IS EXPRESSLY MADE SUBJECT TO EACH PARTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT EITHER PARTY HAS BY OPERATION OF LAW. NOTHING IN THIS MOU IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

Execution of Agreement

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this MOU and of signature pages by electronic transmission shall constitute effective execution and delivery of this MOU as to the parties and may be used in lieu of the original MOU for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date indicated above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Dr. Karen Calvert Molinar - Superintendent

Date: _____

Signed by:



8420C84586BB455...

Mr. Mohammed Choudhury, Deputy Superintendent

TARRANT COUNTY JUVENILE SERVICES



Name: Riley Shaw

Title: Director and Chief Juvenile Probation Officer

Date: 5-21-2025

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL;

APPROVED on this the ____ day of _____, 2025, by Commissioners Court Order Number _____.

**TARRANT COUNTY
STATE OF TEXAS**



Alex Kim
Juvenile Board Interim Chairman
2701 Kimbo Rd, Fort Worth, TX 76111

5/21/2025
Date

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge
APPROVED AS TO FORM:

Date


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE INTERLOCAL AGREEMENT FOR CAREER AND TECHNICAL EDUCATION HEALTH SCIENCE PROGRAM INSTRUCTIONAL SUPPORT

EXECUTIVE SUMMARY:

This agreement with the City of Fort Worth Fire Department supports work-based learning for FWISD Health Science students in the EMT program, providing essential clinical experience required for certification and career readiness. The need was identified through program planning to align with CTE goals and expand hands-on training opportunities. Monitoring will include student evaluations and site feedback to ensure quality and compliance. This is the initial signing of the contract, effective from November 1, 2025 to September 30, 2026, with the option for unlimited one-year renewals upon mutual written agreement.

Approval of this contract will enable FWISD Health Science students in the EMT program to participate in essential work-based learning experiences that fulfill certification requirements and enhance career readiness. It aligns with district CTE goals to provide hands-on, real-world training opportunities. The contract ensures structured clinical placements and includes monitoring measures to maintain program quality and compliance. Board approval is necessary to initiate the agreement and support student success in high-demand healthcare pathways.

RECOMMENDATION:

Approve Interlocal Agreement for Career and Technical Education Health Science Program

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

City of Fort Worth Fire Department

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

Health science programs at:

Trimble Tech High School
O.D. Wyatt High School
North Side High School
Texas Academy of Biomedical Sciences

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

CITY OF FORT WORTH CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”) is made between the City of Fort Worth (“Fort Worth”), a home-rule municipal corporation organized under the laws of the state of Texas, and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas (“School”). Fort Worth and School are each a “Party” and collectively the “Parties” to this Agreement.

WHEREAS, Fort Worth, by and through the Fort Worth Fire Department, provides regulated prehospital emergency medical services (“EMS”) and emergency ambulance transportation (“EMS System”) to the public within its jurisdiction and those jurisdictions that have executed an EMS Interlocal Agreement with Fort Worth;

WHEREAS, School has an EMS Program (“Program”) that provides its students (“Students” or “Student”) with academic and clinical experiences;

WHEREAS, School desires for Fort Worth, as a licensed EMS Provider, to provide the Students with suitable clinical experience consistent with School’s curriculum and assist with clinical teaching and supervision of Students in the Program;

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Fort Worth will cooperate with School to promote the success of the Program and provide clinical experiences for the Students;

NOW THEREFORE, known by all these present, Fort Worth and School, acting herein by, and through, their duly authorized representatives, agree to the following terms:

I. RESPONSIBILITIES OF SCHOOL

School shall:

- 1.1 Plan the educational activities for the Student's clinical experience at Fort Worth after consultation with and approval by Fort Worth’s Medical Director, or their designee (the “Medical Director”).
- 1.2 Provide qualified teachers from School to teach the pre-requisite core curriculum and support courses in the Program;
- 1.3 Provide administrative functions for each Student in the Program.
- 1.4 Provide a faculty member to be available for consultation at all times Students are at Fort Worth, and to supervise Students participating in the Program.
- 1.5 Instruct Students to abide by Fort Worth's patient care policies and guidelines. Information regarding Fort Worth's applicable policies and guidelines will be available at the time of student

orientation at Fort Worth.

1.6 If applicable, provide Fort Worth with the appropriate forms to be used in evaluating the performance of Students in the Program.

1.7 Require Students to comply with the regulatory and accreditation standards provided by Fort Worth at the time of student orientation at Fort Worth.

1.8 Ensure each student has current immunizations, including: Influenza, Hepatitis B, MMR, TDAP, Varicella (or titer), and provide Fort Worth proof if requested.

1.9 Confirm that Students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program, and provide evidence of such testing and the results to Fort Worth prior to commencement of the Program or upon request of Fort Worth thereafter.

1.10 Confirm Students have been instructed in Standard Precautions, as recommended and defined by the Centers for Disease Control and Prevention (CDC), and completed a Basic Life Support cardiopulmonary resuscitation course prior to the beginning of the Program and provide evidence of such confirmation to Fort Worth prior to commencement of the Program or upon request of Fort Worth thereafter.

1.11 Confirm that Students have been instructed in HIPAA privacy law standards and have successfully completed any training required by Fort Worth prior to participating in clinical experiences at Fort Worth.

1.12 Provide to Fort Worth, at least two (2) weeks prior to commencement of the Program, a letter outlining the needs of Students, days and hours Students will be on patient units or service areas, names of Students and supervising faculty members, length, and dates of clinical experience.

1.13 Consider promptly any complaints made by Fort Worth against a Student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by Fort Worth and provided to the designated Faculty member and/or other representative of School. The Medical Director, in their sole discretion, may require permanent withdrawal of any Student from Fort Worth at any time for cause.

1.14 Comply with Fort Worth's substance abuse policies, and, at Fort Worth's request, remove any Student or faculty member from the Program if there is reasonable suspicion that the Student or faculty member has violated Fort Worth's substance abuse policies.

1.15 Verify that a background evaluation, including a criminal background history in all fifty (50) states, has been performed on each Student, and verify that there are no negative findings for each Student prior to commencing any assignment at Fort Worth. For purposes of this Agreement, a criminal background history shall include any felony conviction within the last ten (10) years. For purposes of this Agreement, a background evaluation shall include the last ten (10) years and all counties (in Texas and outside of Texas) in which the Student has been a resident of or

employed in.

1.16 Ensure that each Student and faculty member at all times while at Fort Worth wears a name tag, badge, or other identifying label that clearly states the Student or faculty member's identity and the name of the School.

II. RESPONSIBILITIES OF FORT WORTH

Fort Worth shall:

- 2.1 Provide reasonable cooperation to promote the success of the Program.
- 2.2 Provide equipment and supplies that are necessary for clinical care by Fort Worth, unless otherwise specified in writing for a special requirement such as personal protective equipment.
- 2.3 Provide suitable clinical experience situations as prescribed by the curriculum provided by School.
- 2.4 Assist with clinical teaching and supervision of an agreed-upon number of Students in the Program.
- 2.5 Upon request by School, formally evaluate the performance of Students in the Program using the form provided by School;
- 2.6 Retain responsibility for patient care;
- 2.7 Reserve the right to determine the manner in which its equipment shall be operated;
- 2.8 To the extent allowed by law, assume no professional or financial liability for injury to Students or faculty except that which might occur as a member of the public, unless due to Fort Worth's sole negligence or gross misconduct; and
- 2.9 Provide access to acute emergency care at Student's expense in the event of an accident or injury to a student on Fort Worth's property.

III. RESPONSIBILITIES OF FORT WORTH AND SCHOOL

Fort Worth and School shall:

- 3.1 Agree upon the number of Students to be placed with Fort Worth for clinical rotations prior to the beginning of each School semester in which Students are assigned to and accepted by Fort Worth;
- 3.2 Agree on a schedule and provide an orientation of faculty and Students to Fort Worth and assigned units.

3.3 Comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

IV. TERM

4.1 This Agreement will be effective upon execution by Fort Worth's Assistant City Manager and will expire on September 30 of the next fiscal year of Fort Worth, unless terminated earlier in accordance with the terms and conditions of this Agreement. This Agreement may be renewed by the written, mutual agreement of the Parties for an unlimited number of one-year renewals, each a "Renewal Term."

V. TERMINATION

5.1 Convenience. Either Fort Worth or School may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

5.2 Breach. If either party commits a material breach of this Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed by the parties. If the breaching party fails to cure the breach within the stated period, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

5.3 Duties and Obligations of the Parties. Upon termination of this Agreement for any reason, School shall provide Fort Worth with copies of all completed or partially completed documents prepared under this Agreement. In the event that School has received access to Fort Worth information or data as a requirement to perform services hereunder, School shall return all Fort Worth provided data to Fort Worth in a machine-readable format or other format deemed acceptable to Fort Worth.

VI. HIPAA

6.1 It is the intent of the parties to comply fully with the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). The parties agree that protected health information (hereinafter referred to as "Protected Health Information" or "PHI") is subject to protection under HIPAA, and it is the intent of the parties to be in full compliance with, state and federal law, including applicable provisions of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH") its related regulations, and all applicable state privacy and security laws related to access of PHI by the Parties. To the extent that the services performed under this Agreement are determined to be performing a transaction subject to HIPAA or the HITECH Act, the Business Associate Agreement shall control.

6.2 To the extent applicable, each party shall implement and maintain such safeguards as are necessary to ensure that the PHI is not used or disclosed except as is provided in this Agreement and any referenced documents, including the Business Associate Agreement.

VII. STATUS OF STUDENTS

7.1 School and Fort Worth understand and agree that while faculty and Students are participating in the Program, faculty and students are not employees of Fort Worth. Accordingly, faculty and Students are not entitled to any of the rights or benefits established for Fort Worth's employees, such as salary, vacation, sick leave with pay, paid holidays, insurance, and/or workers' compensation coverage. Further, nothing herein shall be construed as creating a partnership or joint venture between School and Fort Worth, its officers, agents, employees, and subcontractors, and doctrine of respondeat superior has no application as between the School and Fort Worth.

VIII. INDEMNIFICATION

8.1 **[Reserved]**

8.2 **[Reserved]**

IX. NOTICE

9.1 Notices. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives; or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO FORT WORTH: City of Fort Worth Attn: Medical Director 100 Fort Worth Trail Fort Worth TX 76102 With Copy to the City Attorney at same address	TO SCHOOL: Fort Worth Independent School District Attn: Robert Wright 7060 Camp Bowie Blvd. Fort Worth, TX 76116 With Copy to the Office of Legal Services at the same address
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X. INSURANCE

[Reserved]

XI. GENERAL PROVISIONS

11.1 Governmental Powers. It is understood and agreed that by execution of this Agreement, Fort Worth and School do not waive or surrender any of their governmental powers or immunities.

11.2 No Waiver. The failure of Fort Worth or School to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a

waiver of Fort Worth's or School's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

11.3 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas, or the United States District Court for the Northern District of Texas, Fort Worth Division.

11.4 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.5 Force Majeure. Fort Worth and School shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party's performance, as soon as reasonably possible, as determined in the Fort Worth's discretion, after the occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 13 above.

11.6 Headings Not Controlling. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

11.7 Review of Counsel. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

11.8 Amendments. No amendment of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument and duly executed by an authorized representative of each party.

11.9 Entirety of Agreement. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between Fort Worth and School, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered.

11.11 Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

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

[Signature Page Follows]

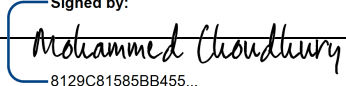
ACCEPTED AND AGREED:

FORT WORTH:

<p>By: _____ Name: _____ Title: Assistant City Manager Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette Goodall Title: City Secretary Date: _____</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Taylor Paris Title: Assistant City Attorney Date: _____</p> <p>CONTRACT AUTHORIZATION: M&C:</p>
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Fort Worth Independent School District:

<p>By: _____ Name: Dr. Karen Molinar Title: Superintendent Date: _____</p>	<p>Approved as to Form and Legality</p> <p>By: _____ Date: _____</p>
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Signed by: 
8129C81585BB455...
 By: Mohammed Choudhury
 Deputy Superintendent Date: 8/25/2025

**FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025**

TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FWISD AND THE CITY OF FORT WORTH TO PROVIDE JOB TRAINING FOR SPECIAL NEEDS STUDENTS

EXECUTIVE SUMMARY:

This Interlocal Agreement between the FWISD and the City of Fort Worth Parks and Recreation will create a successful, inclusive environment for community members and students with Intellectual or Developmental Disabilities (IDD) through; promotion of community connections, offering of social outreach, leadership development opportunities, planned events, engaging activities that support social outreach. This agreement has been active since 2021.

RECOMMENDATION:

Approve Interlocal Agreement Between FWISD and the City of Fort Worth to Provide Job Training for Special Needs Students

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

City of Fort Worth

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

District-Wide

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

**FIRST AMENDMENT AND FOURTH RENEWAL OF
CITY SECRETARY CONTRACT NO. 55995**

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

WHEREAS, on July 12, 2021, the City and FWISD entered into an Interlocal Agreement to provide opportunities for leadership development, community connection and employment for individuals with intellectual or developmental disabilities at various Community Centers throughout the City, the same being City Secretary Contract (“CSC”) Number 55995 (“Agreement”);

WHEREAS, the Agreement provides an initial one-year term (“Initial Term”) with ten (10) one-year renewal terms (each a “Renewal Term”);

WHEREAS, the Agreement expired on July 11, 2022;

WHEREAS, the Parties have continued to perform in accordance with the terms and conditions of the Agreement;

WHEREAS, the City and FWISD wish to amend the Agreement to revise the language for renewal terms;

WHEREAS, the Parties acknowledge that the First Renewal Term and Second Renewal Term were not exercised;

WHEREAS, it is the collective desire of the Parties to extend this Agreement through the Third Renewal Term; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Instructor agree to amend and renew and extend the Agreement as follows:

I.

Subsection 1.02, Section 1 of the Agreement “Term and Termination” is hereby amended to read as follows:

The Initial Term will renew automatically for ten (10) successive one-year terms under the same terms and conditions of this Agreement (each a “Renewal Term”), unless terminated by either Party;

II.

The Parties hereby agree to renew and extend the Agreement for an additional one-year period, effective July 12, 2023 and expiring on July 11, 2023.

III.

(1) All terms and conditions of the Agreement that are not expressly amended pursuant to this First Amendment and Third Renewal shall remain in full force and effect.

(2) All terms in this First Amendment and Third Renewal that are capitalized but not defined shall have the same meanings assigned to them in the Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment and Fourth Renewal in Tarrant County, Fort Worth, Texas.

CITY: By: _____ Name: Jesica McEachern Title: Assistant City Manager Date: _____	FWISD: By: _____ Name: Dr. Karen Molinar Title: Superintendent, Fort Worth ISD Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION By: _____ Name: Roxanne Martinez Title: Board President Date: _____ FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY By: _____ Name: Alexander Athanason Title: Staff Attorney Date: _____
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(Signature page continues below)

FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended: By: _____ Name: Dave Lewis Title: Deputy Director Park & Recreation Department By: _____ Name: Sandra Youngblood Title: Assistant Director Park & Recreation Department Approved as to Form and Legality: By: _____ Name: Trey Qualls Title: Assistant City Attorney Contract Authorization: M&C: 21-0490 Form 1295: N/A	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Kelli Pickard Title: Assistant Director Park & Recreation Department City Secretary: By: _____ Name: Jannette S. Goodall Title: City Secretary
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FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE CONTRACT EXTENSION FOR NEW ENGLISH I AND II INSTRUCTIONAL FRAMEWORK

EXECUTIVE SUMMARY:

The District entered into an agreement in May 2025 to implement the new Instructional Framework and Instructional Planning Calendars (IPCs) across all subjects and grade levels by providing professional learning to English I and II teachers, high school principals and assistant principals, high school literacy demonstration teachers, and the literacy department. This work is central to strengthening Tier 1 instruction and ensuring alignment with the district's adopted high-quality instructional materials (HQIM). This contract is set to expire October 1, 2025. The District seeks to extend the contract to continue the refinement of this work during the first year of implementation.

Approval of this agreement will continue to build the knowledge and skills to support and implement TEKS-aligned high-level instruction that includes comprehension first for text-based lessons using student-centered practices and student-facing task sheets.

RECOMMENDATION:

Approve Contract Extension for New English I and English II Instructional Framework

STRATEGIC PRIORITY:

1 - Student Academic Excellence

FUNDING SOURCE:

General Fund (196-199)

COST:

\$195,336.15	Previously Approved Amount
<u>\$ 99,670.50</u>	Additional Amount

\$295,006.65	Total Cost
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PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#:RFP 21-083-P

PROVIDER(S)/VENDOR(S):

Institute for Learning, University of Pittsburgh

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

All comprehensive high school campuses

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

**Writing of the Instructional Planning Calendar (IPC) & Professional Learning: Proposed
Scope of Work and Cost Summary**

Month	Description	IFL Fellows	Days	Rate	Cost
September	Complete 9 th & 10 th grade Unit 2 for 6 weeks of instruction	1	10*	\$3,600	\$36,000
September & October	Virtual orientation & support meetings with teacher IPC writers creating 9 th & 10 th grade Unit Three for 6 weeks of instruction	1	2	\$3,600	\$7,200
October	Virtual review of 9 th & 10 th grade Unit 3 lesson-by-lesson due 10/17/25	1	3	\$3,600	\$10,800
October 10, 2025	9 th & 10 th grade teacher in-person meetings: Teaching Lessons and Student-Centered Practices	2	1	\$6,250	\$12,500
November	Virtual review of 9 th & 10 th grade Unit 4 due 12/4/25	1	2	\$3,600	\$7,200
December & January 2026	Virtual review of 9 th & 10 th grade Unit. 5 due 2/3/26	1	2	\$3,600	\$7,200
TBD	In-person Learning Walk in 3 Schools	1	1	\$6,250	\$6,250
November – February 2026	Coaching online consultation hours for teacher IPC writers	1	2	\$3,000	\$6,000
IPC Support & Professional Learning					\$93,150
University Facilitation Coordination Fee					\$6,520.50
Total Cost					\$99,670.50

* 15 days are budgeted for this line item. 5 PD days remain on the existing contract that expires 9/30/25. These 5 days are being repurposed for the same line item during the month of September, leaving 10 additional days.

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: APPROVE 2025-2026 CAMPUS IMPROVEMENT PLANS (CIP)

EXECUTIVE SUMMARY:

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District and campuses' achievement goals.

Each CIP must:

- Include a review of the academic achievement for each student in the school.
- Set the campus performance objectives based on the student achievement indicator system and projections.
- Identify how the campus goals will be met for each student.
- Determine the resources needed to implement the plan.
- Identify staff needed to implement the plan.
- Set timelines for reaching these goals.
- Measure progress towards the performance objectives periodically to ensure that the plan is resulting in academic achievement.
- Include goals and methods for violence prevention, intervention, and increased attendance.
- Provide for a program to encourage parental involvement at the campus.

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

[Campus Improvement Plans by District](#)

RECOMMENDATION:

Approve 2025-2026 Campus Improvement Plans (CIP)

STRATEGIC PRIORITY:

1 - Student Academic Excellence

PROVIDER(S)/VENDOR(S):

Not Applicable

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

District-wide

INFORMATION SOURCE:

Dr. Priscila Dilley, Chief of Schools

FORT WORTH INDEPENDENT SCHOOL DISTRICT
CONSENT AGENDA ITEM
BOARD MEETING
September 23, 2025

TOPIC: APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT OFFICE OF ADULT EDUCATION FOR THE 2025-2026 ADULT EDUCATION PROGRAM.

EXECUTIVE SUMMARY:

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

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

The FWISD Office of Adult Education has built a plan to meet student learning targets within the funding provided by the grant. Estimated cost of the FWISD Adult Education program for the 2025-2026 is \$1,176,590.28, which will be reimbursed as a subcontractor through this agreement.

RECOMMENDATION:

Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District Office of Adult Education for the 2025-2026 Adult Education Program.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

PROVIDER(S)/VENDOR(S):

Workforce Solutions for Tarrant County

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

Adult Education Locations Throughout Tarrant County

INFORMATION SOURCE:

Dr. Priscila Dilley, Chief of Schools

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 25-SPC-AEL-004 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2025 To June 30, 2026

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$1,176,590.28

Funds Payable to Contractor:

AEL Combined Admin Funds \$645,665.10

AEL Combined Program Funds \$272,988.38

Funds Payable by Board on Behalf of Contractor: -0-

AEL Combined Student Training Costs \$257,936.80

Total Contract Amount **\$1,176,590.28**

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

Workforce Solutions for Tarrant County	Contractor:	Fort Worth Independent School District
Address: 1320 S. University Drive, Suite 600	Business Address:	7060 Camp Bowie Blvd Fort Worth, TX 76116
City: Fort Worth, Texas 76107	Mailing Address:	7060 Camp Bowie Blvd. Fort Worth, TX 76116
Contact: Mrs. Jauneen Maldonado	Contact:	Ms. Nydia Lewis
Phone: 817-804-4225	Phone:	817-815-7759
Fax: 817-222-6323	Fax:	
E-Mail: jauneen.maldonado@workforcesolutions.net	E-Mail:	nydia.lewis@fwisd.org

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

Table of Contents

Part A - General Contract Terms

Part B - Contract Budget and Budget Back-Up

Part C - Statement of Work

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

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


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

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

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**



Robert Sturns
Executive Director

Dr. Karen Molinar
Superintendent Fort Worth ISD

Date: 8/28/25

Date: _____

PART A
GENERAL CONTRACT TERMS

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 25-SPC-AEL-004

SECTION 1 - PARTIES TO CONTRACT

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

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2025 and shall terminate June 30, 2026 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$1,176,590.28.

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

SECTION 4 - LEGAL AUTHORITY

- 4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:
- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
 - The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
 - The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
 - Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
 - The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
 - Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.
- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of

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

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

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

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

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

SECTION 6 - BOARD PERFORMANCE

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

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

SECTION 7 – CONTRACTOR PERFORMANCE

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

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

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

SECTION 8 - INDEPENDENT CONTRACTOR

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

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

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

SECTION 9 - CONTRACT LIABILITIES

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

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

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

10.2 Financial Management Requirements

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

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

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

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

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

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

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

10.3 Limitation on Liability

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

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

10.4 Expenditure Rates/De-obligation of Funding

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

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
- 11.1.1 Any specific term or condition within this Contract,
- 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor

under the Uniform Grant Management Standards (UGMS),

11.1.3 The TWC Financial Manual for Grants and Contracts, and

11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.

11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.

11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:

11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.

11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.

11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

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

12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION, ACCESSIBILITY, AND SECURITY OF RECORDS

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

13.2 Such rights to access shall continue as long as the Contractor retains the records.

13.3 Such rights of access and examination are granted to, as applicable,:

13.3.1 The United States Department of Labor,

13.3.2 The United States Department of Health and Human Services,

13.3.3 The United States Department of Education,

13.3.4 The United States Department of Agriculture,

13.3.5 The Comptroller General of the United States,

13.3.6 The General Accounting Office,

13.3.7 The Auditor of the State of Texas,

13.3.8 TWC,

13.3.9 Other state and federal auditing agencies, or

13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.

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

compliant with Federal Information Processing Standards (FIPS), and or National Institute of Standards and Technology (NIST) standards.

13.7.7 Data Security/Privacy Incidents

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

13.7.8 Staff Accountability

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

13.7.9 Sanctions and Remedies

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

SECTION 14 - CHANGES AND AMENDMENTS

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

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
 - 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.

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

as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

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

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

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

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

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

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

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss,

unreasonable deterioration or theft.

17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.

17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

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

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

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

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

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

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

17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.

17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.

19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.

19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

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

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

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

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.

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

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

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

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

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

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

- 21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:
- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
 - b. Professional licensing requirements, when applicable; and
 - c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.
- 21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and
- 21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

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

21.2.1 Matters Subject to Disclosure:

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

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

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

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

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

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

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

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

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

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

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

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

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

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

SECTION 24 - NON-ASSIGNMENT

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

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits

required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

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

26.3 Performance Sanctions

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

26.4 Financial Related

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method of payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.

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

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

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

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on

Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.

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

SECTION 29 - DEBARMENT CLAUSE

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

SECTION 30 - DRUG FREE WORKPLACE

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

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

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

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

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

SECTION 33 - DEFINITION OF TERMS

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

SECTION 34 – PROGRAM INCOME

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

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

SECTION 35 – DUPLICATE FUNDING/PELL GRANT REDUCTIONS

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

SECTION 36 – MAINTENANCE OF EFFORT

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

SECTION 37 – COMPLAINTS

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

SECTION 38 – BONDING AND INSURANCE

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

38.1 Contractor Bonding Requirements

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

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

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

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

38.2.2 Fire and Extended Coverage Insurance

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

38.2.3 Public Liability and Property Damage Insurance

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

38.2.4 Workers' Compensation Insurance

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

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

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

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

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

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

39.2 Environmental Compliance

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

39.3 Force Majeure

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

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

39.4 Rights to Appeal

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

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

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

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

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

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas,

excluding its choice of law rules.

39.6 Severability

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

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

39.7 Order of Precedence

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

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

39.8 Notification

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

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

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

with a copy to: Fort Worth Independent School District
Office of Legal Services
Attn: General Counsel
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

Section 40 - Other Conditions of The Award

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

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

APPROVED:

TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD



Robert Sturns
Executive Director

Date: 8/28/25

FORT WORTH INDEPENDENT SCHOOL
DISTRICT

Dr. Karen Molinar
Superintendent Fort Worth ISD

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 25 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A)	(B) Admin	(C) Program	(D) (B + C) Total Budget
COST CATEGORY/LINE ITEM			
Part I: Costs reimbursable to contract			
I. PERSONNEL - 6100			
Salaries	445,477.38	197,856.54	643,333.92
Fringe Benefits @ 18% of Salaries	97,787.72	43,431.84	141,219.56
Pooled Staff Wages			
Pooled Staff Fringe			
Other (Specify)			
Personnel Subtotal	543,265.10	241,288.38	784,553.48
II. Professional and Contracted Services - 6200			
Professional Services			
Partner Services			
PD Services			
Consultant Fees			
Utilities			
Mobile phone/wireless services	68,000.00		68,000.00
Rent/Lease (Data Max/PODS)	12,500.00		12,500.00
FWISD maintenance/printing/doc shredding	1,500.00		1,500.00
Professional and Contracted Services Subtotal	82,000.00	-	82,000.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	500.00	5,000.00	5,500.00
Technology, Furniture, Supplies	500.00	500.00	1,000.00
Textbooks/Reading Materials		1,200.00	1,200.00
Postage			
Printing under 6200			
Computer Hardware			
Testing Materials		15,000.00	15,000.00
Software Purchases			
Fuel for program van	900.00		900.00
Furniture			
Software Usage Fees			
Operations Subtotal	1,900.00	21,700.00	23,600.00
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	3,500.00		3,500.00
Staff Travel	15,000.00	10,000.00	25,000.00
Indirect Costs			
Other Operating Expenses Subtotal	18,500.00	10,000.00	28,500.00
Costs Reimbursable to Contractor Subtotal	645,665.10	272,988.38	918,653.48
Part II: Cost Payable by Board on Behalf of Contractor			
Student Training Cost (payable by Board on behalf of Contractor)		257,936.80	257,936.80
Training Equipment and support services cost (Payable by Board)			
GRAND TOTAL	645,665.10	530,925.18	1,176,590.28

Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet

Part I: Cost Reimbursable to Contract

I. PERSONNEL - 6100

Personnel Subtotal

II. Professional and Contracted Services - 6200

- 1 6249 Maintenance
- 2 6259 T-Mobile
- 3 6269 Data max
- 4 6269 Lease of PODS
- 5 6299 Contract Service - Printing/Doc Destruction

Professional and Contracted Subtotal

III. Supplies and Materials - 6300

- 1 6311 Fuel
- 2 6321/6329 Textbooks & Reading Materials
- 3 6329 Software licenses
- 4 6339 Testing seat activation CASAS
- 5 6399 Technology, Furniture, Supplies

Operations Subtotal

IV. Other Operating Expenses - 6400

- 1 6411 Staff Mileage Reimbursement
- 2 6411 Travel
- 3 6495 Dues
- 4 enter line item name
- 5 enter line item name

Other Operating Expenses Subtotal

Part II: Cost Payable by Board on Behalf of

Contractor

- 1 Student Training
- Training Equipment and Support Services

Training Subtotal

COMBINED TOTAL

Admin		Program	
AEL Combined	ELCivics	AEL Combined	ELCivics
Total		Total	

543,265.10		241,288.38	241,288.38
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500.00			
68,000.00			
5,000.00			
7,500.00			
1,000.00			
82,000.00		-	-

900.00			
		1,200.00	1,200.00
		15,000.00	15,000.00
1,000.00		5,500.00	5,500.00
1,900.00		21,700.00	21,700.00

3,500.00			
14,925.00		9,580.00	9,580.00
75.00		420.00	420.00
18,500.00		10,000.00	10,000.00

		257,936.80	257,936.80
18,500.00		257,936.80	257,936.80
645,665.10		530,925.18	530,925.18

Salary Detail

Contractor Name: _____ Fort Worth ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Director	Lewis, N	55.95	40	48	106,985.96
2	Administrative Assistant	Portales, M	28.10	40	48	53,737.22
3	Coordinator, Quality Assurance	Whisonant, A	35.56	40	48	67,984.86
4	Coordinator, Instructional	Keys, M	35.23	40	48	67,368.86
5	Coordinator, Career Pathway Navigator	Henton, P	35.56	40	48	67,984.86
6	Specialist Workforce Integration	Castro, K	28.40	40	48	54,309.68
7	Technician, TEAMS	Maldonado, J	23.51	40	48	44,942.22
8	Technician, TEAMS	Montez, L	21.28	40	48	40,695.22
9	Technician, TEAMS	Diaz Navarro, C	20.53	40	48	39,256.22
10						-
11						-
12						-
Program M & O Subtotal						543,265.10
Education Services						
1	PD/QA Lead	Phenix, T	25.00	40	25	25,000.00
2	Teachers	44 @ an average 6 hr/wk (450)	35.00	6	25	209,688.38
3	Staff Development	44 teachers @ 15 hours PD @ \$10/hr				6,600.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
Education Services Subtotal						241,288.38
Total						784,553.48

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

A. General Information

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

Address: N/A

Description: _____

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

Owned *a* Leased *a*

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

Yes *a* No *a*

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

B. Leased Facilities Information

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

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

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

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

\$ _____ per month

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

\$ _____ per month

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

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

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

Category	Line Item	Description	Amount
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Program Management and Operations

[illegible]

Education Services

[illegible]

PART C
STATEMENT OF WORK

FWISD 2025-2026 STATEMENT OF WORK

A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 65% student numbers are met by the proposed date of December 1, 2025.

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to offer the following services during the 2025-2026 academic year. These proposed services aim to address the diverse needs of adult learners in the Fort Worth community and empower them to achieve their academic, career, and personal aspirations.

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

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

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

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

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

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

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

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

Total Number of Students Served 951

- 751 Traditional
- 110 IET
- 90 Intensive

FWISD AEL will maintain its commitment to offering traditional ABE/ASE, ESL, IET, and Intensive services both in-person and remotely to students across Tarrant County. Efforts are underway to introduce two new workplace sites and broaden the Re-Entry class to meet our intensified objectives. Furthermore, we are refining our IET approach to leverage braided funding and extend support to more IET students in the upcoming 2025-2026 program year. Oversight and monitoring of these initiatives, aiming to achieve the 65% benchmark by December 31, 2025, will be managed by the Director and Performance Quality Assurance Coordinator. Our schedule now operates year-round, incorporating distance learning. Moreover, we have established and enacted standard operating procedures to ensure the accurate, systematic, and timely collection and input of data into the TEAMS system.

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

The Director, Professional Development Coordinator, Instructional Coach, and Mentoring Team are committed to providing PD opportunities aimed at ensuring instructors employ innovative instructional strategies, including remote learning, distance learning, project-based, and cooperative learning. Instructors are encouraged to seamlessly integrate technology into their classrooms to enhance student learning, expedite concept mastery, and elevate overall student achievement. Collaborating closely, Career Navigators, Follow-up Specialists, Teacher Facilitators, Teachers, and Data Specialists ensure that IET documentation is promptly submitted and accurately captured in TEAMS as per grant requirements.

Our objective is to integrate the Academy Model into IET classes starting August 2025. Upon completing their initial round of basic ABE/ASE or ESL classes, Career Navigators guide students through ongoing career counseling and assist in enrolling them in various IET classes or postsecondary education, including universities and colleges.

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

Instructors are encouraged to participate in engaging and innovative professional development opportunities that align with and reinforce the instructional strategies expected in their classrooms, ultimately enhancing their effectiveness. Lesson plans are designed to be engaging, support literacy development and career skills, and are regularly monitored by AEL staff throughout the program year.

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

We've adopted a trimester schedule to facilitate program delivery throughout the fall, spring, and summer terms, ensuring flexibility with year-round availability of distance learning, remote, and in-person classes.

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

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

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

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

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

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

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

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

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

The Fort Worth ISD AEL program has successfully staffed all necessary positions with committed professionals.

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

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

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

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

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

FWISD Adult Education program strategically offers educational opportunities, career counseling, and training in collaboration with a network of community partners, including higher education institutions and local businesses in high-demand industries across Tarrant County. The FWISD Adult Education program will systematically promote, recruit, and assist program participants from intake to completion, aiming to enhance their economic, developmental, and educational prospects.

B. Program Objectives

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

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

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

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

C. Organization Capability/Demonstrated Effectiveness

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

2022-2023 Performance

Our 2022-2023 school year was a period of continued success, with our Integrated Education and Training (IETs) career training goals surpassed. We successfully implemented the new state assessment, CASAS, which streamlined our assessment process. In a significant step forward, we introduced the first HSE Fast-track class for advanced students, enabling them to expedite their exam preparation. The Fort Worth ISD program's impactful work and the resources we offer garnered positive attention from local news outlets.

2023-2024 Performance

We carried this momentum into the 2023-2024 school year, marking notable achievements for our Adult Education and Literacy students. A Fort Worth ISD student was recognized as a Texas AEL Scholar of the Year recipient, demonstrating our commitment to student success. We met and exceeded our IET targets and achieved our traditional and EI Civics targets. While we attained 90% of our Intensive targets, we also saw an increase in MSG attainments and over 80% of our students obtained post-tests.

2024-2025 Performance

While we over-served in our Traditional and EI Civics programs during the 2024-2025 school year, we acknowledge that we missed our IET numbers by 6 and our Intensives by 15. We are committed to working harder this year to reach all our targets. Our strategy includes implementing targeted registration, a renewed focus on filling IET and Intensive programs, and enhanced collaboration with new workplaces and training partners.

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

The Program Director is a seasoned education professional with a wealth of experience in program and systems management, budget development and oversight, and supervision. With 7 years in her current role and over 17 years of supervisory experience, she brings a deep understanding of effective leadership. Prior to her directorship, she spent several years as a full-time adult education teacher, specializing in ABE/ASE and ESL classrooms. Holding a master's degree in Educational Leadership, she combines academic expertise with practical teaching experience.

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

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

The instructional Design Lead applies years of experience in the classroom and curriculum development to her work. Holding a master's degree, she possesses strong organizational skills and has a history of successfully training and developing staff.

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

The Data Lead has dedicated 14 years to FWISD's Adult Education program, leveraging his expertise to oversee the TEAMS entry staff. His leadership has been instrumental in implementing revised models to ensure accurate and timely weekly data entry. The Data Team consists of three full-time Specialists responsible for entering precise student data into TEAMS.

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

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

The Quality Assurance and Professional Development Lead is a dynamic, combined leadership role responsible for driving excellence across the organization. We have an experienced professional with a bachelor's degree to oversee two critical functions: quality assurance and professional development. She monitors, enforces, and improves policy compliance while also creating and managing training and growth opportunities for instructors.

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

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

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

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

D. Financial Management/Cost Effectiveness

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

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

- **Be reasonable and necessary:**

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

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

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

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

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

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

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

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

To efficiently manage federal grant information, the financial management system Munis will be utilized for storage, maintenance, and reporting. Access to this data will be restricted to authorized individuals in line with the district's Data Security and Access policies. Additionally, all federal grant records will be

retained for a period of seven years according to the district's Local Records Retention Plan.

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

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

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

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

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

PART D

SPECIAL FEDERAL AWARD TERMS & CONDITIONS

SPECIAL FEDERAL AWARD TERMS AND CONDITIONS
ADULT EDUCATION AND FAMILY LITERACY ACT
Program Year 2025

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

A. Availability of Federal Award Terms

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

B. Definitions

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

C. Order of Precedence

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

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

D. Fund Use

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

E. Audits

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

F. Changes in Micro-purchase and Simplified Acquisition

Thresholds

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

G. Closeout Requirements

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

H. Program Income

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

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

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

I. Publicity

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

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

J. Requirements for Conference and Conference Space

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

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

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

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

8. Subawards

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

K. Procurement

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

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

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

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

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

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

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

L. Telecommunications

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

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

(1) Procure or obtain;

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

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

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

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

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

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

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

(d) See also 2 C.F.R. § 200.471.

M. Public Policy

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

2. Drug-Free Workplace. The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

3. Executive Orders.

a. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

b. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

c. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to the Federal Government's interagency website on Limited English Proficiency at <http://www.lep.gov>.

d. Text Messaging While Driving (EO 13513). Pursuant to EO 13513, "Federal Leadership on Reducing Text Messaging While Driving", dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, or

government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of EO 13513.

e. The Build American, Buy American Act (BABAA). BABAA was enacted as part of the Infrastructure Investments and Jobs Act, Public Law 117-58 and requires compliance with domestic content procurement preference requirements established in Section 70914 for federal financial assistance projects for infrastructure. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under and award to be domestically manufactured. Covered activities include the construction, alteration, maintenance or repair of public infrastructure, including buildings and real property. See OMB Memorandum M-22-11.

4. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

5. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

6. Prohibition on Trafficking in Persons. Grantee shall comply with 2 C.F.R. § 175. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii. are revised to read as follows: "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85." Under this condition, TWC may terminate a grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

PART E
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

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

The undersigned certifies that:

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

Debarment, Suspension, and Other Responsibility Matters

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

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

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

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

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

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

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

Certification

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

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

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

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

Signature Date

Typed or Printed Name and Title of Authorized Representative

Organization

Address

City, State, Zip Code

APPENDIX A

DATA HANDLING AND INCIDENT REPORTING GUIDE

Terminology

The state and federal policies, standards, and laws that govern Workforce Solutions for Tarrant County's (WSTC's) business activities use a variety of terms to describe information that must be protected (see [TWC's Cybersecurity Awareness Training](#) for a more detailed breakdown). Personally Identifiable Information (PII) and Sensitive Personal Information (SPI) are defined below for clarity.

In addition to PII and SPI, the data handling guidelines in this document also apply to other sensitive information that may not identify individuals but still must be protected. Examples of "other sensitive information" include WSTC's internal IP addresses, equipment serial numbers, and investigation notes.

Any reference to PII throughout this document and the IT Policies and Procedures Manual should be interpreted to include PII, SPI, and other sensitive information. If you have any questions or concerns regarding data handling procedures, ask your supervisor or email privacy@workforcesolutions.net.

Personally Identifiable Information (PII)

PII is any information that identifies an individual, directly or indirectly. Due to the broad nature of this definition, some PII may be publicly available and not designated as sensitive or confidential under federal or state law. **However, WSTC Users are still contractually and ethically obligated to handle this information with caution.**

Examples of Publicly Available PII:

- Names, addresses, telephone numbers, and places of work on a business card
- Names, addresses, and telephone numbers in a public phone directory
- List of agency employee names

Sensitive Personal Information (SPI)

Sensitive Personal Information is a subset of Personally Identifiable Information, which if lost, compromised, or disclosed without authorization, could result in substantial harm to an individual. Therefore, **Sensitive Personal Information** requires stricter handling guidelines because of the increased risk to an individual if the data is compromised.

Some categories of PII are considered **SPI** as stand-alone data elements. **The most common example is a Social Security Number (SSN).** Other categories of PII are considered **SPI** when used in combination with other identifying information, such as an individual's first initial and last name – J. Smith. **For further information regarding SPI, see [TWC's Sensitive Personal Information Training](#).**

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

What is Personally Identifiable Information (PII)? PII includes: Name, email, address, phone number	
Sensitive Personal Information (SPI) includes:	
If Stand-Alone:	If paired with another identifier:
• Social Security Number	• Citizenship or immigration status
• Driver's License Number	• Employee or personnel records
• Alien verification number	• Account passwords
• Financial account number	• Last 4 digits of SSN
• Passport number	• Date of birth
• Biometric identifiers (fingerprint, voice print)	• Criminal History
	• Mother's maiden name
	• Educational information
	• Medical information, including disability-related information

When approaching security of PII, keep three guiding principles in mind:

- 1) Protect other people's PII the way you would want your PII protected.
- 2) Context matters. A list of public meeting attendees is not SPI, but a list of program participants is SPI.
- 3) When in doubt, always protect PII.

Physical Security

- All WSTC-managed facilities must be security guarded or other perimeter security controls.
- All WSTC-managed facilities must track visitor/guest access with a sign in/out log.
- Visitors at WSTC-managed facility must wear a WSTC-issued visitor badge.
- All guests visiting non-public areas must be escorted at all times.
- At least 2 barriers of protection for PII (see page 3) must be maintained at all facilities used by WSTC Users.
- **Any equipment used to access PII, such as access badges, keys, or telecommunications devices used for authentication purposes, must be protected the same as PII and secured using the two-barrier minimum standard.**
- When possible, shred documents that include PII and other sensitive information after use.
- Store documents containing PII in a locked location when not actively in use.
- Never leave documents that include PII and other sensitive information in plain view.

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

PII BARRIER EXPECTATIONS (Minimum 2 required)			
Area	During Hours of Operation	After Hours	Additional Barrier
Restricted*	Staff serves as an escort to all visitors and monitors visitor activity	Locked building, security guard	Out of plain sight
Secured	Authorized staff only	Locked building, security guard	Locked; access control
Public	Staff monitored	Locked building, security guard	Locked; staff distributes documents with PII to customers

*As identified by signage such as "Employees Only"

Electronic Security

- Only WSTC-approved equipment/systems may be used to send, receive, process, access, and store PII and other sensitive information.
- Do not share passwords or any data or equipment used for authentication and identification purposes.
- Lock or log off of computers when leaving them unattended, no matter for how short a time.
- Files containing PII may be stored in shared network access drives ("shared drives") only if access is restricted to those with a need to know through permission settings or passwords.
- PII downloaded to or maintained on mobile/portable devices must be encrypted.
- Encryption software must be FIPS 140-2 compliant and meet NIST-validated cryptographic standards. ***Ask the IT Department if you're not sure if your encryption method meets this standard.***

Proximity Awareness

When PII is handled, processed, transmitted, and/or stored, **users** must limit the potential for unauthorized disclosure. **Users** in all areas, whether in restricted or unrestricted areas, should protect against "shoulder surfing," eavesdropping, or overhearing by anyone without a need to know the PII.

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

Emailing

- Email PII only to authorized individuals with a legitimate need to access said information.
- Avoid unnecessary forwarding and/or copying of emailed PII.
- **Sensitive Personal Information, such as Social Security Numbers and Driver's Licenses, must not be emailed unless management determines that there is a strong business case for including that information and there is no reasonable alternative (e.g. TWIST ID).**
- PII and other sensitive information transmitted via email must be sent in an encrypted attachment or through e-mail software that encrypts the entire message and its attachments. Attachment passwords must be a minimum 8 characters, contain a mix of capital letters, lower case letters, numbers, and special characters and be provided to the recipient through a separate medium (e.g. in person, separate email thread, phone call).
- WSTC Users with workforcesolutions.net email addresses may securely send PII to other workforcesolutions.net email addresses as encryption is handled through IT-managed configuration of the email system. E-mails sent outside the WSTC domain must be manually encrypted by placing the 2 words *Encrypt This* in the subject line.
- Do not send PII in the subject line or body of an e-mail in clear text (not encrypted).
- Blind carbon copy (BCC) or WSTC-approved software must be used for emails containing multiple customer recipients.

Printing, Faxing and Scanning

- Do not print to an unattended printer unless physical access controls, such as private print, are used to prevent unauthorized access.
- Avoid unnecessary duplication of PII and other sensitive information.
- Minimize the time PII is left on printers and faxes.
- All faxes must be sent with a cover page including the recipient name and fax number and the sender name and fax number as well as a confidentiality statement at the bottom of the page.
- When faxing PII, the recipient must be alerted prior to sending.
- Machines programmed to receive faxes must be in secured or restricted areas.
- Fax transmission errors for faxes containing PII should be reported as a possible security/privacy incident.

Mailing

- Mailed PII materials must be enclosed in an opaque container to hide identifying information other than name and address.
- Use the U.S. Postal Service's first-class mail, priority mail, or an accountable commercial delivery service. Package tracking services must be used for mailed PII.
- Double-wrapping or double-boxing of mailed PII is recommended.
- Electronic devices and/or media must be encrypted prior to mailing.

Workforce Solutions for Tarrant County

Data Handling & Incident Reporting Guide

Phone Transmission

- Do not leave PII on voicemail and do not request that PII be left on your voicemail.
- Do not send PII via text/SMS message or instant message and do not request PII via IM or text.
- Discuss PII only in a secure location where information cannot be overheard by unauthorized individuals.
- Do not release PII over the phone except to the customer whose data it is, and then only after the customer provides enough information to establish their identity.

Traveling, Transporting, and Storage in Vehicles

- Transported PII must remain with the individual and kept from unauthorized disclosure.
- Only authorized WSTC Users designated by management may transport PII.
- All PII removed from an office must be documented. A transmittal form that incorporates a sign-out/sign-in protocol or other chain of custody logging method must be created and implemented.
- Laptops, mobile devices, portable storage devices, and files containing PII must not be left in vehicles unattended for significant periods of time. If PII must be left for a short period of time, the PII must be placed in the trunk, if available, or out of plain sight. The vehicle must be locked.
- Transported PII must be removed and secured upon arrival at the intended destination.

Disposal/Destruction

- PII and other sensitive information, in electronic and paper form, must be destroyed in accordance with TWC guidelines at the end of WSTC's retention policy period.
- Printed PII must be destroyed using a cross-cut shredder or transferred to a WSTC-approved shred vendor for final disposal.
- Shredded material or material awaiting transfer to a shred vendor must be stored in an opaque container in a secure or restricted location (e.g. locked shred bin) in preparation for permanent destruction.
- WSTC-approved shred/disposal vendors must be used.
- Do not use recycle bins for disposing of PII and other sensitive information.
 - Computer drives, mobile devices, and other electronic storage devices containing PII must be wiped utilizing [NIST 800-88](#) approved methods prior to being reissued or when they are designated for disposal. ***Ask the IT Department if you're not sure if your disposal/destruction method meets this standard.***

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

Telecommuters

- PII, in either paper or electronic format, must not be taken home or to any non-WSTC approved worksite, unless required to conduct WSTC business and appropriately secured (e.g. locked home office, file cabinet, drawer, or hotel safe).
- **Use of a personally-owned computer to connect to WSTC networks must be preauthorized.**
- Personally-owned computers or email accounts must not be used to download, save, store, or host PII.
- Personally-owned printers must not be used to print, copy, scan, or fax PII.
- Screen shots or other personal storage of PII is forbidden, including Dropbox, Google Docs, and Evernote.
- **VPN access is only authorized on IT-approved equipment.**
- It is the responsibility of users with telecommuting privileges to ensure that unauthorized users are not allowed access to WSTC systems, equipment, applications, or accounts.

Suspicious Emails

WSTC Users should handle unsolicited or suspicious emails with extreme caution. If a suspicious email is received, users must take the following action:

1. **Do NOT click on any links;**
2. **Do NOT open any attachments;**
3. **Do NOT respond to the email;**
4. **Do NOT forward the email to anyone;**
5. **Take a screen shot of the suspicious email, including the To, From, Subject, and Body of the email;**
6. **Send the SCREEN SHOT ONLY to cs@workforcesolutions.net for review; and**
7. **Highlight the email in your message list; then press the Shift and Delete keys simultaneously. This action will permanently delete the email from your account.**

Security/Privacy Incidents

WSTC defines a privacy incident as the suspected or confirmed threat of unauthorized access, use, acquisition, disclosure, modification, or destruction of WSTC's Information Resources and/or PII and other sensitive information. Examples of security/privacy incidents include:

- Computer system and/or network intrusion;
- Computer virus or other malware detection;
- Suspected or actual breaches, compromises, or other unauthorized access to WSTC systems, equipment, applications, or accounts;
- Unauthorized changes to computers or software;

Workforce Solutions for Tarrant County Data Handling & Incident Reporting Guide

- Loss or theft of WSTC-issued computer equipment, mobile devices, removable media, or other data storage devices and media;
- Loss or theft of any personally-owned mobile device **or other equipment** used for business **purposes**;
- Loss or theft of personnel or customer files/paperwork; or
- Inappropriate or improper usage of WSTC Information Resources and/or PII and other sensitive information.

All WSTC Users are required to perform the following related to a security/privacy incident:

- At the time of discovery, secure affected equipment, systems, and/or data from further compromise.
- Notify your supervisor/manager AND the Chief Security Officer (817-413-4499 **or through Incident Form on the IT Hub**) immediately upon incident discovery.
- Cooperate with the Chief Security Officer and other designated IT security staff by completing an Incident Report and maintaining records about the incident.
- Do not engage in gossip regarding an ongoing incident investigation. Discuss the incident only with IT security staff and those with a legitimate business need to know.
- Do not forward compromised information to anyone. If compromised information is needed as part of an investigation, IT security staff will provide instructions regarding transfer procedures.

Managers & Supervisors are required to perform the following related to a security/privacy incident:

- Ensure **users** timely report incidents to the board Chief Security Officer (817-413-4499).
- Ensure **users** timely complete incident documentation.
- Assist IT security staff as needed with any incident investigation and fact-finding activities.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

**TOPIC: APPROVE THE APPLICATION FOR THE WAIVER OF THE 2025-2026
REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION**

EXECUTIVE SUMMARY:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades prekindergarten (PK) through Grade Four meet the requirements of the TEC 25.112. If the review indicates any class for grades PK-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112 (d). A district seeking an exemption must notify the commissioner and apply for the exemption not later than the later of (1) October 1; or 2) the 30th day after the first school day the district exceeds the limit. An exception request must be approved by the school District's Board of Trustees.

RECOMMENDATION:

Approve the application for the Waiver of the 2025-2026 Request for Maximum Class Size Exception

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Schools as of September 9, 2025: 142 classrooms in 54 schools.

103 Benbrook ES	154 Mary Louise Phillips ES
105 West Handley ES	157 Luella Merrett ES
107 Burton Hill ES	160 Maudrie Walton ES
110 Carroll Peak ES	161 Sam Rosen ES
111 Carter Park ES	162 Sagamore Hill ES
114 Manuel Jara ES	163 Bruce Shulkey ES
115 George C Clarke ES	165 Richard J Wilson ES
118 Hazel Harvey Peace ES	166 South Hi Mount ES
119 Daggett ES	167 South Hills ES
121 De Zavala ES	169 Sunrise Mc Millan ES
122 Diamond Hill ES	172 WJ Turner ES
124 Maude I Logan ES	175 Washington Heights ES
126 East Handley	176 Waverly Park ES

127 Dolores Huerta ES
129 John T White ES
130 Harlean Beal ES
132 Glen Park ES
133 WM Green ES
138 HV Helbing ES
139 Milton Kirkpatrick ES
141 Meadowbrook ES
143 D McRae ES
144 Mitchell Blvd ES
146 MH Moore ES
147 Morningside ES
152 Oaklawn ES
153 AM Pate ES

177 Westcliff ES
178 Westcreek ES
180 Western Hills ES (2-5)
184 Worth Heights ES
186 David K Sellars ES
188 Atwood McDonald ES
206 Bill J Elliott ES
208 TA Sims ES
209 Edward J Briscoe ES
216 Woodway ES
219 Lowery Road ES
221 Western Hills Primary
226 Seminary Hills ES
229 Overton Park ES

INFORMATION SOURCE:

Woodrow Bailey, Chief Talent Management

FORT WORTH INDEPENDENT SCHOOL DISTRICT

**CONSENT AGENDA
BOARD MEETING ITEM
September 23, 2025**

TOPIC: APPROVE EMPLOYEE ONLINE EVALUATION MANAGEMENT SYSTEM

EXECUTIVE SUMMARY:

This proposal outlines the benefits of purchasing Employee Evaluations for Fort Worth Independent School District (FWISD). The system aligns with FWISD's Strategic Plan, specifically Priority 3 (Employee Effectiveness and Retention) and Priority 4 (Operational Alignment and Efficiency). Employee Evaluations is an add-on to our existing Enterprise Resource Planning (ERP) software, which ensures employee data and records are integrated. This integration will assist in operational efficiency, allow for effective compliance monitoring, streamline the evaluation process from goal-setting to assessment, improve customer service, and provide analytics and reports to measure employee effectiveness. Employee performance evaluations are overseen by the Employee Performance & Evaluation Department in Talent Management.

Moving from an antiquated paper system to Employee Evaluations will provide a one-stop location for supervisors, making it easier to conduct growth-based evaluations. Additionally, the transition significantly reduces the workload on a small work team responsible for processing and archiving evaluations, allowing the team to focus on more strategic tasks rather than administrative duties. The contract is annually renewed beginning in October 2025 and continuing until October 2027.

RECOMMENDATION:

Approve Employee Online Evaluation Management System

STRATEGIC PRIORITY:

3 - Employee Effectiveness and Retention

FUNDING SOURCE:

General Fund (196-199)

COST:

\$466,707.40

10/01/2025-9/30/2026: \$166,152.90

10/01/2026-9/30/2027: \$150,277.27

10/01/2027-9/30/2028: \$150,277.27

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#:
759-25

PROVIDER(S)/VENDOR(S):

Frontline Education

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

District-Wide

INFORMATION SOURCE:

Woodrow Bailey, Chief Talent Management



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/12/2025

Customer:	Order Form Details:
Fort Worth Independent School District 7060 Camp Bowie Blvd Fort Worth, Texas, 76116 United States	Pricing Expiration: 10/01/2025 Quote Currency: USD Account Manager: Jaclyn Harvey
Contact: Woodrow Bailey Title: Chief Talent Officer Phone: (817) 871-2000 Email: woodrow.bailey@fwisd.org	Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Frequency: Annual Sale Type: New Initial Term: 10/01/2025 – 9/30/2028

Pricing Overview	Amount
One-Time Fees	\$15,875.62
Annual Recurring Fees	\$150,277.27

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$15,301.80	\$15,301.80
Custom Virtual Session - Employee Evaluation Mgmt	1	\$573.82	\$573.82

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Employee Evaluation Management, unlimited usage for internal employees	10/01/2025	9/30/2026	\$150,277.27
Employee Evaluation Management, unlimited usage for internal employees	10/01/2026	9/30/2027	\$150,277.27
Employee Evaluation Management, unlimited usage for internal employees	10/01/2027	9/30/2028	\$150,277.27

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/12/2025

Additional Order Form Information**Special Instructions and Additional Terms**

This Order is made subject to BuyBoard Contract #759-25.

This order form is governed by the May 30, 2024 Contractor / Consultant Software and Service Contract and the Addendum. Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: Your order may be eligible for a tax exemption. Please ensure we have the most recent tax exemption form on file. Please send your completed exemption form to salestax@frontlineed.com. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Professional Services Information

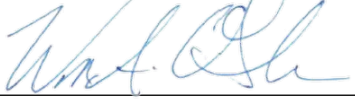
Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

09/12/2025

Invoicing Schedule	Due Date	Amount
Invoice: One Time	Upon Signing	\$15,875.62 + applicable sales tax
Frontline Implementation		\$15,301.80
Custom Virtual Session - Employee Evaluation Mgmt		\$573.82
Invoice: Annual		\$150,277.27 + applicable sales tax
Employee Evaluation Management, unlimited usage for internal employees		\$150,277.27
Employee Evaluation Management, unlimited usage for internal employees		\$150,277.27
Employee Evaluation Management, unlimited usage for internal employees		\$150,277.27

Frontline Technologies Group LLC dba Frontline Education	Fort Worth Independent School District
Signature: <u></u>	Signature: _____
Name: <u>William A. O'Shea</u>	Name: _____
Title: <u>Chief Financial Officer</u>	Title: _____
Address: <u>550 E. Swedesford Road, Suite 360</u>	Address: <u>7060 Camp Bowie Blvd</u>
<u>Wayne, PA 19087</u>	<u>Fort Worth, Texas 76116</u>
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: <u>8/5/2025</u>	



Frontline Education

Implementation Services

Contents

Introduction	3
Project Governance	3
Project Planning.....	3
Governance Objectives	4
Project Governance Methodology	4
Risk & Issue Management	4
Project Team – Roles & Responsibilities	4
Frontline - Executive Sponsor.....	4
Frontline - Project Manager	4
Frontline - Implementation Consultants	5
Frontline – Strategic Consultants.....	5
Client - Executive Sponsor.....	5
Client - Project Manager	5
Client - Implementation Process Owners.....	6
Client - Functional and Subject Matter Experts.....	6
Client - System Administrator(s)	6
Client - IT Department.....	7
Scope of Work	7
Overall System Configuration	7
Project Timelines	8
Project Scope Changes - Change Orders	9
Steps to the Change Order Process: Project Scope Change Request Form	9
Assumptions	9
Completion Criteria.....	9

Introduction

Frontline Education offers a complete customer experience, with professional resources to collaborate with your project team during the implementation. Frontline uses a three-part method to provide a lasting solution that helps Clients achieve their strategic objectives.



Implementation: Frontline will collaborate with the Client leadership and project personnel to grasp the strategic objectives of the project. Client will apply Frontline proven methods for carrying out the solution whenever feasible.

Learning & Capability Building: Frontline provides a mixed learning approach for clients. By combining independent learning and interactive working sessions, Frontline has an effective way of making sure the successful enablement of Clients.

Change Enablement: With all changes, it is necessary to manage that change effectively within your organization. Frontline offers a Change Management plan for their Clients to successfully communicate, manage, and monitor the adoption of the Frontline system.

Project Governance

Project Planning

Frontline understands that effective project planning lays the foundation for a successful implementation and is vital to reducing risk. We develop detailed project plans for every implementation that establish objectives and outcomes with a clear schedule of deliverables for both Frontline and client stakeholders for each stage of the project.

Upon initiation of the project, Frontline will work with the Client project leaders and other key stakeholders to identify and document all key project components and project team members. As detailed below, various stakeholder and work groups will be established and will work collaboratively to refine and finalize project plans for each program component including all timelines and milestones.

Governance Objectives

A strong governance structure overlays roles and responsibilities to the project management plan, providing complete transparency regarding who will do what and when. Frontline has embedded procedures within our implementation methodology, so that defined controls alert the key stakeholders if problems arise or if scheduled targets are missed. Having this risk management capability, at the highest levels of the project, provides assurance that there is a system of checks and balances, and that the teams are meeting expectations.

Project Governance Methodology

Our team will provide ongoing monitor and control activities and deliverables for the duration of the project to keep the project on track. These activities provide a view into the health and progress of the project so that management can take effective, efficient, and timely actions when the project's performance deviates from the plan or when a proactive measure to manage risks is required.

Risk & Issue Management

The Risk and Issue Management Plan processes help to identify risks to the project, how those risks may be responded to and how mitigation plans can be outlined and controlled. Examples of risk include loss of a critical resource, technology changes, dependence on a third party, project sponsorship or management changes.

Project Team – Roles & Responsibilities

A strong Project Team will be integral to the successful management of this project. The team structure will align appropriate levels of Frontline managers and consultants to your management team and staff in a manner proven effective in other large-scale implementation projects.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

Frontline - Executive Sponsor

The Client will be assigned an Executive Sponsor – from the Frontline executive leadership team – to liaise with your senior leadership, act as project champion, and drive overall success of the program.

The Executive Sponsor will provide focus and oversight to the project while building the executive relationship between Client and Frontline and will participate in Executive Steering Committee meetings to review project progress, and significant risks and issues as needed.

Frontline - Project Manager

An implementation project management resource will be assigned to coordinate all planning, communication, scheduling, risks, project reporting and ensure project success.

- Acting as the day-to-day point of contact for the Client project team to ensure on-time delivery of the Frontline project deliverables
- Managing the implementation project plan and project dashboard for ongoing project status reporting, and conducting recurring Project Status Meetings

- Partnering with Client project team to track risks, issues, action items, and key project decisions
- Managing and tracking project scope change requests
- Partnering with the Client project team to develop on the training schedule and change management plan

Frontline - Implementation Consultants

Implementation consultants will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support during the initial go-live period.

Implementation Consultants responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions
- Conducting configuration, consulting, training, and work sessions as defined by the project plan
- Review data templates with the client and explain expected data.
- Partner with the client and provide consistent and timely validation of the data provided to ensure it meets the minimum requirements for import.
- Provide data errors in an organized format, indicating which data points are non-compliant and require additional review/correction.
- Online training and consultation will be provided to show the client how to maintain data on an ongoing basis after the initial import.
- Partnering with the Client project team to perform unit testing and UAT as defined by the project plan
- Providing support following go-live and transition to Frontline Support through the Support Handoff meeting

Frontline – Strategic Consultants

Strategic Consultants engage in multi-solution implementations. The Strategic Consultant will work with the Client to determine strategic goals for the Frontline solution, review current processes for redundancy and waste, and make strategic process driven recommendations to achieve overall district objectives.

Client - Executive Sponsor

The Executive Sponsor provides focus and oversight to the project while building the executive relationship between Client and Frontline, ideally Superintendent, Assistant Superintendent of HR, CFO, etc.

The Executive Sponsor will work with all relevant parties to expedite and resolve issues that require the highest executive level involvement, such as contract amendments and scope adjustments. The Executive Sponsor will serve as project champions to promote the visibility and credibility of the Program.

- Provides leadership and promotes project goals within organization ensuring necessary resources are available
- Participates in Executive Sponsor meetings with Frontline Executive Sponsor/Steering Committee to review project progress, and significant risks and issues as needed
- Serves as a point of escalation beyond the Client Project Manager, if needed.
- Promotes Organizational Change Management in support of project success

Client - Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include:

- Acts as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan

- Works collaboratively with Frontline Project Manager to ensure that the project remains on track and risks are identified and mitigated early
- Ensures timely completion of Client project tasks and action items as identified by Project Plan
- Partners with Frontline Project Manager and project teams to track risks, issues, action items, and key project decisions., and works collaboratively with the Frontline Program Director to mitigate risks and resolve issues
- Partners with Frontline Project Manager on Project Change Management Plan, cascading project communications to the Executive Sponsor, Client project team and project stakeholders
- Partners with Frontline Project Manager on training schedule, identifying attendees, availability, and attendance for training sessions

Client - Implementation Process Owners

Working closely with the Frontline Implementation Consultants, the business process experts will be responsible for the following:

- Define organizational policies and answering policy-based questions and or clarifications
- Understands business requirements and can provide guidance about the future direction of the business area
- Responsible for identifying business impacts and deciding on configuration options in a timely manner
- Provides and coordinates functional support after the project go-live

Client - Functional and Subject Matter Experts

Working closely with the Frontline Implementation Consultants the subject matter experts will be responsible for the following:

- Provide specialist business process knowledge
- Responsible for configuration decisions and execution of test scenarios
- Ensure configuration and supports business impacts review
- Responsible for data validation

Client - System Administrator(s)

Working closely with the Frontline Implementation Consultants the system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management.
- Create/edit/delete new records, packets, and forms
- Sending/tracking/completing forms
- It is necessary to include functional area system owners (e.g., recruiting, hiring and onboarding, compensation, time and attendance, etc.) who can define current policies, processes, and business needs
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports and data exchange
 - Provide named resource(s) responsible for data extraction.
 - Data must be provided using Frontline's standard templates.
 - The client will extract the data in the format requested, or work with their current vendor to extract the data.
 - If the client cannot generate the data based on the specification, there is no guarantee that Frontline Education staff will be able to import it.
 - It is the responsibility of the client to have reviewed the content of the data before sending to Frontline.
 - The district will work with Frontline Education to map any data that does not match a dropdown/look-up value in Frontline.
 - Any data transformation will be the responsibility of the client. This includes merging data sets, reformatting data, breaking apart or combining fields or removal of duplicate records.

- Once the data has been imported, the client will review the data as it exists in the system for accuracy. If any discrepancies are found between what was sent and what was imported, Frontline will research and provide resolution or feedback. Once the data imported is deemed accurate, the client will provide sign-off.

Client - IT Department

Working closely with the Frontline Team the Client technical team will system administrators will be responsible for the following:

- Maintain user access, security, and workflow
- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating whitelist from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Engage with 3rd party vendor and manage the relationship for data transfers
- Work with the 3rd party vendor directly to provide Frontline with clearly defined specifications for data files
- Act as “subject matter expert” for all data content questions from Frontline representatives.
- Coordinate testing of files with the 3rd party vendor.
- Provide any SFTP credential information back to the vendor or facilitate the transfer of the data directly to the vendor.
- Subject Matter Expert for the implementation – including requirements, testing and go-live Support (as needed)

Scope of Work

Overall System Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities.

The system is collaboratively designed and built out over the course of multiple configuration calls and follow up actions. Natural spaces are planned in the project cadence for review and acceptance of configuration for individual data elements and pieces of functionality. Reference materials with step-by-step walk throughs are provided to help validate system is functioning to accomplish desired goals. Final User Acceptance Testing materials are provided to help both the Frontline and Client project teams walk through and ensure integrity of system configuration as planned.

Frontline Solution	Configuration Scope	Client to Provide
Frontline Professional Growth – Employee Evaluation Management	<p><u>Rubrics</u>: Frontline will configure all initially provided rubrics.</p> <p><u>Evaluation Forms</u>: Frontline will configure the following based on package purchased:</p> <ul style="list-style-type: none"> ○ Tier 1: Up to (25) forms ○ Tier 2: Up to (50) forms ○ Tier 3: Up to (100) forms <p><u>User Provisioning</u>: Frontline will provide a template to be completed by the client and returned for uploading. Some data points include:</p> <ul style="list-style-type: none"> ○ Standard User List: <ul style="list-style-type: none"> ● Name 	<p><input type="checkbox"/> District must provide permission to use rubric if not purchased from Frontline</p> <p><input type="checkbox"/> Forms must be provided at the beginning of the implementation.</p> <p><input type="checkbox"/> Completed template</p>

	<ul style="list-style-type: none"> • Unique Employee ID • Email Address • Username • Evaluation Type • District Administrator • Evaluation Cycle Start and End Date • Building • Department • Grade <p><u>Evaluation Types</u>: All initially provided Evaluation Types, up to (25)</p> <p><u>Permissions</u>: Frontline will assign and provide guidance/explanation on how to assign</p> <p><u>Artifact Types/Categories</u>: All initially provided</p> <p><u>Demo Users for Testing</u>: Two Demo users- 1 Evaluator / 1 End user (teacher)</p> <p><u>Reporting</u>: All tables in Frontline are exportable (Excel or CSV). (10) standard reports included. Client may create additional ad hoc reporting with "Report Writer" utility.</p> <p><u>Data Transfer</u>: Data Transfer abilities are available in Frontline Solutions. Frontline will set up (1) data transfer which is setup as either a flat file transfer or an export/import into an applicable vendor system.</p>	<p>returned to Frontline for a one-time import</p> <p><input type="checkbox"/> Completed as part of the template for a one-time import</p> <p><input type="checkbox"/> District should understand who their evaluators are set to evaluate</p>
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Project Timelines

Based on Frontline experience with Implementing the solution, below is a high-level estimated project timeline and order of implementation. After the Kickoff call, the Frontline project team will work with the Client to finalize an agreed upon timeline and order of importance based on Client goals.

Client should be thinking about various scenarios that may impact the timeline and be prepared to share with the Frontline project team during Kickoff. Examples are:

- School vacation weeks – Client project staff unavailable to work on the project
- Planned leave of absences for Client project staff
- Availability of Client project staff during contract renewal season, back-to-school staffing season, etc....
- The availability of resources to work on each solution - is it possible to run them at the same time since there are different project leads for each implementation, or are there project leads who would handle more than one of the implementations

Frontline will Kick off the overall project within (14) days of contract signature.

Solution	Standard Duration
Recruiting & Hiring Kickoff – Go Live	12 weeks
Frontline Central Kickoff – Go Live	10 weeks
Absence Management Kickoff – Go Live	9 weeks
Time & Attendance Kickoff – Go Live	9 weeks
Employee Evaluation Management Kickoff – Go Live	7 weeks
Professional Learning Management Kickoff – Go Live	6 weeks
HRMS Kickoff – Go Live	6 months
HCA Kickoff – Go Live	2 weeks

Project Scope Changes - Change Orders

Frontline shall perform the services specified in this SOW. Any other services or changes identified by the parties will require a duly executed Change Order. If the parties mutually agree to change this SOW, then, Frontline will create a Change Order documenting the change in Statement of Work, additional (or exchanged) services to be delivered and resources required, any changes to the project plan and/or deliverable dates (if applicable), and additional estimated fees (if applicable).

Both parties must properly execute the Change Order before any resources will be assigned or any additional/changed services will be performed.

Reasons for the execution of a Change Order include but are not limited to, any of the following changes to scope:

- Request to delay the Planned Go Live, 30 days or more from the original date
- Changes to the requirements once Discovery has been signed off and Configuration has begun
- Changes to decisions made by the Client that require rework or otherwise affect deliverables
- Changes to client team leading to the need for a pause in implementation, additional training, rework and/or changes to requirements

Steps to the Change Order Process: Project Scope Change Request Form

- Identify the change of scope
- Document the change
- Scope the change and quote
- Submission to Frontline and Client Executive Sponsors
- Executive Sponsor review
- Executive Sponsor approval / denial

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education have planned timelines based on presumed effort and availability of client resources. Time and effort will vary depending on actual availability and effort required to collect data and complete data entry and validation.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Some dual entry will be required during the transition from Legacy system to Frontline system. The amount will depend on decisions made regarding the transition.
- Data will only be loaded once, and delta files will not be used to update existing data
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Completion Criteria

- Frontline will make deliverables available to the Client for review and acceptance in accordance with the Implementation Plan timeline.
- Client will provide an adequate number of resources to review Deliverables to confirm conformity in all material respects based on mutually agreed upon requirements and specifications
- Client will provide written notice of acceptance or rejection within ten (10) business days of delivery.
- Deliverables which are not rejected by the Client within the above time frame shall be deemed accepted.
- During final sign-off, Client will approve of the work completed and Frontline will make the Production Environment live.

- Frontline will consider the project complete after final acceptance or under the following conditions:
 - Client has delayed for greater than 60 days without agreement on a Change Order
 - Client has become unresponsive for greater than 60 days
 - Frontline has requested final signoff and acceptance, or rejection has not been provided within 10 days



Frontline Education

HCM Professional Services

Contents

Project Team – Roles & Responsibilities	3
Frontline - Executive Sponsor	3
Frontline – Professional Services Consultants	3
Client - Executive Sponsor.....	3
Client - Project Manager	3
Client - System Administrator(s)	4
Client - IT Department.....	4
Scope of Work	5
Project Timelines	5
Project Scope Changes - Change Orders	5
Steps to the Change Order Process: Project Scope Change Request Form	6
Assumptions	6
Completion Criteria.....	6

Project Team – Roles & Responsibilities

A strong Project Team will be integral to the successful management of this project. The team structure will align appropriate levels of Frontline managers and consultants to your management team and staff in a manner proven effective in other large-scale implementation projects.

Frontline's recommended team structure - outlined below - identifies the type of personnel that are commonly involved with the project. It should be anticipated that other personnel will be involved based on the client organizational structure and on an ad-hoc basis to provide specific insights, knowledge or support as the project moves through its different phases.

Frontline - Executive Sponsor

The Client will be assigned an Executive Sponsor – from the Frontline Professional Services (PS) leadership team – to liaise with your senior leadership, act as project champion, and drive overall success of the program.

The Executive Sponsor will provide focus and oversight to the project while maintaining the executive relationship between Client and Frontline and will participate in any Executive Steering Committee meetings to review project progress, and significant risks and issues as needed.

Frontline – Professional Services Consultants

Your project consultant will provide subject matter expertise and will serve as the primary point of contact for all functional and system configuration work, lead consulting and training activities, as well as become the primary means of support until close of the project.

Consultant's responsibilities include:

- Partnering with Client in conducting Discovery and Requirements Gathering sessions
- Conducting configuration, consulting, training, and work sessions as necessary
- Review data templates with the client and explain expected data
- Provide data errors in an organized format, indicating which data points are non-compliant and require additional review/correction
- Online training and consultation will be provided to show the client how to maintain data on an ongoing basis
- Partnering with the Client project team to perform User Acceptance Testing based on the size and scope of the project

Client - Executive Sponsor

The Executive Sponsor provides focus and oversight to the project while building the executive relationship between Client and Frontline, ideally Superintendent, Assistant Superintendent of HR, CFO, etc.

The Executive Sponsor will work with all relevant parties to expedite and resolve issues that require the highest executive level involvement, such as contract amendments and scope adjustments. The Executive Sponsor will serve as project champion to promote the visibility and credibility of the program.

- Provides leadership and promotes project goals within organization ensuring necessary resources are available
- Serves as a point of escalation beyond the Client Project Manager, if needed
- Promotes Organizational Change Management in support of project success

Client - Project Manager

The Client Project Manager will oversee the implementation and execution of all project-related activities, while ensuring the successful completion of each phase and related activities to reach the project milestones successfully.

Additional responsibilities include:

- Acts as the primary project contact responsible for client-side communications, scheduling, deliverable tracking and advancing the project according to plan
- Works collaboratively with the Frontline PS Consultant to ensure that the project remains on track and risks are identified and mitigated early
- Ensures timely completion of Client project tasks and action items
- Partners with Frontline PS Consultant on Project Change Management Plan, cascading project communications to the Executive Sponsor, Client project team and project stakeholders
- Partners with Frontline Project Manager on training schedule, identifying attendees, availability, and attendance for training sessions as applicable

Client - System Administrator(s)

Working closely with the Frontline PS Consultant, the system administrators will be responsible for the following:

- Responsible for day-to-day operations, upkeep of system, and user management
- Create/edit/delete new records, packets, and forms as applicable
- Sending/tracking/completing forms as applicable
- It is necessary to include functional area system owners (e.g., recruiting, hiring and onboarding, compensation, time and attendance, etc.) who can define current policies, processes, and business needs
- Timely completion of project tasks and action items in support of the project plan and schedule
- Partners with IT Department and Frontline Consultant to verify data imports and data exchange
 - Provide named resource(s) responsible for data extraction
 - Data must be provided using Frontline's standard templates
 - The client will extract the data in the format requested, or work with their current vendor to extract the data
 - If the client cannot generate the data based on the specification, there is no guarantee that Frontline Education staff will be able to import it
 - It is the responsibility of the client to have reviewed the content of the data before sending to Frontline.
 - The district will work with Frontline Education to map any data that does not match a dropdown/look-up value in Frontline
 - Any data transformation will be the responsibility of the client. This includes merging data sets, reformatting data, breaking apart or combining fields or removal of duplicate records
 - Once the data has been imported, the client will review the data as it exists in the system for accuracy. If any discrepancies are found between what was sent and what was imported, Frontline will research and provide resolution or feedback. Once the data imported is deemed accurate, the client will provide sign-off

Client - IT Department

Working closely with the Frontline Team, the Client technical team and system administrators will be responsible for the following:

- Maintain user access, security, and workflow
- Ensure Frontline Education domains/IP addresses have been incorporated into any firewalls and/or spam filters
- Responsible for updating whitelist from Frontline
- Provide technical support in instances where local network/technology configurations impact usage of our solutions
- Engage with 3rd party vendor and manage the relationship for data transfers
- Work with the 3rd party vendor directly to provide Frontline with clearly defined specifications for data files
- Act as "subject matter expert" for all data content questions from Frontline representatives

- Coordinate testing of files with the 3rd party vendor
- Provide any SFTP credential information back to the vendor or facilitate the transfer of the data directly to the vendor
- Subject Matter Expert for the implementation – including requirements, testing and go-live Support (as needed)

Scope of Work

Service Description	Configuration Scope
Custom Virtual Session - Employee Evaluation Mgmt	<p>Custom virtual sessions consist of a 2-hour virtual session for (1) of the following services:</p> <p><u>Client to Select (1) Session:</u></p> <ul style="list-style-type: none"> ● Evaluator Training ● Train the Trainer ● Report Writer Training ● Training on Scoring ● Forms Training

Project Timelines

The project will Kick Off within (14) business days of contract signature. The Frontline PS consultant will reach out to schedule the first session of the project. A timeline will be laid out and agreed upon so that the project can be accomplished within the expected duration listed below.

Client should be thinking about various scenarios that may impact the timeline and be prepared to share with the Frontline Professional Services Consultant during Kickoff. Examples are:

- School vacation weeks – Client project staff unavailable to work on the project
- Planned leave of absences for Client project staff
- Availability of Client project staff during contract renewal season, back-to-school staffing season, etc.

Professional Services	Projected Duration
Tune Up	90 Days
Maximization	120 Days
Custom Virtual Session	30 Days (ea.)
District Certification	60 Days (ea.)
Historical Migration	60 Days

Project Scope Changes - Change Orders

Frontline shall perform the services specified in this SOW. Any other services or changes identified by the parties will require a duly executed Change Order. If the parties mutually agree to change this SOW, then, Frontline will create a Change Order documenting the change in Statement of Work, additional (or exchanged) services to be delivered and resources required, any changes to the project plan and/or deliverable dates (if applicable), and additional estimated fees (if applicable).

Both parties must properly execute the Change Order before any resources will be assigned or any additional/changed services performed.

Reasons for the execution of a Change Order include but are not limited to, any of the following changes to scope:

- Additional work not covered within the original Scope.
- Changes to decisions made by the Client that require rework or otherwise affect deliverables
- Changes to client team leading to the need for a pause in the project, additional training, rework and/or changes to requirements

Steps to the Change Order Process: Project Scope Change Request Form

- Identify the change of scope
- Document the change
- Scope the change and quote
- Submission to Frontline and Client Executive Sponsors
- Executive Sponsor review
- Executive Sponsor approval / denial

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout the project timeline.
- Frontline Education has planned timelines based on presumed effort and availability of client resources. Time and effort will vary depending on actual availability and effort required to collect data and complete data entry and validation.
- Frontline Education and Client will use a collaborative approach to ensure success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Client project team will attend instructor-led training and configuration sessions, and complete project tasks as planned.

Completion Criteria

- Frontline will make any deliverables available to the Client for review and acceptance in accordance with the Project Plan.
- Client will provide an adequate number of resources to review Deliverables to confirm conformity in all material respects based on mutually agreed upon requirements and specifications
- Client will provide written (email) notice of acceptance or rejection within ten (10) business days of project completion.
- Any Deliverables which are not rejected by the Client within the above time frame shall be deemed accepted.
- Frontline will consider the project complete after final acceptance or under the following conditions:
 - Client has delayed for greater than 30 days without agreement on a Change Order
 - Client has become unresponsive for greater than 30 days
 - Frontline has requested final signoff and acceptance, or rejection has not been provided within 10 days

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE RATIFICATION OF EMERGENCY CLEANING SERVICES FOR COMO SUCCESS ACADEMY IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

EXECUTIVE SUMMARY:

Environmental Services is seeking board approval for the ratification of emergency cleaning at Como Success Academy, conducted from August 1–9, 2025, under FWISD RFP 22-060. This is a one-time emergency request, not a replacement, prompted by urgent facility needs requiring 17 shifts over 9 days. The service directly benefits students and staff by restoring safe and compliant learning conditions on the campus. This action promotes district safety compliance and facility standards, ensuring the environment satisfies operational and health requirements. These measures were implemented to create a safe space for staff and students and to facilitate the campus's timely reopening for the new school year.

RECOMMENDATION:

Approve Ratification of Emergency Cleaning Services for Como Success Academy in Conjunction with the 2021 Capital Improvement Program

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

Bond Funds (652-691)

COST:

\$138,872.50

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#:

RFP 22-060

PROVIDER(S)/VENDOR(S):

Intercon Environmental, Inc.

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

Custodial & Environmental Services
Como Success Academy

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations



Invoice

210 S. Walnut Creek Drive, Mansfield, Texas 76063 - (817) 477-9995
 purchasing@intercon-environmental.com

Date	Invoice #
8/14/2025	250151

Bill To
Fort Worth Independent School District Accounts Payable Dept. 7060 Camp Bowie Blvd. Fort Worth, Texas 76116

P.O. No.	Terms	Project
	Net 30	250151 4001 Littlepage St Success HS

Description	Rate	Amount																
Emergency cleaning of Success High School located at 4001 Littlepage Street Fort Worth, Texas 76107 17 shifts in 9 days Project Start Date 8/1/2025 Friday Project End Date 8/9/2025 Saturday <table><tr><td></td><td>Hours</td><td>Rate</td><td>Total</td></tr><tr><td>Total Project Hours non overtime</td><td>1,220</td><td>\$65.00</td><td>\$79,300.00</td></tr><tr><td>Total Project Hours overtime</td><td>611</td><td>\$97.50</td><td>\$59,572.50</td></tr><tr><td>Project total</td><td>1,831</td><td></td><td>\$138,872.50</td></tr></table>		Hours	Rate	Total	Total Project Hours non overtime	1,220	\$65.00	\$79,300.00	Total Project Hours overtime	611	\$97.50	\$59,572.50	Project total	1,831		\$138,872.50	138,872.50	138,872.50
	Hours	Rate	Total															
Total Project Hours non overtime	1,220	\$65.00	\$79,300.00															
Total Project Hours overtime	611	\$97.50	\$59,572.50															
Project total	1,831		\$138,872.50															

Thank you for your business!	Sales Tax (if applicable) (0.0%)	\$0.00
		Total \$138,872.50 Page 185 of 241

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE PURCHASE OF VIRTUAL SERVER ENVIRONMENT MAINTENANCE AND LICENSE SUPPORT SOFTWARE

EXECUTIVE SUMMARY:

Fort Worth ISD Technology maintains a virtual network server environment for District business systems. The support services requested are needed for regular maintenance. This software will provide the District with the latest updates and resources to troubleshoot and maintain a secure and robust virtual environment. The terms are for five years, billed annually. The dates for the 2025-2026 school year are September 30, 2025 – September 29, 2026.

RECOMMENDATION:

Approve Purchase of Virtual Server Environment Maintenance and License Support Software

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

General Fund (196-199)

COST:

\$423,360 Total Cost for 5 Year Contract with Annual Billing

\$84,672.00 9/30/2025 – 9/29/2026

\$84,672.00 9/30/2026 – 9/29/2027

\$84,672.00 9/30/2027 – 9/29/2028

\$84,672.00 9/30/2028 – 9/29/2029

\$84,672.00 9/30/2029 – 9/29/2030

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-5175

PROVIDER(S)/VENDOR(S):

Sequel Data Systems, Inc.

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

District Wide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
Neil Bolton, Senior Officer, IT Security



Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: 210278

Sales Quote

Today's Date: 08/21/2025

Customer:

Norman Score
Fort Worth ISD
norman.score@fwisd.org

[DIR-CPO-5175](#)

Account Manager:

David Dunaway
Sequel Data Systems
david.dunaway@sequeldata.com
Cell: 817-939-7406

Item	Part #	Qty.	Description	Unit Price	Ext. Price
1	VCF-VSP-FND-8	576	<u>Year 1 payment (due net-30)</u> VMware vSphere Foundation 8 Start Date: 9/30/2025 End Date: 9/29/2026	\$ 147.00	\$ 84,672.00
2	VCF-VSP-FND-8	576	<u>Year 2 payment (invoiced 9/30/2026, due net-30)</u> VMware vSphere Foundation 8 Start Date: 9/30/2026 End Date: 9/29/2027	\$ 147.00	\$ 84,672.00
3	VCF-VSP-FND-8	576	<u>Year 3 payment (invoiced 9/30/2027, due net-30)</u> VMware vSphere Foundation 8 Start Date: 9/30/2027 End Date: 9/29/2028	\$ 147.00	\$ 84,672.00
4	VCF-VSP-FND-8	576	<u>Year 4 payment (invoiced 9/30/2028, due net-30)</u> VMware vSphere Foundation 8 Start Date: 9/30/2028 End Date: 9/29/2029	\$ 147.00	\$ 84,672.00
5	VCF-VSP-FND-8	576	<u>Year 5 payment (invoiced 9/30/2029, due net-30)</u> VMware vSphere Foundation 8 Start Date: 9/30/2029 End Date: 9/29/2030	\$ 147.00	\$ 84,672.00
				Total	\$423,360.00

Phone: 512-918-8841

Prices Good until September 29, 2025

Fax: 512-519-7868

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: **APPROVE PURCHASE OF GOOGLE G-SUITE FOR EDUCATION
ENTERPRISE LICENSE RENEWAL**

EXECUTIVE SUMMARY:

The district adopted Google Classroom in October 2020 as an online learning platform for students in grades K-12. The G-Suite Enterprise Licenses provide the district with advanced security controls, enhanced collaboration tools for teachers and students through video and voice conferencing, and system support. Approval of this request will renew this tool for year-two (3) of a three (3) - year price guarantee, that began in the 2023 - 2024 school year. The license agreement for this year is for the following dates: November 4, 2025, to November 3, 2026.

RECOMMENDATION:

Approve Purchase of Google G-Suite For Education Enterprise License Renewal

STRATEGIC PRIORITY:

1 - Student Academic Excellence

FUNDING SOURCE:

General Fund (196-199)

COST:

\$231,120.00

PURCHASING MECHANISM:

Cooperative Agreement
TIPS 230105 Tech Solutions, Products, and Services

PROVIDER(S)/VENDOR(S):

CDW Government, Inc.

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

District-Wide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
Neil Bolton, Senior Officer, IT Security



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ACCOUNTS PAYABLE,

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

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


Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPBN437	8/25/2025	WS RNW FWISD GOOGLE	0926086	\$231,120.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	\$0.00	\$0.00
NEW ITEM Mfg. Part#: NEW-ITEM GOO-EDP-0019 x72000 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus Licensed Domains: fwisd.org License Term: 2025-11-04 - 2026-11-03 GOO-EDP-0013 X 18000 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: fwisd.org License Term: 2025-11-04 - 2026-11-03 Multi Year - Google Discount Multi Year - AIT Discount Contract: Sourcewell 121923- Fort Worth ISD (121923) Contract: Standard Pricing	1	NEW-ITEM	\$231,120.00	\$231,120.00

SUBTOTAL	\$231,120.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$231,120.00

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 ISD 7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 Shipping Method:
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515




Sales Contact Info

K12 North Texas Account Team - Mike & Eric


| (866) 301-5739 |

k12northtexas@cdwg.com


Need Help?



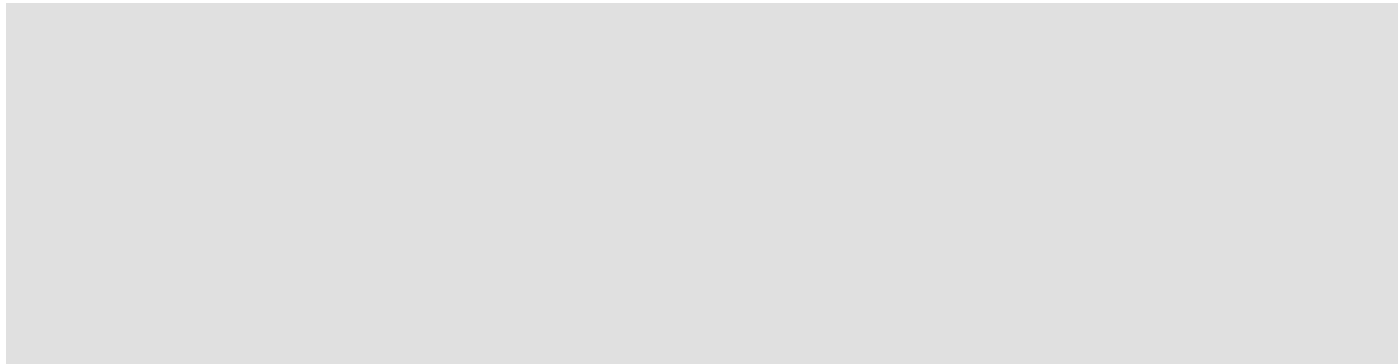
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Support



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FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVAL OF APPOINTMENTS TO THE BOARD AUDIT COMMITTEE

EXECUTIVE SUMMARY:

Board action is needed to appoint Board members to the Audit Committee. Board Policy BDB (LOCAL) provides:

“The Board audit committee shall be composed of three Board members, upon nomination and vote of the Board. The chairperson shall be chosen by the committee members. A fourth Board member shall be approved by the Board to serve as an alternate member and shall have full voting rights in the absence of a member of the standing audit committee”.

RECOMMENDATION:

Nominate and vote on membership to fill the three members of the Board Audit Committee. If applicable, also nominate and vote on membership to fill the fourth member as an alternate member.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Not Applicable

INFORMATION SOURCE:

Loretta Salvatore, Chief Internal Auditor

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE RESOLUTION ESTABLISHING A LOCAL SCHOOL LIBRARY ADVISORY COUNCIL (SLAC)

EXECUTIVE SUMMARY:

On July 22, 2025, in accordance with Senate Bill 13, the Board approved a new Library Materials Policy, EFB (LOCAL), which included the creation of a local school library advisory council (SLAC). The SLAC is intended to assist the district in ensuring that local community values are reflected in each school library catalog in the district. The SLAC's duties include, in part, recommending policies and procedures for the acquisition of library materials consistent with local community values and removal of any library materials that the SLAC determines to be harmful material containing indecent content or profane content that is inconsistent with local community values or age appropriateness. The SLAC members will be appointed by the Board and a majority of the voting members shall be parents of students in the District.

RECOMMENDATION:

Approve Resolution Establishing a Local School Library Advisory Council (SLAC)

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, Asst. General Counsel

Resolution Establishing Fort Worth ISD Local School Library Advisory Council

WHEREAS, Senate Bill 13 from the 89th Legislative Session relates to a District's library materials and catalog, the establishment of a local school library advisory council (SLAC), and parental rights regarding public school library catalogs and access by the parent's child to library materials;

WHEREAS, Education Code 33.025 allows a District to establish a SLAC to assist the District in ensuring that local community values are reflected in each school library catalog in the District;

WHEREAS, a District that establishes a SLAC must consider the recommendations of the SLAC before adding library materials to a school library catalog, removing library materials from a school library catalog following a challenge to the library material, or making changes to policies or guidelines related to a school library catalog;

WHEREAS, the SLAC's duties include recommending:

1. Policies and procedures for the acquisition of library materials consistent with local community values;
2. To the Board of Trustees whether library materials proposed for acquisition under the law are appropriate for each grade level of the District or campus for which the library materials are proposed to be acquired;
3. If feasible, joint use agreements or strategies for collaboration between the District and local public libraries and community organizations;
4. The removal of any library materials that the SLAC determines to be harmful material or material containing indecent content or profane content that is inconsistent with local community values or age appropriateness;
5. The policies and procedures for processing challenges received;
6. The action to be taken by the District in response to a challenge;

WHEREAS, any recommendation made by the SLAC must adhere to the library standards approved under Education Code 33.021;

WHEREAS, the SLAC must consist of at least five members, with each member appointed by the Board of Trustees, and with each Trustee appointing an equal number of members;

WHEREAS, a majority of the voting members of the SLAC must be persons who are parents of students enrolled in the District and who are not employed by the District;

WHEREAS, one of those members of the SLAC shall serve as chair of the council;

WHEREAS, the Board of Trustees may also appoint one or more persons to serve as nonvoting members of the SLAC from any of the following groups:

1. Classroom teachers employed by the District;

2. Librarians employed by the District;
3. School counselors certified under Subchapter B, Chapter 21, employed by the District;
4. School administrators employed by the District;
5. The business community;
6. The clergy;

WHEREAS, the SLAC shall meet at least two times each year and at other times as necessary to fulfill the council's duties;

WHEREAS, for each meeting, the SLAC shall:

1. Post at least 72 hours before the meeting;
2. Post notice of the date, hour, place, and subject of the meeting on a bulletin board in the central administrative office of each campus in the District;
3. Ensure that the notice required is posted on the District's website, if the District has a website;
4. Prepare and maintain minutes of the meeting that state the subject and content of each deliberation and each vote, order, decision, or other action taken by the SLAC during the meeting;
5. Make an audio or video recording of the meeting;
6. Not later than the 10th day after the date of the meeting, submit the minutes and audio or video recording of the meeting to the District;

WHEREAS, as soon as practicable after receipt of the minutes and audio or video recording discussed above, the District shall post the minutes and audio or video recording on the District's website, if the District has a website.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Fort Worth Independent School District establishes a local school library advisory council.

Adopted this 23rd day of September, 2025, by the Board.

Board President's signature: _____

Board Secretary's signature: _____

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE BOARD APPOINTMENTS TO THE DISTRICT ADVISORY COMMITTEE (DAC)

EXECUTIVE SUMMARY:

In accordance with Board Policy BQA (LOCAL), the District must establish a District Advisory Committee that involves representative professional staff of the District, parents of students enrolled in the District, and community and business members to advise the Board and Superintendent in establishing and reviewing educational plans, goals, performance objectives, and major classroom instructional programs. The Board shall appoint nine individuals to fill Places 13–21. The nominees for Places 13–21 must meet the requirements of Education Code 11.251(c) and Board Policy BQA (LOCAL). The Board appointments shall be representative of the community's diversity. These representatives serve for two (2) year terms and may be appointed for one additional two (2) year term.

RECOMMENDATION:

Approve Board Appointments to the District Advisory Committee (DAC)

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, Asst. General Counsel

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE RATIFICATION OF MEMORANDUM OF UNDERSTANDING FOR SCHOOL SECURITY SERVICES FOR THE 2025 – 2026 SCHOOL YEAR.

EXECUTIVE SUMMARY:

Fort Worth Independent School District and the City of Benbrook are entering into a Memorandum of Understanding for the services of four (4) police officers participating in the School Security Initiative at Western Hills High School, Benbrook Middle – High School, Benbrook Elementary School and Westpark Elementary School. The annual contract period is from September 1, 2025 through August 31, 2026.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and Benbrook Police Department to provide a safe and secure environment for education. District will pay 50% of all personnel costs.

RECOMMENDATION:

Approve Ratification of Memorandum of Understanding between Fort Worth ISD and the City of Benbrook for School Security Services for the 2025 – 2026 School Year.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

General Fund (196-199)

COST:

\$322,829.00

PURCHASING MECHANISM:

Interlocal Agreement

PROVIDER(S)/VENDOR(S):

City of Benbrook

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

Safety & Security
Western Hills High School
Benbrook Middle-High School
Benbrook Elementary School

Westpark Elementary School

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises, and agreements contained herein, this agreement ("Agreement" or "MOU") is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Jim Hinderaker, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted independent school district (hereinafter referred to as "District,") acting by and through Dr. Karen C. Molinar, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT, and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

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

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this MOU, School Resource Officers shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of the District shall coordinate with District campus behavior coordinators and other District employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

City understands and agrees that all School Resource Officers under this Agreement will be required to attend District-sponsored racial equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this Agreement, there shall be four (4) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. The District agrees to share 50% of all personnel costs incurred by the City in this project.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this Agreement shall not exceed \$322,829.00 for the 2025-2026 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this Agreement is for a period beginning on September 1, 2025, and ending on August 31, 2026.

5.

This Agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to the District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this Agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such

breaches within a reasonable time following the receipt of the notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this Agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this Agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance, (including liability coverage) provided to all police officers employed by the City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within its jurisdiction. These plans shall be kept confidential within the Benbrook Police Department for security purposes, but meetings shall be held with authorized representatives of the District to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for the maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees, which may be lost, stolen, destroyed, or in any way damaged, and hold harmless the District from any and all claims, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or its connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

11.

City and District, in the execution, performance, or attempted performance of this Agreement

will not discriminate against any person or persons because of sex, race, religion, color, or national origin, nor will either party permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court of federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, the venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution, performance or attempted performance, or non-performance of this Agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of the City and District have approved the execution of this MOU, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign on behalf of the governing bodies. Each party is paying for performance of the obligations herein from current revenues available to that party.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

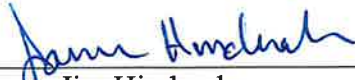
17.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Road, Benbrook, Texas 76126

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples in Benbrook, Tarrant County, Texas, this _____ day of _____, A.D. 2025.

ATTEST CITY OF BENBROOK

By: 
Beth Fischer
City Secretary

By: 
Jim Hinderaker
City Manager

APPROVED AS TO FORM AND LEGALITY:

By: 
City Attorney

By: _____
FWISD Attorney

Date: 7/23/2025

Date: _____

ATTEST FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Karen C. Molinar
Superintendent of Schools

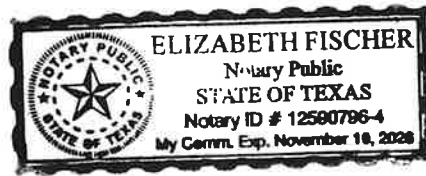
By: _____
Roxanne Martinez
Board President


STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Hinderaker, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of
July, 2025.





Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Karen C. Molinar, Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public in and for the State of Texas

EXHIBIT A

The Fort Worth Independent School District (“District”) approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and the District’s authority to handle discipline and give consequences. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, “the duties [of SROs] must be included in ...any memorandum of understanding providing for a school resource officer.” Specifically, the Student Code of Conduct states:

“To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are “crime prevention, intervention with students and enforcement of the law.”

EXHIBIT B

SRO ROLES AND RESPONSIBILITIES

- SRO will collaborate with school administrators to establish and maintain a safe and secure learning environment.
- SRO will assist with conflict resolution efforts and build a positive rapport with students, parents, visitors, and campus staff.
- SRO will conduct activities that will help to maintain order, by enforcing state laws and city ordinances.
- SRO will conduct foot patrols and monitoring of District campuses to deter criminal activity.
- SRO will work closely with school administration to develop and train school staff in responding to various crisis situations once approved by the SRO's chain of command as well as the District's Safety & Security department.
- SRO will utilize the District radio communication system in order to be accessible to District staff during their shift.
- SRO will assist campus administration in the removal of any unauthorized persons on the campus during their shift.
- SRO will assist school administration with campus security and safety concerns.
- SRO will participate as a member of the campus threat assessment team as outlined by Senate Bill 11 for the purposes of assessing risks and threats in school.
- SRO will assist with traffic on public and school property to ensure proper traffic flow around school campuses.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

**TOPIC: APPROVE REVISIONS TO BOARD POLICIES CH (LOCAL) AND CV (LOCAL) –
WAIVER OF FIRST READING**

EXECUTIVE SUMMARY:

After further review of recently adopted Board Policies CH (LOCAL) and CV (LOCAL), and in consideration of the District's Priority 4 – Operational Alignment and Efficiency, the Administration is recommending changing the thresholds of when items require board approval. Increasing the thresholds allow the District to expedite budgeted purchases in order to implement services or purchases as soon as the competitive procurement process is completed. This can allow staff to implement services or make purchases up to 45 days sooner due to the length of the time from completion of procurement process to the adoption at the board level. Given the urgency to implement changes in the 2024-29 Strategic Plan, staff needs to be able to move quickly to make these changes.

The proposed changes move the board approval requirement of any single purchase or contract to \$250,000, up from \$100,000. Other changes also increase the threshold of when contracts require the superintendent's signature as well as when a contract for professional services as defined using the Professional Services Procurement Act, under Chapter 2254, is formally procured.

Corresponding changes to CV (LOCAL) align with the aforementioned changes to CH (LOCAL).

RECOMMENDATION:

Approve Revisions to Board Policies CH(LOCAL) and CV(LOCAL) – Waiver of First Reading

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority and
Purchasing Method**

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate, and to make budgeted purchases.

Board Approval

However, any single purchase or contract that exceeds the sum of ~~\$100,000~~ **\$250,000** shall require Board approval before a purchase order is issued so that a transaction may take place.

**Procurement
Restriction**

No District employee with purchasing authority may authorize the purchase of anything from any person or from any firm that is controlled, owned, or operated by that employee or from a relative within the second degree by blood or marriage of the employee. [See BBFA and BBFB for Board members]

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office. [See also CMB]

**Procurement
Function**

The procurement function is assigned to the chief financial officer.

The purchasing department shall supervise the purchase of all materials, supplies, equipment, and services for the District.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order or such other purchase mechanism, in accordance with administrative procedures. No employee of the District shall commit to purchasing goods or services to circumvent any procurement procedure or board approval requirement.

**General
Procurement
Requirements**

District procurements shall be made according to:

1. Applicable law [see CH(LEGAL) or CBB(LEGAL), as appropriate]; and
2. District administrative regulations and grant requirements when more restrictive than the law.

Electronic Bids or
Proposals

Solicitations that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic solicitations; and ensure that the electronic solicitations remain effectively unopened until the proper time.

Authority to Sign
Contracts

Any contract for greater than ~~\$25,000~~ **\$50,000** shall require the signature of the Superintendent or designee.

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Encouragement of
Small and Local
Firms**

The District shall develop and maintain procedures to ensure that small and local firms are afforded an equitable opportunity to compete on District contracts. Such procedures may include, but not be limited to, attending pre-bid and pre-proposal conferences and conducting seminars and training workshops to assist small and local vendors in becoming active participants in District contracting opportunities.

Implementation

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

**Professional
Services**

When a contract for professional services exceeds ~~\$50,000~~ **\$100,000**, these services shall be formally, competitively acquired using the Professional Services Procurement Act, Texas Government Code Chapter 2254.

**Emergency
Purchases**

The Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds ~~\$100,000~~ **\$250,000**.

Small Purchases

In the event that a small, infrequent purchase in an amount of \$300 or less is required on short notice in order to conduct a group meeting or similar District-related activity, such a purchase may be made by a District employee using his or her personal funds. Such a purchase, properly receipted and authorized, shall be reimbursed by the accounting department. Under no circumstances may these exceptional procedures be used to circumvent normal purchasing procedures and practices.

**Responsibility for
Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Reservation of
Rights**

Notwithstanding anything in this policy to the contrary, the Board reserves the right to reject any and all bids and proposals, to award contracts that appear to be advantageous to the District, and to waive all informalities in bidding.

Right to Protest

Any party who believes they are aggrieved in connection with a procurement action may protest to the chief financial officer or designee. The protest shall be submitted in writing within five (5)

DATE ISSUED: ~~09/01/2025~~

09/23/25

LDU 2025.09

CV(LOCAL)-X

Adopted:

~~09/01/2025~~

09/23/25

2 of 3

PURCHASING AND ACQUISITION

CH
(LOCAL)

business days after the facts or occurrence giving rise to the complaint.

Procurements After
Protest

In the event of a timely protest, the responsible office shall not proceed further with the procurement unless the chief financial officer or designee makes a determination that the award of the contract is necessary to protect substantial interests of the District.

Authority to Resolve
Protests

The chief financial officer or designee shall convene a hearing committee of at least three administrators to review the protest.

Protest
Determination

The chief financial officer or designee shall promptly issue a determination relating to the protest. The determination shall:

1. State the reasons for the action taken, if any; and
2. Inform the protesting party of the right to appeal the determination to the Board in accordance with Board policy GF(LOCAL).

Rejected Bids

The Procurement Services Department shall maintain an administrative process for complaints regarding solicitations rejected in accordance with state or federal law, as applicable.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law	The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.
Safety Standards	Any acquisition, construction, or renovation of school facilities must incorporate Crime Prevention Through Environmental Design (CPTED) standards where feasible. The Superintendent or designee shall establish procedures for the incorporation of CPTED standards in construction documents.
Construction Contracts	<p>The Board delegates to the Superintendent the authority to determine, prior to advertising, the project delivery/contract award method to be used for each construction contract valued at or above \$100,000. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]</p> <p>For construction contracts valued at or above \$100,000 \$250,000, the Superintendent shall submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]</p>
Employee's Nonschool Employment	No District employee shall be employed during nonworking hours by any vendor who has a contract with the District to perform construction or renovation of a building or to provide any product, material, or service funded as a capital improvement project during the term of a vendor's contract. [See also DBD]
Facilities Advisory Group	<p>The Board may, at its option, appoint a four-member facilities advisory group. This group may include representatives from the Fort Worth Chapter of the American Institute of Architects and local engineer and contractor groups, as deemed appropriate. The group shall advise the District on facility maintenance problems and on construction projects, including but not limited to new schools, new additions to schools, and buildings under renovation.</p> <p>Nominees for the facilities advisory group shall reside or shall own property in the District. Members shall serve without compensation and may be removed by the Board. Vacancies occurring for any reason shall be filled by the Board. Terms of office shall be two years, and no member shall serve for more than three consecutive two-year terms.</p>
Conflict of Interest	Nominees for the facilities advisory group shall not have any interest, financial or otherwise, direct or indirect, in any facilities maintenance or construction project with the District or be financially interested, directly or indirectly, in the sale to the District of any land, materials, supplies, or services.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Once appointed, a member of the facilities advisory group shall not have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity or incur any obligation of any nature with the District. Furthermore, the member shall not use this position for personal gain.

A member of the facilities advisory group shall not be eligible to bid or have an interest, financial or otherwise, direct or indirect, in any facilities maintenance or construction project with the District for a period of three years following resignation from the advisory group.

Change Orders

As required by the current capital improvement program, the Superintendent or designee is authorized to approve change orders permitted by law deemed necessary up to the Board-approved project budget. Change orders that result in adding money to a Board-approved project budget shall be presented to the Board for approval before changes are made to the contract. The Superintendent shall provide periodic reports on change orders executed as requested by the Board.

**Project
Administration**

All construction projects shall be administered by the Superintendent or designee.

As required by the current capital improvement program, the Superintendent or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction work or the supervision of construction until the work has been completed, all close-out documents have been presented to the District, and the Board has accepted the work.

**Selection of
Professional
Services**

The Superintendent shall recommend to the Board such professional services as needed for architectural and engineering design and appraisals, soil analyses, construction testing services, planning, and for other specific job requirements in accordance with law. [See CV(LEGAL)] Selection shall be based on the following criteria:

1. Demonstrated ability to work within the budgets allocated for projects.
2. Demonstrated financial stability of the firm and permanence of professional and management staff.
3. Technical competence in school architecture as demonstrated by a record of effective and lasting solutions to problems similar to those likely to be encountered in the project under consideration.

FACILITIES CONSTRUCTION

CV
(LOCAL)

4. Demonstrated capacity of the firm to handle a project of the magnitude of the one under consideration within the available time limit and the firm's other current and future commitments.
5. Artistic talent as demonstrated by constructed architectural design.
6. Demonstrated ingenuity of design, functionality, and economy.
7. Willingness and ability of the designated project team to give personal attention consistent with the demands of the project during the planning, design, and construction phases.
8. Degree of incentive for the firm to handle the size and type of project under consideration.

Should a project management firm be employed for program implementation, its involvement in the selection process shall be at the District's discretion.

Request for
Qualifications

As required for facilities construction, the District shall publicly advertise for request for qualification (RFQ) statements from interested architectural and engineering firms.

Criteria for Review

The qualification statements should include the following information:

1. Principal firm profile (limit two pages) — Provide general information about the architectural or engineering firm, including name, address, and phone numbers. Preferential consideration shall be given to Fort Worth firms.
2. Personnel (limit five pages) — Include all key personnel to be assigned to the proposed project. Attention shall be given to the individuals' experience relative to the proposed type and scope of work.
3. Experience (limit ten pages) — Include profiles of similar projects completed by the firm in the last three years. Attention shall be given to the level of competency in achieving function, economy, aesthetic, and creative solutions within the programmatic and budgetary parameters of the projects.
4. References (limit two pages) — Include contact person, business location, and phone number. Attention shall be given to references relevant to experience.
5. Workload (limit three pages) — Demonstrate capability of the firm to implement a project of the proposed scope in the

FACILITIES CONSTRUCTION

CV
(LOCAL)

available time frame within the constraints of the firm's current and projected workload and staffing availability.

6. Organization plan (limit five pages) — Demonstrate proposed organizational structure, including principal firm and additional consultants.
7. Consultants (limit five pages) — Provide profiles of additional consultants, including but not limited to mechanical/electrical/plumbing engineers, structural engineers, and civil engineers. Include resumes of key personnel.
8. Prototypical design (limit two pages) — Discuss specific experience in prototypical design of educational facilities. Attention shall be given to creative solutions to design, achievement of budgetary advantage, understanding of programmatic requirements, and successful implementation of the project(s).
9. Historical renovation/restoration experience (limit two pages) — Discuss the firm's experience in designing renovations of and additions to historical buildings. Attention shall be given to knowledge of regulatory requirements and procedures as well as creative problem solving.

Criteria for
Recommendation

As required by the current capital improvement program, architectural firms shall be recommended based upon their statements for qualifications, an interview process (as needed), and reference verifications. During the final phase of review, the firms shall be recommended based upon the interview or the financial ability to work within established budgets and financial stability/performance of professional/technical competence/incentive/ingenuity/abilities of the firm to meet time requirements and magnitude of project(s)/personal attention to project(s)/artistic talents.

Limitations

The District reserves the right to reject any or all submittals or the tender thereof, from receipt of any contract from the District, without the necessity of stating any reason therefore. Qualification statements shall be only one of the criteria utilized by the District in determining whether, or to whom, a contract shall be granted. The submittal of a response to this RFQ shall not result in any rights whatsoever accruing to the tender thereof.

Final Phase

After a review of the firms and their qualifications, the Superintendent or designee shall submit the name of the firm to the Board.

The Board shall vote in public session to approve or reject a standard contract with the firm recommended by the Superintendent or designee.

Completion of the Project

As required by the current capital improvement program, the Superintendent or designee shall write a formal evaluation paper on the architect following the completion of the project.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE THE RENEWAL FOR TRANSLATION AND INTERPRETATION SERVICES FOR DISTRICT-WIDE USAGE

EXECUTIVE SUMMARY:

The Fort Worth Independent School District has students who speak more than 100 different languages. Translation and interpretation services support the District's efforts to communicate effectively with parents and community members. This is an ongoing collaboration and will be a renewal.

RECOMMENDATION:

Approve the Renewal for Translation and Interpretation Services for District-Wide Usage.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

FUNDING SOURCE:

General Fund (196-199)

COST:

Not-To-Exceed \$125,000.00

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#:
RFP-20-054

PROVIDER(S)/VENDOR(S):

Translation and Interpretation Network, LLC

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

District-wide

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction



Fort Worth Independent School District— Emergent Bilingual Programs PRICE LIST 2025-2026

INTERPRETATION SERVICES IN-PERSON CONSECUTIVE

Language	Rate per Hour	Minimum Appt Time (MAT)	After MAT 15-Min Increments	Rate Per Mile	Rate After Hours Appt	Emergency Rate (less than 24-Hr notice)/Holiday
Spanish (consecutive)	\$49.00	2 Hours	\$12.25	\$0.00	\$59.00	\$59.00
Spanish (Simultaneous)	\$110.00	2 Hours	\$27.50	\$0.00	\$120.00	\$120.00
All Other Spoken Languages (consecutive)	\$59.00	2 Hours	\$14.75	\$0.00	\$69.00	\$69.00
All Other Spoken Languages (Simultaneous)	130.00	2 Hours	\$32.50	\$0.00	\$140.00	\$140.00
American Sign Language (ASL)	\$69.00	2 Hours	\$17.25	Starting at 1-Hr	\$79.00	\$79.00
ASL Tactile	\$135.00	2 Hours	\$33.75	Starting at 1-Hr	\$155.00	\$155.00
Remote CART	\$149.00	1 hour	\$37.25	1-Hr Set-up	\$169.00	\$189.00

- Business hours are 8:00am – 5:00pm Local Time, Monday-Friday.
- An appointment outside these hours or on major holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, and Christmas Day) will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause. *(For example, inclement weather conditions, natural disasters, closings, internal emergencies.)*
- All ASL appointments over 1 hour require a team of interpreters.
- Travel time and additional travel expenditures will be added to appointments taking place outside of Lango's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.
- Rare languages and special dialects will be quoted on a case-by-case basis.
- Rates are valid for the state of Texas. Other states are available and can be quoted upon request.



**SCHEDULED VIDEO REMOTE
INTERPRETATION (VRI)
& OVER-THE- PHONE
INTERPRETATION (OPI)**

Language	Per Minute Rate	Minimum Appointment Time (MAT)	After MAT Per Minute Rate
Spanish	\$1.19	1 Hour	\$1.19
All Other Spoken Languages	\$1.79	1 Hour	\$1.79
American Sign Language (ASL)	\$2.99	1 Hour	\$2.99

- All appointments are subject to a one-hour minimum charge, or the amount of time requested for the appointment.
- Any appointment cancelled less than 24 hours for foreign languages and 48 hours for ASL before the start time will be charged for the minimum one hour or the amount of time requested for the appointment.
- Computer, laptop, iPad, or tablet required.
- Rare languages and special dialects will be quoted on a case-by-case basis.

ON DEMAND VIDEO REMOTE INTERPRETATION (VRI)

Language	Rate per minute
Spanish	\$1.29
Other Spoken Languages	\$1.69
American Sign Language (ASL)	\$2.99

- Rates are negotiable based on volume and language.
- No rounding to the nearest full minute.
- Computer, laptop, iPad, or Tablet required.

24/7 ON DEMAND OVER THE PHONE INTERPRETATION (OPI)

Language	Rate per minute
Spanish	\$0.99
Other Spoken Languages	\$1.59

- Rates are negotiable based on volume and language.
- No additional fees for 3-way calling.
- No rounding to the nearest full minute.
- No special equipment is required.



DOCUMENT TRANSLATION AND RELATED SERVICES

Languages	Price (includes proofreading)
English to Spanish	\$0.13/word
Spanish to English	\$0.14/word
All other languages (except very rare)	From \$0.15 to \$0.25/word
Very rare languages (i.e., tribal languages)	\$0.28/word and up
DTP-Formatting (applies to certain types of projects)	\$35-\$55/hour
Volume Discounts	Applied when word count exceeds 10,000
Minimum Fees (for projects shorter than one page/250 words)	Spanish - \$75 Other languages - \$95
Rush fee (less than 24-hour turnaround on short projects or shortened turnaround on long projects)	30% - 35% of total price
Notarization of certified translation	\$10 per document
Certified translation, hard copy	TBD depending on carrier costs
Transcription Only <ul style="list-style-type: none"> Rush - 24 hours or less. Standard: 3-day turnaround time Editing included 	TBD based on the audio quality
Captioning File Creation (example: .SRT, SCC, XML) (Transcript included) Rush - 24 hours or less. Standard: 3-day turnaround time	TBD quoted based on the project
Encoded Captioned Video (Open Captions burned into Video (e.g., YouTube, QuickTime etc....)) (Transcript included) Rush: 24 hours or less Standard: 3-day turnaround time	TBD quoted based on the project
Braille transcription (price does not include printed/bound copies or shipping)	TBD quoted based on the project
Voice-over & Subtitles	TBD quoted based on the project
Notes: Contact us for information on available language pairs. Translation rates may vary by volume discounts, use of technical/specialized terminology, or special formatting needs.	

- Request a list of all available languages.
- Translation rates may vary by volume discounts, use of technical/specialized terminology, or special formatting needs.



Lango Family of Companies

Lango comprises several legacy companies, which are now integrated under the Lango brand. This agreement applies to all of these companies, including: Translation & Interpretation Network (TIN), Affordable Language Services, Language Partners, Fisher Interpreting, Catholic Community Services of Southern Arizona (CCS), Community Outreach Program for the Deaf (COPD-NM), Equal Access Interpreters (EAI).



FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE THE RATIFICATION OF DIGITAL RESOURCE AND PROFESSIONAL DEVELOPMENT

EXECUTIVE SUMMARY:

This resource is a personalized digital library that provides all PK-5 students flexibility in accessing more than 7,000 titles – concurrent access with unlimited copies 24/7 online and offline. The use of Renaissance Learning/myON (Reader, News, and Project) allows Fort Worth ISD to monitor independent reading for comprehension, set and track personalized learning goals, increase volume of reading deepen knowledge through access to additional text in multiple languages, and create cross-curricular reading opportunities in math, social studies, and science that are aligned to the Texas TEKS Standards.

RECOMMENDATION:

Approve the Ratification Purchase of Digital Resource and Professional Development

STRATEGIC PRIORITY:

1 - Student Academic Excellence

FUNDING SOURCE:

General Fund (196-199)

COST:

\$1,078,995.22

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#: RFP#23-088

PROVIDER(S)/VENDOR(S):

Renaissance Learning, Inc./myON

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

All PK-5 students at all elementary campuses

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction



Renaissance® Quote

Renaissance Learning, Inc. | PO Box 8036, Wisconsin Rapids WI 54495-8036 | www.renaissance.com
 Phone: (800) 338-4204 | Fax: (877) 280-7642 | Federal I.D. 39-1559474

Dr. Karen Calvert Molinar
 Fort Worth ISD
 7060 Camp Bowie Blvd
 Fort Worth, TX 76116

FWISD Elementary Pricing Proposal (Q-186145), (Q-182282) (Q-189782)				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News (Q-186145)	27,622	\$18.08	(\$98,610.54)	\$400,795.22
Product	Campuses	Price Per Building		
Publisher Package (Spanish, High Interest Fiction)	75	\$6,376		\$478,200.00
Professional Services				
Services	Price		Discount Price	Price
District Success Partnership & PD (Q-182282)	\$200,000.00		\$0	\$200,000.00
Rostering Services (Q-189782)	\$0			\$0
			Total Pre-Discount	\$1,177,605.76
			Applied Discount	-\$98,610.54
			Overall Total	\$1,078,995.22

All discounts above are reflected in applied discounts.

*Current quote 7/1/2025-6/30/2026

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also



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1
 R63279.201102

agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	
By: 	By:  DocuSigned by:
Name: Ted Wolf	Name: Mary Jane Bowman
Title: VP – Global Controller	Title: Executive Director of Literary
Date: 8/7/25	Date: 8/27/2025
	Invoice Date: 9/30/25

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

388049.0520

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE ADOPTION OF A K - 5 READING LANGUAGE ARTS PROGRAM

EXECUTIVE SUMMARY:

The District recommends adopting Bluebonnet Learning K - 5 Reading Language Arts (RLA) program beginning in the 2025-2026 school year. Bluebonnet is a State Board of Education-approved high-quality instructional material (HQIM), fully aligned with the Texas Essential Knowledge and Skills (TEKS) and the English Language Proficiency Standards (ELPS).

Key features include:

- Comprehensive resources for educators - scope and sequence, daily lesson plans, and student materials.
- High ratings in the Instructional Materials Review and Approval (IMRA) process for quality and suitability.
- STAAR readiness - integrated assessments, STAAR-aligned question types, and direct instruction on extended response essays.

The Bluebonnet Learning K - 5 RLA is designed to build on Fort Worth ISD's current adoption of Bluebonnet Phonics, enhance the Instructional Framework and Instructional Planning Calendars through HQIM fidelity during the 2025-2026 school year and beyond, and employ a knowledge-based instructional approach that connects topics within and across grades. The program also embeds STAAR-aligned checks for understanding and provides direct instruction on extended constructed response essays in grades 3 - 5. Approval of this adoption will ensure that all K - 5th grade students receive instruction that is aligned to the district's Instructional Framework and expectations for high quality instructional materials implementation.

RECOMMENDATION:

Approve Adoption of a K- 5 Reading Language Arts Program

STRATEGIC PRIORITY:

1 - Student Academic Excellence

FUNDING SOURCE:

General Fund (196-199)

State Board of Education Instructional Materials Entitlement Fund

State Board of Education Instructional Materials and Technology Allotment

COST:

\$2,399,549.00

PURCHASING MECHANISM:

Cooperative Agreement

PROVIDER(S)/VENDOR(S):

Education Service Center Region 4

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

All elementary campuses

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction



K-5 RLA

escPrintWorks & Region4 esc

7145 West Tidwell Road
Houston, TX 77092-2096
Phone: 713-744-6501
Email: escprintworks@esc4.net

Quotation for:

FW ISD
Prices based on EMAT pricing as of 9.05.2025.
Includes free trade books
TE/SE ratio estimated at 18:1

Date 9/9/2025
Quotation #
Customer ID

Customer Contact	P.O. Number	Ship Date	Ship Via	F.O.B. Point	Terms
FWISD		TBD	TBD	LEA	Due on receipt

Quantity	Program ID	Grade	Unit Price	Shipping	Amount
398	9798890723444-TG	Grade K	\$ 367.00		\$ 146,066.00
5,136	9798890723444-SE	Grade K	\$ 62.00		\$ 318,432.00
370	9798890723451-TG	Grade 1	\$ 317.00		\$ 117,290.00
5,199	9798890723451-SE	Grade 1	\$ 30.00		\$ 155,970.00
333	9798890723468-TG	Grade 2	\$ 275.00		\$ 91,575.00
5,289	9798890723468-SE	Grade 2	\$ 33.00		\$ 174,537.00
295	9798890723475-TG	Grade 3	\$ 217.00		\$ 64,015.00
5,199	9798890723475-SE	Grade 3	\$ 55.00		\$ 285,945.00
271	9798890723482-TG	Grade 4	\$ 137.00		\$ 37,127.00
5,440	9798890723482-SE	Grade 4	\$ 48.00		\$ 261,120.00
246	9798890723499-TG	Grade 5	\$ 166.00		\$ 40,836.00
5,434	9798890723499-SE	Grade 5	\$ 38.00		\$ 206,492.00
				Subtotal	\$ 1,899,405.00

*Shipping is an estimate and is subject to change dependent on delivery method.

Thank you!

Sales Tax	\$ -
Sub Total	\$ 1,899,405.00
*Shipping	\$ 306,000.00
Total	\$ 2,205,405.00

Quantity	Program ID	Grade	Unit Price	Shipping	Amount
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escPrintWorks & Region4 esc

7145 West Tidwell Road
Houston, TX 77092-2096
Phone: 713-744-6501
Email: escprintworks@esc4.net

Quotation for:

FWISD
Spanish Pilot Program
Teacher Editions estimated at 18:1 ratio

Date 9/12/2025
Quotation #
Customer ID

Customer Contact	P.O. Number	Ship Date	Ship Via	F.O.B. Point	Terms
Meghan Rios			TBD	LEA	Due on receipt

Quantity	Program ID	Description	Unit Price	Shipping	Amount
100	9798894643472-TG	Grade K RLA	\$ 421.00		\$ 42,100.00
1,258	9798894643472-SE	Grade K RLA	\$ 48.00		\$ 60,384.00
90	9798894643489-TG	Grade 1 RLA	\$ 353.00		\$ 31,770.00
1,334	9798894643489-SE	Grade 1 RLA	\$ 48.00		\$ 64,032.00
88	9798894643496-TG	Grade 2 RLA	\$ 387.00		\$ 34,056.00
1,404	9798894643496-SE	Grade 2 RLA	\$ 52.00		\$ 73,008.00
97	9798894643502-TG	Grade 3 RLA	\$ 196.00		\$ 19,012.00
1,372	9798894643502-SE	Grade 3 RLA	\$ 79.00		\$ 108,388.00
109	9798894643519-TG	Grade 4 RLA	\$ 193.00		\$ 21,037.00
1,472	9798894643519-SE	Grade 4 RLA	\$ 73.00		\$ 107,456.00
90	9798894643526-TG	Grade 5 RLA	\$ 146.00		\$ 13,140.00
1,147	9798894643526-SE	Grade 5 RLA	\$ 47.00		\$ 53,909.00
	TEA SPANISH GRANT CREDIT				\$ (628,292.00)
Print on Demand	Based on 9.09 availability	ISBNs to be printed			\$ 63,650.00
	9798896344971	9798896344940			
	9798894642758	9798896345121			
	9798896344780	9798894643243			
	9798894643236	9798896345039			
	9798894643250	9798896345787			
	9798896345947	9798894643182			
	9798896345527	9798894643120			
	9798894643205	9798894643083			

Quantity	Program ID	Description	Unit Price	Shipping	Amount
	9798896345602	9798894643106			
	9798896345862	9798894643137			
	9798894643212	9798894643168			
	9798896345442	9798896344865			
	9798896345404	9798894643090			
	9798894643175	9798896344667			
	9798896346029	9798896344711			
	9798894643113	9798896345213			
	9798894643151	9798896345695			
	9798896344629	9798894643229			
	9798894643199	9798896344612			
	9798896346081	9798896345305			
	9798894643144				
		G4 and G5 Anthologies			\$ 19,144.00
				Subtotal	\$ 82,794.00
				Shipping	\$ 111,350.00
				Other	\$ -
				Total	\$ 194,144.00

If you have any questions concerning this quotation contact Mike Houser:
713-744-4450 or mike.houser@esc4.net

Thank you for ordering with Region4 and escPrintWorks!

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR ELEMENTARY SCHOOL #2 REPLACEMENT AT MAUDRIE WALTON SITE RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

EXECUTIVE SUMMARY:

Pursuant to the provisions of Texas Education Code Chapter 2269, Subchapter D, the District issued a Competitive Sealed Proposal (CSP 26-015) to select a General Contractor firm for the Elementary School #2 Replacement at Maudrie Walton Site with the following schedule of events:

Event	Date
First Advertisement	June 26, 2025
Second Advertisement	July 3, 2025
Pre-Proposal Conference	July 8, 2025
Deadline for Questions	August 1, 2025
Deadline to Receive Proposals	August 7, 2025

On August 7, 2025, the District received three (3) CSPs from firms in response to the solicitation. All three (3) of the proposals were deemed responsive and compliant with the CSP requirements. The three (3) proposals were evaluated and ranked as follows:

1. Sedalco, Inc.
2. Construction Zone of Texas LLC
3. BOWA Post L Joint Venture

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Elementary School #2 Replacement at Maudrie Walton Site Renovations in Conjunction with the 2021 Capital Improvement Program

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Bond Funds (652-691)

COST:

Not to Exceed \$45,406,743.00

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#: 26-015

PROVIDER(S)/VENDOR(S):

BOWA Post L Joint Venture
Construction Zone of Texas LLC
Sedalco, Inc.

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

Capital Improvement Program
TEA #160 Maudrie Walton ES

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOB ORDER CONTRACTING SERVICES FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM

EXECUTIVE SUMMARY:

On June 28, 2022, the Board of Education approved authorization to enter into contracts for Job Order Contracting Services under Request for Competitive Sealed Proposals (RFCSP) 22-086.

On April 22, 2025, RFP 22-086 became invalid. As a result, the District issued RFP 26-007 entitled "Job Order Contracting (JOC) General Contractor Services for the FWISD 2021 Capital Improvement Program (CIP)" with the following schedule of events:

Event	Date
First Advertisement	June 5, 2025
Second Advertisement	June 12, 2025
Deadline for Submission of Questions	June 13, 2025
Statements of Qualification Due	June 30, 2025

On June 30, 2025, the District received thirty-six (36) Competitive Sealed Proposals (CSPs) from firms in response to the RFP. All thirty-six (36) CSPs submitted were deemed responsive and compliant with the RFP requirements.

The evaluation resulted in the recommendation of the top twenty-five (25) firms for JOC General Contractor Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2269.401, staff recommends that the Board approve the firms identified as qualified providers of JOC General Contractor Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

RECOMMENDATION:

Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

FUNDING SOURCE:

Bond Funds (652-691)

COST:

Not to Exceed \$15,000,000

PURCHASING MECHANISM:

Competitive Solicitation - RFP/RFQ/Bid#: 26-007

PROVIDER(S)/VENDOR(S):

- Adept Facilities & Design
- Basic IDIQ, Inc.
- Big Sky Construction Company Inc.
- CGC General Contractors, Inc.
- FH Paschen
- General Commercial Solutions, LLC
- Horus Construction of TX INC
- ICON Diversified, LLC
- JonesCo General Contractors LLC
- LEMCO Construction & Materials, LLC
- LMC Corporation
- Mart, Inc.
- Morales Construction Services, Inc.
- Nash Industries Inc
- Nouveau Construction
- NTXP LLC
- Phillips/May Corporation
- Picasso Contractors LLC
- Post L Group, LLC
- Reeder General Contractors
- RNDI Companies
- RS Commercial Construction
- SDB Contracting Services
- Sullivan Contracting Services
- Texas AirSystems, LLC

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

Capital Improvement Program

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM

BOARD MEETING

September 23, 2025

TOPIC: APPROVE PURCHASE OF INSURANCE FOR STUDENT DEVICES

EXECUTIVE SUMMARY:

The district approved the purchase for student devices for the 2025-2026 school year. This insurance coverage is essential to ensure that all students and staff have continuous access to functional devices, regardless of incidents involving accidental damage, loss, or theft for those devices. The coverage starts on 11/1/2025 through 10/31/2026.

RECOMMENDATION:

Approve Purchase of Insurance for Student Devices

STRATEGIC PRIORITY:

2 - Student and Family Engagement

FUNDING SOURCE:

General Fund (196-199)

COST:

\$1,406,259.00

PURCHASING MECHANISM:

Cooperative Agreement
TIPS Contracts 250106

PROVIDER(S)/VENDOR(S):

AKKO LLC

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

District-Wide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
Neil Bolton, Senior Officer, IT Security



**Apple MacBook Air w/Case - \$699 Coverage - 1 Year
of Coverage (11/1/2025-10/31/2026) - \$0
Deductible - Unlimited Claims**

Fort Worth ISD
7060 Camp Bowie Blvd
Fort Worth, Texas 76116
United States

Neil Bolton
neil.bolton@fwisd.org
817.814.3000

AKKO
95 Third Street
2nd Floor
San Francisco, CA 94103
United States

Prepared by: Arlene Miles
Education Partnerships Specialist
arlene@getakko.com
+16145960683

Reference: 20250716-163202555
Quote created: July 16, 2025
Quote expires: October 14, 2025

Total **\$1,353,645.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Coverage: (A) Accidental Damage, Cracked Screen (B) LiquidDamage (D) Theft (E) Loss - Cost per device: \$54.20	27,000	\$1,353,645.00 after 7.5% discount
SUMMARY		
One-time subtotal		\$1,353,645.00 after \$109,755.00 discount

Total	\$1,353,645.00
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Comments

TIPS Contract 250106 Technology Solutions, Products and Services

Purchase terms

Signature

Signature

Date

Printed name



Theft & Loss Coverage - 1 Year Policy - Unlimited Claims

Fort Worth ISD

7060 Camp Bowie Blvd
Fort Worth, Texas 76116
United States

Neil Bolton

neil.bolton@fwisd.org
817.814.3000

Reference: 20250819-214042520
Quote created: August 19, 2025
Quote expires: November 17, 2025

AKKO

95 Third Street
2nd Floor
San Francisco, CA 94103
United States

Prepared by: Arlene Miles

Education Partnerships Specialist
arlene@getakko.com
+16145960683

Total **\$52,614.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
Lenovo 100e Chromebook Gen 4 - 11.6 - \$230 Coverage - \$0 Deductible. Cost per device: \$4.74	12,000	\$52,614.00 after 7.5% discount
SUMMARY		
One-time subtotal		\$52,614.00 after \$4,266.00 discount

Total	\$52,614.00
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Comments

TIPS Contract 250106 Technology Solutions, Products and Services

Purchase terms

Signature

Signature

Date

Printed name