Fort Worth ISD Regular Board Meeting
Tuesday, November 10, 2026 at 5:00 PM

Official Agenda and Meeting Notice

Notice is hereby given that on Tuesday, November 10, 2026, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:00 PM at the Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard. This meeting will be streamed and archived on the Fort Worth ISD Live YouTube channel, and on the FWISD Video on Demand site. 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 notice.

Members of the public may make a public comment in-person or by written statement. The guidelines for public comment are posted on the Board of Education webpage.

Signs are permitted in the Board room only if they comply with the District's posted meeting guidelines. Signs must be handheld, may not exceed 11 x 17 inches, may not be attached to poles, sticks, or other supports, and may not obstruct visibility, block aisles or exits, create a safety concern, or disrupt the orderly conduct of the meeting.

Public comment will be organized into three portions to allow speakers to address the Board at the appropriate stage of the meeting:

Consent Agenda: The first public-comment portion will address items listed on the consent agenda. Speakers registered to address one or more consent-agenda items will be heard before the Board considers and votes on the consent agenda.

Action Items: The second public-comment portion will address items listed as action items. All speakers registered to address one or more action items will be heard before the Board begins its consideration of any action items. Public comment will not be taken separately before each action item.

General Items: The third public-comment portion will occur after the Board has concluded its consideration of all action items. During this portion, speakers may address matters related to District business or operations, regardless of whether the subject is included on the meeting agenda.

A speaker who registers for only one public-comment portion will generally receive up to three minutes. A speaker who registers for more than one public-comment portion will receive up to two minutes during each portion for which the speaker is registered.

Registering to speak about multiple consent-agenda items or multiple action items does not provide additional speaking time within that portion of the meeting.

Page

1. 5:00 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM

2. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.071 (Legal), §551.072 (Real Property), §551.074 (Personnel), and §551.076 (Security).

A. Discussion with Legal Counsel Regarding Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Discussion with Legal Counsel Regarding Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Discussion Regarding Reporting of Certain Certified Staff for Contract Abandonment

D. Discussion of Districtwide Safety and Security Plan

E. Discussion of TEA Intruder Detection Audits

F. Discussion with Legal Counsel Regarding the Purchase, Exchange, Lease or Value of Real Property - Charles Nash Elementary School

3. 6:00 PM - RECONVENE OPEN SESSION - BOARD ROOM

4. PLEDGE OF ALLEGIANCE AND PLEDGE TO THE TEXAS FLAG

Led by Western Hills High School JROTC Cadets

5. RECOGNITIONS

A. Recognition of Student Greeters and Performers

B. Native American Heritage Month

C. Texas Art Education Association District of Distinction

D. Board of Education Resolution Honoring Dolores Huerta 6

6. REPORTS

A. Superintendent Update

B. District Comprehensive Data Review 7

C. Beginning-of-Year (BOY) NWEA Measures of Academic Progress (MAP) Assessment Results Report

D. Annual Cooperative Fees Report 87

7. LONE STAR GOVERNANCE

A. Discussion Regarding Lone Star Governance Student Outcome Goals and Superintendent Guardrails 88

8. PUBLIC COMMENT CONSENT AGENDA

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 an item be removed from the "Consent Agenda" and voted upon separately.

Dr. Louis Kushner, Chief of Staff

A. Approve Board of Education Meeting Minutes 95

Regular Meeting - Oct 13 2026 - Minutes - Html

Special Meeting - Oct 27 2026 - Minutes - Html

B. Approve 2026-2027 Budget Amendment for School Action Fund for Neighborhood PK 107

NPK Amendment.docx Amended Budget.pdf

Legal, Sidney Pounds, General Counsel

C. Approve Revisions to Board Policy EFB(LOCAL) - Instructional Resources: Library Materials 110
Revisions to Board Policy EFB(LOCAL).docx
EFB (LOCAL) Revisions.pdf

D. Approve Revisions to Board Policy FD(LOCAL): Admissions 118
Revision to Board Policy FD(LOCAL).docx FD(LOCAL).docx

E. Approve Revisions to Board Policy FDA (LOCAL) – Admissions: Interdistrict Transfers and FDB (LOCAL) – Admissions: Intradistrict Transfers and Classroom Assignments 122
Revisions to Board Policy FDA and FDB (LOCAL).docx
FDA (LOCAL) Revisions.pdf FDB (LOCAL) Revisions.pdf

F. Approve Revisions to Board Policy BQA(LOCAL) - Planning and Decision-Making Process: District-Level 127
Revision to Board Policy BQA(LOCAL).docx
BQA (LOCAL) Revisions.pdf

School Leadership, Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

G. Approve 2026-2027 Targeted Improvement Plans and Turnaround Plans 134
2026-2027 TIP and TAP.docx

H. Approve 2026-2027 Campus Improvement Plans (CIP) 136
2026-2027 Campus Improvement Plans.docx

I. Approve 2026-2027 District Improvement Plan (DIP) 138
District Improvement Plan.docx

J. Approve the Award of Request for Proposal (RFP) No. 26-082 for Exclusive Athletic Branding for Interscholastic Programs 140
Exclusive Athletic Branding RFP 26-082.docx
FWISD Rewards Agreement-BSN.pdf

K. Approve Renewal of Contract for the Tarrant County Partnership with the Fort Worth Independent School District Office of Adult Education for 2026-2027 145
Adult Education.docx
Tarrant County Workforce Contract.pdf

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

L. Approve P-TECH Model Memorandum of Understanding Between Fort Worth Independent School District and the City of Fort Worth 262
P-TECH Model.docx P-TECH Agreement.docx

M. Approve School Library Advisory Council Recommendation List 267
FWISD Library Media Services SLAC List August.docx

Operations, Kellie Spencer, Deputy Superintendent of Finance and Operations

N. Approve the Quarterly Investment Report for the Period: July 1,2026 -September 30, 2026 268
Quarterly Investment Report July 1 2026 - September 30 2026.docx
Quarterly Investment Report Signed.pdf

O. Approve an Interlocal Agreement with the City of Fort Worth for the 2026-2027 School Resource Officer Program and Approve Ratification of any Prior Payments 281
School Resource Officer Program and Payment Ratification.docx

Technology, Tandi Smith, Interim Chief Technology Officer

P. Approve Contract Extension for Temporary Contractor Services for Data Analytics and Reporting Projects 283
Data Analytics and Reporting Projects.docx
Statement of Work-OMNIA.docx

10. PUBLIC COMMENT ACTION ITEMS

11. ACTION AGENDA ITEMS

A. Item(s) Removed from Consent Agenda

Dr. Louis Kushner, Chief of Staff

B. Approve Nomination for the Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B 286
TASB Board of Directors.docx

Legal, Sid Pounds, General Counsel

C. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code 287
Termination Good Cause Chapter 21 Probationary Contracts.docx

D. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code 288
Termination Good Cause Chapter 21 Term Contracts.docx

Talent Management, Denisha Presley, Chief Talent Officer

E. Approve Reporting of Certain Certified Staff to TEA for Chapter 21 Contract Abandonment 289
Chapter 21 Contact Abandonment.docx

12. PUBLIC COMMENT GENERAL ITEMS

13. ADJOURN

RESOLUTION
TO HONOR THE LIFE AND LEGACY OF DOLORES HUERTA, A DISTINGUISHED CIVIL RIGHTS LEADER

WHEREAS, in 2000, FWISD Trustee Rose Herrera spearheaded the effort of the Board of Trustees to honor the contributions made by Hispanic and civil rights leaders to our community, and the Board of Trustees approved naming Dolores Huerta Elementary School,

WHEREAS, on April 14, 2026, the FWISD Board of Managers unanimously approved a Resolution to honor the life and legacy of Dolores Huerta,

WHEREAS, Dolores Huerta, recipient of the Presidential Medal of Freedom, deceased on October 28, 2026,

WHEREAS, the FWISD Board of Managers now wishes to acknowledge the contributions made by Dolores Huerta to raise public awareness and promote education concerning Hispanic and civil rights leaders and social justice,

NOW IT IS RESOLVED that the Board of Managers hereby recognizes and honors Dolores Huerta for her longstanding and numerous contributions to our community, as well as her tireless and unwavering dedication to raising public awareness and advancing education regarding Hispanic and civil rights leaders and social justice,

NOW IT IS FURTHER RESOLVED that this action by the Board of Managers is intended to honor the life and enduring legacy of Dolores Huerta, a distinguished civil rights leader, whose lifetime dedication to advancing social justice embodies and reflects the core values of our community and school district: that all individuals are entitled to dignity, respect, equality, and justice.

DRAFT

EXECUTED this 10th day of November, 2026

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____

President
Board of Managers
Fort Worth Independent School District

ATTEST:

By: _____

Secretary
Board of Managers
Fort Worth Independent School District

Fort Worth
INDEPENDENT SCHOOL DISTRICT

2025–26 State Accountability Results

Three-Year Performance Trends, Key Findings, and Priorities for Continued Improvement

Board Presentation | Division of School Leadership

Review Of Accountability Rating Components With Board Discussion

Tonight, we will walk through each part of the A-F rating, with a pause for board questions following each section

Every section follows four beats

1 How Texas calculates it › 2 Outcomes & what they mean › 3 Root causes › **4 Solutions: conditions & tactics**

Section	Presentation	Board questions
Opening & how Texas grades schools	15 min	Within Q&A that follows
Overall rating	20 min	**10 min pause**
Domain 1: Student Achievement	25 min	**10 min pause**
Domain 2A: Academic Growth	15 min	**10 min pause**
Domain 2B: Relative Performance	10 min	**10 min pause**
Domain 3: Closing the Gaps	20 min	**10 min pause**
Bringing it together & next steps	10 min	**15 min pause**
Total	**115 min**	**65 min**

Three Consecutive Years Of Improvement, With Continued Gaps In Grade-Level Performance:

Three straight years of improvement, but most students are still not on grade level

MOMENTUM

77 (C), up from 65 (D) in 2023

Overall score improved three years in a row; every domain improved each year; A/B campuses grew from 15% to 44%.

THE REALITY

39% of tests met grade level

42% of students meet grade level in reading and 35% in math, vs. 56% and 47% statewide.

WHERE IT'S CONCENTRATED

15 of 26 D/F campuses are Elevate

Elementary literacy, middle grades, and a set of chronically low campuses drive most of the gap.

WHAT'S CHANGING

Conditions set under intervention

Instructional framework, leadership standards, tiered autonomy, and tighter data cycles. Leading indicators reported to the board.

So what: The overall score increased from 65 in 2023 to 77 in 2026, but 77 is a C. Getting to a B requires moving students from 'approaches' to 'meets' grade level.

Fort Worth ISD Served 67,315 Students During the 2025-2026 School Year

67,315
students enrolled in 2025-2026 SY*

134
schools (124 rated)

81.9%
economically disadvantaged

40.7%
emergent bilingual

15.6%
special education

25%
chronically absent (attendance rate 92.6%)

13.6
students per teacher; 4,938 teachers

33%
of 8th graders took Algebra I

So what: Our system has to be built for multilingual, high-poverty learners. Attendance is a direct lever on every domain.

SECTION 1

How Texas grades districts and schools

0–100 score, three domains, and four STAAR performance levels

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Texas Rates Every District And Campus A–F Using Three Domains Of Student Outcomes

DOMAIN 1

Student Achievement

How many students met the standard?

STAAR results; for high schools also College, Career & Military Readiness (CCMR) and graduation rate

DOMAIN 2A

Academic Growth

Did students grow at least a year?

Year-over-year STAAR progress in reading and math, including students who accelerated after failing

DOMAIN 2B

Relative Performance

How do we compare with similar schools?

Achievement compared with campuses statewide that serve similar demographics of students

DOMAIN 3

Closing the Gaps

Is every student group on track?

Each racial/ethnic group and the High Focus group measured against state targets

So what: Domains 1 and 2 decide 70% of the grade; Domain 3 decides 30%. You cannot earn an A while any group is left behind.

"Meets Grade Level": A Key Indicator of Readiness for the Next Grade

Did Not Meet	Approaches	Meets Grade Level	Masters Grade Level
Unlikely to succeed in the next grade without significant, ongoing intervention	Likely to succeed next year only with targeted academic intervention	High likelihood of success in the next grade with little or no intervention	Expected to succeed in the next grade with little or no support

ON GRADE LEVEL

PASSING

So what: **Throughout tonight, 'Meets' or 'Masters' means on grade level. 'Approaches' passes the test but signals a student who still needs support.**

A–F Ratings Carry Consequences: Five Straight Unacceptable Years Triggers State Action At a Campus

A	**90–100**	Exemplary
B	**80–89**	Recognized
C	**70–79**	Acceptable
D	**60–69**	Needs improvement
F	**0–59**	Unacceptable

How the “years unacceptable” clock works

- Each overall F rating adds one year to the "years unacceptable" count
- Three consecutive overall D ratings add one year to the count
- An A, B, or C rating resets the count to zero
- **Year 5 triggers state intervention at the campus**

So what: An A, B, or C resets a campus's clock to zero. That is why moving D campuses to C matters as much as moving C to B.

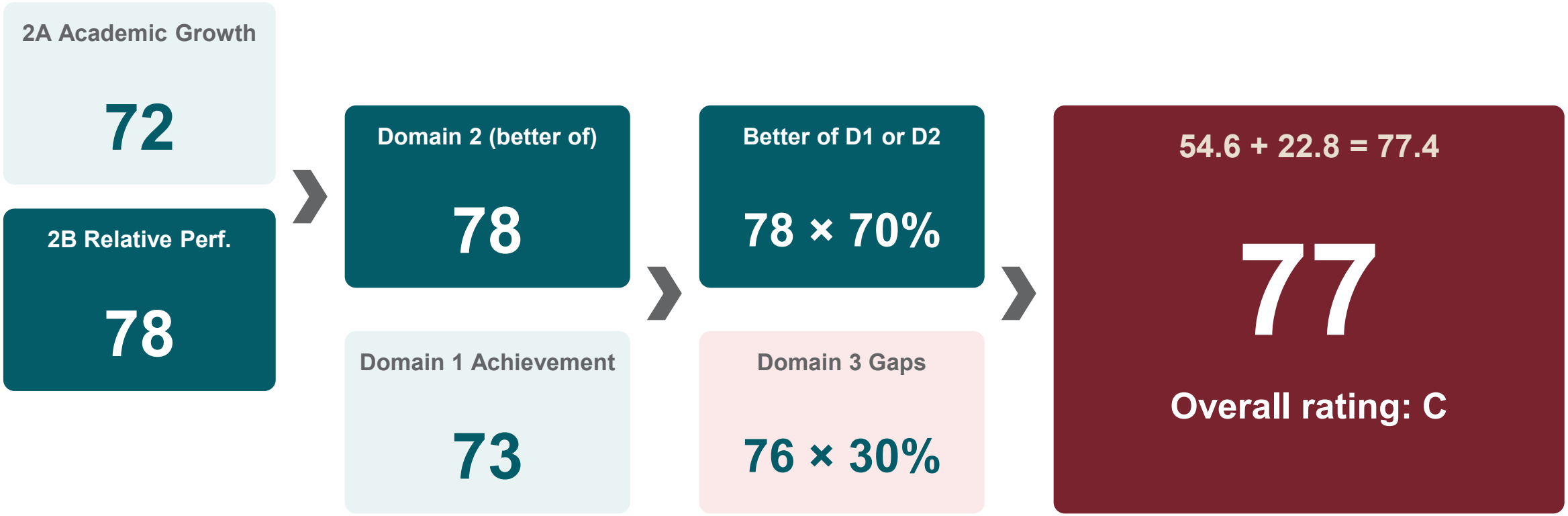
SECTION 2

Overall rating

FWISD earned a 77 (C) in 2026, up four points and the third straight year of improvement

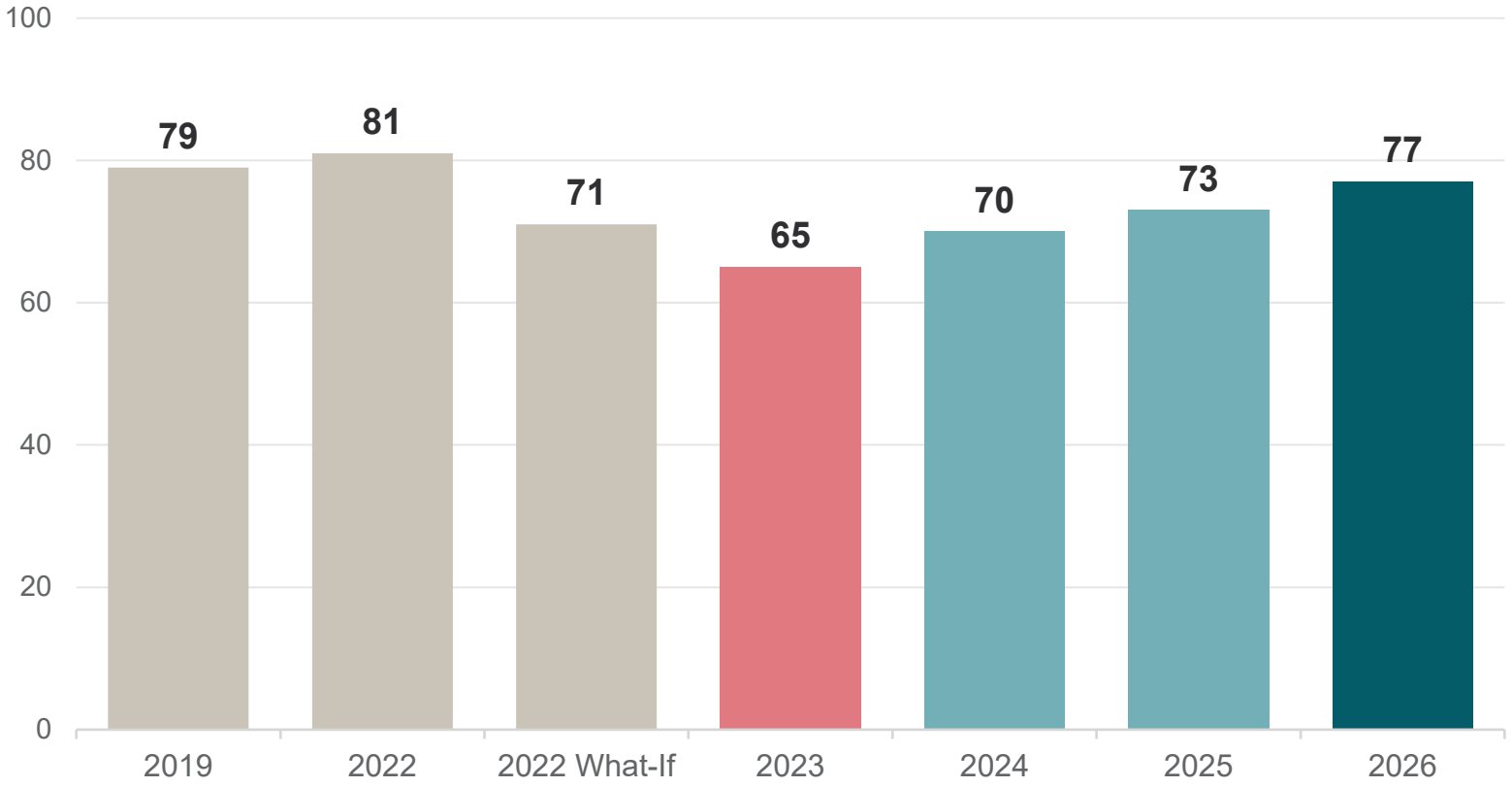
Fort Worth
INDEPENDENT SCHOOL DISTRICT

How Texas Calculates Our Overall Score: The Better Of Domain 1 Or 2 Counts 70%, Domain 3 Counts 30%



So what: Academic Growth (72) and Student Achievement (73) are the district's lowest-scoring accountability areas and priorities for improvement. Relative Performance (78) currently determines the 70% component of the overall rating.

Fort Worth ISD Gained 12 Points Since 2023, Improving from a D to a C and Moving Within 3 Points of a B

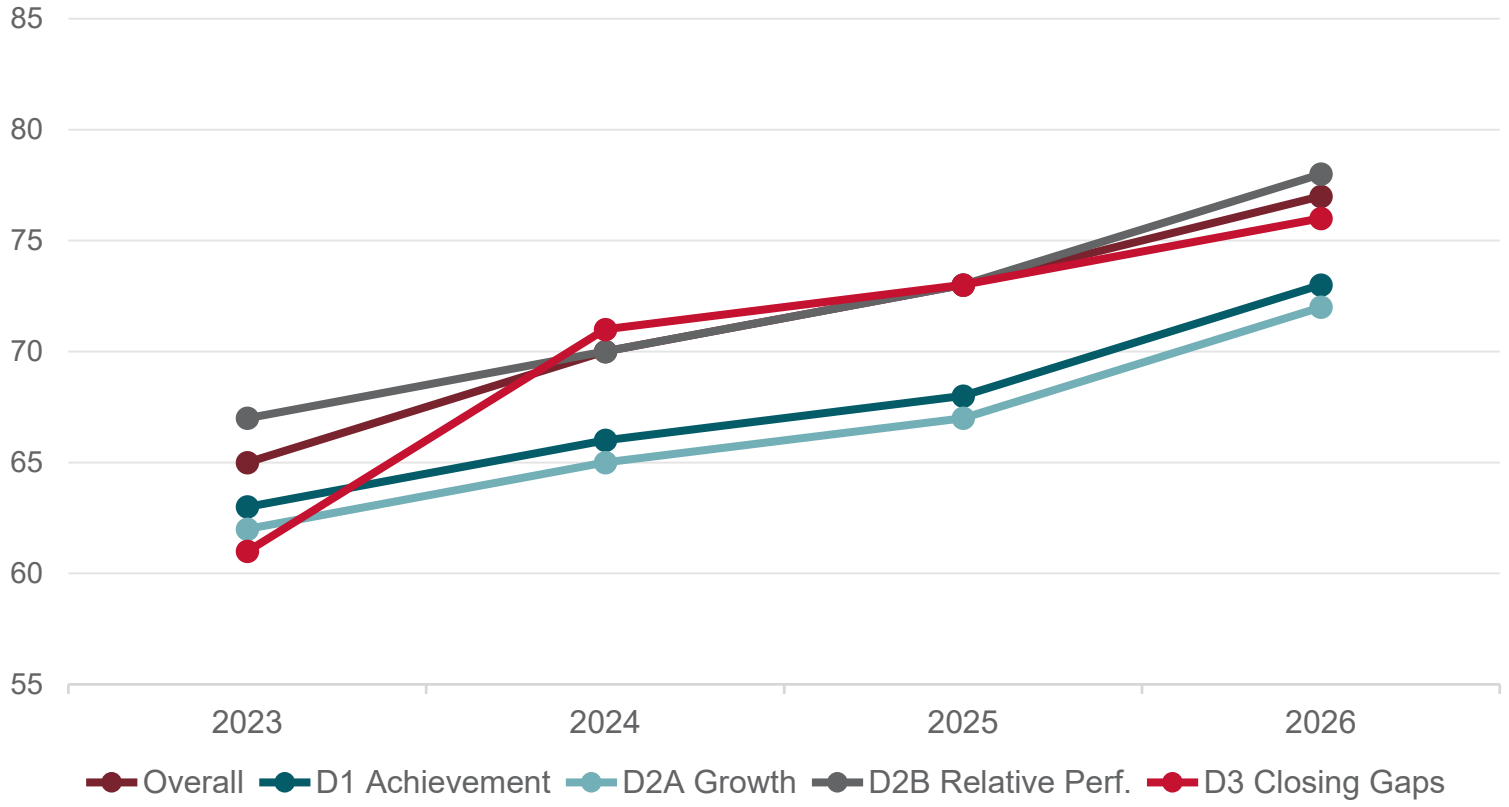


Letter grade by year

2019	**79 · C**
2022	**81 · B**
2023 (new rules)	**65 · D**
2024	**70 · C**
2025	**73 · C**
2026	**77 · C**

So what: **Three straight gains (+5, +3, +4). Sustaining a 4-point pace would put the district at a B (80+) next year.**

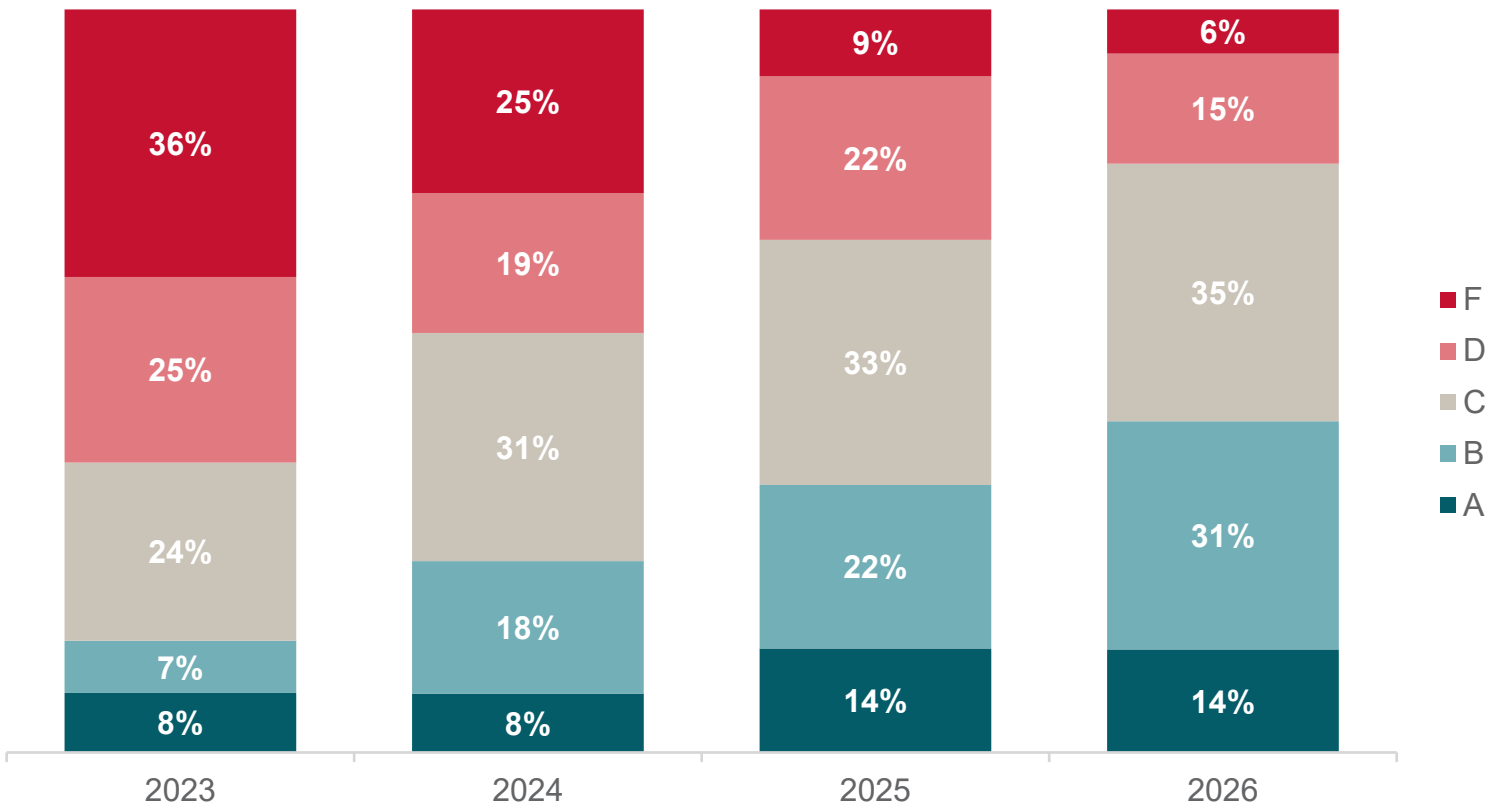
All Three Accountability Domains Have Improved for Three Consecutive Years, While Student Achievement Remains the Lowest-Scoring



	2023	2024	2025	2026
Overall	65	70	73	**77**
D1 Achievement	63	66	68	**73**
D2A Growth	62	65	67	**72**
D2B Relative	67	70	73	**78**
D3 Gaps	61	71	73	**76**

So what: Our rating rests on Relative Performance (78). Raw achievement (73) and academic growth (72) are the two lowest scoring areas.

Since 2023, A/B Campuses Nearly Tripled (15% → 44%) While D/F Campuses Fell from 61% to 21%



55 · 44%

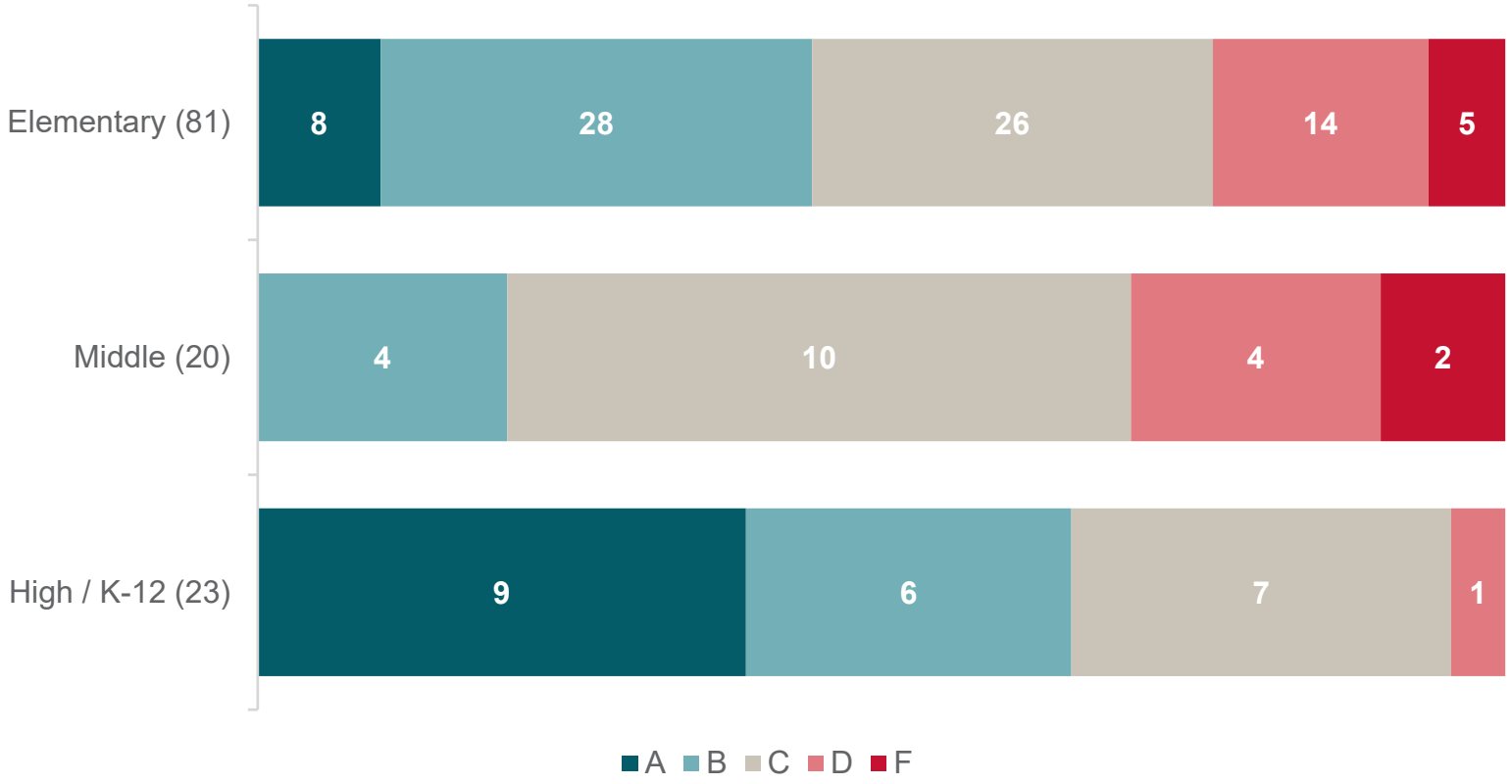
campuses rated A or B in 2026 (19 in 2023)

26 · 21%

campuses rated D or F in 2026 (77 in 2023)

So what: **The middle of the distribution moved up. The percentage of campuses rated A, B, or C increased, while the percentage rated D or F decreased. The 26 campuses still rated D or F remain a priority for targeted support.**

Middle Schools Need Targeted Support: No A Campuses and 6 of 20 Rated D or F



Elementary

19 D/F

23% of campuses

Middle

6 D/F

30% of campuses; 0 A's

High / K-12

1 D

4% of campuses; 15 A/B

So what: Elementary holds the most D/F campuses (19); middle schools have the highest percent of D/F campuses (30%). Both need a different level of support.

80% of Campuses Maintained or Improved Their Ratings, with 43 Advancing but 25 Declining by at Least One Letter Grade

2025 ↓ / 2026 →	A	B	C	D	F	Total
A	11	6	0	0	0	**17**
B	4	15	7	2	0	**28**
C	1	12	18	7	3	**41**
D	1	5	14	7	0	**27**
F	0	0	3	3	4	**10**
Total	**17**	**38**	**42**	**19**	**7**	**123**

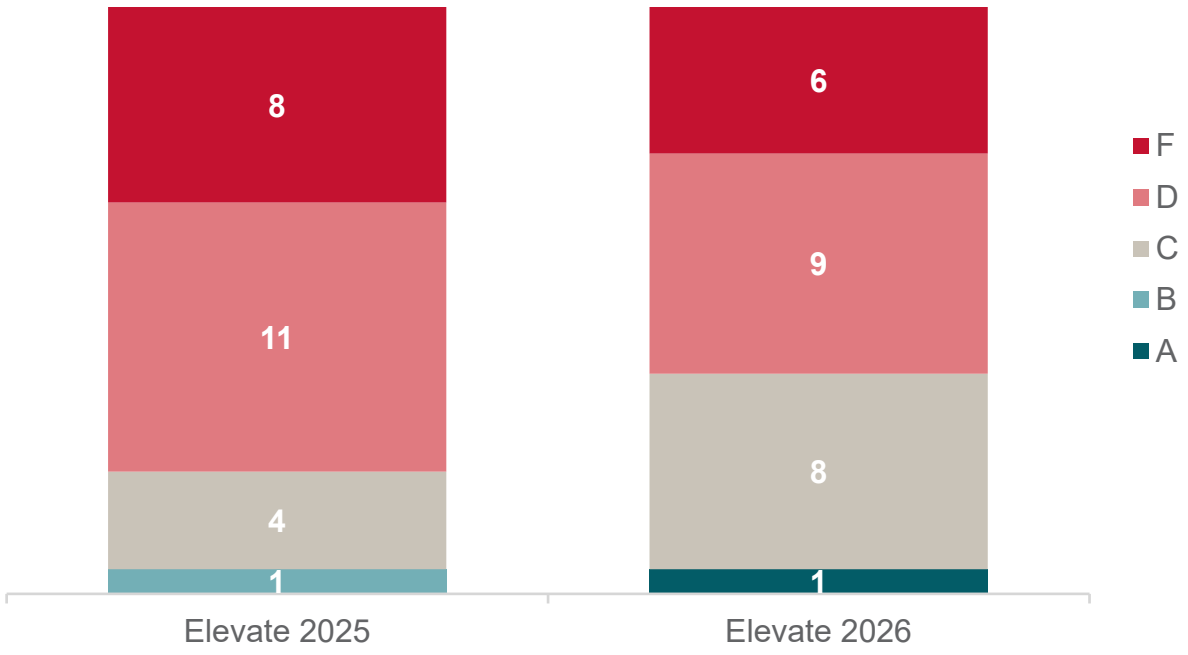
43 improved at least one letter (35%)

55 held steady (45%)

25 declined at least one letter (20%)

So what: Forty-three campuses improved, 55 maintained their rating, and 25 declined. Continued support should focus on sustaining improvements and addressing declines.

Low-Performing Campuses Are Concentrated in the Elevate Network, Which Accounts for 15 of 26 D- or F-Rated Campuses



15 of 26

D/F campuses districtwide are in Elevate

19 → 15

Elevate D/F campuses, 2025 to 2026

56

average Domain 1 score in Elevate (district: 73)

5 → 9

Elevate campuses rated C or better

So what: Concentration is an opportunity: intensive support for about two dozen campuses can move most of what remains below C.

Fourteen Campuses Exited the Unacceptable list, but William James Middle Reached Year 5, Triggering State Action

14

campuses exited by earning a B or C (Leonard MS cleared 4 years)

14

campuses carry an unacceptable count into 2026-27

Campus	2026	Years unacceptable
William James Middle	**57 F**	**5: triggers state action**
Morningside Middle	54 F	4
W.M. Green Elementary	58 F	4
Riverside Middle	64 D	3 (4th straight D)
Wedgwood Middle	69 D	3
Clifford Davis Elementary	69 D	3
Rufino Mendoza Sr. Elementary	66 D	3

Also on the list: Monnig MS, Meadowbrook MS, East Handley ES (Year 2); Carter Park, Maudrie Walton, Sunrise-McMillan, Woodway ES (Year 1). Edward Briscoe (Year 4) closed after 2025-26;
*Western Hills Primary and Western Hills Elementary consolidated.

So what: Morningside and W.M. Green are one year from the same trigger. Their 2026-27 plans need board-level monitoring now.

Root Causes Behind the Overall Rating: An Instructional System that Wasn't Yet Consistent Enough to Lift Every Campus

1 Inconsistent Tier 1 instruction across campuses

Achievement is one of the lowest domains (73). 59 campuses are D/F in Domain 1. Varied campus results points to the need to examine differences in instructional implementation and support.

2 Chronically low campuses without enough sustained support

15 of 26 D/F campuses are in Elevate; 14 carry unacceptable counts. Leadership and teacher turnover at these campuses has repeatedly reset improvement.

3 Middle grades without a coherent model

No A-rated middle schools. 16 of 20 middle schools are D/F in Domain 1, and middle schools hold 4 of 8 Domain 3 F's.

4 Lost instructional time

25% of students were chronically absent (missed 10%+ of school days). Gains in the classroom can't reach students who aren't there.

What has Changed: District Initiatives Intended to Increase Consistency and Support Across Campuses

Conditions changed under intervention

- Board governance focused on student outcomes and monitored goals
- Defined Autonomy Framework: Elevate / Emerge / Exemplar tiers match support and flexibility to performance
- FWISD Standards of Leadership with a 9-box talent review for principals
- Regional chief structure that puts direct support on every campus

Tactics on campuses and in classrooms

- Cowtown 12 instructional framework as one common definition of strong teaching
- Elevate campuses get structured supports, staffing priority, and closer oversight
- Weekly Spot classroom walkthroughs and coaching by campus and regional leaders
- Six-week Demonstration of Learning (DOL) data cycles to reteach before STAAR

What the board will see (leading indicators)

- Share of campuses on track on six-week assessments
- Spot observation results against the Cowtown 12 indicators
- Attendance and chronic absenteeism, monthly
- Status of Year 3–5 campuses against their turnaround plans

So what: We will report these leading indicators to the board each grading period, not just once a year when ratings come out.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth INDEPENDENT SCHOOL DISTRICT

SECTION 3

Domain 1: Student Achievement

73 (C), up 5 points, and the first time since the 2023 refresh that achievement is out of the D range

How Texas Calculates Domain 1: Average the Share of Tests at Each Passing Level, then Scale to 0–100

% Approaches+

66% of all STAAR tests (state 76%)

% Meets+

39% of all STAAR tests (state 52%)

% Masters

14% of all STAAR tests (state 24%)

Average = 40

(66 + 39 + 14) ÷ 3 = 40 raw STAAR component

Scaled score 73

Combined with CCMR and graduation at high schools; converted to the 0–100 scale

Elementary & middle schools

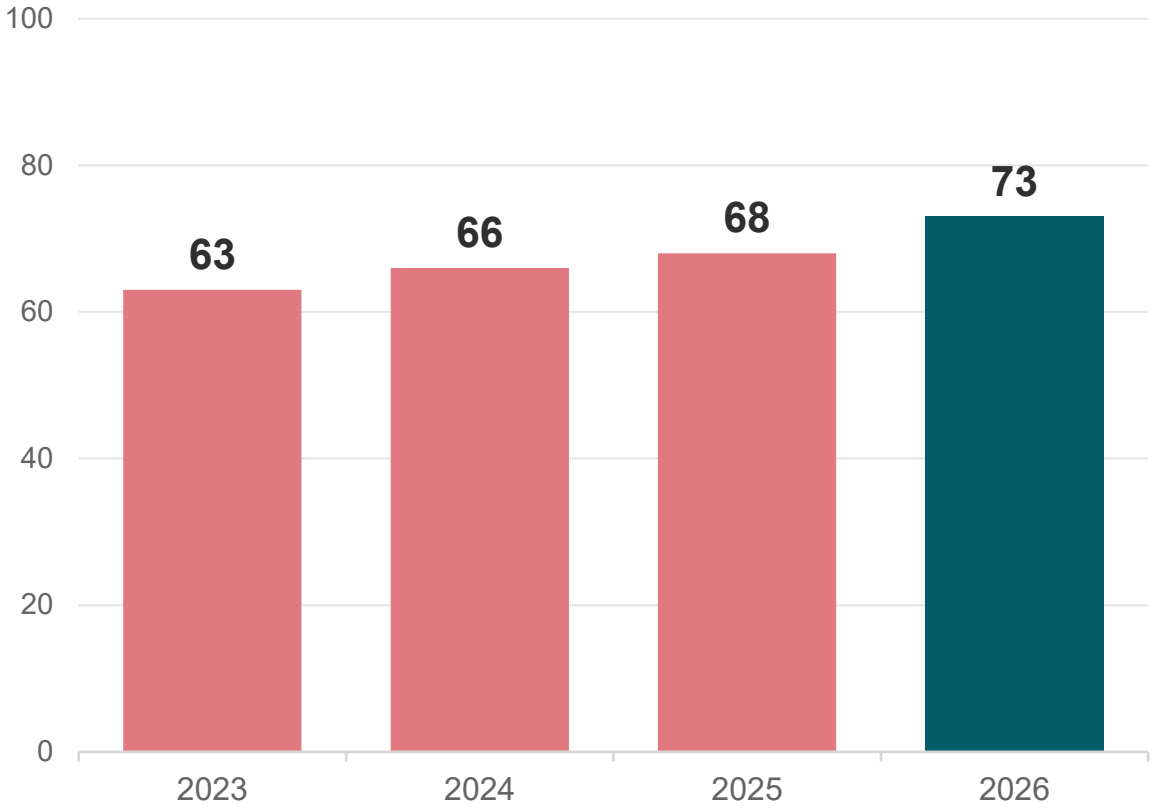
100% STAAR (reading, math, science, social studies)

High schools & K-12

40% STAAR EOC · 40% College, Career & Military Readiness · 20% graduation rate

So what: Every level counts: moving a student from Approaches to Meets raises the score as much as moving a student from failing to passing.

Domain 1 Rose 5 Points to 73, the Biggest One-Year Gain and the First C in Achievement Since the Refresh



51 → 29
campuses rated F in Domain 1

42
campuses up at least one letter (only 4 declined)

59
campuses still D or F in Domain 1 (49%)

25
campuses rated A or B (19 in 2025)

So what: Achievement is accelerating (+3, +2, +5), but at 73 the district is 4 points from falling back to a D.

Only 42% of Students Read on Grade Level, Meaning 58 of Every 100 Students are Not Reading on Grade Level

Reading

58

of every 100 students are NOT on grade level



FWISD meets grade level: 42%



State: 56% (gap: 14 pts)

Math

65

of every 100 students are NOT on grade level



FWISD meets grade level: 35%



State: 47% (gap: 12 pts)

Science

63

of every 100 students are NOT on grade level



FWISD meets grade level: 37%



State: 54% (gap: 17 pts)

Social Studies

60

of every 100 students are NOT on grade level



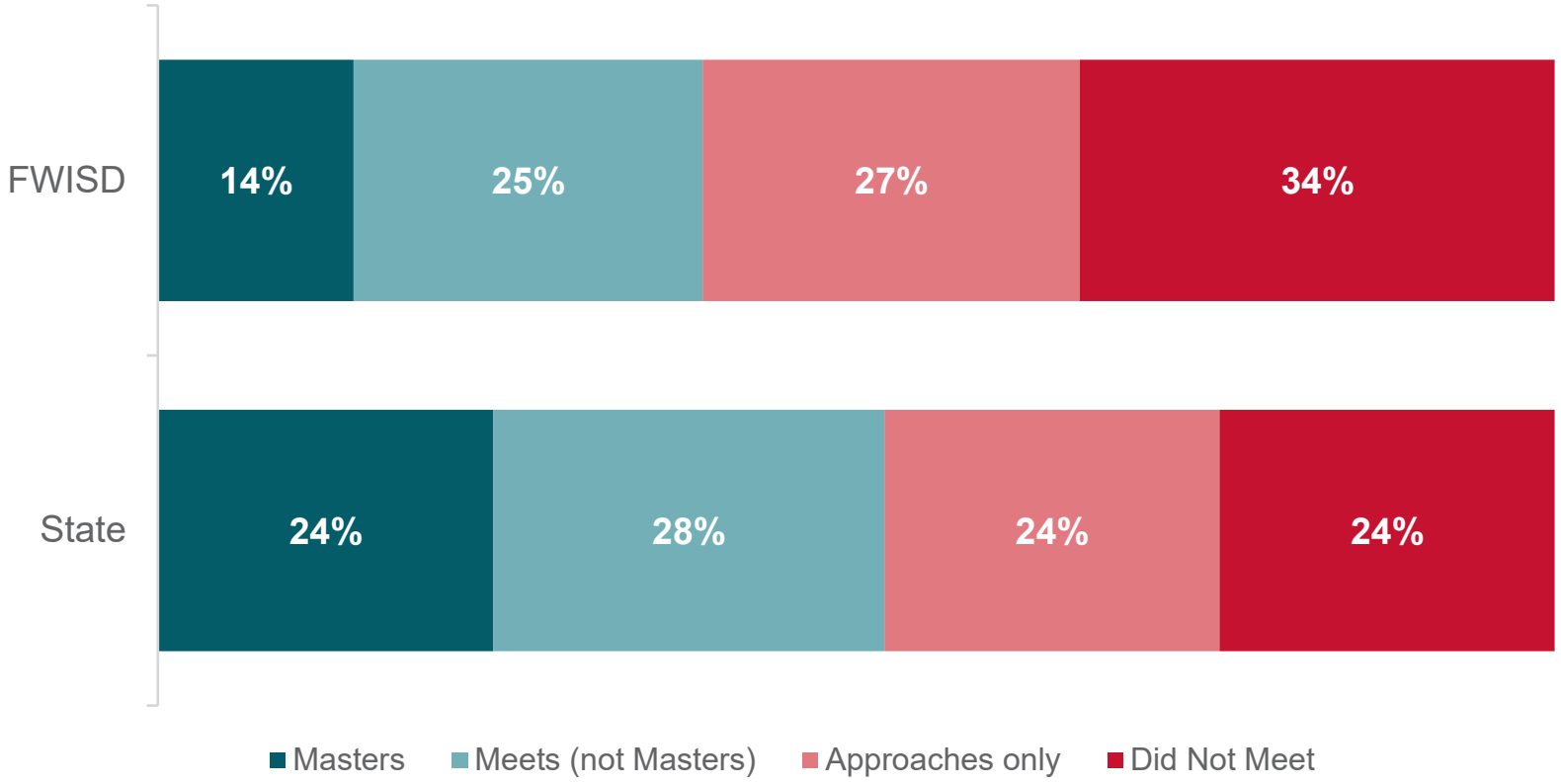
FWISD meets grade level: 40%



State: 52% (gap: 12 pts)

So what: Roughly 6 in 10 FWISD students are not yet on grade level in every tested subject. Math is the largest gap to grade level.

27% of STAAR Assessments Passed at Approaches but Were Below Meets Grade Level



27%

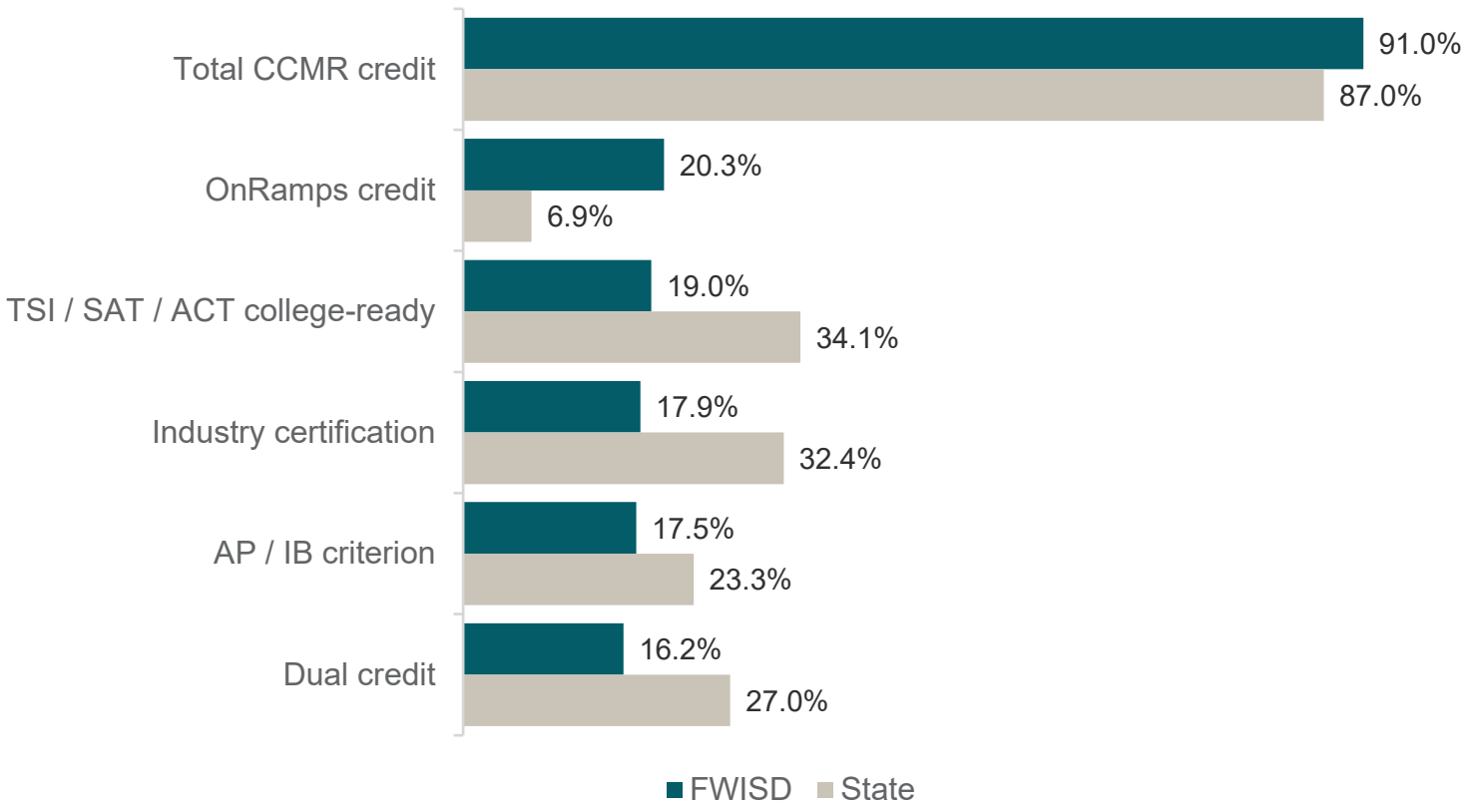
of tests passed at Approaches but missed grade level

14%

of tests reached Masters (state: 24%)

So what: Students in the Approaches band are within reach. Grade level instruction and support can help more students reach the Meets standard.

High Schools: 91% Earn Readiness Credit, but Only 19% Test College-Ready and 28% Reach Postsecondary Outcomes



28%

postsecondary outcomes (2023-24)

87.5%

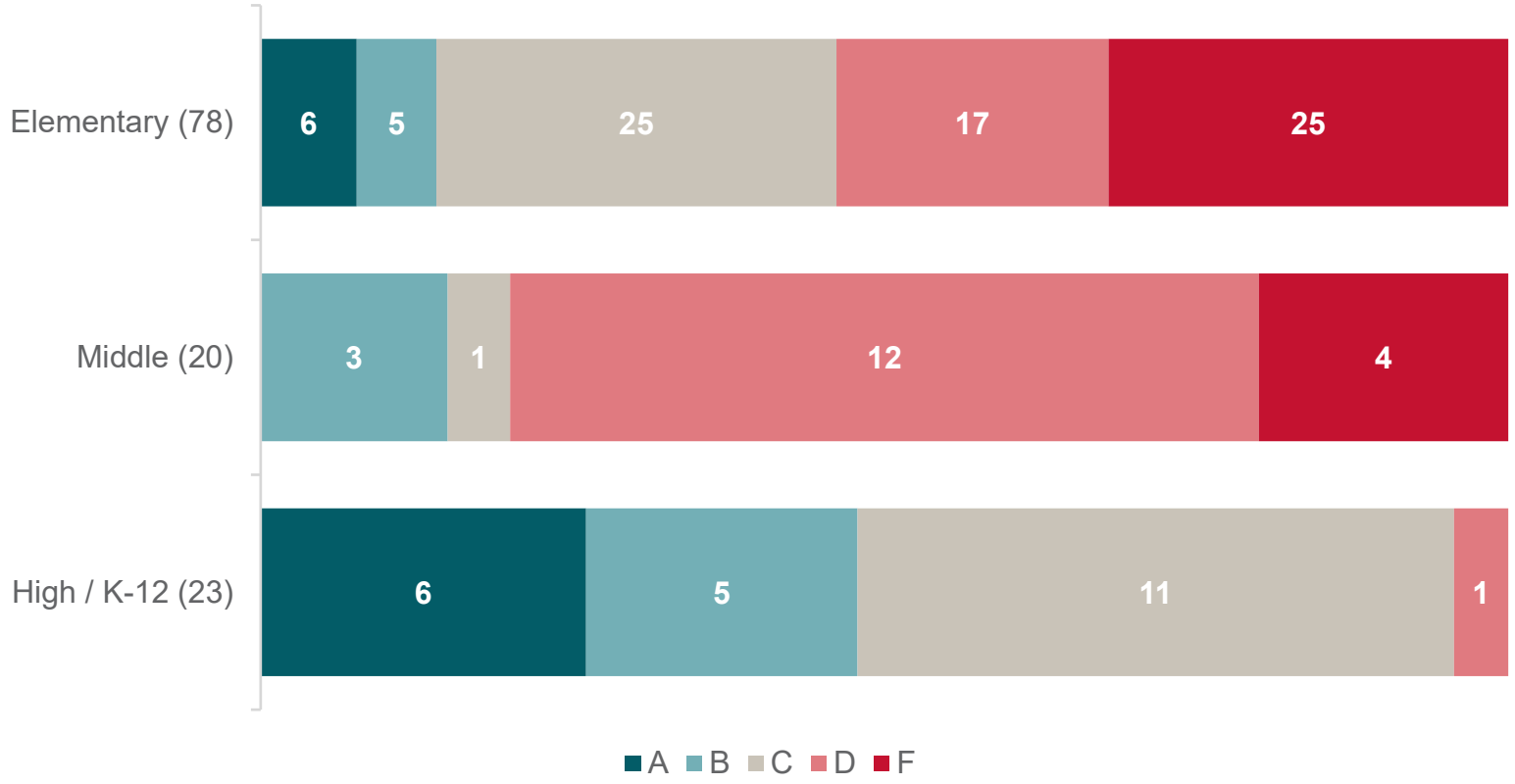
4-year graduation rate (state 91.2%)

3.0%

dropout rate (state 1.9%)

So what: Overall CCMR attainment is higher than attainment through TSI, industry certifications, and dual credit. Monitoring these indicators alongside the overall rate can provide a fuller picture of student readiness.

Domain 1 Weakness Sits in Elementary and Middle Schools: 80% of Middle and 54% of Elementary Campuses are D or F



Elementary

37 → 25

Domain 1 F campuses, 2025 to 2026

Middle

13 → 4

F's fell, but 12 of 20 are now D

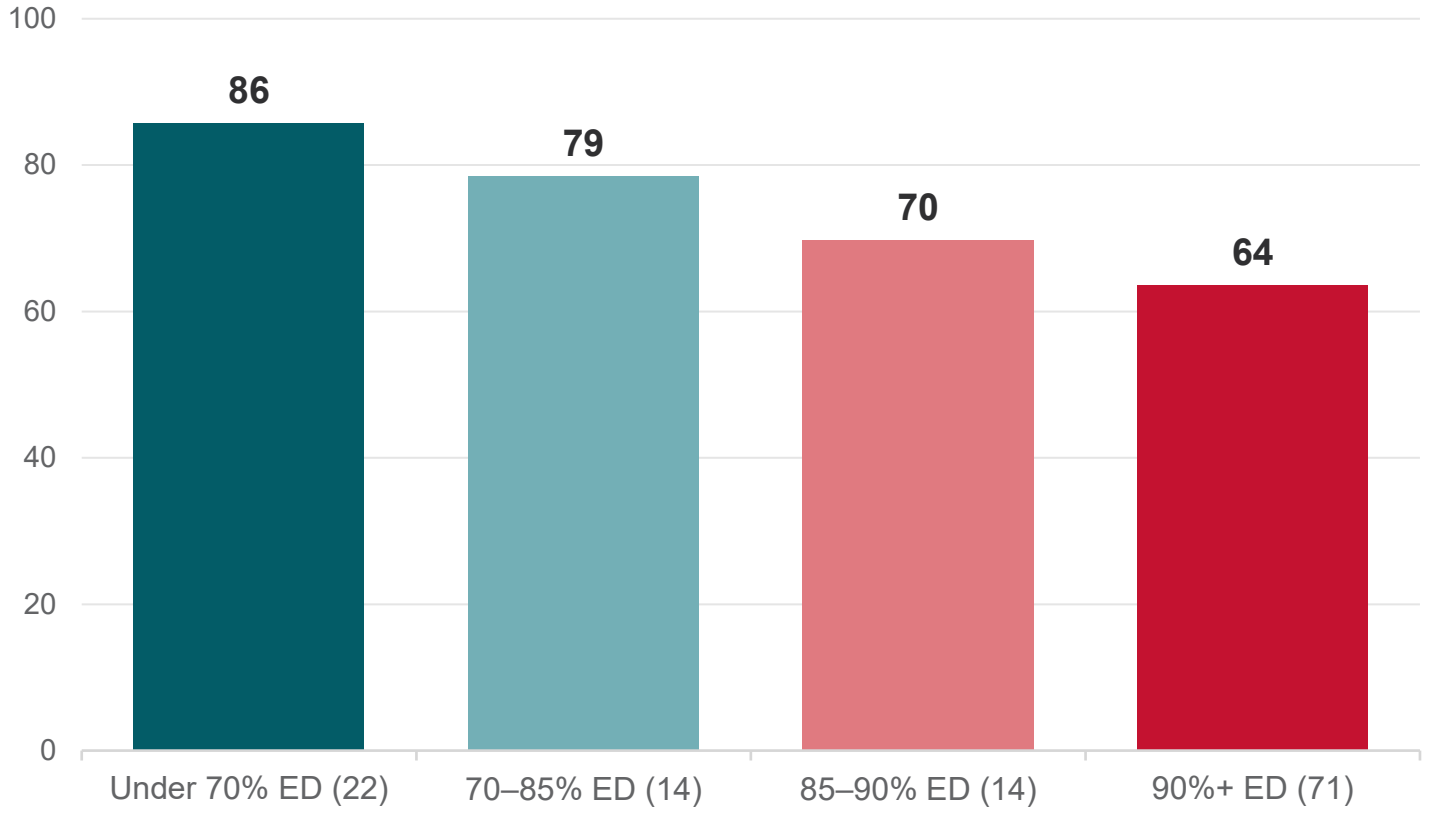
High / K-12

22 of 23

rated C or better

So what: High school readiness depends on elementary and middle school achievement. The K-8 foundation is the priority.

Achievement Tracks Poverty, but 20 Campuses Serving 90%+ Low-Income Students Still Earned an A or B Overall



20 high-poverty A/B campuses include

- Diamond Hill Elementary (A)
- Glen Park Elementary (A)
- Alice D. Contreras (A)
- Como Success Academy (A)
- North Side High School (B)
- Jean McClung & Meacham Middle (B)
- Manuel Jara, Kirkpatrick, Helbing ES (B)

So what: Twenty campuses serving at least 90% economically disadvantaged students earned A or B ratings. Examining their practices can help identify strategies to support improvement across the district.

Root Causes In Domain 1: Instruction Aimed At Passing, Early Literacy Gaps, And A Thin Math Pipeline

1 Tier 1 rigor pitched at 'passing,' not grade level

66% approach grade level but only 39% meet it; Masters is 14% vs. 24% statewide. Instructional tasks and assessments should align with grade-level expectations.

2 Foundational literacy gaps that compound from K–2

Reading meets grade level at 42% (state 56%); 42 of 78 elementary campuses are D/F in Domain 1. Students arrive in grade 3 already behind.

3 A math pipeline that narrows in the middle grades

Math Meets is 35%, our lowest subject. Only 33% of 8th graders took Algebra I. 16 of 20 middle schools are D/F in Domain 1.

4 CCMR credit earned without real readiness

91% CCMR credit, but only 19% college-ready on TSI/SAT/ACT and 18% with industry certifications.

Domain 1 Solutions: One Instructional Standard, Early Literacy And Math As Priorities, And Readiness That Counts

Conditions changed under intervention

- Common instructional framework (Cowtown 12) and grade-level-aligned materials in every core classroom
- Protected K–2 foundational literacy block with screening and progress monitoring
- Expanded access to Algebra I in grade 8 and advanced math pathways
- CCMR strategy focused on TSI, industry certifications, and dual credit

Tactics on campuses and in classrooms

- Lesson planning and checks for understanding aimed at Meets-level rigor
- Coaching and Delivery of High Quality 1st Instruction through Cowtown 12
- LEAD Time: Targeted small-group support for students in the Approaches band
- Demonstration of Learning data cycles with reteach plans
- Campus-level CCMR tracking for every senior by name

What the board will see (leading indicators)

- Share of students at Meets on six-week and benchmark assessments and on NWEA MAP
- K–2 literacy screener growth (BOY → MOY → EOY)
- Grade 8 Algebra I enrollment
- Seniors meeting TSI and earning IBCs by spring

So what: The measure of success is more students at Meets and Masters, not just fewer failing, and the board should see it in six-week data before STAAR.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth
INDEPENDENT SCHOOL DISTRICT

SECTION 4

Domain 2A: Academic Growth

72 (C), up 5 points, but about one in three students still did not grow a full year

Fort Worth
INDEPENDENT SCHOOL DISTRICT

How Texas Calculates Academic Growth: Each Student Earns Credit For How Far They Moved From Last Year's Staar

Match students

Same student, reading and math STAAR, last year and this year (grades 4 and up, EOCs)

Compare levels

Did the student move down, hold, or move up a performance level?

Award points

0 for decline · ½ or 1 for holding or moving up · credit for accelerating after failing

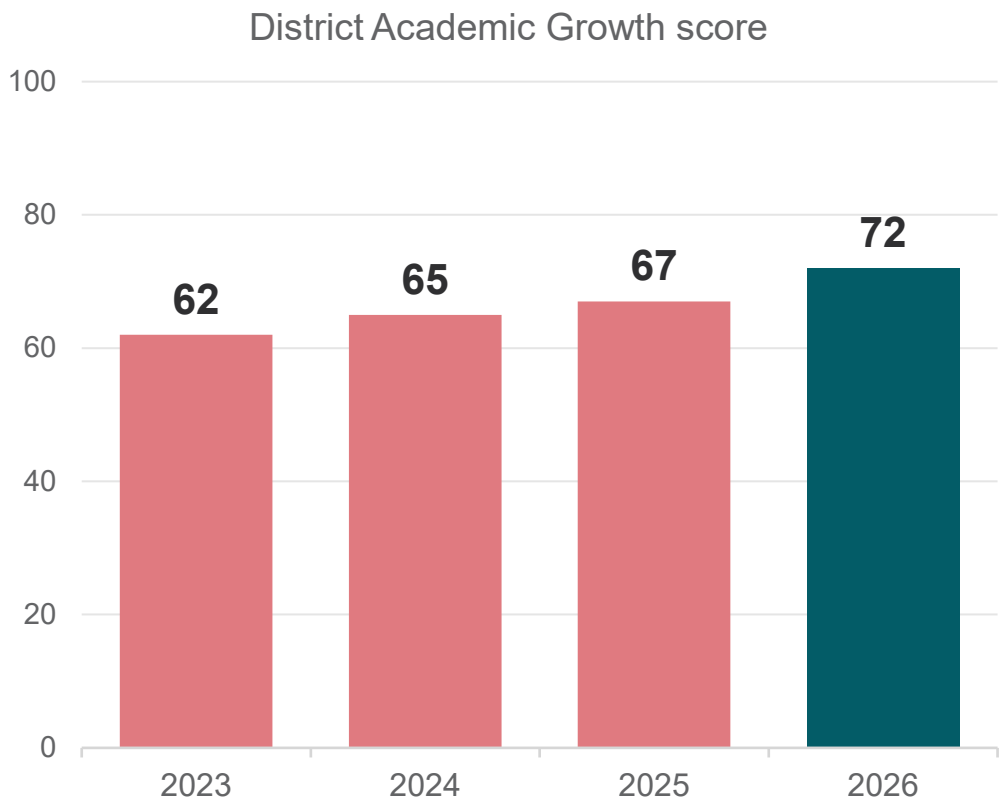
Scale the score

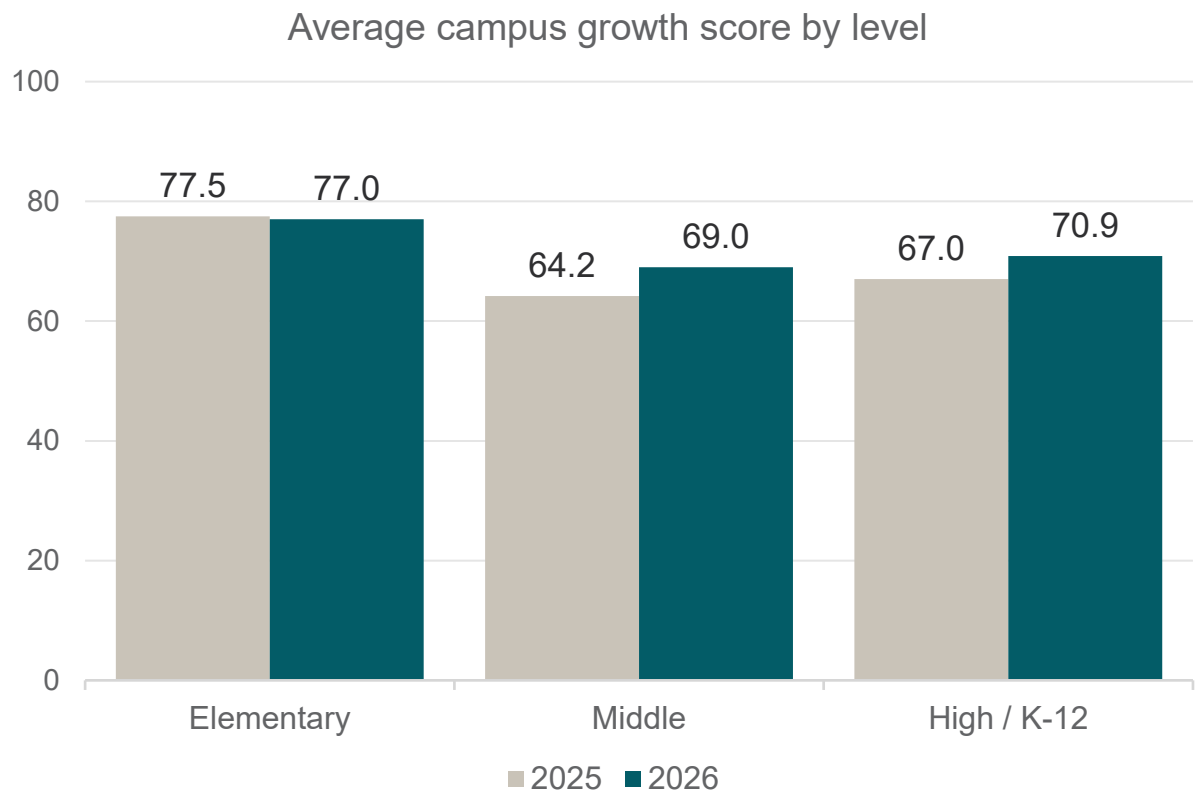
Points earned ÷ tests, converted to 0–100. FWISD: 72 (C)

In 2026, the district earned 63% of available academic growth points in reading and 66% in mathematics. These results reflect how student performance changed from the prior year based on the state's accountability measures. The district earned approximately two-thirds of available academic growth points, leaving room for improvement in both subjects.

So what: Unlike measures focused primarily on achievement levels, academic growth recognizes progress students make over time, including students who have not yet reached grade-level proficiency.

Growth Rose 5 Points To 72, But Elementary Growth Stalled While Middle And High Schools Improved





So what: **Elementary growth flattening is an early warning: it is where future achievement gains come from.**

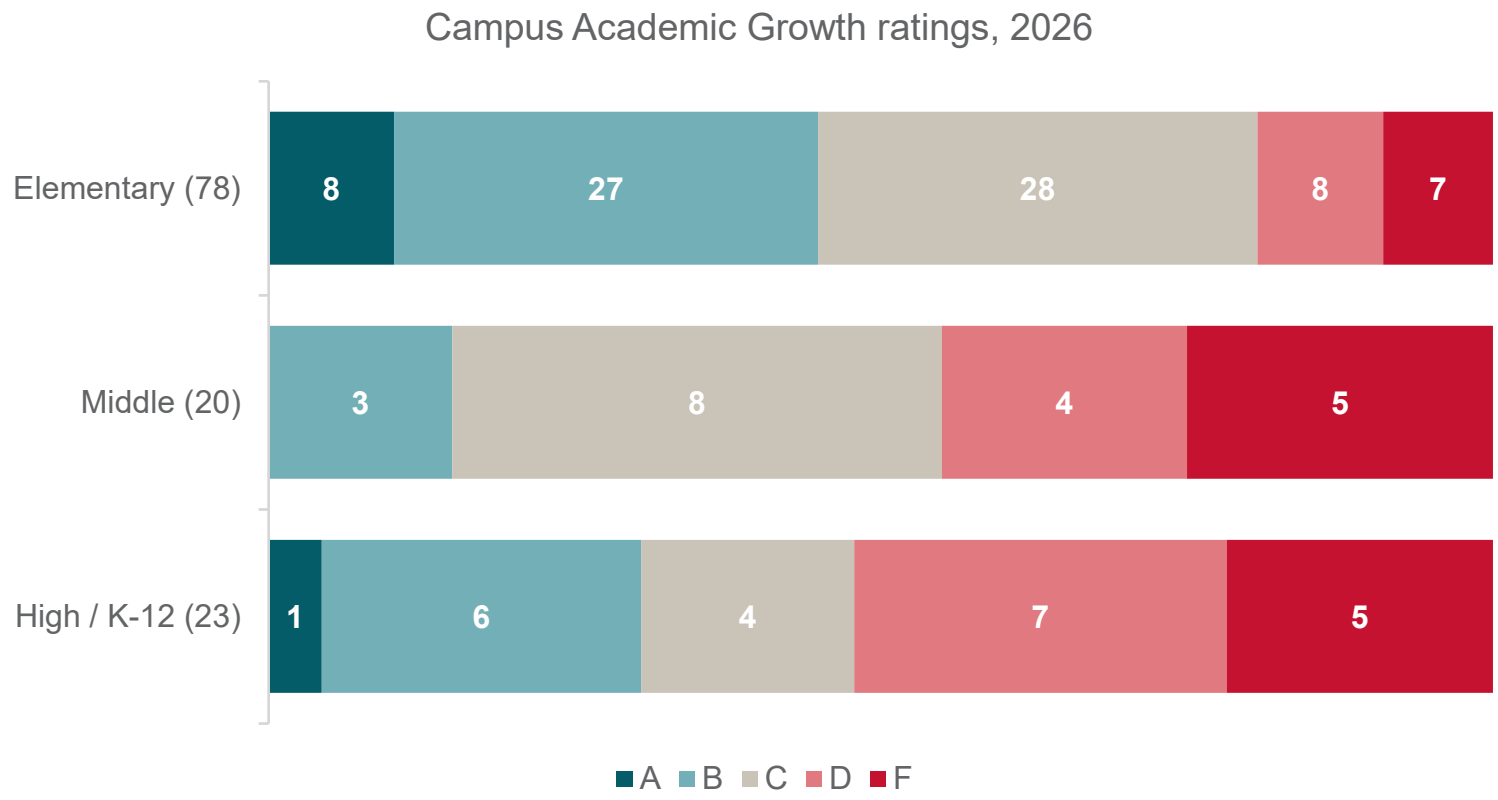
Growth Is How Students Catch Up; At Today's Rates, One In Three Students Falls Further Behind Each Year

63 of 100

growth points earned on Grade 4 - EOC reading STAAR tests

66 of 100

growth points earned on Grade 4 - EOC math STAAR tests



So what: **A year's growth keeps students where they are. Catching up requires more than a year, and that requires acceleration, not remediation.**

Root Causes In Growth: Acceleration Isn't Systematic, And Elementary Gains Stalled

1 Remediation instead of acceleration

About one in three students did not grow a year. Students who are behind often get below-grade-level work rather than grade-level instruction with support.

2 Data that doesn't change instruction fast enough

Assessment results are collected, but reteach and regrouping cycles have not been consistent from campus to campus.

3 Elementary growth plateau

Average elementary growth score was flat (77.5 → 77.0) while middle and high schools gained. Early momentum is not being sustained.

4 Secondary acceleration gaps

12 of 23 high schools and 9 of 20 middle schools are D/F in growth. Students who failed the prior year aren't systematically scheduled into acceleration.

Growth Solutions: Accelerate Students At Grade Level And Make Six-week Data Cycles Drive What Happens Next

Conditions changed under intervention

- Acceleration model: grade-level instruction plus targeted support through LEAD time, not pull-out remediation
- District six-week assessment calendar with protected data and reteach days
- Master schedules built with intervention for iReady and other intervention platforms
- Elementary growth protocol monitored by regional chiefs

Tactics on campuses and in classrooms

- Data meetings every six weeks that end in a reteach and regrouping plan
- LEAD Time: Small-group acceleration for students below Meets, tracked by name
- Coaching cycles tied to Cowtown 12 indicators

What the board will see (leading indicators)

- Share of students growing a year on MAP / benchmark (BOY → MOY)
- Accelerated-instruction completion for students who failed STAAR
- Reteach completion after each six-week assessment
- Middle and high school growth on interim assessments

So what: The board should expect a named plan for every student who did not pass last year, and evidence each six weeks that it is working.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth
INDEPENDENT SCHOOL DISTRICT

SECTION 5

Domain 2B: Relative Performance

78 (C), up 5 points, and the domain that currently carries the district's overall score

Fort Worth
INDEPENDENT SCHOOL DISTRICT

How Texas Calculates Relative Performance: Our Achievement Compared With Districts Serving Similar Poverty Levels

Start with achievement

Domain 1 STAAR component (40) plus CCMR for high schools

Factor in poverty

Plot against % economically disadvantaged: FWISD 81.9%

Compare with peers

Score is set relative to similar-poverty schools statewide

Scale the score

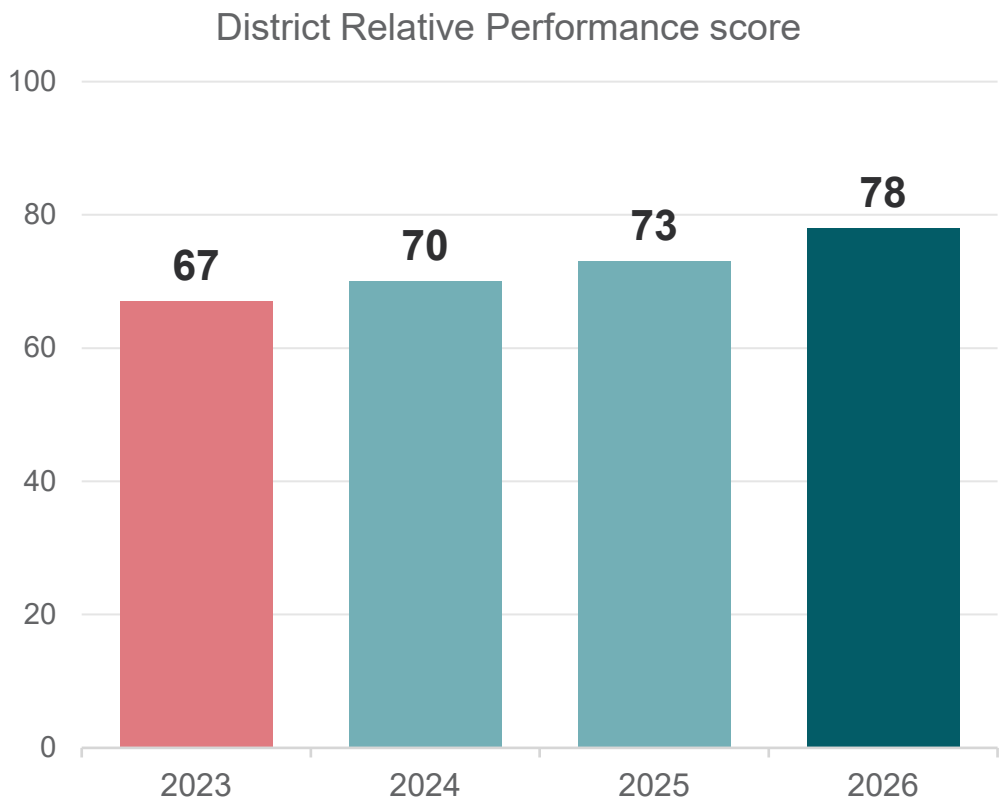
FWISD: 78 (C). This becomes Domain 2 and drives 70% of overall

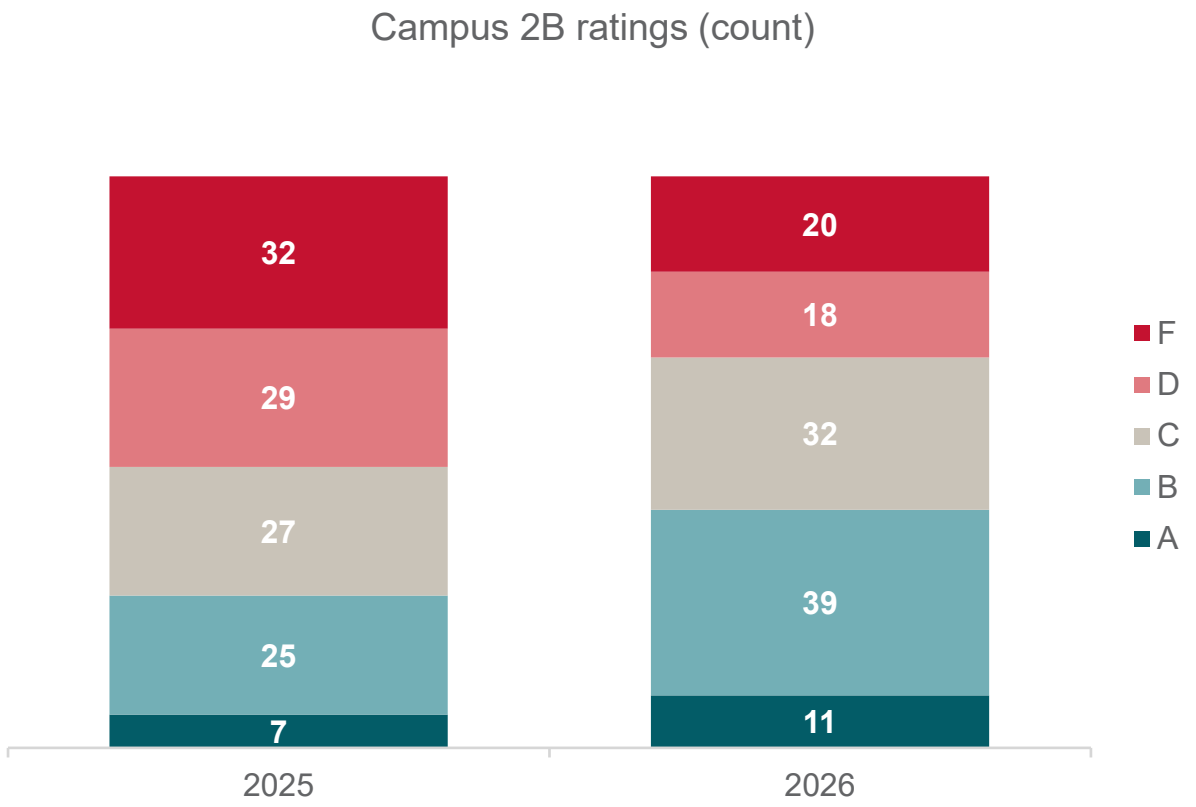
40 STAAR component score

81.9% economically disadvantaged

So what: Relative Performance tells us we beat expectations for our poverty level. It does not tell us students are on grade level.

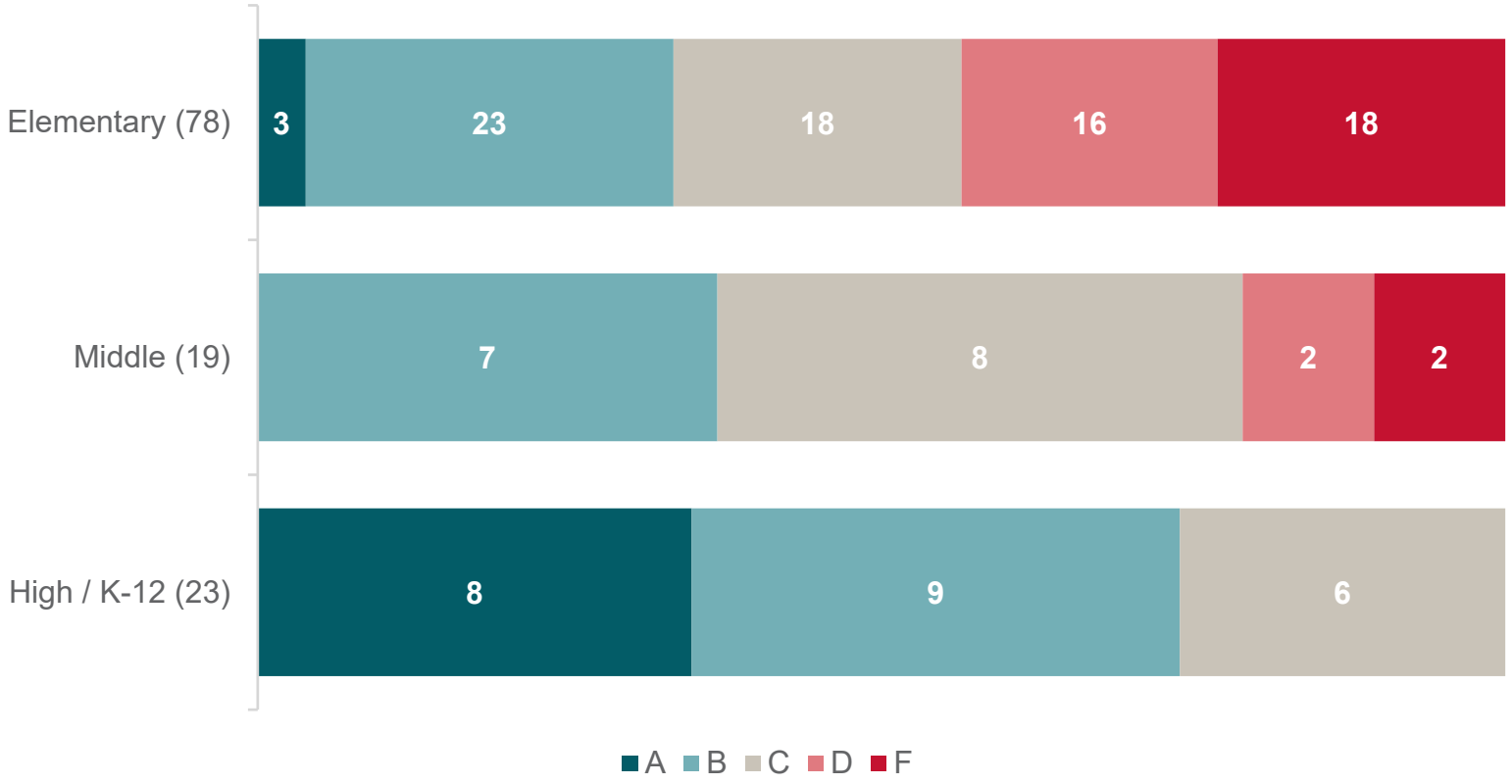
Relative Performance Climbed 11 Points In Three Years, And D/F Campuses In This Domain Fell From 61 To 38





So what: **Compared with similar-poverty schools, FWISD has moved from below average to above it. That progress is real.**

High Schools Outperform Similar-Poverty Peers; Elementary Schools Are Where We Still Trail Them



Elementary

34 D/F

down from 48 in 2025

Middle

4 D/F

down from 11 in 2025

High / K-12

0 D/F

17 of 23 rated A or B

So what: 44% of elementary campuses perform below similar-poverty schools statewide, highlighting a need to better understand the factors contributing to this gap.

Root Causes In Relative Performance: Wide Campus-to-campus Variation Among Schools Serving The Same Students

1 No common instructional floor across campuses

Among campuses at 90%+ economically disadvantaged, 20 earned A/B overall and 22 earned D/F. Same students, very different results.

2 Strong practices stay inside individual campuses

High-poverty A/B schools (Diamond Hill, Glen Park, Contreras) have not had a structured way to spread what works.

3 Elementary achievement below similar-poverty peers

34 of 78 elementary campuses rate D/F in 2B. The relative gap is largest in the grades that build reading and math foundations.

4 Leadership capacity uneven at the highest-need campuses

The campuses that most need an expert principal have historically had the most leadership turnover.

Relative Performance Solutions: Set A Common Floor, And Spread What Our Best High-poverty Schools Already Do

Conditions changed under intervention

- Defined Autonomy: autonomy earned by results (Exemplar), more structure where results lag (Elevate)
- Common instructional floor: framework, materials, and assessments in every campus
- Principal pipeline (Aspiring Academies) to place strong leaders in highest-need schools
- FWISD Standards of Leadership guide principal hiring, evaluation, and support

Tactics on campuses and in classrooms

- Campus improvement plans tied to the common framework around Cowtown 12
- LEAD Time to provide student who need support with a second re-teach
- Regional chiefs run walkthroughs that compare practice across similar campuses
- Principal coaching focused on instructional leadership behaviors

What the board will see (leading indicators)

- Number of 90%+ ED campuses rated A/B (20 today)
- Principal retention at Elevate and Year 3–5 campuses
- Spread of SPOT observation scores across campuses (narrowing)
- Elementary campuses rated D/F in 2B (34 today)

So what: Our own campuses are the evidence: if 20 high-poverty schools can earn an A or B, the board should expect that model to spread.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth
INDEPENDENT SCHOOL DISTRICT

SECTION 6

Domain 3: Closing the Gaps

76 (C), up 3 points, but achievement gaps between student groups remain wide

Fort Worth
INDEPENDENT SCHOOL DISTRICT

How Texas Calculates Closing The Gaps: Every Student Group Is Scored Against State Targets On Several Indicators

Student groups evaluated

- All Students
- African American
- Hispanic
- White
- Asian
- American Indian
- Pacific Islander
- Two or More Races
- High Focus (EB & SpEd)

Academic achievement

% at Meets in reading and math

Growth

% of reading and math tests meeting growth

Graduation rate

Federal 4-year graduation rate

Student success

STAAR component (Approaches, Meets, Masters)

School quality

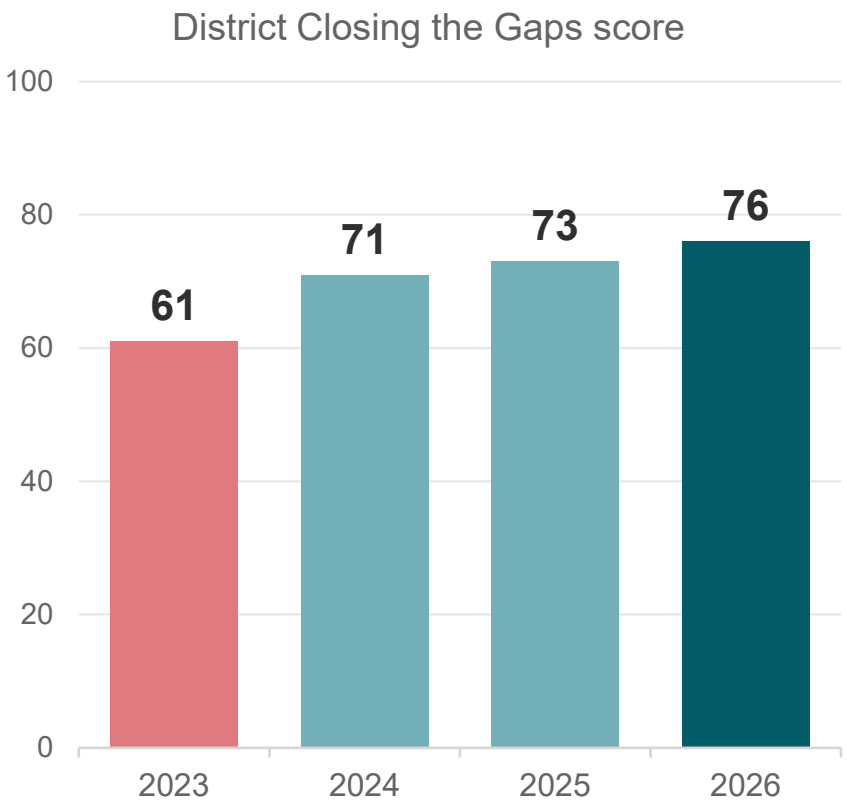
College, Career & Military Readiness

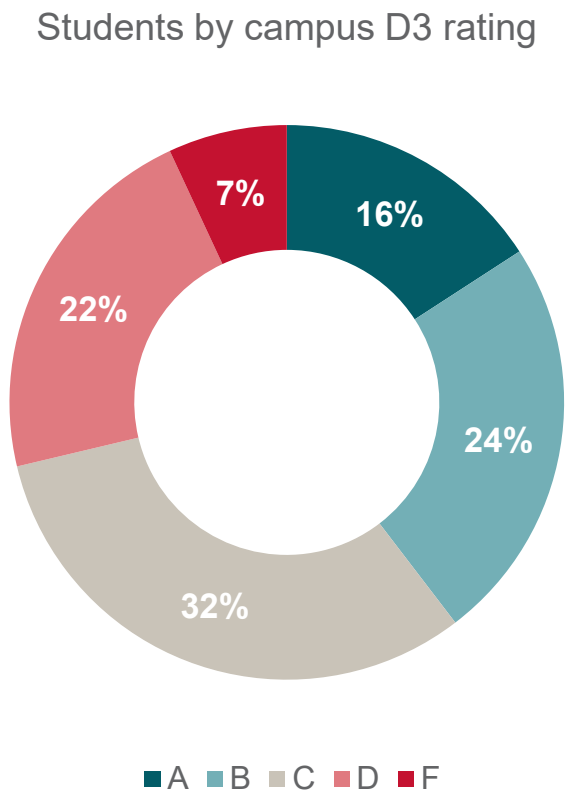
English language proficiency

TELPAS progress (emergent bilingual students)

So what: Domain 3 is 30% of the overall score. Our average can improve while a group falls behind, and this domain will show it.

Closing The Gaps Rose To 76, Yet Roughly 3 In 10 Students Attend A Campus Rated D Or F In This Domain





29%

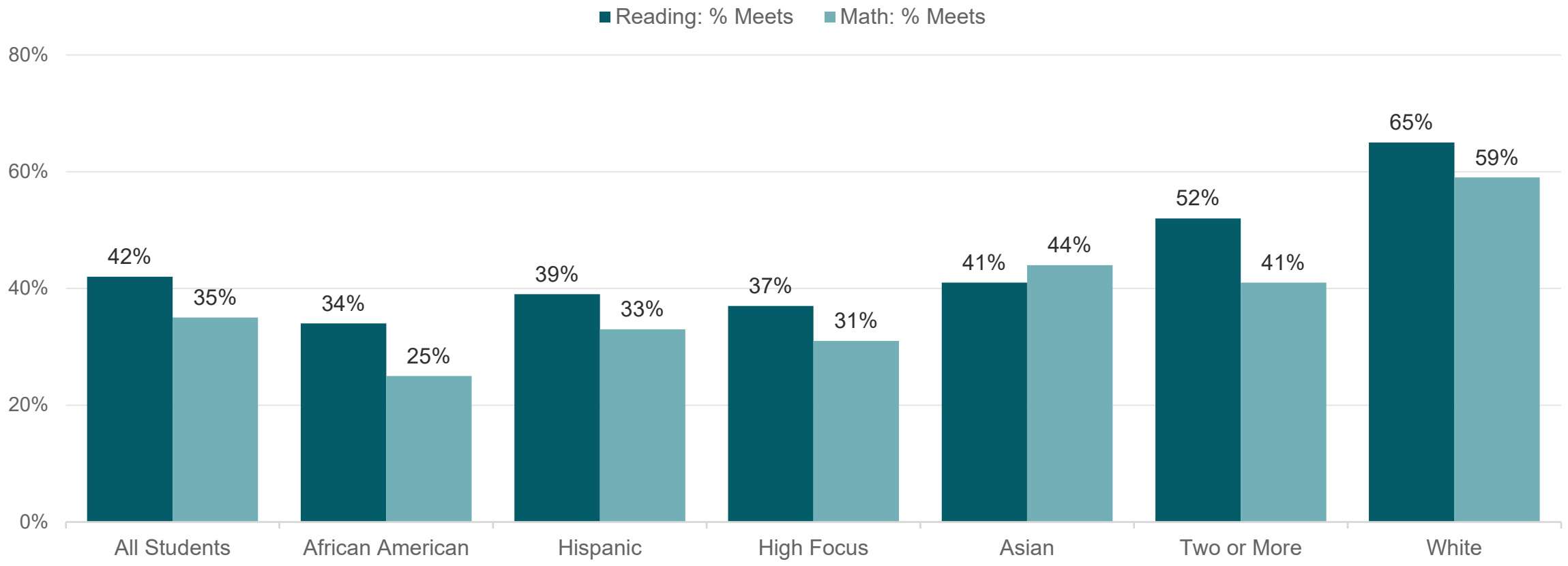
of students attend a D/F campus in Domain 3

4 of 8

Domain 3 F campuses are middle schools

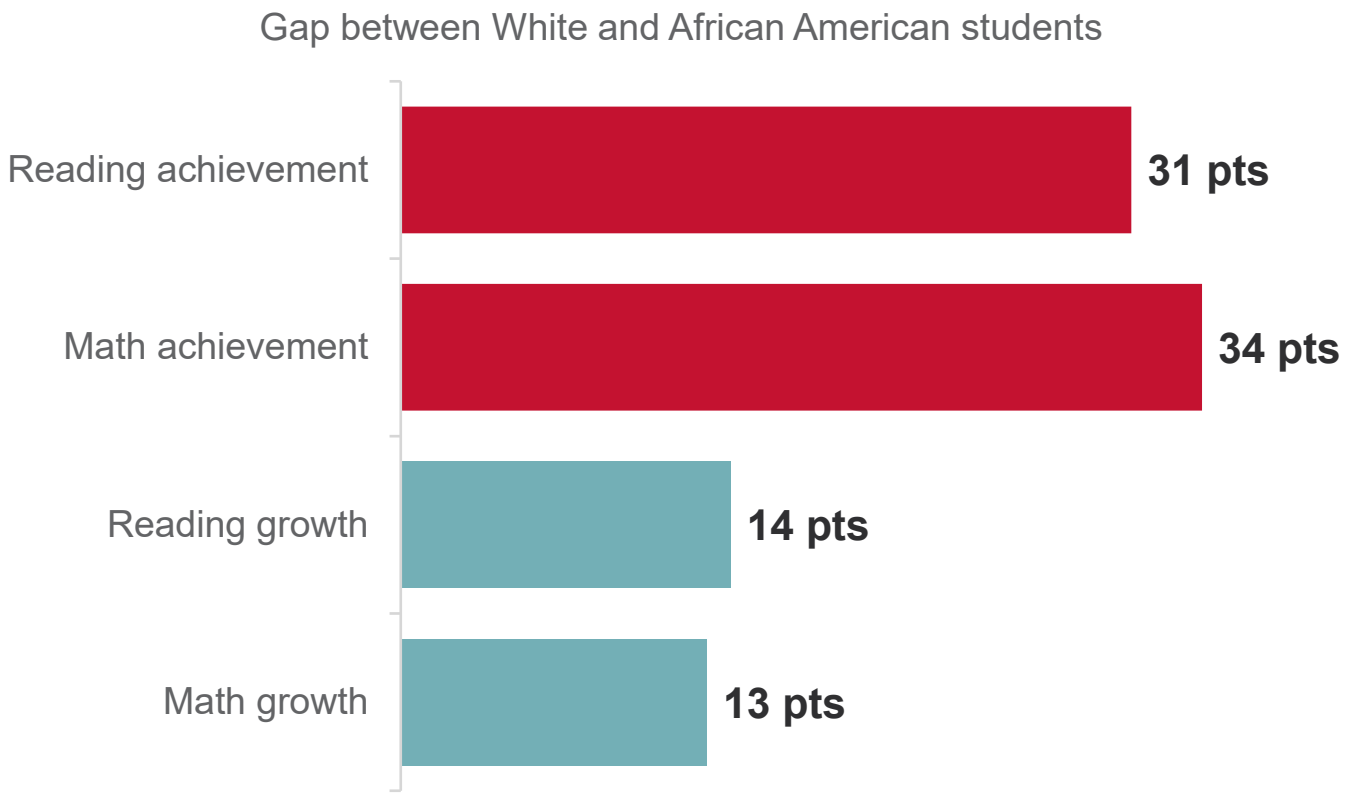
So what: District improvement in Domain 3 is masking a set of campuses, especially middle schools, where groups are falling further behind.

Gaps Are Widest For African American Students: 34% Read And 25% Do Math On Grade Level, Vs. 65% And 59% For White Peers



So what: Three in four African American students and two in three Hispanic students are not on grade level in math.

The Growth Gap Is Less Than Half The Achievement Gap: Students Are Growing But Starting Too Far Behind



Group	Reading growth	Math growth	Grad rate
All Students	63%	66%	85.0%
African American	59%	62%	79.1%
Hispanic	63%	65%	86.6%
White	73%	75%	85.3%
High Focus	61%	64%	84.5%

So what: **Equal growth preserves unequal outcomes. Closing gaps requires the furthest-behind groups to grow faster than a year.**

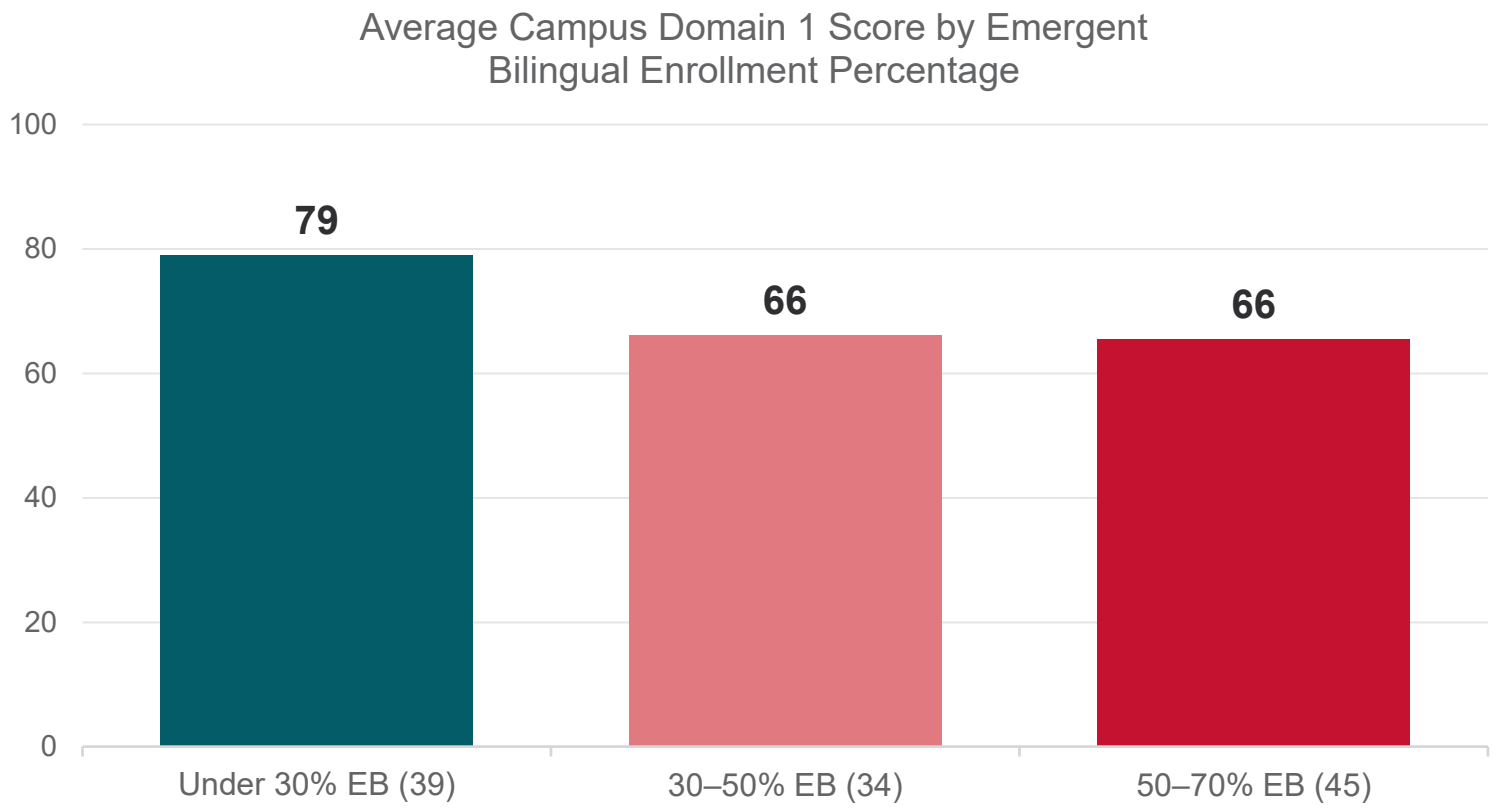
Language Is A District-wide Lever: 40.7% Of Students Are Emergent Bilingual, And Only 32% Made Expected English Progress

40.7%

of FWISD students are emergent bilingual

32%

of emergent bilingual students made expected English proficiency progress



So what: When 4 in 10 students are learning English, language development has to be built into every lesson, not delivered separately.

Root Causes In Closing The Gaps: Gaps Form Early, Language Support Sits Outside Core Instruction, And Middle Grades Widen Them

1 Gaps form before grade 3 and are never closed

African American students: 34% reading Meets vs. 65% for White students; math 25% vs. 59%.

2 Growth goals set at 'a year,' not acceleration

Growth gaps (13–14 pts) are less than half the achievement gaps (31–34 pts). Equal growth keeps gaps in place.

3 Language development separate from core instruction

41% of students are EB; only 32% of EB students made expected TELPAS progress.

4 Middle grades widen gaps

Meadowbrook, Monnig, Morningside, and Riverside: 4 of 8 Domain 3 F campuses.

5 Special education supports not tied to grade-level work

High Focus students (EB and SpEd) are at 37% reading and 31% math Meets.

6 Graduation gaps at the end of the pipeline

Graduation rates (2025–26 SY): 79.1% for African American students and 77.8% for American Indian students; 85.0% overall. Dropout rate (2024–25 SY): 3.0%; 1.9% statewide.

Closing The Gaps Solutions: Accelerate The Furthest-behind Groups And Build Language Into Every Core Lesson

Conditions changed under intervention

- Group-level goals in every campus plan: growth targets above a year for groups furthest behind
- Language development embedded in Cowtown 12 and core materials (sheltered instruction)
- Middle school redesign plan for the four Domain 3 F campuses
- Special education services aligned to grade-level instruction (inclusion, co-teaching)

Tactics on campuses and in classrooms

- Six-week data disaggregated by student group, with reteach for each group
- Structured academic conversation and writing in every content lesson
- Targeted acceleration for African American and High Focus students below Meets
- Graduation and on-track monitoring for every 9th–12th grader by name

What the board will see (leading indicators)

- Meets rate by student group on interim assessments
- TELPAS progress for emergent bilingual students
- Middle school Domain 3 indicators at the four F campuses
- On-track-to-graduate rate by group

So what: The board should see group-level data every six weeks, so gaps are visible while there is still time to act.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth
INDEPENDENT SCHOOL DISTRICT

SECTION 7

College, Career, and Military Readiness

College, Career, and Military Readiness (CCMR) is a key measure of how effectively Fort Worth ISD prepares students for success after graduation. Strengthening CCMR outcomes ensures more students graduate with the knowledge, skills, credentials, and opportunities needed to succeed in college, a career, and the military.

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Current CCMR and Outcome Bonuses Framework

	CCMR in Accountability	CCMR in Outcomes Bonuses
College Ready 	Meets Texas Success Initiative (TSI) criteria or Earns dual course credits or Meets criteria on AP/IB exams or Earns an associate degree or Qualifies for OnRamps course credits	Earns an associate degree **OR** Meets TSI criteria (college prep courses not applicable) **AND** Enrolls at a postsecondary educational institution immediately following high school
Career Ready 	Earns an industry-based certification (IBC) or Graduates with completed IEP and workforce readiness or Graduates with an advanced diploma plan and received special education services or Earns a level I or level II certificate	Meets TSI criteria (college prep courses not applicable) **AND** Earns an IBC or Earns a level I or level II certificate
Military Ready 		

Texas Education Agency | Governance and Accountability | Performance Reporting

CCMR Redesign: Applies to the Class of 2030 (2026-27 9th Grade Cohort)

Foundational

- Met TSI using an approved College Prep Course ***OR***

Potential for college credit in any subject
  - 1 AP/IB passed exam, or
  - 3 hours On-Ramps, or
  - 3 hours Dual Credit ***OR***

- Completer in an aligned program of study and Tier 3 IBC ***OR***

- JROTC/NDCC completion and score of 31-49 on AFQT

Demonstrated

- Met TSI using SAT or ACT or TSIA ***OR***

- CTE Completer in an aligned program of study and Tier 2 IBC ***OR***

- Earned specific diploma plan and was Special Education at time of graduation ***OR***

- Earned Workforce Readiness and IEP completion ***OR***

- JROTC/NDCC completion and score of 50-64 on AFQT

Advanced

- Associate Degree ***OR***

- Met TSI using SAT or ACT or TSIA and potential for college credit in any subject
  - 1 AP/IB passed exam, or
  - 3 hours On-Ramps, or
  - 3 hours Dual Credit ***OR***

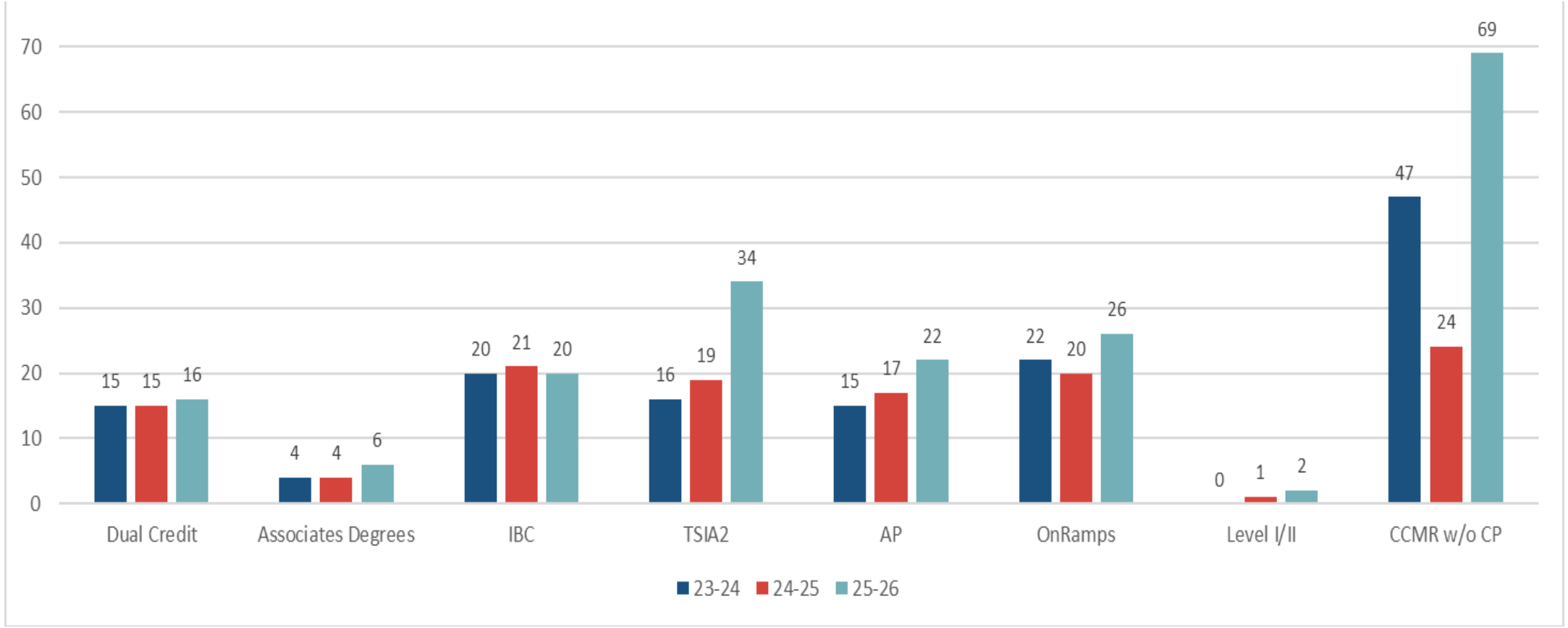
- Level I or II Certificate ***OR***

- Completer in an aligned program of study and Tier 1 IBC ***OR***

- Military Enlistment ***OR***

- JROTC/NDCC completion and score of 65 or higher on AFQT

Senior CCMR Readiness By Accountability Metric



Note. Values are displayed as percentages

College Prep

The Impact of College Prep on Accountability and CCMR Performance

Fort Worth
INDEPENDENT SCHOOL DISTRICT

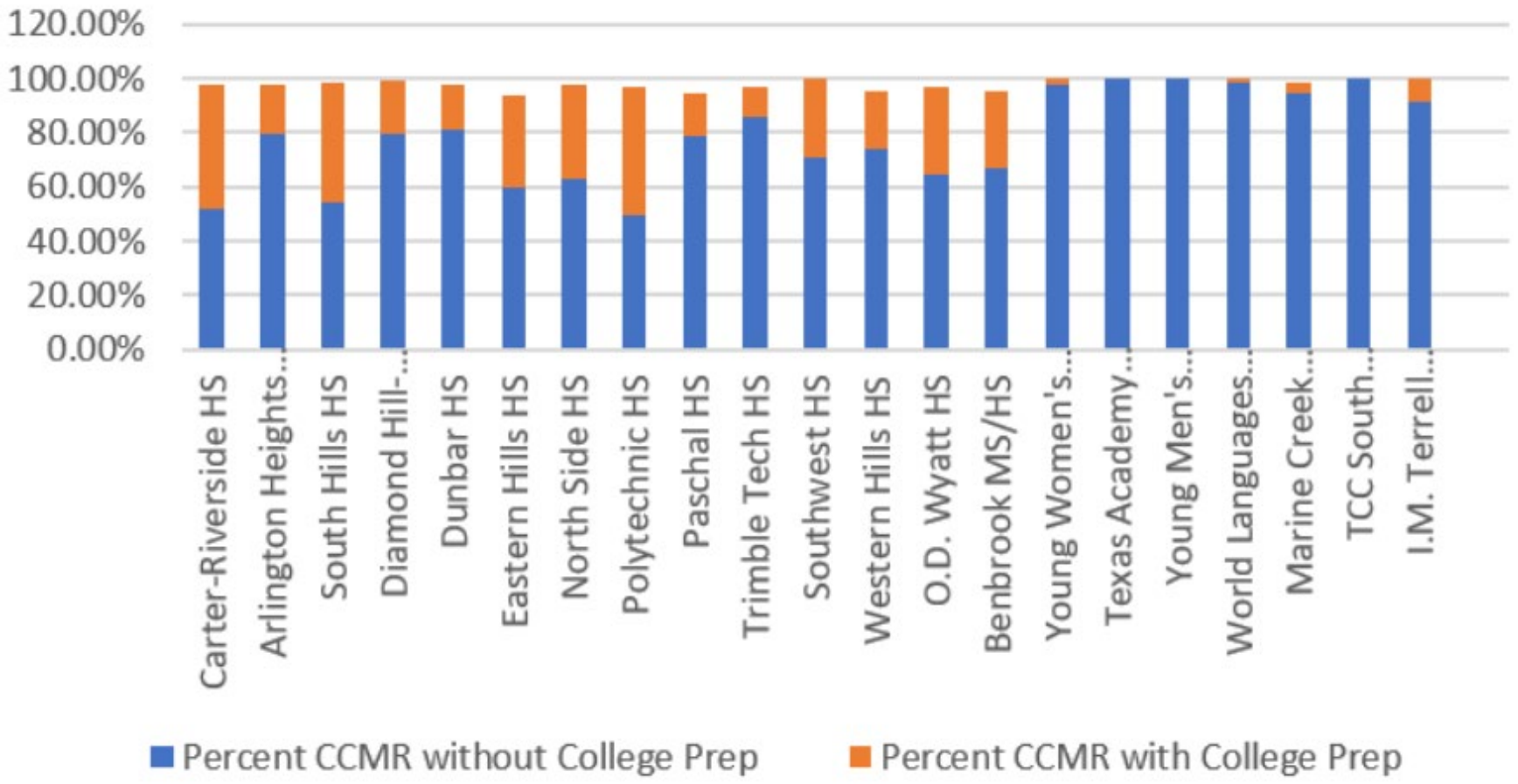
Fort Worth ISD - Class of 2026 - District CCMR Data

Percent CCMR Met	CCMR Scale Score	CCMR Letter Grade	Percent CCMR without College Prep	CCMR Scale Score without College Prep	CCMR Letter Grade without College Prep
93.20%	94	A	69.00%	73	C

College Prep Impact on CCMR

College Prep contributed substantially to Fort Worth ISD's CCMR performance, increasing the CCMR Met rate by more than 24 percentage points and raising the Student Achievement CCMR Component score from a C (73) to an A (94).

CCMR With and Without College Prep - Class of 2026



College Prep Reliance

Several campuses relied heavily on College Prep to achieve CCMR outcomes.

What is the Research Showing?

Key Findings

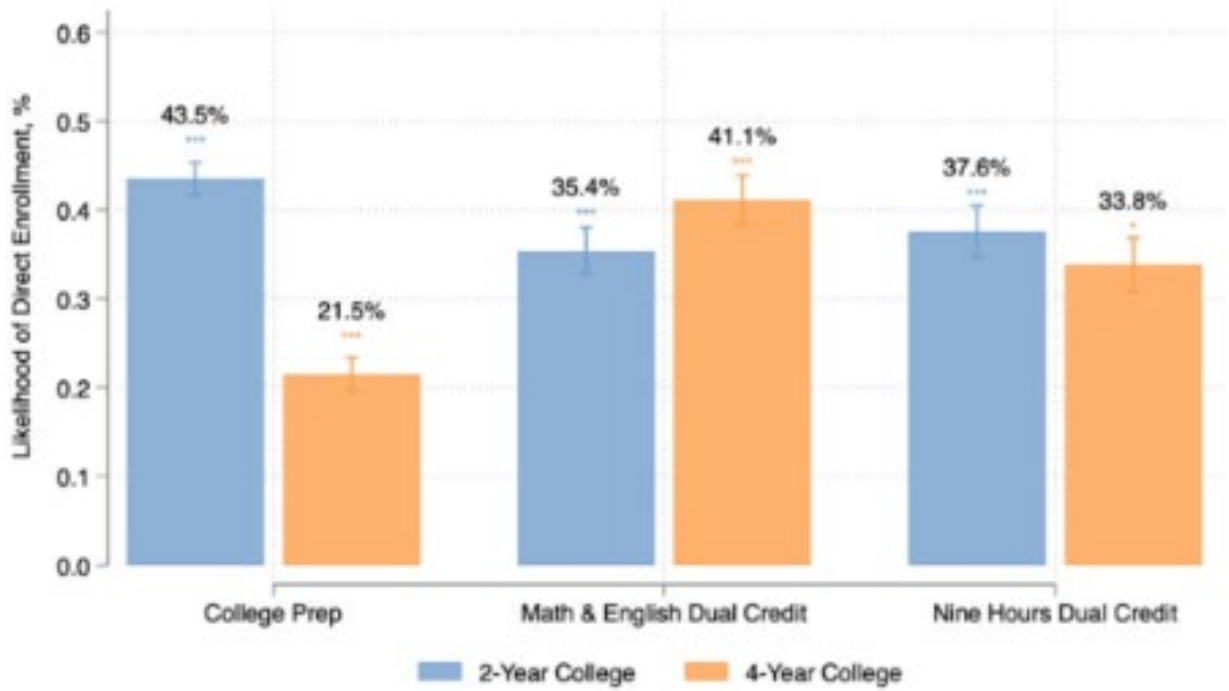
The data shows that students meeting CCMR through College Prep courses are far less likely to earn postsecondary credentials within six years of high school graduation and are significantly less likely to enroll in four-year colleges. They are also more than twice as likely to require remediation compared to their dual credit peers.

Implications for FWISD

To ensure that all FWISD students leave truly ready for post-secondary education, the district eliminated College Prep Courses in the 26-27 school year, instead focusing on curriculum that directly prepares students for the TSI.

Figure 2

Earning CCMR via College Prep Courses Links to Significantly Lower Likelihood of 4-Year College Enrollment



Class of 2026 - Campus CCMR Data

Location Name	Percent CCMR Met	CCMR Scale Score	CCMR Letter Grade	Percent CCMR without College Prep	CCMR Scale Score w/o College Prep	CCMR Letter Grade w/o College Prep
Carter-Riverside HS	97.30%	98	A	51.60%	61	D
Arlington Heights HS	97.80%	98	A	79.60%	82	B
South Hills HS	98.30%	98	A	54.30%	62	D
Diamond Hill-Jarvis HS	98.90%	99	A	79.10%	81	B
Dunbar HS	98.00%	98	A	80.90%	83	B
Eastern Hills HS	93.90%	95	A	59.60%	67	D
North Side HS	97.30%	98	A	63.00%	69	D
Polytechnic HS	97.20%	98	A	49.60%	59	F
Paschal HS	94.80%	96	A	79.00%	81	B
Trimble Tech HS	97.00%	98	A	86.10%	88	B
Southwest HS	100.00%	100	A	70.70%	75	C
Western Hills HS	95.10%	96	A	73.60%	77	C
O.D. Wyatt HS	96.80%	98	A	64.60%	71	C
Benbrook MS/HS	95.30%	96	A	67.00%	72	C
Young Women's Leadership Ac.	100.00%	100	A	97.80%	98	A
Texas Academy Of Biomedical Sc.	100.00%	100	A	100.00%	100	A
Young Men's Leadership Academy	100.00%	100	A	100.00%	100	A
World Languages Institute	100.00%	100	A	98.20%	98	A
Marine Creek Collegiate HS	98.50%	99	A	94.10%	95	A
TCC South Collegiate HS	100.00%	100	A	100.00%	100	A
I.M. Terrell Academy	100.00%	100	A	91.00%	93	A

IBC Passing Rates

School Year	A-F Certifications Passing Count	A-F Taken Attempts	A-F Taken %	A-F Passing Rate %	Non-A-F Certifications Passing Count	Non-AF Taken Attempts	Non-AF Passing Rate %	Total IBCs (A-F and Non-A-F) Taken Rate %
2021-22	725	3,689	32.68%	19.65%	1,896	2,058	92.86%	54.83%
2022-23	959	2,190	36.32%	43.79%	1,553	3,490	44.5%	55.53%
2023-24	984	2,506	36.69%	39.27%	2,062	2,272	90.76%	48.0%
2024-25	2,023	4,771	96.60%	42.40%	2,671	2,907	91.88%	96.64%
2025-26	3,412	5,592	95.85%	61.02%	2,379	2,427	98.02%	96.41%

IBC passing percentages rose dramatically following two years of universal testing - demonstrating increased workforce readiness and student success in FWISD

What Does the Research Show?

Indicator	Initially proposed within-indicator weighting	Average 1st year GPA (No TSI Met)	2nd year persistence (No TSI Met)	Average 1st year GPA (+TSI Met)	2nd year persistence (+TSI Met)
On Ramps	On Ramps (3 college credit hours in any subject)	2.65	75%	3.17	91%
Dual Credit	Dual Credit (3 hours any subject)	2.41	73%	2.97	87%
	Dual Credit (3 college credit hours in ELAR or Math or 9 college credit hours in any subject)	2.48	76%	3.00	88%
	Dual Credit (a total of 15 college credit hours in any subject, **including** 3 college credit hours in ELAR and 3 college credit hours Math)	2.50	76%	3.00	88%
AP/IB	AP/IB (1 course exam in any subject)	2.41	75%	3.17	91%

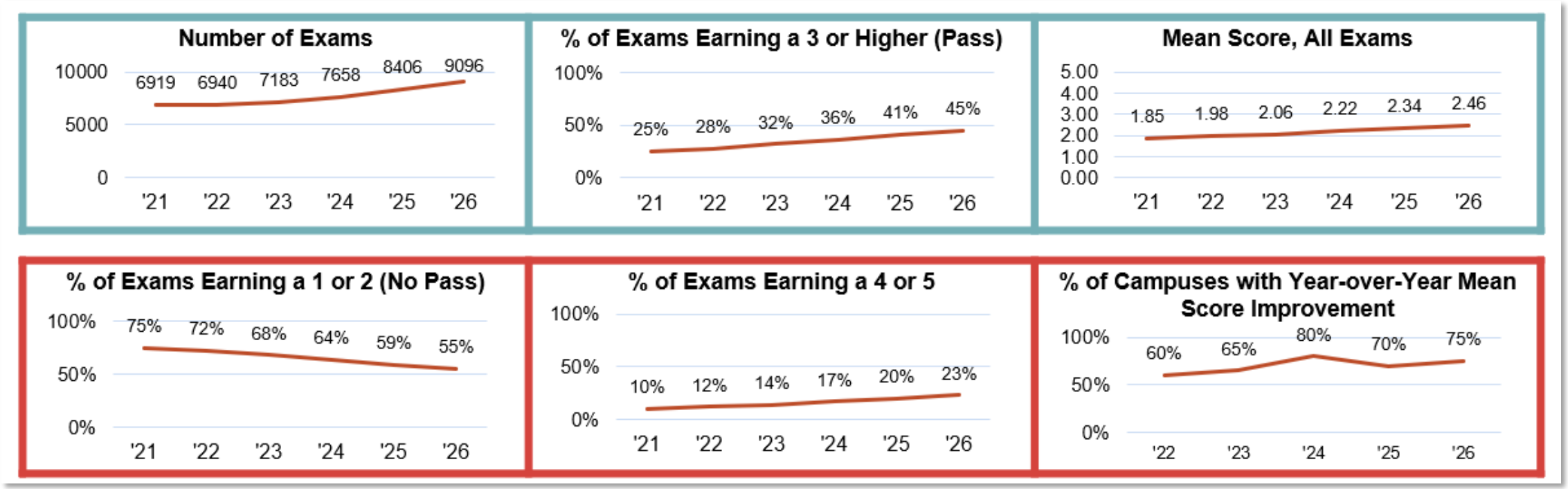
The research shows that students who participate in AP, OnRamps, and Dual Credit in high school have higher first year GPA's once in college and demonstrate a higher persistence rate to the second year of college. These effects are increased if students are also TSI met by assessment.

Advanced Placement Performance

2026 and Multi-Year Trends

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Districtwide AP Performance Trends, 2021-2026



31% AP Participation

AP participation increased 31%, reaching 9,096 exams in 2026.

Passing Rates Nearly Doubled

Pass rates improved from 25% to 45%, while scores of 4 or 5 more than doubled.

Widespread Growth

Districtwide performance gains were widespread, with 75% of campuses improving mean AP scores year over year

District AP Performance, 2026

Highest Exam Passing Rates (Score of 3 or Higher)

	FWISD	National
• Seminar	83.7%	84.3%
• Spanish Language	81.6%	82.4%
• Research	80.3%	89.5%
• Cybersecurity (pilot)	68.8%	-
• Spanish Literature	65.4%	70.3%
• Psychology	64.1%	73.9%

Lowest Exam Passing Rates (Score of 3 or Higher)

	FWISD	National
• Statistics	32.6%	62.7%
• Computer Sci A	31.7%	66.2%
• Macroeconomics	29.7%	65.7%
• Human Geography	28.4%	66.1%
• Computer Sci Princ.	24.3%	61.6%
• Physics	11.0%	67.8%

- Seminar and Spanish Language are the only subjects where FWISD performed within 1 point of the national passing rate.
- Each of the exams for which FWISD had the lowest passing rate were 30 points or more below the national passing rate.
- The passing rate for Physics for FWISD is less than one-sixth of the national rate.

OnRamps

2026 and Multi-Year Trends

Fort Worth
INDEPENDENT SCHOOL DISTRICT

OnRamps Enrollment

Courses Offered 2026-2027	Enrollment
OnRamps Physics	665
OnRamps Algebra II	662
OnRamps U.S. History Since 1877	642
OnRamps English 4: Rhetoric & Writing	497
OnRamps Chemistry	481
OnRamps English 3: Rhetoric & Writing	461
OnRamps Government	395
OnRamps Statistics	382
OnRamps Precalculus	352
OnRamps Earth Systems Science	220
OnRamps Economics	215
OnRamps Biology	135
OnRamps Art IV: Digital & Media III	73
OnRamps Chemistry 2	56
OnRamps Computer Science I	50
OnRamps Physics II	31

	Percent in OnRamps Dual Credit	Percent in TCC Dual Credit
26-27 SY	18.4%	9.46%
25-26 SY	15.7%	11.6%
24-25 SY	13.7%	11.6%

Expanding Access to College-Level Coursework

OnRamps participation continues to grow, with the percentage of high school students enrolled increasing from 13.7% in 2024 to 18.4% in 2026, reflecting expanded access to college-level coursework.

Dual Credit Pathways

TCC Dual Credit and UT OnRamps Concurrent (Dual) Credit are equally rigorous college-credit pathways that allow students to graduate with both high school and college credit for a given course.

Texas Success Initiative (TSI)

2026 and Multi-Year Trends

Fort Worth
INDEPENDENT SCHOOL DISTRICT

TSI Met by Assessment

Graduating Class	2026	2025	2024	2023
Met in RLA and Math (excluding College Prep Courses)	34.1%	19%	20.3%	20.1%

Why this increased?

Intentional efforts by the district through universal testing opportunities and embedded TSIA2 lessons in core content classes, the district saw at 15% gain in TSAI2 met by assessment in the class of 2026.

What's next?

Efforts continue into the 26-27 school year, with universal testing added to the district testing calendar, embedded lessons in core classes and advisory, and an added TSIA2 prep course for students not yet met, College Transition.

SECTION 8

Bringing it together

The same few root causes show up in every domain, so the same few levers move every domain

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Five Root Causes Explain Most Of The Results Across All Four Domains

Root cause	D1 Achievement	D2A Growth	D2B Relative	D3 Gaps
Tier 1 rigor aimed at passing, not grade level	●	●	●	●
Early literacy and math foundation gaps	●	●	●	●
LEAD Time: Remediation instead of acceleration	●	●	●	●
Language development outside core instruction	●	●		●
Uneven leadership and practice across campuses (Elevate, middle grades)	●		●	●

So what: Fix the instructional core and every domain moves. That is why the plan is focused, not a long list of programs.

Our Theory Of Action: Set The Conditions, Execute A Few High-leverage Practices, And Students Reach Grade Level

Conditions

Strong leaders in every building · one instructional framework · protected time · tiered support (Elevate / Emerge / Exemplar)

›

Practices

Grade-level instruction (Cowtown 12) · six-week data and reteach cycles · acceleration · language in every lesson

›

Student results

More students at Meets · growth above a year for students behind · gaps narrowing by group

›

Ratings follow

Domain scores rise together; campuses exit D/F; district moves from C to B

So what: **Ratings are the lagging result. The board's monitoring should focus on the conditions and practices that lead them.**

Teacher vacancies remain below 1%

37

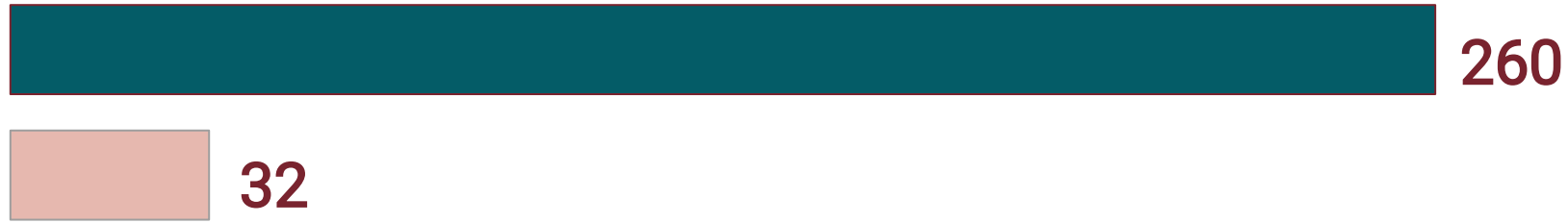
Teacher Vacancies

week ending 10.23.26.

99.4% Filled

TEACHER VACANCIES

Total teachers vacancies at the end of the first 6 week grading period declined by **60%** from SY 2025 to SY 2026.

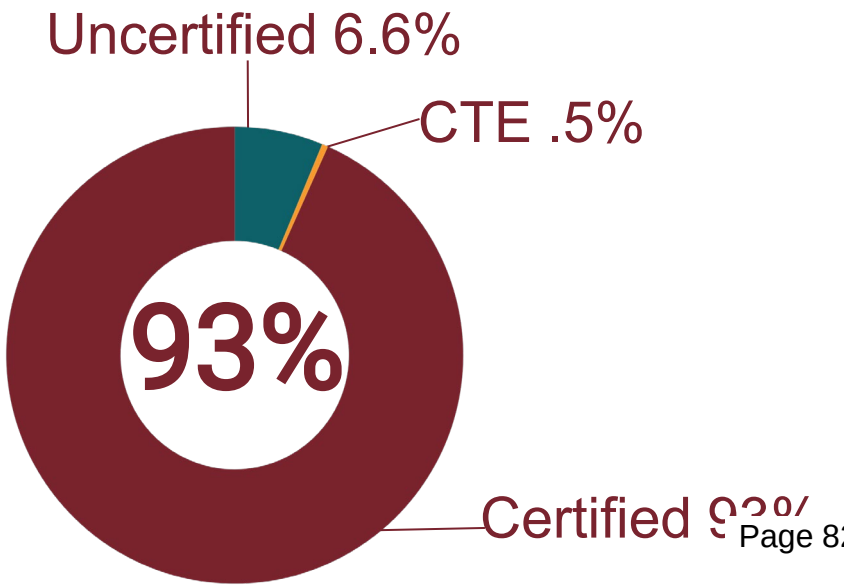


UNCERTIFIED TEACHERS

4,866 Teaching Positions

326 Working Towards their Certification

23 CTE Teachers



Staffing Strategies to Support Instruction

Competitive Teacher Pay

Increased pay for Teachers of Record pay by 5% & Teacher pay by 3%.

Regional Support Model

Aligned Talent Management Structure to mirror the Regional Support Model.

District of Innovation

Expanded the FWISD 2021 DOI Plan to include teachers in all eligible content areas.

Resident Teacher

Employed on-campus support teacher to ensure the continuum of HQ instruction in the absence of a teacher.

District Support Teachers

DSTs co-teach with expert educators and move into content-area vacancies as they arise.

Investments to Support the Instructional Model: Increased Support for Campuses

ACE / ELEVATE

$25.6M

ACE/ELEVATE positions

DST

$1.3M

DST positions

SCHOOL LEADERSHIP

$1.6M

Additional PCs and upgrades

ACE / ELEVATE

$200K

Classroom materials

Note: Position amounts exclude fringe benefits. Classroom materials funded from the General Fund.

PAUSE FOR BOARD QUESTIONS | 10 MINUTES

QUESTIONS?

Fort Worth
INDEPENDENT SCHOOL DISTRICT


Fort Worth
INDEPENDENT SCHOOL DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

BOARD MEETING REPORT
November 10, 2026

REPORT TOPIC: ANNUAL COOPERATIVE FEES REPORT

EXECUTIVE SUMMARY:

The Texas Local Government Code and Texas Education Code authorize the use of purchasing cooperatives by school districts. Cooperative purchasing provides a variety of efficiencies and benefits, including, aggregated purchasing power, discounted prices for goods and services, rebates for certain products, and compliance with Competitive Procurement regulation.

Texas Education Code § 44.0331 requires school districts to report the amount spent on cooperative management fees annually. Additionally, the code states that: (a) A school district that enters into a purchasing contract valued at $25,000 or more under Section 44.031(a)(5), 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 reports described by Subsection (b).

The following represents fiscal year 2025-2026 Management fees paid to Cooperative and Interlocal purchasing agencies per Local Government Code 271.

COOPERATIVE AGENCIES	FY2026 MANAGEMENT FEES PAID
Central Texas Purchasing Alliance (CTPA)	$150.00
State of Texas Cooperative Purchasing Program	$100.00
Buy Board Purchasing Cooperative	$1,600.00
TOTAL AMOUNT PAID IN FY2026	**$1,850.00**

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Finance and Operations

Fort Worth
INDEPENDENT SCHOOL DISTRICT

Revised DRAFT Goals and Guardrails Packet
Fort Worth ISD School Board

Revised: October 29, 2026

DRAFT Goals Revised October 29, 2026

Goal 1: Early Education Literacy

The percentage of students who score at meets grade level or above on the Grade 3 STAAR reading (or equivalent state assessment) will increase from 42% in July 2026 to 62% in July 2031.

Annual Performance Metrics					
Base Line	**5 Year Progress**				
2026	**2027**	**2028**	**2029**	**2030**	**2031**
42%	46%	52%	57%	60%	62%

Goal Progress Measures 1:

The percentage of **Grade 3** students scoring at or above the grade level norm (50th percentile) on **MOY** NWEA MAP Reading will increase from 50% in January 2026 to 70% in January 2031.

Goal Progress Measures 2:

The percentage of **Grade 2** students scoring at or above the grade level norm (50th percentile) on EOY NWEA MAP Reading will increase from 54% in May 2026 to 73% in May 2031.

Goal Progress Measures 3:

The percentage of **Grade 1** students scoring at or above the grade level norm (50th percentile) on EOY NWEA MAP Reading will increase from 42% in May 2026 to 56% in May 2031.

Goal 2: Early Education Mathematics

The percentage of students who score at meets grade level or above on the Grade 3 STAAR mathematics (or equivalent state assessment) will increase from 40% in July 2026 to 62% in July 2031.

Annual Performance Metrics					
Base Line	**5 Year Progress**				
2026	**2027**	**2028**	**2029**	**2030**	**2031**
40%	44%	48%	52%	58%	62%

Goal Progress Measures 1:

The percentage of **Grade 3** students scoring at or above the grade level norm (50th percentile) on **MOY** NWEA MAP Mathematics will increase from 61% in January 2026 to 81% in January 2031.

Goal Progress Measures 2:

The percentage of **Grade 2** students scoring at or above the grade level norm (50th percentile) on EOY NWEA MAP Mathematics will increase from 55% in May 2026 to 75% in May 2031.

Goal Progress Measures 3:

The percentage of **Grade 1** students scoring at or above the grade level norm (50th percentile) on EOY NWEA MAP Mathematics will increase from 61% in May 2026 to 75% in May 2031.

Goal 3: College Career and Military Readiness

The percentage of graduates who meet the criteria for CCMR Outcomes Bonuses will increase from 20% in November 2026 to 50% in November 2031.

Annual Performance Metrics					
Base Line	**5 Year Progress**				
2026 (Class of 2025)	**2027 (Class of 2026)**	**2028 (Class of 2027)**	**2029 (Class of 2028)**	**2030 (Class of 2029)**	**2031 (Class of 2030)**
20%	27%	34%	40%	45%	50%

Goal Progress Measures 1: College Ready

The percentage of graduates who meet the college-ready standard in both Mathematics and Reading through assessment (TSIA2, ACT, or SAT) will increase from 34% in August 2026 to 55% in August 2031.

Goal Progress Measures 2: Career Ready

The percentage of students who graduate as a CTE Completer and earn an associated Industry-Based Certification (IBC) will increase from 20% in August 2026 to 40% in August 2031.

Goal Progress Measures 3: Postsecondary Enrollment

The percentage of graduates who enroll in a postsecondary institution immediately following high school will increase from 52% in November 2026 to 60% in November 2031.

Goal 4: 8th Grade Reading and Mathematics with EOCs

The percentage of students who score at meets grade level or above on the Grade 8 STAAR and EOCs (or equivalent state assessment) reading and mathematics assessments will increase from 35% in July 2026 to 55% in July 2031.

Annual Performance Metrics					
Base Line	**5 Year Progress**				
2026	**2027**	**2028**	**2029**	**2030**	**2031**
35%	39%	43%	47%	51%	55%

Goal Progress Measures 1:

The percentage of **Grade 8** students scoring at or above the projected STAAR Meets rate on **MOY** NWEA MAP Math and Reading (with EOC) will increase from 41% in January 2026 to 69% in January 2031.

Goal Progress Measures 2:

The percentage of **Grade 7** students scoring at or above the projected STAAR Meets rate on EOY NWEA MAP Math and Reading (with EOC) will increase from 36% in May 2026 to 59% in May 2031.

Goal Progress Measures 3:

The percentage of **Grade 6** students scoring at or above the projected STAAR Meets rate on EOY NWEA MAP Math and Reading (with EOC) will increase from 35% in May 2026 to 53% in May 2031.

Goal 5: **The percentage of students who demonstrate effective communication, self-advocacy, and ownership of their learning will increase from XX% in [baseline year] to XX% by [target year], as measured by a research-aligned student agency and communication performance measure administered at defined grade levels.**					
Annual Performance Metrics					
	5 Year Progress				
2026	**2027**	**2028**	**2029**	**2030**	**2031**
N/A	N/A	TBD	TBD	TBD	TBD
Goal Progress Measures 1: Student Goal Setting and Progress Monitoring					
This GPM is under development as the team continues to evaluate how this goal could be measured over time.					
Goal Progress Measures 2: Effective Communication					
This GPM is under development as the team continues to evaluate how this goal could be measured over time.					
Goal Progress Measures 3: Student-Led Demonstration of Learning					
This GPM is under development as the team continues to evaluate how this goal could be measured over time.					

DRAFT Guardrail Language Based on Board Feedback From October 13, 2026

Guardrail 1

The superintendent shall not make significant changes to or retain curriculum or instructional practices without a process for regular teacher review and feedback and broad communication of the rationale and evidence demonstrating their impact on the adopted student outcome goals.

1. IGM 1.1: Beginning after the first six weeks of each school year, the percentage of classroom observations demonstrating that instruction is within 1–2 instructional days of the district's Instructional Planning Calendar will be maintained at or above 90% through the end of the school year, as measured by the Campus Visitation Log (CVL).
    a. **REVISED ON 11/2: The percentage of positive teacher responses regarding effective communication on the District's Annual Stakeholder Survey will increase from a baseline established of XX% in Spring 2027 to 75% by Spring 2031. [Survey Tool Pending]**
2. IGM 1.2: The percentage of campuses represented on the Teacher Curriculum Review and Feedback Sessions will increase from 35% in October 2026 to 70% in October 2031.
    a. **REVISED ON 11/2: The percentage of teachers reporting that the process for Teacher Curriculum Review and Feedback Sessions are effective will increase from a baseline established of XX% in Spring 2027 to 70% in October 2031. [Survey Tool Pending]**
3. IGM 1.3: The percentage of positive teacher responses on the district's annual Campus Climate Survey will increase from a baseline established in Spring 2027 to 75% by Spring 2031.
    a. **REVISED ON 11/2: The percentage of positive teacher responses regarding curriculum and instructional practices on the District's Annual Stakeholder Survey will increase from a baseline established of XX% in Spring 2027 to 75% by Spring 2031. [Survey Tool Pending]**

Guardrail 2

The superintendent will not decrease equitable access to advanced academics, non-academic programs, school choice opportunities for children of all demographic and socioeconomic groups, or opportunities for schools to obtain earned autonomy

1. IGM 2.1: The percentage of schools that earn increased autonomy through demonstrated student achievement will increase from XX% in August 2027 to XX% by August 2031.
    a. **REVISED ON 11/2: The percentage of middle and high school students who participate in at least one extra-curricular activity will increase from a baseline of XX% established in August of 2027 to XX% in August 2031. [Data dashboard pending]**

2. IGM 2.2: The percentage of students participating in advanced academics and specialized programs of choice will increase from XX% in August 2027 to XX% by August 2031, with participation monitored across demographic and socioeconomic groups.
3. IGM 2.3: The percentage of graduates who successfully complete Dual Credit, OnRamps, or Advanced Placement coursework at the level required to meet a CCMR college-readiness indicator will increase from 43% in August 2026 to 60% in August 2031.

Guardrail 3

The superintendent will not implement plans to recruit, retain, and support high-quality educators without opportunities for educators to give input on planning and decisions that affect their classrooms.

1. IGM 3.1: The district will implement a comprehensive teacher retention plan designed to retain X% of teachers who rate Proficient and above by X% in Spring 2027 to Y% Spring 2031.
    a. **REVISED 11/2: The district will increase the percentage of retained teachers who are rated as proficient or above from X% in Spring 2027 to Y% Spring 2031.**
2. Revised IGM 3.2: The district will implement a comprehensive teacher recruitment and retention plan designed to decrease the number of uncertified teachers from X% in Spring 2027 to Y% in Spring 2031.
    a. **REVISED 11/2: The district will decrease the number of uncertified teachers from X% in Spring 2027 to Y% in Spring 2031.**
3. IGM 3.3: At least 65% of teachers rated below Proficient will improve by at least one performance level on the district's Spot Observation instrument by midyear, annually, beginning in February 2027 and continuing through February 2031.
    a. **REVISED 11/2: The district will implement a comprehensive professional development plan that will increase opportunities for teachers to obtain additional certifications from X in Spring of 2027 to Y in Spring of 2031. [Plan and/or PD Opportunities to be created.]**

Guardrail 4

The superintendent shall not allow discipline to be applied inconsistently across campuses or student groups.

1. IGM 4.1: The percentage-point gap in exclusionary discipline rates between the student group with the highest rate and the student group with the lowest rate will decrease from 12.5 percentage points in June 2026 to 6.0 percentage points by June 2031.
2. IGM 4.2: The percentage of students who report feeling safe at school will increase from X% in 2027–28 to Y% in 2030–31, as measured following the first and fourth six-week grading periods of each school year.
3. IGM 4.3: The percentage of FWISD facilities meeting all district-established safety, security, and emergency preparedness standards during annual audits will increase from X% in June 2027 to 100% by June 2031.
    a. **REVISED 11/2: The percentage of positive teacher responses regarding school campus safety on the District's Annual Stakeholder Survey will increase from a**

baseline established of XX% in Spring 2027 to 75% by Spring 2031. [Survey Tool Pending]

Guardrail 5

The superintendent shall not operate in a fiscally unsound manner.

1. IGM 5.1: The district will maintain an audited fund balance of no less than 75 operating days at the end of each fiscal year from 2026 through 2031.
2. IGM 5.2: The district will earn an A rating on the Texas Education Agency's Financial Integrity Rating System of Texas (FIRST) during each annual accountability review from 2027 through 2031.
3. IGM 5.3: The percentage of identified right-sizing and facility consolidation actions completed to align resources with declining enrollment and support student achievement will increase from X% in June 2026 to X% by June 2031.

Board of Education Meeting Minutes

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 Tuesday, October 13, 2026.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on Tuesday, October 13, 2026, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:00 PM at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 7, 2026 at 4:32 p.m.

/s/ Patti Ramón
Coordinator
Board of Education

Draft

RETURN OF THE MEETING TUESDAY, OCTOBER 13, 2026

I, Patti Ramón, of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 7, 2026, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on October 7, 2026.

/s/ Patti Ramón
Coordinator
Board of Education

The following Board Members were present:

Mr. Pete Geren, President
Ms. Courtney Lewis, President
Ms. Rosa Maria Berdeja, Secretary
Mr. Robert Ahdieh
Mr. Luis A. Galindo
Ms. Laurie George
Mr. Frost Prioleau
Mr. Jay Stegall ***Absent*
Mr. Tennessee Walker

The following administrators were present:

Dr. Peter Licata, Superintendent
Dr. Louis Kushner, Chief of Staff
Dr. Daniel Soliz, Deputy Superintendent, Chief of Schools
Sid Pounds, Assistant General Counsel
Vacant, Chief Financial Officer
Mohammed Choudhury, Deputy Superintendent, Curriculum & Instruction
Kellie Spencer, Deputy Superintendent, Finance and Operations
Denisha Presley, Chief Talent Officer
Isaac Williams, Deputy Chief of Schools
Christopher Ruszkowski, Conservator- ***Attended video conference*

1. 5:00 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM

School Board President, Mr. Pete Geren opened the meeting at 5:00 p.m.

The meeting recessed and reconvened in closed session at 5:01 p.m.

2. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.071 (Legal), §551.074 (Personnel), and §551.076 (Security).

Draft

A. Discussion with Legal Counsel Regarding Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Discussion with Legal Counsel Regarding Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Discussion Regarding Reporting of Certain Certified Staff for Contract Abandonment

D. Discussion of Districtwide Safety and Security Plan

E. Discussion of TEA Intruder Detection Audits

F. Discussion Regarding Legal Counsel for the School Board

3. 6:00 PM - RECONVENE OPEN SESSION - BOARD ROOM

Meeting was reconvened in open session at 6:19 p.m.

4. PLEDGE OF ALLEGIANCE AND PLEDGE TO THE TEXAS FLAG

Led by R.L. Paschal High School JROTC Cadets
R.L. Paschal High School JROTC Cadets presented the colors of our nation and state.
Ryan Mundy, Daniel Payen and Dakota Cundiff from Western Hills High School sang our National Anthem.
Special performance by O.D Wyatt High School Band.

5. RECOGNITIONS

Senior Executive Director of Communications & Community Partnerships, Evan Anderson, led the recognitions.

A. Recognition of Student Greeters and Performers

6. REPORTS

School Board President, Mr. Pete Geren made a comment.

A. Superintendent Update
Superintendent, Dr. Peter B. Licata made a comment. Superintendent, Dr. Peter Licata presented the *Superintendent Update.*

B. Public Notice of Federal Grant Applications Submitted between July 1, 2026, through September 30, 2026
2026 October Board Report.pdf

7. PUBLIC COMMENT CONSENT AGENDA

Speakers:

Ambika Sharma	Amanda Inay
Christopher Robertson	Nelcy Cardenas

8. CONSENT AGENDA ITEMS

Draft

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 an item be removed from the "Consent Agenda" and voted upon separately.

School Board Members, Mr. Frost Prioleau and Mr. Tennessee Walker made and/or asked questions.

Superintendent, Dr. Peter B. Licata and Deputy Superintendent of Operations provided responses.

Moved by: Frost Prioleau; seconded by: Courtney Lewis

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Luis Galindo, Frost Prioleau, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 8-0

Dr. Louis Kushner, Chief of Staff

A. Approve Board of Education Meeting Minutes

Regular Meeting - Sep 08 2026 - Minutes - Html

Board Workshop - Sep 26 2026 - Minutes - Html

Special Meeting - Sep 29 2026 - Minutes - Public Draft.pdf

B. Approve the Neighborhood Pre-K Waiver for the 85% Rule

NPK 85 Percent Rule.docx

Business and Finance

C. Approve the Certified Appraisal Roll for the Tax Year 2026 for the Fort Worth Independent School District

revised Certified Tax Roll 2026.pdf 2026 July Revised Certified.pdf

Operations, Kellie Spencer, Deputy Superintendent

D. Approve Ratification of Contract for Security Patrol Service Provider for District Campuses and Administrative Facilities

Security Patrol Services.docx Pricing Jet Security.pdf

E. Approve a Memorandum of Understanding Between Fort Worth ISD and Trinity Metro for Student Transportation Services

Trinity Metro.docx Trinity Metro MOU.pdf

Technology, Tandi Smith, Interim Chief Technology Officer

F. Approve Renewal and Amendment of Contract for the Purchase of Insurance for Student Devices

Student Device Insurance.docx Quote - AKKO.pdf

G. Approve Delegation of Authority to the Superintendent or His Designee to Negotiate and Enter into a New Master Lease Agreement for Districtwide Copier and Managed Print Services, Including Related Equipment, Licensing, and Refresh of Existing Devices

Draft

Datamax - 2026-2031.docx

9. PUBLIC COMMENT ACTION ITEMS AND LONE STAR GOVERNANCE

Speakers:

Ambika Sharma	Hannah Parks	Randi Wheeler
Reed Bilz	Aria Fultz	Kevin Smant
Shelby Ryon	Amanda Inay	Christopher Robertson
Meredith Hicks	Jennifer Droemer	Nelcy Cardenas
Steven Poole	Zach Leonard	Lori Calder
Karen Perry		

10. ACTION AGENDA ITEMS

A. Item(s) Removed from Consent Agenda
No action taken

Legal, Sid Pounds, General Counsel

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

Termination Good Cause Chapter 21 Probationary Contracts.docx

No action taken

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

Termination Good Cause Chapter 21 Term Contracts.docx

School Board Member, Mr. Robert Ahdieh: I move to propose termination of the term contract of Brittany Howard for good cause pursuant to Chapter 21 of the Texas Education Code.
Moved by: Robert Ahdieh; seconded by: Frost Prioleau

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Frost Prioleau, Tennessee Walker, and Laurie George

No: Luis Galindo

Absent: Jay Stegall

Carried 7-1

School Board Member, Mr. Robert Ahdieh: I move to propose termination of the term contract of Alan Whitaker for good cause pursuant to Chapter 21 of the Texas

Draft

Education Code.
Moved by: Robert Ahdieh; seconded by: Courtney Lewis

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Luis Galindo, Frost Prioleau, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 8-0

School Board Member, Mr. Robert Ahdieh: I move to propose termination of the term contract of Cherie Murray-Scott for good cause pursuant to Chapter 21 of the Texas Education Code.
Moved by: Robert Ahdieh; seconded by: Frost Prioleau

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, and Frost Prioleau

No: Luis Galindo, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 5-3

School Board Member, Mr. Robert Ahdieh: I move to propose termination of the term contract of Meredith Hicks for good cause pursuant to Chapter 21 of the Texas Education Code.
Moved by: Robert Ahdieh; seconded by: Frost Prioleau

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Luis Galindo, Frost Prioleau, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 8-0

School Board Member, Mr. Robert Ahdieh: I move to propose termination of the term contract of Jesus Sanchez Ontiveros for good cause pursuant to Chapter 21 of the Texas Education Code.
Moved by: Robert Ahdieh; seconded by: Courtney Lewis

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Luis Galindo, Frost Prioleau, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 8-0

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

D. Approve School Library Advisory Council Recommendation Lists

School Board President, Mr. Pete Geren: The Board was provided a link to the School Library Advisory Council web page that lists all of the posted recommendation lists for public view. The Board is being asked to only consider approving the lists for April, May and June 2026.

SLAC Recommendation Lists.docx

School Board Vice President, Mrs. Courtney Lewis: I move to approve the School

Library Advisory Council Recommendation Lists for the Months of April, May, and June 2026.
Moved by: Courtney Lewis; seconded by: Tennessee Walker

Yes: Rosa Maria Berdeja, Pete Geren, Courtney Lewis, Robert Ahdieh, Luis Galindo, Frost Prioleau, Tennessee Walker, and Laurie George

Absent: Jay Stegall

Carried 8-0

Talent Management, Denisha Presley, Chief Talent Officer

E. Approve Reporting of Certain Certified Staff to TEA for Chapter 21 Contract Abandonment

Chapter 21 Contact Abandonment.docx

No action taken

11. LONE STAR GOVERNANCE

A. Discussion Regarding the First Reading of the Goals and Guardrails

School Board President, Mr. Pete Geren made a comment.

Superintendent, Dr. Peter B. Licata made a comment.

Superintendent. Dr. Peter B. Licata introduced Lone Star Governance Coach, Mr. AJ Crabill.

Lone Star Governance Coach, Mr. AJ Crabill facilitated the Discussion Regarding the First Reading of the Goals and Guardrails.

School Board Members participated in the Discussion Regarding the First Reading of the Goals and Guardrails.

FWISD Draft Goals and Guardrails.pdf

12. PUBLIC COMMENT GENERAL ITEMS

Speakers:

Mendi Tackett	Christopher Robertson
Ambika Sharma	Bob Willoughby
Kat Shimamoto	Heather Reck
Stephanie McCartney	Mary Elizabeth Sheehan
Max Pell	Shelley Davis
Kellie Cullen	Christina Sellers
Patricia Everette	Amanda Inay

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Jennifer Droemer	Nelcy Cardenas
Sabrina Ball	Zach Leonard
Kimberly Buch	Nydia Cardenas
Mindia Whittier	Kristin Klaude
Alexander Montalvo	EJ Carrion

13. ADJOURN

Meeting was adjourned at 11:36 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

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Rosa Maria Berdeja, Secretary
Fort Worth Independent School District

Draft

SPECIAL MEETING MINUTES

FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on Tuesday, October 27, 2026.

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

MEETING NOTICE

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on Tuesday, October 27, 2026, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:00 PM at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 21, 2026 at 5:44 p.m.

/s/ Patti Ramón

Coordinator
Board of Education

RETURN OF THE MEETING OCTOBER 27, 2026

I, Patti Ramón, of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 21, 2026, at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on October 21, 2026.

/s/ Patti Ramón
Coordinator
Board of Education

The following Board Members were present:

Mr. Pete Geren, President
Ms. Courtney Lewis, President
Ms. Rosa Maria Berdeja, Secretary
Mr. Robert Ahdieh
Mr. Luis A. Galindo
Ms. Laurie George ****Via video conference*
Mr. Frost Prioleau
Mr. Jay Stegall ****Via video conference*
Mr. Tennessee Walker

The following administrators were present:

Dr. Peter Licata, Superintendent
Dr. Louis Kushner, Chief of Staff
Dr. Daniel Soliz, Deputy Superintendent, Chief of Schools
Mohammed Choudhury, Deputy Superintendent, Curriculum & Instruction
Kellie Spencer, Deputy Superintendent, Finance and Operations
Denisha Presley, Chief Talent Officer
Isaac Williams, Deputy Chief of Schools
Sid Pounds, Assistant General Counsel
Christopher Ruszkowski, Conservator

1. 5:00 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM

School Board President, Mr. Pete Geren opened the meeting at 5:00 p.m.
The meeting recessed and reconvened in closed session at 5:01 p.m.

2. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.071 (Legal) and §551.072 (Real Property).

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A. Discussion with Legal Counsel Regarding the Purchase, Exchange, Lease or Value of Real Property - Parcels of Land Surrounding Farrington Field

B. Discussion with Legal Counsel Regarding the Purchase, Exchange, Lease or Value of Real Property - Charles Nash Elementary School

C. Discussion with Legal Counsel Regarding Statutory Requirements Related to the District Level Planning Committee

3. 6:00 PM - RECONVENE OPEN SESSION - BOARD ROOM

Meeting was reconvened in open session at 6:12 p.m.

4. PLEDGE OF ALLEGIANCE AND PLEDGE TO THE TEXAS FLAG

5. RECOGNITIONS

Led by Trimble High School JROTC Cadets

Trimble High School JROTC Cadets presented the colors of our nation and state.

Nadya Lopez from South Hills High School sang our National Anthem.

A. Recognition of Student Greeters and Performers
Director of Marketing & Creative Communications, Cesar Padilla, led the recognitions.

6. PUBLIC COMMENT

Speakers:

Lucas McCartney	Logan McCartney	Christopher Robertson
Amanda Inay	Trishia Forsythe	Stephanie McCartney
Dionna Deardorff	Jacob Franklin	Sabrina Ball
Norma Lopez Garcia	Mindia Whittier	Trenace Dorsey-Hollins
Ambika Sharma		

7. REPORTS

Superintendent, Dr. Peter B. Licata made a comment.

A. District Comprehensive Data Review
Superintendent, Dr. Peter B. Licata introduced Deputy Superintendent, Chief of Schools, Dr. Daniel Soliz to present the *District Comprehensive Data Review presentation.*

Deputy Superintendent, Chief of Schools, Dr. Daniel Soliz, Deputy Chief of Schools, Isaac Williams and Deputy Superintendent, Curriculum and Instruction, Mohammed Choudhury presented the *District Comprehensive Data Review presentation.*

School Board Members Mr. Frost Prioleau, Mr. Tennessee Walker, Mr. Luis Galindo, Mr. Pete Geren, Mrs. Courtney Lewis, Mr. Robert Ahdieh, Mr. Jay Stegall, Mrs. Laurie George,

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and Mrs. Rosa Maria Berdeja made comments and/or asked questions.

Deputy Superintendent, Chief of Schools, Dr. Daniel Soliz, Superintendent, Dr. Peter B. Licata, Deputy Chief of Schools, Isaac Williams, Deputy Superintendent, Curriculum and Instruction, Mohammed Choudhury and Chief of Staff, Dr. Louis Kushner provided responses.

8. ADJOURN

Meeting was adjourned at 9:04 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

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Rosa Maria Berdeja, Secretary
Fort Worth Independent School District

Draft

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE 2026-2027 BUDGET AMENDMENT FOR SCHOOL ACTION FUND FOR NEIGHBORHOOD PK

EXECUTIVE SUMMARY:

In March 2025, Fort Worth Independent School District entered into a partnership agreement with Neighborhood PK to operate an early learning campus under a partner-managed model. The previously approved 2026–2027 budget for Neighborhood PK totals $868,735 and is funded through local and other approved revenue sources. The District was subsequently awarded a $500,000 School Action Fund grant to support the continuation and strengthening of the school action model. Of the total grant award, $325,000 will be allocated to Neighborhood PK, per grant program guidelines, to support eligible costs associated with implementation of the partner-managed model, including payroll, professional and contracted services, program management, and legal costs. This budget amendment will incorporate the additional $325,000 in grant funding into the District's 2026–2027 budget, increasing the total Neighborhood PK budget from $868,735 to $1,193,735, and authorize the related expenditures.

RECOMMENDATION:

Approve 2026-2027 Budget Amendment for School Action Fund for Neighborhood PK

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

$325,000.00
Total Amended Budget: $1,193,735.00 ($325,000.00 +868,735.00)

PROVIDER(S)/VENDOR(S):

Neighborhood PK

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

Innovation & School Choice

INFORMATION SOURCE:

Dr. Louis Kushner, Chief of Staff

FUNDING SOURCE:

Special Revenue - Federal Grants (206-338)

PURCHASING MECHANISM:

Interlocal Agreement

NEIGHBORHOOD PREK

Invoice: PY26-27_01
Contact Name: Amity Halstead
Contact Title: Executive Director

DESCRIPTION	AMOUNT
Payroll costs	$41,492.00
Professional services or contracted services	$138,660.00
Legal fees	$20,000.00
Consumable, durable supplies and materials, and technology	$80,500.00
Office space costs	$34,348.00
Community School Engagement Support to Promote Program	$10,000.00
Due to Neighborhood PreK	**$325,000.00**
TOTAL DUE	**$325,000.00**

NEIGHBORHOOD
PREK

Fort Worth Independent School District 1882 Partnership

Proposed Budget	FY 26-27
Revenues:	
Local Revenue	803,293
SB 1882	65,442
Total Revenues	868,735
Expenses:	
Fort Worth Independent School District	
Overhead 10%	86,874
Non-Negotiable	11,006
Opt-in Services	3,955
Total Indirect Cost FY 26-27 Including FWISD 10% Administration Rate	101,835
Neighborhood PreK	
Provider Support for Programmatic Implementation	294,683
Personnel Cost | Administrative & Caseload | 1 Position	40,606
Professional Services | Instructional Coaches, Student Support Specialist, Client Liasison | 4 Positions	243,424
Other Professional Services | Evaluation Services, Professional Development, Legal Counsel, Aduit and Tax Services	101,396
Shared Services Agreement | Professional Services for Human Resources, Accounting and IT Services	75,542
Program Operations and Materials | Classroom Supplies, Program Materials and Office and Technology Supplies	11,250
Total Neighborhood PreK	766,901
Total Expense	868,735

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE REVISIONS TO BOARD POLICY EFB(LOCAL) - INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

EXECUTIVE SUMMARY:

The purpose of Board Policy EFB(LOCAL) is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials. In July of 2025, the Board updated this policy to establish a School Library Advisory Council (SLAC). The SLAC's duties include but are not limited to, review of library policies, providing input on library resources, and providing recommendations to the School Board related to lists of library books presented for approval. The District's Administration is recommending the Board revise its policy to remove the requirement to establish a SLAC. The statutory requirements related to SLAC meetings and membership often result in delays in the library book approval process. Under this revised policy, District librarians and other professional staff will develop library recommendations to be presented to the Board. These recommended policy provisions would support the efficiency of the District's library book acquisition and approval process while ensuring every library book in the District is thoroughly vetted by professional staff to ensure alignment with the guidelines adopted by the Texas State Library and Archives Commission and District standards and priorities regarding library materials.

RECOMMENDATION:

Approve Revisions to Board Policy EFB(LOCAL) - Instructional Resources: Library Materials

THEORY OF ACTION PILLAR:

2 - Excellent Instruction Delivering High-Quality and Focused Curriculum

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, General Counsel

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

~~School Library Advisory Council~~

~~The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.~~

~~The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.~~

Collection Development Policy

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure ~~the members of the SLAC,~~ librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.

3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall ~~assist the SLAC in~~ develop~~ing~~ the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.

6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

~~The SLAC shall recommend to the Board a list of library materials for procurement.~~

The Board shall consider the ~~SLAC's~~ recommended list of library materials that have been donated or proposed by the **administration** ~~SLAC~~ for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and Proposed Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or

guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or a District resident may challenge library material maintained in the District's library program.

~~The SLAC shall recommend to the Board for adoption the procedures for challenging library materials.~~

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff~~, SLAC,~~ and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

~~In addition to copies of the completed form being provided to the members of the SLAC in accordance with law,~~ **C**opies shall ~~also~~ be provided to the Board, the Superintendent, the school librarian, and any other staff designated in administrative procedures.

~~SLAC Recommendation~~
Challenge Committee

~~The SLAC shall consider the challenge in accordance with Board adopted procedures and in accordance with law and shall make a recommendation to the Board.~~

~~Any meeting of the SLAC or a review committee, if any, must comply with the meeting requirements under Education Code 33.025(g) and (h), including required notices, meeting minutes, audio or~~

~~video recordings, and submission of minutes and audio or video recordings of the meeting to the District.~~

~~The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the SLAC's recommendation.~~

The District shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

The District shall provide members of the committee the relevant materials to review in accordance with the deadlines established in administrative procedures and in accordance with law.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a challenge may appeal the decision ~~of the SLAC~~ to the Board in accordance with the challenge procedures.

When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.

Frequency of Review

After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.

Removal	If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.
Maintenance of Library Materials	In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]
Gifts and Donations	The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]
Policy Review	This policy shall be reviewed at least every three years and revised as necessary.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: **APPROVE REVISIONS TO BOARD POLICY FD(LOCAL): ADMISSIONS**

EXECUTIVE SUMMARY:

Board Policy FD(LOCAL) addresses student admissions. The District's administration is recommending a change to the policy to address residences on District boundary lines. Specifically, the recommendation is to remove the reference to single-family residences as one of the required conditions. By removing this condition, all families, single *and* multifamily residences, will be eligible to attend Fort Worth ISD schools residing on bisected property.

RECOMMENDATION:

Approve Revisions to Board Policy FD(LOCAL)

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, General Counsel

Persons Age 21 and Over

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

Registration Forms

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

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Residency

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

Residences on District Boundary Lines

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

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

Minor Living Apart

Person Standing in Parental Relation

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

Misconduct

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

Exceptions

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

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

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

Transition Assistance

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

[See EI]

Withdrawal

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

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

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE REVISIONS TO BOARD POLICY FDA (LOCAL) – ADMISSIONS: INTERDISTRICT TRANSFERS AND FDB (LOCAL) – ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

EXECUTIVE SUMMARY:

The administration recommends approval of revisions to FDA(LOCAL), governing interdistrict transfers, and FDB(LOCAL), governing intradistrict transfers and classroom assignments. The proposed revisions modernize the District's transfer and school-choice framework, align policy terminology with current practices, and support a centralized, consistent, and family-friendly process for student applications, assignments, administrative reassignments, transfers, and lotteries.

RECOMMENDATION:

Approve Revisions to Board Policy FDA (LOCAL) – Admissions: Interdistrict Transfers and FDB (LOCAL) – Admissions: Intradistrict Transfers and Classroom Assignments

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide
Innovation and School Choice

INFORMATION SOURCE:

Sid Pounds, General Counsel

Authority

The Superintendent or designee is authorized to accept or reject any student transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, ancestral language, sexual orientation, or gender identity or expression.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

~~Transfer~~ Requests

A nonresident student wishing to transfer into the District shall file an application for transfer with the Superintendent or designee ~~in accordance with District administrative regulations.~~

All assignments shall be administered in accordance with state law, board policy, and applicable District administrative regulations specific to the transfer classification: Standard Transfer; Choice Programs and Schools; or Administrative Reassignment.

Change of Residence

A District student who moves out of his or her school attendance zone or out of the District during a school year shall be permitted to continue in attendance at the current school for the remainder of the school year via Administrative Reassignment, contingent upon maintaining satisfactory attendance and conduct.

~~Transfers for Schools of Choice/ Programs of Choice~~ Choice Programs and Choice School Assignments

A nonresident student may ~~make~~ submit an application for admission into a Choice Program or Choice School ~~School of Choice~~ by the application deadline established annually by the District. Selection ~~for a School of Choice/Programs of Choice~~ shall be based on a lottery system. Priority will be determined by the Superintendent or designee and outlined in District ~~guidelines~~ administrative regulations.

~~Open~~ Standard Transfers

Provided that a school or grade level has not reached capacity ~~and that the school does not have a Program of Choice waiting list, a transfer request shall be considered and granted based on priorities outlined in District guidelines.~~ the District shall hold an annual transfer window for students requesting admittance into a school within the District.

Standard Transfers are processed in accordance with the procedures established in District administrative regulations.

Administrative Reassignment

Parents or guardians residing outside of the District may request an assignment for their child to a school within the District based on hardship or documented need.

Administrative Reassignments are processed in accordance with the procedures established in District administrative regulations.

Transportation	Transportation for a nonresident student who is granted a transfer to attend a District school shall be the responsibility of the parent or guardian or of the student.
Transfer Agreements	A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.
Tuition	If the District charges tuition, the amount shall be set by the Board, within statutory limits.
Nonpayment	The District may initiate withdrawal of students whose tuition payments are delinquent.
~~**Appeals**~~	~~Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.~~

District Students

Attendance areas shall be established by the Board. Each student shall be expected to attend school in the attendance area in which he or she resides except as provided below. The purpose of attendance areas is to promote neighborhood schools. A student's primary "home school" is always in the attendance area where the student resides. [See FD]

A student whose parent moves during the school year from one attendance area to another within the District shall be permitted to attend the school in which he or she was originally registered for the remainder of the school year.

Change of Residence

A District student who moves out of his or her school attendance zone or out of the District during a school year shall be permitted to continue in attendance at the current school for the remainder of the school year via Administrative Reassignment, contingent upon maintaining satisfactory attendance and conduct.

~~**Reassignment**~~ **Authority and Approval**

The Board delegates to the Superintendent or designee, ~~inclusive of the principal when appropriate~~, the authority to assign and transfer any student from one school facility or classroom to another facility or classroom within the District.

~~**Transfers for Schools of Choice/ Programs of Choice**~~ **Choice Programs and Choice School Assignments**

~~A student may make application for admission into a School of Choice by the application deadline established annually by the District. Selection for a School of Choice/Programs of Choice shall be based on a lottery system. Priority will be determined by the Superintendent or designee and outlined in District guidelines.~~

A Choice Program is an educational option that allows families to apply for admission to a school or specialized program within, or outside of their traditionally assigned attendance zone, offering tailored learning experiences aligned with a student's unique interests, talents, or academic goals.

Choice Program and Choice School assignments are processed in accordance with District administrative regulations.

~~**Open**~~ **Standard Transfers**

Provided that a school or grade level has not reached capacity, ~~and that the school does not have a Program of Choice waiting list, a transfer request shall be considered and granted based on priorities outlined in the District guidelines.~~ the District shall hold an annual transfer window for students to attend a school outside their assigned attendance zone.

Standard Transfers are processed in accordance with District administrative regulations.

Administrative Reassignment

Parents or guardians may request reassignment of their child to a school outside their attendance zone based on hardship or documented need.

Administrative Reassignments are processed in accordance with District administrative regulations.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE REVISIONS TO BOARD POLICY BQA (LOCAL) - PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

EXECUTIVE SUMMARY:

The District Advisory Committee (DAC) provides District professional staff, parents, and community and business members an opportunity to help shape District educational plans and priorities. As required by Texas Education Code Sections 11.251–11.254, the DAC advises the Board and Superintendent on educational goals, student performance objectives, and major instructional programs. The District's Administration recommends updating the provisions of this policy related to committee membership to support effective participation and the efficiency of the DAC process.

RECOMMENDATION:

Approve Revisions to Board Policy BQA (LOCAL) - Planning and Decision-Making Process: District-Level

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, General Counsel

DISTRICT ADVISORY COMMITTEE

In compliance with Education Code 11.251–254, the District establishes the District Advisory Committee that will involve 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.

~~An administrative procedure shall be developed with input from the District Advisory Committee to define the District-level committee members' role in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organizations, together with the roles and responsibilities of other District officials. The procedure shall be reviewed and approved by the Board.~~

GENERAL REQUIREMENTS

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of representatives on the committee. [See also DGA]

Two-thirds of the professional staff serving as committee members shall be classroom teachers. The remaining representatives shall be other campus-based professional staff.

If practicable, the committee shall include at least one professional staff representative with the primary responsibility for educating students with disabilities.

DEFINITIONS

"Classroom teacher" shall be an individual involved in direct instructional responsibilities in elementary and/or secondary schools at least four hours per day. The classroom teacher includes one who teaches in a regular classroom, a resource classroom, a homebound setting, or a special assignment classroom, or who is an itinerant teacher.

~~"Campus administrative staff" shall be limited to elementary, middle, and high school principals and assistant principals.~~

~~The "at-large" position shall be limited to campus-based or District-level nonteaching personnel who are librarians, nurses, counselors, instructional specialists, or central administrative personnel who have multiple campus instructional responsibilities.~~

"Professional staff" shall include classroom teachers, campus administrators ~~campus administrative staff~~, nonteaching, nonadministrative staff, and District administrative staff.

"Business representative members" need not reside in the District nor must the business be located in the District.

"Community members" must reside in the school District and must be at least 18 years of age.

"Parents" shall be limited to a person who stands in parental relation to a student. A parent who is an employee of the District is not considered a parent representative, and a parent is not considered a representative of community or business members on the committee.

COMPOSITION

The committee, serving in an advisory role, shall consist of ~~21~~ 13 representatives to serve in designated places as follows:

1. ~~Eight~~ Five classroom teachers
2. ~~One at-large nonteaching campus based or District level representative with instructional responsibilities at more than one campus - may include librarians, nurses, counselors, instructional specialists, or central office administrators~~
3. ~~Three campus administrative staff~~ Two Campus/District Professional Staff
4. ~~Five~~ Two parent representatives
5. Two community representatives
6. Two business representatives

~~Place–Committee Members~~

~~Place No.~~	~~Committee Member~~
~~1~~	~~Elementary school teacher~~
~~2~~	~~Elementary school teacher~~
~~3~~	~~Elementary school teacher~~
~~4~~	~~Elementary school teacher~~
~~5~~	~~Middle school teacher~~
~~6~~	~~Middle school teacher~~
~~7~~	~~High school teacher~~
~~8~~	~~High school teacher~~
~~9~~	~~At-large nonteaching professional staff member with multiple campus instructional responsibilities~~
~~10~~	~~Elementary principal or assistant principal~~
~~11~~	~~Middle school principal or assistant principal~~
~~12~~	~~High school principal or assistant principal~~
~~13~~	~~Parent representative — elementary school~~
~~14~~	~~Parent representative — middle school~~
~~15~~	~~Parent representative — high school~~
~~16~~	~~Parent representative — special education~~

~~17 Parent representative — choice, advanced academic, school-in-school programs~~
~~18 Community representative~~
~~19 Community representative~~
~~20 Business representative~~
~~21 Business representative~~

PROFESSIONAL STAFF SELECTION PROCESS

All professional staff representatives on the District Advisory Committee shall be elected by their respective peer groups.

To be eligible to serve, the professional staff person must be nominated by and elected from his or her representative grouping (including a self-nomination). ~~The nominee's job assignment for Places 1 through 12 must be in the designated grade and/or employment areas for which he or she is nominated.~~

Election of the professional staff members of the committee shall be held at a time and place determined by the Superintendent. Nomination and election procedures shall be conducted in accordance with this policy and administrative regulations. Election will be by plurality vote.

~~Teachers and staff shall vote for only those candidates listed for the appropriate grade levels; i.e.:~~

~~1. All prekindergarten through grade 5 teachers shall be eligible to vote for all candidates for Places 1, 2, 3, and 4.~~

~~2. All grade 6 through grade 8 teachers shall be eligible to vote for all candidates for Places 5 and 6.~~

~~3. All grade 9 through grade 12 teachers shall be eligible to vote for all candidates for Places 7 and 8.~~

~~4. Only nonteaching, campus-based or District-level personnel with instructional responsibilities at more than one campus, including librarians, nurses, counselors, instructional specialists, and central office administrators are eligible to be a candidate for and to vote for Place 9.~~

~~5. All principals and assistant principals shall be eligible to vote for the candidates for Places 10, 11, and 12.~~

PARENT, COMMUNITY, AND BUSINESS REPRESENTATIVES SELECTION PROCESS

~~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 this policy.~~

~~The five parents appointed to the committee shall represent elementary, middle, high schools, special education, and any other separately identified District program.~~

The committee shall include at least two parents. The Superintendent shall use several methods of communication to ensure that parents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers.

The committee shall include at least two community members. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. All community member representatives shall reside in the District.

The committee shall include at least two business representatives. The Superintendent shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives do not need to reside in or operate businesses in the District

The ~~Board~~ Superintendent may make additional appointments to the District Advisory Committee by appointing more ~~than nine~~ parent, business, and community representatives when it is for the purpose of providing for appropriate representation of the community's diversity.

The ~~Board~~ Superintendent appointments shall be representative of the community's diversity.

~~The Board shall, by its own rules, solicit input and/or nominations from existing District organizations or committees as it shall deem appropriate to guide its appointments to these positions.~~

TERM

All District Advisory Committee members shall serve a two-year term

~~After the appointment in 1995 of the first business/community and parent representatives to the committee, each category shall draw for two-year or three-year terms in order to maintain a staggered membership; thereafter, appointees shall serve for two-year terms.~~

~~Elected professional staff representatives shall all serve for two-year terms. The number of terms that any person, either elected or appointed, may serve shall be limited to two consecutive terms.~~

VACANCY

If a vacancy occurs for any reason among the elected Professional Staff ~~representatives in Places 1 through 12~~, the person with the next highest number of votes ~~for the Place affected~~ shall assume the Place for the balance of the term.

~~Representatives to fill vacancies occurring for any reason in Places 13 through 21 shall be selected by the Board to serve the balance of the term.~~

A vacancy shall be declared when a committee member resigns, retires, fails consistently to attend meetings as defined by the committee, moves from the District if required to live in the District, or otherwise fails to meet the requirement of the Place to which the member was elected or selected.

If no one runs for a Professional Staff position ~~designated Place 1 through 12~~, the Superintendent shall appoint, for the term, a replacement who agrees to serve and who is representative of the unfilled place.

MEETINGS

The committee shall meet as often as required but not less than twice per school year.

A chair shall be elected by the committee to serve for a one-year term and is eligible for reelection.

The Superintendent, acting on behalf of the Board, shall designate an individual to serve as the liaison to the committee. The staff liaison's responsibilities are to secure and to arrange a meeting place, to develop the agenda in consultation with the committee chair, and to report the proceedings of the committee to the Superintendent and the Board.

The date, time, and place for each meeting shall be determined by the committee chair and staff liaison. Notice of the committee meeting, including date, time, place, and agenda, shall be posted in a public place in the administration building and schools.

Meetings shall be open to all District professional staff, the Board, and the public. Only committee members and the staff liaison will be allowed to participate in discussions or deliberations. Voting on items coming before the committee shall be limited to the committee members. The committee chair or staff liaison may invite resource persons to address or answer questions for the committee as appropriate.

COMMUNITY INPUT

In order to ensure open communication and to obtain broad-based input from parents, staff, and the community, the Superintendent or designee shall:

1. Publicize meeting dates and agenda through District publications and in the media;

2. Produce articles for District publications regarding the work of the committee; and

3. Provide periodic reports to principals on the work of the committee for posting on campus bulletin boards.

BOARD AUTHORITY

The establishment of the District Advisory Committee shall not affect the authority of the Board or its designee to appoint other teachers or groups of teachers or establish other groups or task forces of individuals to assist in District planning or other matters related to instruction and student performance.

Nothing in this procedure shall be construed to limit or affect the power of the Board to govern the public schools or create a new cause of action or required collective bargaining.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE 2026-2027 TARGETED IMPROVEMENT PLANS AND TURNAROUND PLANS

EXECUTIVE SUMMARY:

Targeted Improvement Plans (TIPs) and Turnaround Plans (TAPs) are required by the Texas Education Agency (TEA) for campuses identified for School Improvement under Federal and/or State accountability systems.

Federal Accountability requires TIPs to be developed for campuses identified as Comprehensive Support and Improvement (CSI) under ESSA and TEC §39A.055. TAPs are required for campuses that have failed to exit CSI status for two or more consecutive years, per TEC §39A.057. Under State Accountability rules, TIPs must be developed for campuses in their first year of Unacceptable status and TAPs must be written for any campus that has reached a second year of Unacceptable status.

TEA also requires that the campuses receiving LASO Grant or ESF Focus Support Grant funds complete and implement a TIP plan if not already required to by either accountability system. Both TIPs and TAPs must be presented in a public meeting and approved by the Board prior to submission to TEA.

The following campuses are submitting TIPs or TAPs for the 2026-2027 school year. Links to each plan are available on the District's website.

TIP:

Western Hills HS
Carter Park ES
Diamond Hill HS
Maudrie M. Walton ES
Sunrise-McMillan ES
W.J. Turner ES
West Handley ES
Woodway ES
Eastern Hills HS
Oscar Dean Wyatt HS
Paul Laurence Dunbar HS
South Hills HS

TAP:

East Handley ES

RECOMMENDATION:

Approve 2026-2027 Targeted Improvement Plans and Turnaround Plans

THEORY OF ACTION PILLAR:

1 - Excellent Academic Performance for All Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Campuses identified by the Texas Education Agency for School Improvement under Federal and State accountability rules.

INFORMATION SOURCE:

Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE 2026-2027 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:

1. Assess the academic achievement for each student in the school.
2. Set performance objectives based on the student achievement indicator system and projections.
3. Identify how goals will be met for each student.
4. Determine the resources needed to implement the plan.
5. Identify staff needed to implement the plan.
6. Set timelines for reaching these goals.
7. Measure progress towards the performance objectives periodically
8. Include violence prevention and intervention goals/methods.
9. Provide a parental involvement program
10. For elementary, middle, or junior high schools, set health program goals based on fitness data, academic performance, attendance, disadvantaged student percentage, physical activity participation, and other health council recommendations

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 **[Link forthcoming]**

RECOMMENDATION:

Approve 2026-2027 Campus Improvement Plans (CIP)

THEORY OF ACTION PILLAR:

1 - Excellent Academic Performance for All Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: **APPROVE THE 2026-2027 DISTRICT IMPROVEMENT PLAN**

EXECUTIVE SUMMARY:

Texas Education Code (TEC) §11.252(a) requires each school district to develop, evaluate, and revise its District Improvement Plan (DIP) annually in accordance with district policy. Developed by the superintendent with assistance from the district-level committee, the DIP guides district and campus staff in improving performance for all student groups and meeting state standards for the achievement indicators established under TEC §39.053(c).
The DIP must include provisions for:

1. A comprehensive needs assessment examining student performance on achievement indicators and other appropriate measures, disaggregated by all student groups served by the District.
2. Measurable district performance objectives for all appropriate achievement indicators and student populations, along with other performance measures identified through the comprehensive needs assessment.
3. Strategies to improve student performance.
4. Strategies to provide students at the elementary, middle, junior high, and high school levels, their teachers and school counselors, and their parents with information about higher education admissions, financial aid opportunities—including state financial aid—and sources of additional information, as well as the importance of informed curriculum choices for success beyond high school.
5. Resources necessary to implement the identified strategies.
6. Staff responsible for accomplishing each strategy.
7. Timelines for ongoing monitoring of each improvement strategy's implementation.
8. Formative evaluation criteria to periodically determine whether strategies are producing the intended improvements in student performance.
9. The policy addressing sexual abuse and other maltreatment of children required under TEC §38.0041. [See FFG]
10. The trauma-informed care policy required under TEC §38.036. [See FFBA]

TEC §11.251(a) requires the Board to ensure that the District Improvement Plan is developed, reviewed, and revised annually to improve the performance of all students.

District Improvement Plan: [Insert link]

RECOMMENDATION:

Approve the 2026-2027 District Improvement Plan

THEORY OF ACTION PILLAR:

1 - Excellent Academic Performance for All Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

All Schools and Departments

INFORMATION SOURCE:

Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE THE AWARD OF REQUEST FOR PROPOSAL (RFP) NO. 26-082 FOR EXCLUSIVE ATHLETIC BRANDING FOR INTERSCHOLASTIC PROGRAMS

EXECUTIVE SUMMARY:

On June 4, 2026, FWISD received sixteen (16) proposals in response to RFP No. 26-082 for Exclusive Athletic Branding for the District's Interscholastic Program.

The scope and benefits of the program will designate the selected vendor (BSN Sports) as the exclusive provider of custom uniforms and team apparel for middle and high school athletic programs. Benefits and rewards include but not limited to (1) discounts off retail price for athletic uniforms, for branded and custom athletic apparel, uniforms, and footwear; (2) Annual donated products to various districts and schools; (3) rebates on annual purchases through the BSN Sports/ Nike Reward Program; and (4) and significant dollars of free goods annually. The result of the awards program will establish consistent districtwide branding by requiring uniforms and game-day apparel for designated high school sports to carry the district-selected manufacturer's mark. Please refer to attachment A – BSN Sports Reward Program for additional details of benefits and rewards.

After review and evaluation of all proposals received, BSN Sports ranked as the top vendor providing the best value, benefits, and rewards to the district. Therefore, the Athletics Department recommends awarding this RFP No. 26-082 to BSN Sports. The term will be for five (5) years through November 2031, with the option to extend for an additional four (4) years through November 2035.

RECOMMENDATION:

Approve the award of request for proposal (RFP) no. 26-082 for exclusive athletic branding for interscholastic programs

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

This is a Rewards Program through which FWISD will receive Discounts and Rebates on Athletic Program Purchases.

PROVIDER(S)/VENDOR(S):

BSN Sports

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

High School and Middle Schools Athletic Programs

INFORMATION SOURCE:

Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

FUNDING SOURCE:

General Fund (196-199)

PURCHASING MECHANISM:

Request for Proposal (RFP) No.26-082





BSN SPORTS PROGRAM

FOR

FORT WORTH ISD

BSN SPORTS ("BSN") is pleased to offer **FORT WORTH ISD** the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment for use by the school and its interscholastic programs.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- Nike Team Apparel / Stock Uniforms	40% off Retail Price
- Nike Custom and Digital Uniforms	35% off Retail Price
- Nike Team Accessories	20% off Retail Price
- Nike Team Footwear	35% off Retail Price
-BSN Products	18% off Catalog Price
-BSN Catalog Branded Products	10% off Catalog Price

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN from a manufacturer such as Wilson, Spalding, Rawlings, etc.

Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at team discount pricing.

Decoration charges are not included in the above discounts.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products will be priced at 20-25% off Catalog/Retail Price. My Team Shop sales will be included in the Spending Level Totals

Shipping: The Athletic Program will pay 6% on UPS/FedEx delivery items (excluding overnight or other expedited services) and 10% freight charges on all Freight Truck orders.

Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to

reduce outstanding balances. Product Rebates are available after the requirements below are met.

Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing)

- REBATE NUMBERS WILL BE RUN MAY 1ST OF EACH YEAR
- MUST BE SPENT BEFORE JUNE 30TH EACH YEAR

Total Annual Incentive Program: (annual spending level)

- **FWISD WILL RECEIVE A 10% REBATE ON QUALIFYING PURCHASES THROUGH BSN SPORTS. IF FWISD SPENDS OVER 1.25 MILLION FWISD WILL RECEIVE A 12% REBATE.**

- **BSN Sports will provide $205,000 in upfront promo money for FWISD High Schools. Upfront promo money will start July 1 of each year.**
    - **$10,000 per high school**
    - **$2,500 per middle school**

- **BSN Sports/Nike will provide a BOGO for each of the sports below. (ALL HIGH SCHOOLS)**
    - **Baseball, Softball, Track, Cross Country, Soccer, Flag Football**

- **BSN SPORTS WILL SPONSOR food for HOSPITALITY SUITES/Coordinator Meetings: Not to exceed $10,000 in 1 calendar year (Jan1 -Dec31st).**

- **BSN Sports will provide the Athletic Office with a $5,000 promotional allotment for upper administration and office staff.**

- **Varsity Brands Impact will provide Fort Worth ISD with the following:**
    - **$10,000 per high School/ $5,000 per middle school with brand enhancers**
    - **1 Speaker for their leadership summit run by athletics ($7,500 value)**
    - **6-hour Professional Development Course for 50 teachers on each HS/MS campus ($125 value per person). Total Value: $212,500.**

- **NIKE BRAND EXCLUSIVE PROMOTIONAL DOCUMENT ATTACHED**

Any decoration or customization to rebate product is paid for by the Athletic Program.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

Attachment A



Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN will be eligible for the Product Rebate.

The School and Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate. *ALL INCENTIVES ARE CONFIDENTIAL TO FORT WORTH ISD.*

Term: The initial term of this BSN Rewards Program shall be for FIVE (5)years (the "Initial Term") commencing on the date this BSN Rewards Program is signed by an authorized officer of both parties and ending on the anniversary of such date. At the expiration of the Initial Term, this BSN Rewards Program will OPTIONALLY renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term"), up to 4 (four) additional years unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year.



FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE RENEWAL OF CONTRACT FOR THE TARRANT COUNTY PARTNERSHIP WITH THE FORT WORTH INDEPENDENT SCHOOL DISTRICT OFFICE OF ADULT EDUCATION FOR 2026-2027

EXECUTIVE SUMMARY:

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE) and the Tarrant County Adult Education and Literacy Consortium (TCAELC) were 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. The estimated cost of the FWISD Adult Education program for 2026-2027 is $1,998,597.07, which will be reimbursed as a subcontractor through this agreement.

RECOMMENDATION:

Approve Renewal of Contract for the Tarrant County Partnership with the Fort Worth Independent School District Office of Adult Education for 2026-2027

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Total Estimated Cost = $1,988,597.07 - The total estimated cost is 100% Grant-Funded. Approval of this item will result in no net fiscal impact on the 2026-2027 budget.

PROVIDER(S)/VENDOR(S):

Workforce Solutions of Tarrant County

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

Adult Education Locations Throughout Tarrant County

INFORMATION SOURCE:

Dr. Daniel Soliz, Deputy Superintendent Chief of Schools

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD
CONTRACT COVER SHEET

CONTRACT NUMBER: 26-SPC-AEL-004 **CONTRACT TYPE:** Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: **From** July 1, 2026 **To** June 30, 2027

FUNDED PROJECT/PROGRAM: **Adult Education and Literacy Services**

TOTAL FUNDING OBLIGATION NOT TO EXCEED: $1,998,597.07

Funds Payable to Contractor:	
AEL Combined Program Funds	$1,599,967.47
El Civics Funds	-0-
Funds Payable by Board on Behalf of Contractor:	$398,629.60
AEL Combined Student Training Costs	
Total Contract Amount	**$1,998,597.07**

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	
Address:	1320 S. University Drive, Suite 600
City:	Fort Worth, Texas 76107
Contact:	Mr. Efren Cigarroa
Phone:	817-804-4225
Fax:	817-222-6323
E-Mail:	Efren.cigarroa2@workforcesolutions.net

Contractor:	Fort Worth Independent School District
Business Address:	7060 Camp Bowie Blvd Fort Worth, TX 76116
Mailing Address:	7060 Camp Bowie Blvd. Fort Worth, TX 76116
Contact:	Ms. Nydia Lewis
Phone:	817-815-7759
Fax:	
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 – Information Security & Data Handling

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

Robert Sturns
Executive Director

Date: 9/11/26

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Dr. Peter Licata
Superintendent Fort Worth ISD

Date:

BLF 10/8/2026

PART A

GENERAL CONTRACT TERMS

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 26-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, 2026 and shall terminate June 30, 2027 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 $1,998,597.07.

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.

7.6 Requirements for Cybersecurity and Data Handling

The Contractor will comply with the terms, policies, and guidelines in this Section and Appendix A: WSTC Information Security Policy, Acceptable Use of Information Resources Policy, and Data Handling and Incident Reporting Guide (collectively, "Requirements for Cybersecurity and Data Handling"), all of which are attached hereto and incorporated herein for all purposes.

7.6.1 The Contractor will develop and implement policies and procedures in accordance with the Board's Requirements for Cybersecurity and Data Handling set forth in this Section and

Appendix A.

7.6.2 The Contractor shall implement and maintain an information security program for the security of all Board and/or Agency Information Resources, including information, systems, applications, and equipment, entrusted to the Contractor, with particular attention to the safeguarding of Sensitive Personal Information (SPI), in accordance with the Board's Requirements for Cybersecurity and Data Handling.

7.6.3 The Contractor agrees that the Board shall have the right to assess the overall maturity of the Contractor's information security program and compliance with the Board's Requirements for Cybersecurity and Data Handling, at least annually and any time for due cause. These assessments may include onsite visits, documentation requests, or use of security questionnaires.

7.6.4 The Contractor shall ensure that security/privacy incidents involving Board and/or Agency Information Resources, including SPI, are reported to the Board within 24 hours of discovery, in accordance with the provisions of the Board's Data Handling and Incident Reporting Guide, which is incorporated in Appendix A, Requirements for Cybersecurity and Data Handling.

7.6.5 If a security/privacy incident is identified and confirmed, any damages resulting from or related to the security/privacy incident will be covered by the Contractor, including, but not limited to, one year of credit monitoring for individuals affected by a breach of SPI.

7.6.6 If the Board determines that the Contractor has failed to comply with the Board's Requirements for Cybersecurity and Data Handling, the Board may impose sanctions and penalties pursuant to Section 26 of this Contract or impose security management measures up to and including termination and revocation of the Contractor's access to Board and/or Agency Information Resources.

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 AND ACCESSIBILITY 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.

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 sub-contractor 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: Robert Sturns
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

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

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

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

20.6.1 Further investigation;
20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
20.6.3 Other corrective action, as may be appropriate.

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

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

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

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

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

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

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

21.2 Disclosures.

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

21.2.1 Matters Subject to Disclosure:

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

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

a. Information describing the conflict of interest; and
b. Information describing the appearance of a conflict of interest, and actions the

Contractor and its employees will take in order to prevent any conflict of interest from occurring.

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

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

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

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

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

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

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

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

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

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:

23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
23.1.3 Title IX of the Education Amendments of 1972, as amended;
23.1.4 The Age Discrimination Act of 1975, as amended;
23.1.5 The Americans with Disabilities Act, as amended;
23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic

composition of the local workforce development area, subject to the provisions of this Contract.

23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.

23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.

23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

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

SECTION 25 - TERMINATION OF CONTRACT

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

25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.

25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.

25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.

25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.

25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.

25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.

25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:

- temporary withholding of payments,
- disallowance of costs,
- whole or partial suspension,
- withholding of further awards or
- other remedies that may be legally available.

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

26.3 Performance Sanctions

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

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

26.4 Financial Related

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

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

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

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

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

26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.

26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

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

27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.

27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contact 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 – DEFINTITION OF TERMS

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

SECTION 34 – PROGRAM INCOME

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

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

SECTION 35 – DUPLICATE FUNDING/PELL GRANT REDUCTIONS

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

reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

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

SECTION 37 - COMPLAINTS

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

SECTION 38 - BONDING AND INSURANCE

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

38.1 Contractor Bonding Requirements

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

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

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

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

38.2.2 Fire and Extended Coverage Insurance

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

38.2.3 Public Liability and Property Damage Insurance

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

38.2.4 Workers' Compensation Insurance

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

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

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

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

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

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

39.2 Environmental Compliance

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

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to

either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

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

39.4 Rights to Appeal

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

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

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

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

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

39.5 Law of the Contract

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

39.6 Severability

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

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

39.7 Order of Precedence

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

order of precedence shall apply:

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

39.8 Notification

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

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

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

Section 40 - Other Conditions of The Award

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

40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of $2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.

40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than $2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of $2,000 for construction contracts, and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

40.6 Equal Employment Opportunity—All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.

40.8 Debarment and Suspension (E.O.'s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I–financially assisted program or activity;

40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The 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: 9/11/26

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Dr. Peter Licata
Superintendent Fort Worth ISD

Date:

BLF 10/8/2026

PART B

LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 26 Sub-Contract Budget

Sub-Contractor Name: FWISD

(A) COST CATEGORY/LINE ITEM	(B) Admin	(C) Program	(D) (B + C) Total Budget
Part I: Costs reimbursable to contract			
I. PERSONNEL - 6100			
Salaries	548,028.93	651,823.85	1,199,852.78
Fringe Benefits @ 17% of Salaries	93,164.91	112,391.87	205,556.78
Pooled Staff Wages			
Pooled Staff Fringe			
Other (Specify)			
Personnel Subtotal	**641,193.84**	**764,215.72**	**1,405,409.56**
II.Professional and Contracted Services - 6200			
Professional Services			
Contracted Services(Printing/Doc Destruction	**1,500.00**		1,500.00
FWISD Maintenance	**500.00**		500.00
Consultant Fees			
Mobile Phone/Wireless Services T-Mobile	**68,000.00**		68,000.00
Rent/Lease(PODS/DataMax)	**12,500.00**		12,500.00
Professional and Contracted Services Subtotal	***82,500.00***	-	***82,500.00***
III. Supplies and Materials - 6300			
Office Supplies/ Materials/Technology	1,000.00	9,000.00	10,000.00
Fuel for Van	1,200.00		1,200.00
Textbooks/Reading Materials		1,500.00	1,500.00
Computer Hardware			
Testing Materials		15,000.00	15,000.00
Software Purchases		9,000.00	9,000.00
Software Usage Fees			
Operations Subtotal	**2,200.00**	**34,500.00**	**36,700.00**
IV. Other Operating Expenses - 6400			
Dues	100.00	300.00	400.00
Mobile Phone/Wireless Services ***under6200***			
Staff Mileage Reimbursement	4,500.00		4,500.00
Staff Travel	10,000.00	500.00	10,500.00
Indirect Costs @ 3 % of the grant total	59,957.91		59,957.91
Other Operating Expenses Subtotal	**74,557.91**	**800.00**	**75,357.91**
Part II: Cost Payable by Board on Behalf of Contractor			
Student Training Cost **(payable by Board on behalf of Contractor)**		**398,629.60**	398,629.60
Training Equipment and support services cost **(Payable by Board)**			
GRAND TOTAL	**800,451.75**	**799,515.72**	**1,998,597.07**

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

	Admin			Program		
	AEL Combined	ELCivics	Total	AEL Combined	ELCivics	Total
Part I: Cost Reimbursable to Contract						
I. PERSONNEL - 6100						
Personnel Subtotal	**556,193.84**	**85,000.00**	**641,193.84**	**614,390.71**	**149,825.00**	**764,215.71**
II.Professional and Contracted Services - 6200						
1 *6249 Maintenance*	500.00		500.00			
2 *6259 T-Mobile*	58,000.00	10,000.00	68,000.00			
3 *6269 Data max/ Lease of PODS*	12,500.00		12,500.00			
4 *6299 Contract Service - Printing/Doc Destruction*	700.00	800.00	1,500.00			
5						
Professional and Contracted Subtotal	**71,700.00**	**10,800.00**	**82,500.00**	-		-
III. Supplies and Materials - 6300						
1 *6311 Fuel*	1,200.00		1,200.00			
2 *6321/6329 Textbooks & Reading Materials*				500.00	1,000.00	1,500.00
3 *6339 Testing seat activation CASAS*				11,000.00	5,000.00	16,000.00
4 *6399 Technology, Furniture,Supplies*	2,426.26		2,426.26	5,999.86	10,000.00	15,999.86
5 *6329 Software licenses*				9,000.00		9,000.00
Operations Subtotal	**3,626.26**		**3,626.26**	**26,499.86**	**16,000.00**	**42,499.86**
IV. Other Operating Expenses - 6400						
1 *6411 Staff Mileage Reimbursement*	30,000.00	2,500.00	32,500.00			
2 *6411 Travel*	10,000.00		10,000.00	5,500.00		5,500.00
3 *6495 Dues*	100.00		100.00	300.00		300.00
4 *Indirect Costs @ 4 % of the grant totalline item name*	79,943.88		79,943.88			
5 *enter line item name*						
Other Operating Expenses Subtotal	**120,043.88**	**2,500.00**	**122,543.88**	**5,800.00**		**5,800.00**
Part II: Cost Payable by Board on Behalf of Contractor						
1 *Student Training*						
Training Equipment and Support Services				398,629.60		398,629.60
Training Subtotal						**398,629.60**
COMBINED TOTAL	**751,563.98**	**78,300.00**	**756,699.07**	**1,045,320.17**	**165,825.00**	**1,211,145.17**

WORKFORCE SOLUTIONS
FOR TARRANT COUNTY

Salary Detail

Contractor Name: _____ FWISD

(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	VACANT	28.10	40	48	53,952.00
3	Coordinator, Quality Assurance	Whisonant, A.	36.26	40	48	69,344.46
4	Coordinator, Instructional	Phenix,T.	34.23	40	48	65,450.05
5	Coordinator, Career Pathway Navigator	Henton, P.	36.26	40	48	69,344.46
6	Specialist Workforce Integration	Castro, K.	28.97	40	48	55,395.87
7	Technician, TEAMS	Maldonado, J.	23.97	40	48	45,841.06
8	Technician, TEAMS	Montez, L.	21.71	40	48	41,509.12
9	Technician, TEAMS	Diaz Navarro, C.	21.03	40	48	40,205.95
10						-
11						-
12						-
Program M & O Subtotal						548,028.93
Education Services						
1	Teachers	35 Teachers @ average 9hr/wk	35.00	9	39	429,975.00
2	Staff Development	75 Teachers PD	10.00			13,993.54
3	Teachers	40 Teachers @average 8hr wk	25.00	9	39	351,000.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
ducation Services Subtotal						794,968.54
otal						1,342,997.47

Tarrant County Workforce Development Board
Facility Cost Worksheet

A. General Information

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

Address: _____

_____

Description: _____

_____

_____

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

Owned *a* Leased *a*

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

Yes *a* No *a*

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

B. Leased Facilities Information

1. What is the total square footage of this facility?
   How much of that will be used for this Board Program?

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

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

$_____ per month

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

$_____ per month

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

AEL Subcontract - Budget Narrative

Sub-Contractor Name: **FWISD**

Category	Line Item	Description	Amount
Program Management and Operations			
	Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6249	Maintenance/Repair FWISD	500.00
	6259	Utilies-T-Mobile(hotspots/cellphones/Ipads)	68,000.00
	6269	Lease for PODs/Copy Machine	12,500.00
	6299	Contracted services - Printing/document destruction services	1,500.00
	6311	Fuel for program van to transport materials	1,200.00
	6399	Supplies/materials/furniture	2,426.26
	6411	Travel & Staff Mileage	42,500.00
	6400	Indirect Costs @ 4 % of the grant total	79,943.88
	6495	Dues	100.00
		Total	208,670.14

AEL Subcontract - Budget Narrative

Sub-Contractor Name: **FWISD**

Category	Line Item Name	Description	Amount
Education Services			
	Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6321	Instructional materials - textbooks & reading materials	1,500.00
	6329	Software license/ Essential Ed. Seats	9,000.00
	6339	Testing seat activation CASAS	16,000.00
	6399	Technology/Supplies/Furniture	15,999.86
	6411	Staff Development Travel	5,500.00
	6495	Dues	300.00
		Total	48,299.86

PART C

STATEMENT OF WORK

FORT WORTH ISD ADULT EDUCATION

2026-2027 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% students numbers are met by the proposed date of December 1, 2026.

The Fort Worth ISD Office of Adult Education (FWISD-OAE) proposes to offer the following services during the 2026-2027 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.
El Civic: Educating adults about various aspects of civics and government, with the goal of promoting civic engagement, participation, and understanding.

FWISD AEL will continue providing Traditional ABE/ASE, ESL, IET, Intensive, EL Civics, Workplace Literacy, and Digital Literacy services through in-person, hybrid, and remote delivery models. During the 2026–2027 program year, FWISD will expand workforce partnerships, strengthen employer-based programming, and increase enrollment efforts for Intensive and IET participants through targeted recruitment and career pathway counseling.

To achieve the required benchmark of 65% of contracted targets by December 1, 2026, FWISD will implement monthly performance reviews, targeted enrollment campaigns, regular attendance monitoring, and continuous collaboration among instructional, data, and career navigation staff. The Director, Performance Quality Assurance Coordinator, Data Team, and Career Navigators will monitor progress through TEAMS reports and internal dashboards to ensure timely intervention and student retention.

FWISD will continue operating year-round with open enrollment opportunities, distance learning options, and established standard operating procedures to ensure accurate, systematic, and timely data collection and entry into TEAMS.

Total Number of Students Served 1,646

- **Traditional 1152**
- **IET 170**
- **Intensive 99**
- **EL Civics 225**

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, Quality Assurance and Professional Development Lead, Instructional Design Lead, and Mentoring Team will provide ongoing professional learning opportunities that promote innovative instructional practices, including blended learning, remote instruction, project-based learning, contextualized instruction, workforce integration, and cooperative learning strategies.

Technology integration will remain a key instructional component as instructors utilize digital learning platforms, online resources, virtual

collaboration tools, and workforce readiness applications to support student success.
The Academy Model will continue to serve as a framework for integrating academic instruction with career pathway exploration and workforce preparation. Students completing foundational ABE/ASE or ESL coursework will receive individualized transition planning and career counseling from Career Navigators to support enrollment into IET programs, postsecondary education, apprenticeships, or employment opportunities.
FWISD instructional staff will receive a minimum of fifteen hours of annual professional development focused on:
Principles of Adult Learning
Career Pathways Integration
Remote and Hybrid Learning Strategies
Digital Literacy
Literacy Development
Content Standards Implementation
Student Engagement and Retention
Instructional delivery will address Math, Reading, Writing, Language Acquisition, Workforce Preparation, and Career Exploration through standards-based lesson design and individualized instructional planning using assessment data.

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

FWISD will continue operating on a year-round instructional calendar utilizing fall, spring, and summer sessions. Distance learning opportunities, virtual instruction, and flexible enrollment options will ensure continuous service delivery throughout the contract period.

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, will maintain biweekly in-person registration opportunities. 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 unable to immediately enroll will be placed on waiting lists and connected with approved online learning resources,

including GED.com, USA Learns, Texas Reality Check, and workforce readiness resources.
When space becomes available, the 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 to the nearest site with available seats or to the remote registration specialist.
The Performance Coordinator will monitor registration schedules and enrollment trends to ensure compliance with the bi-weekly registration model.

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, Performance Coordinator, Professional Development Lead, and Instructional Design Lead will develop an annual Professional Development Plan that addresses instructional quality, compliance requirements, technology integration, and workforce-focused instruction while ensuring all staff meet state and local training requirements.
Professional development needs will be identified through:
Staff surveys
Classroom observations
Monitoring reports
TEAMS performance data
Student outcomes
State and federal guidance

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

MSG attainment will be supported through quality instruction, progress monitoring, and data review processes.
Educational Functioning Level gains will be measured using approved NRS assessments administered according to assessment guidelines.
Pre- and post-test data will be entered into TEAMS within required timelines.
The Director, Performance Coordinator, Data Team, Teacher Facilitators, Career Navigators, and instructional staff will monitor:
MSG attainment
Postsecondary enrollment

Industry-recognized credentials
High School Equivalency completion
IET success measures
Bi-weekly performance reviews will ensure timely interventions for students requiring additional support.

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 designated personnel assigned to all required grant positions. Vacancies will be prioritized through district hiring procedures to ensure uninterrupted program operations.

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.

FWISD will participate in Career Center meetings, workforce development initiatives, referral partnerships, employer engagement opportunities, and community outreach activities.
Collaboration will include:
Shared recruitment efforts
Referral processes
Transition planning
Follow-up services
Workforce placement support
Postsecondary connections
The Career Navigators and Follow-Up Specialists will coordinate these efforts.

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?
FWISD will integrate workforce preparation, career exploration, financial literacy, digital literacy, and employability skills into instruction.
Career Navigators will provide individualized support for career planning, occupational training enrollment, credential attainment, employment placement, and postsecondary transitions.

Students participating in IET programs will have opportunities to earn industry-recognized credentials aligned with regional workforce demands.

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

FWISD Adult Education supports Workforce Solutions for Tarrant County by developing a skilled workforce through education, workforce preparation, occupational training, and career advancement opportunities.
Through strategic partnerships with employers, higher education institutions, community organizations, and workforce agencies, FWISD creates pathways that lead to employment, postsecondary success, economic self-sufficiency, and lifelong learning.

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 comprehensive outreach and recruitment strategy utilizing:
Workforce Solutions referrals
Social media campaigns
FWISD Communications
FWISD Family and Community Engagement resources
Community events
Faith-based organizations
Employer partnerships
Digital marketing
Community-based organizations
Outreach efforts will support year-round enrollment and continuous program participation.

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

During annual and yearly program staff training, all employees will review contract goals, state performance targets, and program expectations. Staff will receive training on:
MSG attainment
Postsecondary outcomes
Credential attainment
Student retention
Data quality
Compliance requirements
Performance measures will be monitored through TEAMS reports, local dashboards, and monthly performance meetings to ensure achievement of all contracted outcomes for the 2026–2027 program year.

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.

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.

2025–2026 Performance
During the 2025–2026 program year, the Fort Worth ISD Adult Education program continued to expand educational opportunities through Traditional ABE/ASE, ESL, Integrated Education and Training (IET), Intensive Services, Workplace Literacy, Digital Literacy, and Career Pathway initiatives. The program strengthened community partnerships, increased student access through in-person, hybrid, and remote instructional models, and continued implementing strategies to improve measurable skill gains, credential attainment, and transitions to employment and postsecondary education.

FWISD successfully met or exceeded its contracted targets for Intensive Services and EL Civics, demonstrating the program's commitment to serving students with the greatest educational and workforce transition needs. The program also maintained strong performance in traditional adult education and English language acquisition services through targeted recruitment, student support services, career navigation, and ongoing instructional monitoring. Throughout the program year, FWISD focused on continuous improvement efforts, including expanding workforce and community partnerships, enhancing data quality processes, strengthening student retention strategies, and increasing opportunities for career pathway participation. Program performance data, classroom observations, and internal monitoring were used to drive decision-making and support achievement of state and local performance objectives.

As FWISD enters the 2026–2027 program year, the program remains committed to increasing enrollment and participation in Integrated Education and Training programs, strengthening workforce-aligned services, and ensuring students have access to educational pathways that lead to employment, credential attainment, and postsecondary success while meeting or exceeding 2026-2027 program targets.

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 8 years in her current role and over 18 years of supervisory experience, 16 years in AEL, she brings a deep understanding of effective leadership. Prior to her directorship, she spent several years as a full-time AEL Program Coordinator, 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 16 years in the education sector. With 5 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 4 years of experience in AEL, classroom and curriculum development to her work. She holds a B.A. 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 10 years to FWISD's Adult Education program, leveraging her expertise to oversee the TEAMS entry staff. Her 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 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.

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PART D

SPECIAL FEDERAL AWARD TERMS & CONDITIONS

SPECIAL FEDERAL AWARD TERMS AND CONDITIONS
ADULT EDUCATION AND FAMILY LITERACY ACT
Program Year 2026

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 2C.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

REQUIRED CONTRACT ATTACHMENTS

E-1 Contractor Certification and Assurances
E-2 Certification regarding Cybersecurity and Data Handling

ATTACHMENT E-1
CONTRACTOR CERTIFICATIONS AND ASSURANCES

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.

Felony Criminal Convictions

The Contractor represents and warrants that the Contractor has not and their employees performing services under this Contract have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the Board as to the facts and circumstances surrounding the conviction.

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

Attachment E-2

Certification Regarding Compliance with Contract Requirements for Cybersecurity and Data Handling

The Contractor certifies that it has reviewed Section 7.6 of Contract Part A regarding Requirements for Cybersecurity and Data Handling, along with Appendix A to this contract which addresses the Board Information Security Policy, Acceptable Use of Information Resources Policy, and Data Handling and Incident Reporting Guide (collectively, "Requirements for Cybersecurity and Data Handling"). Contractor certifies that it will comply with the terms and conditions set forth in these sections, including any revisions that may be made to future terms, policies, and guidelines.

Name of Contracting Organization: Fort Worth Independent School District

Name and Title of Authorized Signatory: Dr. Peter Licata, Superintendent FWISD

Signature: _____ Date: _____

BLF 10/8/2026

APPENDIX A

A1 – Information Security Policy
A2 – Acceptable Use of Information Resources
A3 – Data Handling & Incident Reporting

Docusign Envelope ID: 73CDA47D-5CB3-4FF9-93C4-54F2490568F3

Workforce Solutions for Tarrant County

INFORMATION SECURITY POLICY

Policy Area	IT Policy Library
Approved By	Robert Sturns
Effective Date	*5/15/2025*
Current Version	1.0

Signed by: Robert Sturns FD80AF26B320402...

I. OVERVIEW

The establishment of an Information Security Policy is necessary to define a framework that will ensure appropriate measures are in place to protect the confidentiality, integrity, and availability of data; and ensure staff and all other affiliates understand their role and responsibilities, have adequate knowledge of security policy, procedures and practices, and know how to protect information.

Failure to secure and protect the confidentiality, integrity, and availability of information resources in today's highly networked environment can damage or shut down systems that operate critical infrastructure, financial and business transactions, and vital business functions; compromise data; and result in legal and regulatory non-compliance.

II. PURPOSE

The purpose of this policy is to define WSTC's mandatory minimum information security requirements. WSTC may, based on individual business needs and specific legal and federal requirements, exceed the security requirements put forth in this document, but must, at a minimum, achieve the security levels required by this policy.

This policy acts as an umbrella document to all other security policies which make up the WSTC's Information Security Program (ISP). This policy defines the responsibility to:

- Protect and maintain the confidentiality, integrity, and availability of information and related infrastructure assets;
- Manage the risk of security exposure or compromise;
- Assure a secure and stable information technology (IT) environment;
- Identify and respond to events involving information asset misuse, loss or unauthorized disclosure;
- Monitor systems for anomalies that might indicate compromise; and
- Promote and increase the awareness of information security.

III. SCOPE

The scope of this policy is applicable to all Information Resources owned, leased, operated, or maintained by or on behalf of WSTC. All WSTC Users, including employees, contractors, partners, and third-party service providers, are responsible for adhering to this policy. See Section B for more information on Roles and Responsibilities.

APPENDIX A

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IV. Policy

A. Organizational Security

Information security requires both an information risk management function and an information technology security function. An individual or group can serve in both roles or a separate individual or group can be designated for each role.

1. WSTC has designated the Executive Management Team (EMT) to be responsible for the risk management function assuring that:
    a. Risk-related considerations for information and information technology resources (Information Resources), including authorization decisions, are viewed as an enterprise with regard to the overall strategic goals and objectives of carrying out its core missions and business functions; and
    b. The management of Information Resources and information system-related security risks is consistent, reflects the risk tolerance, and is considered along with other types of risks, to ensure mission/business success.
2. WSTC has designated the IT Security Team to be responsible for the information technology security function. For purposes of clarity and readability, this policy will refer to the IT Security Team as the Information Security Officer (ISO). This function will be responsible for evaluating and advising on information security risks.

Information security risk decisions must be made through consultation with both functional areas described above via the Cybersecurity Governance Committee (CGC) as defined in the Security Oversight and Governance Policy and CGC Charter.

Associated Policies: Security Oversight and Governance Policy; Control Oversight and Safeguard Assurance Policy; Security Compliance and Regulatory Requirements Management Policy

B. Roles & Responsibilities

The IT Security Team (ISO) shall consist of WSTC's IT/Facilities Director**,** Information Security Associate Director, and Infrastructure Manager. The ISO is responsible for:

1. The design, development, maintenance, dissemination, and enforcement of the items contained in this policy and the other security policies that make up WSTC's Information Security Program;
2. Ensuring that the Information Security Program aligns with the Texas Cybersecurity Framework and conforms with the Texas Workforce Commission's Board Guidelines for Security; and
3. Reporting on the performance of the Information Security Program to the Executive Management Team.

The objectives and measures outlined by the Information Security Program policies shall be maintained and enforced by the roles and responsibilities specified in each policy and related documents (e.g. procedures, standards, guidelines, and job descriptions).

All inquiries regarding WSTC's Information Security Program should be directed to the IT Security Team at cso@workforcesolutions.net or 817-413-4499 (Select Option 2).

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Associated Policies: Security Oversight and Governance Policy; Control Oversight and Safeguard Assurance Policy; Security Compliance and Regulatory Requirements Management Policy; Enterprise Security Policy Standards and Guidelines Policy

C. SEPARATION OF DUTIES

1. To reduce the risk of accidental or deliberate system misuse, separation of duties and areas of responsibility must be implemented where appropriate.
2. Whenever separation of duties is not technically feasible, other compensatory controls must be implemented, such as monitoring of activities, audit trails, and management supervision.
3. The audit and approval of security controls must always remain independent and segregated from the implementation of security controls.

D. INFORMATION RISK MANAGEMENT

1. Any system or process that supports business functions must be appropriately managed for information risk and undergo information risk assessments, at a minimum annually, as part of a secure system development life cycle.
2. Information security risk assessments are required for new projects, implementations of new technologies, significant changes to the operating environment, or in response to the discovery of a significant vulnerability.
3. WSTC is responsible for selecting the risk assessment approach they will use based on their needs and any applicable laws, regulations, and policies.
4. Risk assessment results, and the decisions made based on these results, must be documented.

E. INFORMATION CLASSIFICATION AND HANDLING

1. All information (data) which is created, acquired, or used in support of business activities must only be used for its intended business purpose. Any such information is considered to be an “information asset.”
2. All information assets must have an information owner established within the lines of business.
3. Information must be properly managed from its creation, through authorized use, to proper disposal.
4. All information must be classified on an ongoing basis based on its confidentiality, integrity, and availability characteristics.
5. An information asset must be classified based on the highest data sensitivity level necessitated by the nature of the individual data elements contained within the information asset.
6. If WSTC is unable to determine the confidentiality classification of information, or the information is sensitive personal information (SPI), the information must have a high confidentiality classification and, therefore, is subject to high confidentiality controls.
7. Merging of information which creates a new information asset or situations that create the potential for merging (e.g., backup tape with multiple files) must be evaluated to determine if a new classification of the merged data is warranted.
8. All reproductions of information in its entirety must carry the same confidentiality classification as the original. Partial reproductions need to be evaluated to determine if a new classification is warranted.

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9. Each classification shall have an approved set of baseline controls designed to protect these classifications and these controls must be followed.
10. WSTC shall communicate the requirements for secure handling of information to WSTC Users.
11. The IT/Facilities Department shall maintain a written or electronic inventory of all information assets.
12. Content to be made available to the general public shall be reviewed prior to publication to ensure sensitive data will not be disclosed. The review process shall also include the review and approval of updates to publicly available content to consider the type and classification of information posted.
13. Personally Identifiable Information (PII) must not be made available without appropriate safeguards approved by WSTC.
14. For non-public information to be released outside WSTC or shared between other organizations, a process must be established that, at a minimum:
    a. Evaluates and documents the sensitivity of the information to be released or shared;
    b. Identifies the responsibilities of each party for protecting the information;
    c. Defines the minimum controls required to transmit and use the information;
    d. Records the measures that each party has in place to protect the information are sufficient;
    e. Defines a method for compliance measurement;
    f. Provides a signoff procedure for each party to accept responsibilities; and
    g. Establishes a schedule and procedure for reviewing the controls.

Associated Policies: Data Classification Policy; Critical Information Asset Inventory Policy

F. IT ASSET MANAGEMENT

1. All IT hardware and software assets must be assigned to a designated business unit, department, or individual.
2. The IT/Facilities Department shall maintain an inventory of hardware and software assets, including all system components (e.g., network address, machine name, software version) at a level of granularity deemed necessary for tracking and reporting. This inventory shall be automated where technically feasible.
3. Processes, including regular scanning, must be implemented to identify unauthorized hardware and/or software and notify appropriate staff when discovered.

Associated Policies: Critical Information Asset Inventory Policy

G. PERSONNEL SECURITY

1. WSTC Users must receive security and privacy awareness training prior to receiving access to WSTC Information Resources. Additional training on specific security procedures, if required, must be completed before access is provided to specific WSTC sensitive information not covered in the general security and privacy training. All security and privacy training must be reinforced at least annually and shall be tracked.
2. WSTC shall require WSTC Users to abide by the Acceptable Use of Information Resources Policy, and an auditable process must be in place for users to acknowledge that they agree to abide by the policy's requirements.

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3. All job positions must be evaluated by WSTC to determine whether they require access to sensitive information and/or sensitive information technology assets.
4. For those job positions requiring access to sensitive information and sensitive information technology assets, WSTC must conduct workforce suitability determinations, unless prohibited from doing so by law, regulation or contract. Depending on the risk level, suitability determinations may include, as appropriate and permissible, evaluation of criminal history record information or other reports from federal, state, and private sources that maintain public and non-public records. The suitability determination must provide reasonable grounds for WSTC to conclude that an individual will likely be able to perform the required duties and responsibilities of the subject position without undue risk to the WSTC.
5. A process must be established within WSTC to repeat or review suitability determinations periodically and upon change of job duties or position.
6. WSTC shall ensure all issued property is returned prior to a user's separation, accounts are disabled, and access is removed immediately upon separation.

Associated Policies: Personnel Security Policy

H. INCIDENT MANAGEMENT

1. WSTC shall have an incident response plan, with consistent standards, to effectively respond to security incidents.
2. All observed or suspected information security incidents or weaknesses are to be reported to appropriate management and the ISO as quickly as possible. If a WSTC User feels that cybersecurity and/or privacy concerns are not being appropriately addressed, they may confidentially contact the IT Security Team (ISO).
3. The ISO must be notified of any security or privacy incident which may have a significant or severe impact on operations or security, or which involves digital forensics, to follow proper incident response procedures and guarantee coordination and oversight.

Associated Policies: Incident Response Policy

I. PHYSICAL AND ENVIRONMENT SECURITY

1. Information processing and storage facilities must have a defined security perimeter and appropriate security barriers and access controls.
2. A periodic risk assessment must be performed for information processing and storage facilities to determine whether existing controls are operating correctly and if additional physical security measures are necessary. These measures must be implemented to mitigate the risks.
3. Information technology equipment must be physically protected from security threats and environmental hazards. Special controls may also be necessary to protect supporting infrastructure and facilities such as electrical supply and cabling infrastructure.
4. All information technology equipment and information media must be secured to prevent compromise of confidentiality, integrity, or availability in accordance with the classification of information contained therein.
5. Visitors to information processing and storage facilities, including maintenance personnel, must be escorted at all times.

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J. Account Management and Access Control

1. All accounts must have an individual employee or group assigned to be responsible for account management. This may be a combination of the business unit/department and Information Technology (IT).
2. Except as described in the Account Management Policy, access to systems must be provided through the use of individually assigned unique identifiers, known as user IDs.
3. Associated with each user ID is an authentication token (e.g., password, key fob, biometric) which must be used to authenticate the identity of the person or system requesting access.
4. Automated techniques and controls must be implemented to lock a session and require authentication or re-authentication after a period of inactivity for any system where authentication is required. Information on the screen must be replaced with publicly viewable information (e.g., screen saver, blank screen, clock) during the session lock.
5. Automated techniques and controls must be implemented to terminate a session after specific conditions are met.
6. Tokens used to authenticate a person or process must be treated as confidential and protected appropriately.
7. Tokens must not be stored on paper, or in an electronic file, hand-held device or browser, unless they can be stored securely and the method of storing (e.g., password vault) has been approved by the ISO.
8. Information owners are responsible for determining who should have access to protected resources within their jurisdiction, and what those access privileges should be (read, update, etc.).
9. Access privileges will be granted in accordance with the user's job responsibilities and will be limited only to those necessary to accomplish assigned tasks in accordance with entity missions and business functions (i.e., least privilege).
10. Users of privileged accounts must use a separate, non-privileged account when performing normal business transactions (e.g., accessing the Internet, e-mail).
11. Logon banners must be implemented on all systems where that feature exists to inform all users that the system is for business or other approved use consistent with policy, that user activities may be monitored, and the user should have no expectation of privacy.
12. Requests for remote access connections must be submitted in advance for WSTC approval. An assessment must be performed and documented to determine the scope and method of access, the technical and business risks involved and the contractual, process, and technical controls required for such connection to take place.
13. All remote connections must be made through managed points-of-entry reviewed by the ISO.
14. Working from a remote location must be authorized by management and practices which assure the appropriate protection of data in remote environments must be shared with the individual prior to the individual being granted remote access.

Associated Policies: Account Management Policy

K. Systems Security

Systems include but are not limited to servers, platforms, networks, communications, databases and software applications.

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1. An individual or group must be assigned responsibility for maintenance and administration of any system deployed on behalf of WSTC. A list of assigned individuals or groups must be centrally maintained.
2. Security must be considered at system inception and documented as part of the decision to create or modify a system.
3. All systems must be developed, maintained and decommissioned in accordance with a secure system development lifecycle (SSDLC).
4. Each system must have a set of controls commensurate with the classification of any data that is stored on or passes through the system.
5. Environments and test plans must be established to validate the system works as intended prior to deployment in production.
6. Separation of environments (e.g., development, test, quality assurance, production) is required, either logically or physically, including separate environmental identifications (e.g., desktop background, labels).
7. Formal change control procedures for all systems must be developed, implemented and enforced. At a minimum, any change that may affect the production environment and/or production data must be included.

Databases and Software (including in-house or third-party developed and commercial off the shelf (COTS):

1. All software written for or deployed on systems must incorporate secure coding practices, to avoid the occurrence of common coding vulnerabilities and to be resilient to high-risk threats, before being deployed in production.
2. Once test data is developed, it must be protected and controlled for the life of the testing in accordance with the classification of the data.
3. Production data may be used for testing only if a business case is documented and approved in writing by the information owner and the following controls are applied:
    a. security measures, including but not limited to access controls, system configurations and logging requirements for the production data are applied to the test environment and the data is deleted as soon as the testing is completed; or
    b. sensitive data is masked or overwritten with fictional information.
4. Where technically feasible, development software and tools must not be maintained on production systems.
5. Where technically feasible, source code used to generate an application or software must not be stored on the production system running that application or software.
6. Scripts must be removed from production systems, except those required for the operation and maintenance of the system.
7. Privileged access to production systems by development staff must be restricted.
8. Migration processes must be documented and implemented to govern the transfer of software from the development environment up through the production environment.

Network Systems:

1. Connections between systems must be authorized by the executive management of all relevant entities and protected by the implementation of appropriate controls.
2. All connections and their configurations must be documented, and the documentation must be reviewed by the information owner and the ISO annually, at a minimum, to assure:
    a. The business case for the connection is still valid and the connection is still required; and

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   b. The security controls in place (filters, rules, access control lists, etc.) are appropriate and functioning correctly.
3. A network architecture must be maintained that includes, at a minimum, tiered network segmentation between:
   a. Internet accessible systems and internal systems;
   b. Systems with high security categorizations (e.g., mission critical, systems containing PII) and other systems; and
   c. User and server segments.
4. Network management must be performed from a secure, dedicated network.
5. Authentication is required for all users connecting to internal systems.
6. Network authentication is required for all devices connecting to internal networks.
7. Only authorized individuals or business units may capture or monitor network traffic.
8. A risk assessment must be performed in consultation with the ISO before the initiation of, or significant change to, any network technology or project, including but not limited to wireless technology.

Associated Policies: Secure System Services, Acquisition and Development Policy; Cloud Usage Security Policy; External Vendors and Third-Party Providers Policy

L. VULNERABILITY MANAGEMENT

1. All systems must be scanned for vulnerabilities before being installed in production and periodically thereafter.
2. All systems are subject to periodic penetration testing.
3. Penetration tests are required periodically for all critical environments/systems.
4. Where WSTC has outsourced a system to another entity or a third party, vulnerability scanning/penetration testing must be coordinated.
5. Scanning/testing and mitigation must be included in third-party agreements.
6. The output of the scans/penetration tests will be reviewed in a timely manner by the system owner. Copies of the scan report/penetration test must be shared with the ISO for evaluation of risk.
7. Appropriate action, such as patching or updating the system, must be taken to address discovered vulnerabilities.
8. Any vulnerability scanning/penetration testing must be conducted by individuals who are authorized by the CGC. The CGC must be notified in advance of any such tests. Any other attempts to perform such vulnerability scanning/penetration testing will be deemed an unauthorized access attempt.
9. Anyone authorized to perform vulnerability scanning/penetration testing must have a formal process defined, tested and followed at all times to minimize the possibility of disruption.

Associated Policies: Vulnerability Testing Policy; Penetration Testing Policy; Cloud Usage Security Policy; External Vendors and Third-Party Providers Policy

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M. OPERATIONS SECURITY

1. All systems and the physical facilities in which they are stored must have documented operating instructions, management processes and formal incident management procedures related to information security matters which define roles and responsibilities of affected individuals who operate or use them.
2. System configurations must follow approved configuration standards.
3. Advance planning and preparation must be performed to ensure the availability of adequate capacity and resources. System capacity must be monitored on an ongoing basis.
4. Where WSTC provides a server, application, or network service to another entity, operational and management responsibilities must be coordinated by all impacted entities.
5. Host-based firewalls must be installed and enabled on all workstations to protect from threats and to restrict access to only that which is needed.
6. Controls must be implemented (e.g., anti-virus, software integrity checkers, web filtering) across systems where technically feasible to prevent and detect the introduction of malicious code or other threats.
7. Controls must be implemented to disable automatic execution of content from removable media.
8. Controls must be implemented to limit storage of information to authorized locations.
9. Controls must be in place to allow only approved software to run on a system and prevent execution of all other software.
10. All systems must be maintained at a vendor-supported level to ensure accuracy and integrity.
11. All security patches must be reviewed, evaluated, and appropriately applied in a timely manner. This process must be automated, where technically possible.
12. Systems which can no longer be supported or patched to current versions must be removed as soon as feasible. Mitigating controls must be put in place until the system is removed. Exception requests shall be submitted to the CGC for review and approval.
13. Systems and applications must be monitored and analyzed to detect deviation from the access control requirements, and record events to provide evidence and to reconstruct lost or damaged data.
14. Audit logs recording exceptions and other security-relevant events must be produced, protected and kept consistent with record retention schedules and requirements.
15. Monitoring systems must be deployed (e.g., intrusion detection/prevention systems) at strategic locations to monitor inbound, outbound and internal network traffic.
16. Monitoring systems must be configured to alert incident response personnel to indications of compromise or potential compromise.
17. Contingency plans (e.g., continuity of operations plans, disaster recovery plans) must be established and tested regularly. Contingency plans shall address, at a minimum, the following:
    a. An evaluation of the criticality of systems used in information processing (including but not limited to software and operating systems, firewalls, switches, routers and other communication equipment).
    b. Recovery Time Objectives (RTO)/Recovery Point Objectives (RPO) for all critical systems.
18. Backup copies of WSTC information, software, and system images must be taken regularly in accordance with WSTC's defined requirements.

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19. Backups and restoration must be tested regularly. Separation of duties must be applied to these functions.
20. Procedures must be established to maintain information security during an adverse event. For those controls that cannot be maintained, compensatory controls must be in place.
21. Systems being retired or decommissioned must be properly sanitized prior to being surplused or disposed of to ensure no WSTC data remains in a retrievable form.

Associated Policies: Disaster Recovery Policy; Contingency Planning Policy; Incident Response Policy

V. Exceptions

Any exceptions to this policy must be approved via the WSTC Security Exception Procedure.

VI. Enforcement

Any WSTC Users found to have violated this policy may be subject to administrative or disciplinary action, up to and including termination of employment for employees; termination of contracts and/or recoupment of funds for contractors, subcontractors, and partners; and civil liability and/or criminal prosecution.

VII. Distribution

This policy is to be distributed to all WSTC Users, including employees, contractors, subcontractors, and partners.

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Policy History

Version	Date	Description	Responsible
1.0	4/29/2025	Initial draft released to Jack Cummings	Shauna Camp
1.0	4/30/2025	Draft reviewed, no changes	Jack Cummings
1.0	5/3/2025	Version 1.0 published for Executive Director's approval	Shauna Camp
1.0	5/5/2025	Approved by Executive Director	Robert Sturns

References:

Texas Cybersecurity Framework – All security control objectives
NIST 800-53 Controls – AC-01, AC-02, AC-03, AC-05, AC-06, AC-08, AC-12, AC-17, AC-21, AT-01, AT-02, AT-03, AT-04, AU-01, AU-02, CA-01, CA-02, CA-03, CA-06, CA-07, CA-08, CM-01, CM-02, CM-03, CM-06, CM-08, CP-01, CP-02, CP-04, CP-09, CP-10, IA-01, IA-02, IA-04, IA-05, IA-08, IR-01, IR-04, IR-05, IR-06, IR-08, MA-01, MA-05, MP-01, MP-02, MP-06, MP-07, PE-01, PE-02, PE-03, PL-01, PL-04, PL-08, PM-01, PM-02, PM-05, PM-05(1), PM-07, PM-09, PM-10, PM-11, PM-16, PS-01, PS-02, PS-03, PS-04, PS-06, PS-07, PT-01, PT-03, PT-05, RA-01, RA-02, RA-03, RA-05, SA-01, SA-02, SA-03, SA-04, SA-08(33), SA-09, SC-01, SC-05, SC-07, SC-08, SC-10, SI-01, SI-02, SI-03, SI-04, SR-01
TWC Board Guidelines for Security

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Workforce Solutions for Tarrant County

ACCEPTABLE USE OF INFORMATION RESOURCES POLICY

Policy Area	IT Policy Library
Approved By	Robert Sturns
Effective Date	*5/15/2025*
Current Version	1.0

Signed by: Robert Sturns FD80AF26B320402...

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I. Overview

Appropriate organizational use of information and information technology resources (WSTC Information Resources) and effective security of those resources require the participation and support of WSTC's workforce (WSTC Users). Inappropriate use exposes the organization to potential risks, including virus attacks, compromise of network systems and services, and legal issues.

II. Purpose

The purpose of this policy is to define acceptable usage of WSTC Information Resources as well as restricted actions that WSTC Users must not take in order to reduce risk to the organization. These rules are in place to protect WSTC customers, employees, contractors, and the organization. This policy supersedes all guidance previously published in WSTC's IT Policies & Procedures Manual.

III. Scope

The scope of this policy is applicable to:

WSTC Users - All users of WSTC Information Resources including, but not limited to, WSTC employees, volunteers, interns, temporaries, third-party service providers, contractors, subcontractors, subrecipients, partners, external vendors, consultants, auditors, representatives of local, state, and federal government agencies, and any other individual or entity granted access to WSTC Information Resources.

WSTC Information Resources - All hardware, software, and information owned by or entrusted to WSTC and its users. Common examples include, but are not limited to, desktop computers, laptop computers, mobile devices, telephones, printers, servers, desktop and web applications, approved third-party and/or cloud-based systems and services, participant data, performance reports, and personnel files.

This policy applies to WSTC Users and Information Resources in WSTC-managed offices or in remote worksites, including, but not limited to, home offices, mobile units, and offices managed by third-party providers.

This policy excludes members of the public who use a WSTC IT resource configured for public use (e.g. Discovery/Placement Center computers and event registration devices).

WSTC Users are responsible for reading and understanding this policy and conducting their activities in accordance with its terms. In addition, users must read and understand the organization's Information Security Policy and its associated policies. All IT policies, procedures, standards, and guidelines are published on the WSTC IT Hub.

Users requiring clarification on any of the requirements outlined in this policy or other IT policies should contact the Chief Security Officer at cso@workforcesolutions.net.

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IV. Policy

A. Privacy & Monitoring

Except for any privilege or confidentiality recognized by law, individuals have no legitimate expectation of privacy during any use of WSTC Information Resources. Any use may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner including in real time, and used or disclosed in any manner, by authorized personnel without additional prior notice to individuals. Periodic monitoring will be conducted of systems used, including, but not limited to: all computer files; and all forms of electronic communication (including email, text messaging, instant messaging, telephones, computer systems and other electronic records). In addition to the notice provided in this policy, Users may also be notified with a warning banner text at system entry points where Users initially sign on about being monitored and may be reminded that unauthorized use of WSTC Information Resources is not permissible.

WSTC may impose restrictions, at the discretion of Executive Management and in accordance with Texas Workforce Commission (TWC) requirements, on the use of a particular information resource. For example, the organization may block access to certain websites or services not serving legitimate business purposes or may restrict user ability to attach devices to the organization's IT resources (e.g., USB drives, mobile devices).

Users accessing WSTC Information Resources must only do so with prior approval or authorization from the organization.

B. Acceptable Use

All uses of WSTC Information Resources must comply with organizational policies, standards, procedures, and guidelines, as well as any applicable license agreements and laws including Federal, State, local and intellectual property laws.

Consistent with the foregoing, the acceptable use of Information Resources encompasses the following duties:

- Understanding the baseline information security controls necessary to protect the confidentiality, integrity, and availability of information;
- Protecting organizational information and resources from unauthorized use or disclosure;
- Protecting Sensitive or Confidential information from unauthorized use or disclosure;
- Observing authorized levels of access and utilizing only approved IT equipment, systems, or services; and
- Immediately reporting suspected security/privacy incidents or weaknesses to the appropriate manager and the Chief Security Officer.

C. Unacceptable Use

The following list is not intended to be exhaustive but is an attempt to provide a framework for activities that constitute unacceptable use. Users, however, may be exempted from one or more of these restrictions during their authorized job responsibilities, after approval from organizational management, in consultation with organization IT staff (e.g., storage of objectionable material in the context of a disciplinary matter).

Unacceptable use includes, but is not limited to, the following:

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- Unauthorized use or disclosure of Sensitive and/or Confidential information;
- Unauthorized use or disclosure of information technology resources;
- Distributing, transmitting, posting, or storing any electronic communications, material or correspondence that is threatening, obscene, harassing, pornographic, offensive, defamatory, discriminatory, inflammatory, illegal, or intentionally false or inaccurate;
- Attempting to represent the organization in matters unrelated to official authorized job duties or responsibilities;
- Connecting unapproved devices to the organization's network or any WSTC equipment;
- Connecting WSTC Information Resources to unauthorized networks;
- Connecting to any wireless network while physically connected to the organization's wired network;
- Installing, downloading, or running software that has not been approved following appropriate security, legal, and/or IT review in accordance with organizational policies;
- Using personal devices or systems to conduct WSTC business;
- Using WSTC Information Resources to circulate unauthorized solicitations or advertisements for non-organizational purposes, including religious, political, or not-for-profit entities;
- Providing unauthorized third parties, including family and friends, access to the WSTC Information Resources or Facilities;
- Using WSTC Information Resources for commercial or personal purposes, in support of "for-profit" activities or in support of other outside employment or business activity (e.g., consulting for pay, business transactions);
- Propagating chain letters, fraudulent mass mailings, spam, or other types of undesirable and unwanted email content using WSTC Information Resources; and
- Tampering, disengaging, or otherwise circumventing WSTC or third-party IT security controls.

D. Occasional & Incidental Personal Use

Occasional, incidental, and necessary personal use of WSTC Information Resources is permitted, provided such use: is otherwise consistent with this policy; is limited in amount and duration; and does not impede the ability of the individual or other users to fulfill the organization's responsibilities and duties, including, but not limited to, extensive bandwidth, resource, or storage utilization. Exercising good judgment regarding occasional and incidental personal use is important. WSTC may revoke or limit this privilege at any time.

E. Prevent & Report Unauthorized Use

Unauthorized access to or disclosure, duplication, modification, diversion, or destruction of WSTC Information Resources is strictly prohibited. WSTC Users must follow the requirements in this policy to prevent unauthorized use of WSTC Information Resources that they are authorized to use and report any suspected or known security/privacy incident or weakness to the Chief Security Officer within 24 hours of discovery (including weekends and holidays). Acceptable reporting methods include:

- Incident Report Form:
  - WSTC IT Hub - Internal Incident Report Form (Requires WSTC Email)
  - DocuSign - External Incident Report Form (Requires Internet Connection Only)
- Email: cso@workforcesolutions.net
- Phone: 817-413-4499, Select Option 2

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See the Data Handling & Incident Reporting Guide for more information.

F. Individual Accountability

Individual accountability is required when accessing all WSTC Information Resources. Everyone is responsible for protecting against unauthorized activities performed under their user IDs. This includes locking your computer screen when you walk away from your system, and protecting your credentials (e.g., passwords, devices used for authentication, security badges, or similar technology) from unauthorized disclosure. Credentials must be treated as confidential information and must not be disclosed or shared.

Password Security

After receiving access to WSTC Information Resources, Users must set up their credentials by creating a strong password. Passwords must meet the following guidelines:

- Passwords must contain at least fourteen (14) characters and include a mixture of upper- and lower-case letters, at least one special character, and one number;
- Stored passwords must be encrypted (password managers are encouraged);
- Multifactor authentication (MFA) must be used on all systems that support it;
- Never use a Remember Password or auto-logon feature, except on approved IT-managed systems;
- Never reveal your password to anyone, including management or Help Desk staff;
- Actions initiated under your credentials are considered to be authorized and electronically signed by you;
- If you suspect that your account or password is compromised, immediately change the password, report it to the Chief Security Officer (817-413-4499, Option 2), and follow IT/security staff instructions to secure your account.

G. Protect Sensitive & Confidential Information

WSTC is regularly entrusted with Sensitive and Confidential information, such as personally identifiable information (PII) and sensitive personal information (SPI), for business purposes. Per TWC requirements, this information is classified as Board Sensitive (Sensitive) or Confidential. To ensure that Sensitive and Confidential information is adequately protected, WSTC Users must follow the Data Classification Policy and Data Handling & Incident Reporting Guide when handling, processing, or managing WSTC information. These documents are based upon TWC-mandated requirements set forth in Workforce Directive 02-18, Change 1 as well as industry-recognized best practices for protecting the confidentiality, integrity, and availability of information. Safeguards for protecting Sensitive and Confidential information include, but are not limited to:

- **Encryption** – Confidential and Sensitive information must be encrypted using WSTC-approved encryption technology.
- **Password Protection** – All WSTC portable equipment or removable media, such as cell phones, tablets, and flash drives, containing Confidential information must be password-protected and encrypted with an approved an FIPS 140-2 cryptographic module.
- **Prevent Unauthorized Viewing** – Users must be aware of their surroundings and position equipment and files to prevent unauthorized viewing of or access to Confidential or Sensitive information. Use of privacy screens is encouraged.

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- **Security Badges & Keys** – Users must immediately report lost or stolen badges/keys. If badges/keys are no longer needed, immediately return them to the IT/Facilities Department.
    - Do not leave badges/keys used to access Confidential or Sensitive information unattended; and
    - Do not distribute, copy, loan, or share security badges, keys, or other access mechanisms, unless doing so is part of your specific job functions.

WSTC Users must be aware that failure to comply with the requirements outlined in this policy, and failure to take appropriate action to prevent any improper use or disclosure of SPI and other Confidential 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 and/or civil prosecution. WSTC is committed to holding accountable individuals who improperly use or disclose SPI and other Confidential information for unauthorized purposes.

All WSTC information stored on electronic and computing devices, whether owned or managed by WSTC or a third-party provider, remains the property of WSTC and is subject to the requirements outlined throughout this policy.

Maintain a Clean Desk

The practice of keeping a clean desk ensures Sensitive and Confidential information is safeguarded by locking away these items when not in use. To facilitate a clean desk, WSTC Users must follow the 3 “Ps” of office organization:

- **Plan** - Take a few minutes at the start of your workday to plan and organize the information you need. Only keep on your desk the items needed to accomplish the current task(s) at hand. File or store out of sight all other folders and documents, especially SPI.
- **Protect** - Before leaving your work area, check to see that all Sensitive and Confidential information has been secured. Paper documents can be placed inside a folder. For additional security, place the folder in your file drawer. And as always, when leaving your workstation, lock your computer screen (Windows key + L).
- **Pick Up** - At the close of your workday, remember to secure all SPI and Confidential information. Paper documents should be placed in a locked file drawer or cabinet.

Report Loss, Theft, or Misuse

Users must report any loss, theft, or misuse of Sensitive or Confidential information, including loss or theft of personnel or customer files, loss or theft of devices used to store WSTC information, emailing PII or SPI to an unauthorized individual or account, and discovering Confidential information in recycle bins or trash cans.

As a proactive measure, Users must be prepared, at a minimum, to describe Sensitive or Confidential information on any assigned device, in case of loss or theft.

H. Maintain Physical Security & Control

Before using, disclosing, transmitting, maintaining, or creating WSTC Information Resources, including Confidential and Sensitive information, WSTC Users must obtain proper authorization and approval from their supervisor.

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When removing WSTC Information Resources, including Confidential and Sensitive information, from WSTC property, WSTC Users must follow the same IT policies, procedures, standards, and guidelines as required when using Information Resources at a WSTC-managed location.

To protect WSTC Information Resources from damage, loss, or theft, WSTC Users must keep them secured and under their physical control at all times and follow the safeguards explained in this policy.

I. Receive & Maintain Access

WSTC Users will only receive access to WSTC Information Resources, including systems, equipment, and information, needed to perform the essential job functions of their role and will be granted the least amount of access sufficient to perform those functions. The access required for each role is determined by management and enforced by the Information Security Unit (also known as the User Account Management Team). All access requests must be submitted through WSTC's Change Request system. See the User Account Management page on the IT Hub for more information.

Prior to receiving access, all WSTC Users must meet minimum personnel security requirements, including, but not limited to, passing background checks, signing access agreements, and completing security and privacy awareness training. All WSTC Users must renew their access each calendar year in February by re-signing access agreements and completing cybersecurity and privacy awareness training. See the Annual IT Paperwork page on the IT Hub for more information.

Security & Privacy Awareness

Security and privacy awareness trainings are provided to ensure all WSTC Users have the information needed to appropriately protect the WSTC Information Resources they are authorized to use.

In addition to completing security and privacy awareness trainings mandated by TWC, all Users assigned a WSTC email address must complete ongoing security awareness training sessions that are sent out two to three times a month via email. Users in roles considered high risk (e.g. Finance and IT) must complete additional role-based training at least once a year. See the Managed Security Awareness page on the IT Hub for more information.

In order to remain compliant with WSTC's Security & Privacy Awareness Program, WSTC Users must complete the following security awareness trainings each calendar year (March-February):

- 90% of the managed security awareness training sessions sent to all email users;
- 100% of all role-based trainings sent to email users in designated high-risk roles;
- 100% of all phishing simulation remediation trainings sent to email users who click on links or attachments in phishing simulations; and
- 100% of any other trainings designated as mandatory for all users by TWC or the IT Security Team.

Users who fail to complete the trainings required for their role are subject to the following consequences:

- Removal of remote access until trainings are completed; and
- Removal of access to all State systems until trainings are completed.

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Exemptions to security awareness completion requirements include WSTC Users on leave for the following reasons:

- Military Leave;
- FMLA;
- Leave related to a sickness or disability covered by workers' compensation benefits, if the user no longer has access to WSTC or State systems; and
- Any other type of extended leave, if that user no longer has access to WSTC or State systems.

Upon return from leave, all mandatory TWC trainings must be completed prior to State system access being reinstated. For every 30 days of leave taken, email users will have an additional 30 days to complete any outstanding managed security awareness trainings upon their return to work. Example: Users taking 12 weeks of leave will have 12 weeks to complete managed security awareness trainings.

Policy Compliance

WSTC Users must adhere to the requirements outlined in this policy and any other WSTC policies, procedures, standards, and guidelines applicable to their role within the organization. Failure to do so may result in suspension or termination of access to WSTC Information Resources, including systems, equipment, and information required to complete their essential job functions. Additionally, the IT/Facilities Department refers all policy violations and security/privacy incidents or events to Human Resources and management for evaluation and disciplinary action as deemed appropriate by each user's employer. See the WSTC Personnel Security Policy for more information on disciplinary actions.

State System Access

WSTC Users may be authorized to access State-owned systems placed under the stewardship of the IT/Facilities Department, including, but not limited to, WorkInTexas (WIT), Mainframe, TWIST, TIERS, COLTS, TEAMS, and TX3C. In addition to complying with WSTC's personnel security requirements and policies, WSTC Users must also comply with any policies, procedures, access agreements, trainings, and other guidance issued by the State agencies who own these systems. Failure to do so may result in disciplinary action, up to and including loss of State system access, termination of employment or contracts, or criminal and/or civil prosecution.

WSTC Users must be aware that performing any work, review, update, or other action to obtain information about their own, or any relative's, friend's or business associate's case, claim, or account, even if it is closed, is prohibited. The ability to access this information does not imply authorization to do so.

Account Inactivity

After receiving access, Users are expected to regularly use their accounts to conduct WSTC business. Failure to do so may result in automatic suspension of an assigned account. Account inactivity limits vary by system, but Users should sign into all assigned accounts at least once every 30 days to avoid account suspension. Users who no longer need an assigned account to complete their job duties should notify their manager.

J. Authorization of Information Resources

All Information Resources used to conduct WSTC business, including, but not limited to, desktop and mobile applications, cloud-based systems and services, printers, and mobile devices, must be

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assessed and authorized by the IT Security Team prior to use. This process is necessary to ensure these resources meet WSTC and TWC security requirements and are compatible for use within WSTC's IT environment. Requests for authorization of Information Resources should be submitted through WSTC's Change Request system.

K. State-Prohibited Technologies

WSTC must adhere to TWC Workforce Directive 29-22, Change 2, which outlines State-mandated requirements for banning and removing TikTok and other prohibited applications and services on devices used to conduct State or WSTC business, which includes accessing any WSTC or State-owned data, applications, email accounts, websites, non-public facing communications, phone calls, instant messaging, texting, and web conferencing.

Users must adhere to the following restrictions:

- Do not download or use State-prohibited technologies on WSTC's network or devices, including WSTC-issued cell phones, tablets, laptops, and desktop computers.
- Do not carry or use devices with prohibited technologies enabled in WSTC-designated Sensitive Locations, which includes staff offices and online meetings through Zoom or Teams. Signage/disclaimers identifying Sensitive Locations are posted in areas where confidential WSTC business may be conducted.
- Do not store personal devices with prohibited technologies enabled in or near WSTC workstations, including remote worksites and third-party provider offices. Users accessing WSTC's network must acknowledge this requirement as a part of the log-on process.
- **Do not use personal devices to conduct WSTC business.***

*Personal devices may only be used for multifactor authentication (MFA) purposes. See the State-Prohibited Technologies page on the IT Hub for additional guidance.

L. Travel Restrictions

- WSTC Users traveling outside the United States are prohibited from taking WSTC equipment with them or accessing any WSTC or State systems while outside the United States. For purposes of this policy, the United States is defined as all 50 states and the District of Columbia.
- WSTC Users traveling outside the State of Texas with WSTC equipment must notify the IT/Facilities Department prior to the first day of their trip. Travel notifications should be submitted through WSTC's Change Request system.

M. IT Equipment Use

Users are routinely assigned or given access to IT equipment in connection with their job duties. Requests for IT equipment should be submitted through WSTC's Change Request system.

WSTC-issued equipment belongs to the organization and must be immediately returned upon request or at the time a user is separated from the organization.

- Equipment not returned within seven (7) days of separation will be considered lost or stolen property, depending upon the circumstances.

Users may be financially responsible for the value of equipment assigned to their care if it is not returned to the organization. Should IT equipment be lost, stolen, or destroyed, Users are required to provide a written report of the circumstances surrounding the incident. Users may be subject to

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disciplinary action which may include repayment of the replacement value of the equipment. The organization has the discretion to not issue or re-issue IT devices and equipment to Users who repeatedly lose or damage IT equipment.

WSTC will seek recoupment of funds from third-party providers for any WSTC equipment that is:

- Lost or stolen by their staff;
- Lost or stolen due to the negligence of their staff; or
- Returned to WSTC in unusable condition.

WSTC Users must ensure that WSTC equipment assigned, loaned, or otherwise entrusted to them by the organization is attended at all times or physically secured. Additional safeguards for protecting equipment include, but are not limited to:

- Do not leave equipment in vehicles or exposed to extreme heat or cold;
- Do not share equipment with unauthorized users;
- Do not connect equipment to unauthorized networks or equipment;
- Connect only WSTC-approved peripheral devices (e.g. keyboards, mice, webcams, headsets, charging cables, and power cords) to equipment; and
- Do not try to bypass or disable security settings (e.g. anti-virus, firewall, updates).

All WSTC computing and file storage equipment must be purchased, configured, and deployed by IT staff. Peripheral devices may be purchased through the Finance Department only from an IT-approved supply list. Any unapproved equipment found within WSTC-managed locations may be confiscated and/or removed by IT/Facilities staff.

WSTC Users issued WSTC equipment must sign a property agreement acknowledging receipt of and responsibility for the equipment. Failure to sign a property agreement does not release Users from the responsibility to properly secure and handle the equipment entrusted to them.

IT may assign loaner equipment to approved locations or departments in care of location/department management. Location/department management maintains responsibility for the security and distribution of the loaner equipment entrusted to them.

All portable equipment, including laptops, mobile devices, and removable media, should be treated as Sensitive and Confidential resources and secured according to the requirements outlined in Section G. Protect Sensitive & Confidential Information. See the following sections for additional information on specific equipment types.

WSTC Users must not conduct WSTC business on any equipment configured for public use, including computers, printers, and phones in WSTC Discovery/Placement Centers.

IT equipment at WSTC-managed locations, including desktop computers, monitors, printers, and desk phones, must not be moved without prior written authorization from IT management. Laptops, tablets, cell phones, and other portable equipment are exempt from this requirement.

Laptops & Desktop Computers

WSTC's standard laptops and desktop computers are configured for use with WSTC's virtual desktop infrastructure (VDI), which allows users to access a virtual computer (virtual machine) that runs on a server in WSTC's data center, not the local device. Benefits of this configuration include

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secure storage of information on WSTC servers rather than the local device, centralized management, and faster deployment. The physical equipment issued for accessing WSTC's VDI environment (thin or thick clients) must still be handled with care and secured according to the requirements outlined throughout this policy.

Laptops and desktop computers configured for local storage must be approved in accordance with security exception procedures and must be encrypted using approved encryption methods.

Laptops and desktop computers utilizing local storage require backup or file syncing arrangements to ensure WSTC information is retained and protected against data loss and/or corruption. IT may assist users with setting up backups or file syncing at the time of equipment deployment. However, each User assigned a device configured for local storage bears the sole responsibility for ensuring that data is being backed up to an approved WSTC storage location, such as file servers, SharePoint, or OneDrive for Business. In the event of data loss and/or corruption, Help Desk staff are available during business hours for technical assistance with data restoration but cannot guarantee recovery of any data.

Mobile Devices
WSTC issues organization-owned mobile devices to authorized users to be used in connection with their job duties. Limited personal use of mobile devices may be allowed per the guidelines in Section D. Occasional & Incidental Personal Use.

Users acknowledge that:

- WSTC-issued mobile devices must be encrypted using approved encryption methods and be passcode enabled.
- Mobile device passcodes must be treated as Confidential information and protected accordingly.
- Passcodes must have a minimum of six (6) characters with no repeated (111222) or cascading (123456) characters. Alphanumeric passcodes are acceptable. Passcodes must be updated every 180 days.
- WSTC's mobile device management (MDM) service facilitates operating system and app updates, but Users bear the responsibility of ensuring their assigned device stays up to date.
- Access to WSTC Information Resources may be blocked on any mobile device found to be in a non-compliant state, which can occur for a variety of reasons, including a prohibited app, out-of-date operating system, or expired passcode detected.
- WSTC mobile devices are not intended for long-term storage of data. Users are responsible for ensuring that WSTC data stored on mobile devices is appropriately backed up to WSTC-approved file storage locations.
- WSTC may automatically install organization-approved applications on mobile devices or make those applications available for download through the Company Portal app.
- Accounts used to set up access to WSTC-owned mobile devices must be set up by IT staff (i.e. managed Apple Accounts) or created in coordination with IT.
- When a WSTC-issued mobile device is replaced, the replaced device must be turned into IT prior to deployment of the new equipment.
- WSTC-managed mobile phone numbers are prohibited from being transferred or released to Users upon separation from the organization.

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- WSTC is not responsible for personal charges incurred on a WSTC-issued device (e.g. personal app or extra storage purchases).
- Users must not plug WSTC-issued mobile devices into public charging stations.
- Users must not plug any mobile device into a WSTC-owned laptop or desktop computer, unless doing so is part of their assigned job functions, and with the approval of the IT Security Team.
- WSTC may revoke cellular and/or data service for any assigned user at any time.
- IT may initiate remote actions on any WSTC mobile device without prior notice to the user. Such actions, including device location, restart, lock, or wipe, may be used at any time to protect WSTC Information Resources.
- Users must report lost or stolen devices immediately.

Unless a User has an approved security exception, the following mobile device use is prohibited:

- Using a personal mobile device to conduct WSTC business; and
- Using a WSTC-issued device to conduct day-to-day personal business.

Removable Media

For purposes of this policy, removable media is defined as, but not limited to, diskettes, tapes, compact discs, DVDs & Blu-ray discs, memory cards/sticks, USB/Firewire "Flash" key/pen/thumb drives, portable mass storage devices such as external hard drives, personal audio/video players such as iPods, digital cameras, tablets, cellular telephones, and smartphones with or without expandable memory capabilities.

The most common removable media device used within WSTC is a smartphone. See the Mobile Devices section for requirements specific to this type of removable media. WSTC may issue authorized users other non-standard removable media types, such as encrypted flash drives, external hard drives, audio recorders, and digital cameras, if approved by the user's manager and a member of the IT Security Team.

All removable media used for business purposes must be issued by the IT/Facilities Department and must employ reasonable physical security measures. WSTC Users must secure their assigned removable media at all times. Removable media used for storage, backup, relocation, or access of WSTC data, including PII and SPI, must be encrypted and password-protected.

In addition to the restrictions outlined throughout this policy, the following removable media use is prohibited:

- Using personal removable media to back up, store, or otherwise access WSTC data;
- Connecting personal removable media to WSTC equipment; and
- Connecting WSTC-issued removable media to any non-WSTC equipment of any kind, including personal devices and customer devices.

Users acknowledge that:

- Removable media users must, without exception, use secure data handling procedures as outlined in Section G. Protect Sensitive & Confidential Information.
- The use of new hardware, software, and/or related components to provide additional USB-related connectivity within WSTC facilities will be managed at the sole discretion of the IT/Facilities Department.
- All removable media may be subject to quarantine upon return to the office before utilization on WSTC infrastructure.

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- IT may restrict the use of Universal Plug and Play on any IT equipment deemed to be particularly sensitive and/or for any users in high-risk roles.
- IT may disable USB ports to limit physical and virtual access.
- IT may limit the ability of users to transfer data to and from specific resources on the WSTC network.
- IT scans all removable media plugged into the WSTC network for viruses, worms, trojans, or any other malicious code (malware) and may wipe/clear all data from any removable media found to contain malware.
- IT may remote wipe/clear all data and configurations on any WSTC-issued removable media without prior notice to the user. Such actions may be used at any time to protect WSTC Information Resources.
- WSTC removable media is not intended for long-term storage of data. Users are responsible for ensuring that WSTC data stored on removable media is appropriately backed up to WSTC-approved file storage locations.
- IT tracks the attachment of removable media to WSTC equipment, and any resulting reports may be used for investigations of possible breaches and/or misuse.
- WSTC removable media must be returned to IT prior to reuse or disposal to ensure proper media sanitization procedures are followed and Confidential or Sensitive data is removed.
- Users must report lost or stolen removable media immediately.

Printers, Copiers, Scanners, & Faxes

- WSTC Users must use only WSTC-owned and issued printers to print work-related documents. This includes printing from an approved telework location, such as a home office.
- WSTC makes available enterprise-grade networked printers at WSTC-managed locations for staff use. Desktop printers and scanners are only issued to Users with specific job functions and must be approved and ordered by IT management.
- Users printing Confidential information should utilize the private print function on networked printers.
- The scan-to-email function on networked printers is only authorized for Users with a WSTC email address or approved WSTC partners co-located within WSTC offices.
- Users must not plug USB drives into any WSTC copier.
- WSTC makes available physical fax machines at each WSTC-managed location for outbound faxes. Fax-to-email capability will only be enabled for specific job functions.
- Printers, copiers, scanners, and faxes must only be moved by IT staff or authorized IT vendors.

N. System & Network Use

WSTC's network and systems are made available to authorized WSTC Users for business purposes. Requests for network and system access must be submitted through the WSTC's Change Request system and are subject to the requirements outlined throughout this policy. Installation and configuration of all networking equipment is handled by the Infrastructure Unit.

WSTC Users must only use WSTC-approved and properly licensed software to access WSTC Information Resources. Approved software, including mobile applications, are listed in the Standard/Non-Standard Software List published on the IT Hub.

WSTC Users must not disable or bypass malware protection software, unless doing so is part of their assigned job functions, and with the approval of the IT Security Team.

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WSTC users must follow applicable copyright laws when using WSTC Information Resources.

WSTC Users must not modify hardware or settings to extend network capabilities. For example, users are prohibited from using or installing a device such as a wireless router on the WSTC network. Additional standards and guidelines related to specific system and network use are covered in the following sections.

Internet use

WSTC Users must be aware that the IT/Facilities Department utilizes internet content filtering to enforce controls to block access to internet websites based upon categories of content, application types and functions, time of day or amount of utilization, or the dynamically updated reputation of the destination. WSTC's web content filtering is based upon two goals:

1. *Bandwidth Preservation* – Network resources within the WSTC locations are limited and heavily utilized for conducting business.
2. *Inappropriate Content* – The internet contains content that is inappropriate in nature and unacceptable for access in the workplace.

The IT/Facilities Department logs all internet activity on WSTC Information Resources, including, but not limited to, every request for service, website, downloaded file, etc., both inbound and outbound. Audit logging may be used for investigations of possible breaches and/or misuse.

WSTC Users must use the internet responsibly. Incidental personal use of the internet must not inhibit the use of network resources for business purposes. See Section D. Occasional & Incidental Personal Use for more information.

Other safe internet use guidelines include:

- Use caution when navigating, opening, and/or downloading on any website.
- Hover over links prior to clicking to check that the site's URL (visible in the bottom left of the screen) is legitimate.
- Double-check the spelling of all site URLs when entering them into a browser and use favorites for commonly visited sites.
- Never click on web ads or pop-ups on websites or search results.
- Avoid disclosing personal information, such as real names, addresses, and phone numbers, on the internet.
- Never send passwords or other security information via the internet if it is in readable (unencrypted) form. If you are unsure or unaware of the encryption status of a website and/or how to check it, contact the Chief Security Officer for assistance or utilize alternate methods.
- All information taken off the internet should be considered suspect until confirmed by another source. There is no quality control process on the internet, and a considerable amount of internet information is outdated, inaccurate, or deliberately misleading.
- It is relatively easy to spoof the identity of another user on public networks such as the internet. Before releasing any internal WSTC information, entering into any contracts, or ordering any products via public networks, the identity of the individuals and organizations contacted must be confirmed.
- Immediately report any actual or suspected incidents related to internet use, including unusual browser behavior such as unwanted pop-ups and browser extensions/add-ons or re-routing to incorrect or malicious sites.

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Wireless Connectivity

WSTC makes wireless access available to authorized users through the installation access points in and around WSTC-managed locations. These access points are generally small, antenna-equipped devices that connect directly to the WSTC network. These access point broadcast two types of wireless networks:

- *Secure* – This is an encrypted, general purpose Wi-Fi service. Access to this private network is reserved exclusively for devices owned or leased by WSTC. Once configured, authorized devices should automatically join the network at all WSTC-managed locations where WSTC wireless connectivity is available.
- *Guest* – This unencrypted, general purpose Wi-Fi service requires acceptance of WSTC terms and conditions through the use of a captive portal and is intended for use by guests and/or visitors at WSTC-managed locations. This service is designed as an "open" network, which means there is no over-the-air transmission encryption.

IT may provide additional wireless connectivity services, such as mobile hotspots on WSTC-issued mobile devices or ad hoc wireless networks configured for specific authorized users, locations, or events, based upon a legitimate business need. Requests for wireless connectivity services should be submitted WSTC's Change Request system.

Users acknowledge that:

- All wireless access points on WSTC's network must be approved and centrally managed by IT. The addition of new wireless access points within WSTC facilities will be managed at the sole discretion of the Infrastructure Unit. Non-sanctioned installations of wireless equipment, or use of unauthorized equipment on WSTC premises, are strictly forbidden.
- IT continuously conducts sweeps of the wireless network to ensure there are no unauthorized or "rogue" access points present.
- IT may take whatever reasonable steps it deems appropriate, including denial of network access, for any device deemed to put WSTC Information Resources at risk.
- Access point broadcast frequencies and channels shall be set and maintained by IT. Any device or equipment found to be interfering with access point signals may be subject to relocation or removal, including microwaves, wireless cameras, wireless video devices and projectors as well as other items using the same radio frequencies as Wi-Fi.
- All computer equipment and devices used to connect to WSTC's network must display reasonable physical security measures. Users are expected to secure their WSTC-connected devices when they are physically at their machines as well as when they step away.
- When connecting to WSTC Information Resources, WSTC Users must not use personal mobile devices as mobile hotspots. Personal MiFi devices or stand-alone mobile hotspots may be used only if the device cannot download State-prohibited technologies.
- Users must report any actual or suspected incidents of unauthorized access point installation or other suspicious activity related to the WSTC wireless network.
- As a proactive measure, Users must familiarize themselves with procedures for disabling wireless connectivity (i.e. turning off Wi-Fi or personal hotspots) on their assigned devices, in the event of a malware infection or other security event.

Remote Access

Authorized WSTC Users may remotely access WSTC Information Resources utilizing WSTC-approved equipment only. WSTC Users authorized to telework or access WSTC Information

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Resources remotely must comply with the requirements outlined throughout this policy and any other applicable WSTC policies, procedures, standards, and guidelines. Failure to do so may result in loss of remote access privileges.

Users acknowledge that:

- Secure remote access will be strictly controlled with encryption through WSTC's Virtual Private Networks (VPNs) and strong passwords in accordance with WSTC and TWC security requirements.
- WSTC Users must protect their login and password, even from family members.
- While remotely accessing WSTC's network, WSTC Users must ensure that the remote device (e.g. laptop, mobile thin client, etc.) is not connected to any other network at the same time, with the exception of personal networks that are under their complete control (e.g. home office Wi-Fi) or the complete control of an authorized user or entity (e.g. contractors, subcontractors, or partners).
- WSTC Users authorized to telework must obtain their own internet service provider and must be able to troubleshoot their own internet connection.
- All remote access privileges, including the use of non-WSTC equipment, must be approved by the IT Security Team.
- Only IT staff or authorized external vendors may use remote desktop assistance to remotely access and control someone else's computer as part of their essential job functions. All remote technical support activities conducted by non-WSTC Users must be approved by the IT Security Team.
- All devices, including non-WSTC equipment, used to connect to WSTC's network or other WSTC Information Resources via remote access technologies must use the most up-to-date anti-virus software and must meet the same requirements as WSTC-owned equipment used for remote access. See the Minimum Specifications for Partner Computers on the IT Hub.

In addition to the restrictions outlined throughout this policy, the following remote access or VPN use is prohibited:

- Using unapproved equipment to remotely access WSTC information Resources;
- Connecting WSTC equipment to unapproved virtual private networks; and
- Connecting WSTC equipment to unsecured public networks.

Virtual Private Network (VPN)

Authorized WSTC Users may utilize the benefits of WSTC virtual private network (VPN), which allows the user and their authorized device to securely access resources on WSTC's internal network across a public network by creating a private connection, or "tunnel."

Users acknowledge that:

- VPN access is only authorized on WSTC-issued and IT-approved equipment.
- VPN access to the WSTC network requires set up and use of multi-factor authentication (MFA) through a mobile app (Duo). Users may use WSTC-issued or personal mobile devices for MFA.
- It is the responsibility of WSTC Users with VPN privileges to ensure that unauthorized users are not allowed access to WSTC internal networks.
- When actively connected to the WSTC's network, the VPN will force all traffic to and from the PC over the VPN tunnel. All other traffic will be dropped.

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- Dual (split) tunneling is NOT permitted; only one network connection is allowed.
- VPN gateways must be set up and managed by the Infrastructure Unit.
- All computers connected to WSTC internal networks via VPN or any other technology must use the most up-to-date anti-virus software that is the corporate standard; this includes desktop computers.
- VPN automatically disconnects after a predetermined time by WSTC. Maintaining an inactive connection to any technology through the use of Ping, StayConnect, or other artificial processes is prohibited and may result in termination of a user's VPN
- VPN access is automatically blocked after a predetermined number of failed log-on attempts. Once blocked, Users must contact the Help Desk to reinstate their VPN access.
- Only WSTC-approved and distributed VPN clients may be used.
- IT may restrict traffic over any VPN connection solely to websites and network locations deemed necessary to conduct WSTC business. All other traffic will be blocked.
- IT may revoke access to the VPN at any time without notice.
- VPN access and/or connection to WSTC's networks may be monitored to record dates, times, duration of access, etc., in order to identify unusual usage patterns or other suspicious activity.
- VPN users must report any actual or suspected incidents of unauthorized VPN access or other suspicious activity related to remote access, including loss of a mobile device used for MFA, unexpected or repeated MFA notifications, loss or compromise of the password or device used for VPN access.

File Storage

WSTC makes available authorized file storage locations, including shared network drives; the Desktop, Documents, and Favorites folders of all network user accounts; SharePoint; and OneDrive for Business. The file storage locations available to users may vary based upon job function and work location.

WSTC Users are responsible for saving WSTC information to authorized file storage locations to ensure information is backed up and data retention requirements are met. Confidential information must be stored only in file locations specifically designated and configured for such use. IT may utilize technology solutions, such as system alerts and sensitivity labeling, to facilitate appropriate file storage procedures.

In addition to the restrictions outlined throughout this policy, the following file storage activity is prohibited:

- Storage of WSTC/TWC Sensitive or Confidential information on a non-organizational issued device or with a third-party file storage service (e.g. Google Docs, iCloud, or DropBox) that has not been approved for such storage by WSTC;
- Use of WSTC equipment and/or systems to store Sensitive or Confidential information originating from and/or owned by external entities, such as other workforce development boards or community partners, not covered under a contract, memorandum of understanding, or similar agreement with WSTC; and
- Excessive storage of personal data on WSTC systems and equipment.

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Data Loss Prevention
WSTC utilizes data loss prevention technology within its environment to detect and prevent potential data breach incidents where sensitive data may be disclosed to unauthorized personnel by malicious intent or inadvertent mistake. Detection of data at risk may be performed while in use on equipment, while in motion during transmission across the network, and while at rest on data storage devices.

Malware Protection
Computer viruses and other malware represent an ongoing threat to WSTC Information Resources which can cause widespread equipment/network damage, disruption of services, and compromise of Confidential information. As outlined in Section A. Privacy & Monitoring, WSTC actively monitors the traffic and devices on WSTC's network in order to maintain the confidentiality, integrity, and availability of WSTC Information Resources. This includes, but is not limited to, monitoring for computer viruses and other malware, attempts to access WSTC systems without appropriate authorization, systems performance issues and/or anomalies, and non-compliance with this and other WSTC policies.

Virus/malware checking programs which comply with WSTC and TWC security requirements are continuously enabled on all workstations and servers. The virus protection software includes:

- 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.
- Automatic scanning of all files stored on or attached to workstations or servers, including networked share drives.
- Automatic scanning of files accessed or copied onto a storage device from external sources, including, but not limited to, the internet (cloud service providers) and media such as flash drives and external hard drives.

Users acknowledge that:

- All workstations used to conduct WSTC business, whether connected to the WSTC network or standalone, must only use WSTC-approved virus protection software.
- The virus protection software must not be disabled or bypassed.
- The settings for the virus protection software must not be altered in a manner that will reduce the effectiveness of the software.
- The automatic update frequency of the virus protection software must not be altered to reduce the frequency of updates.
- WSTC may intercept and/or quarantine any network traffic or information resources, including, but not limited to, email messages, computer/network equipment, mobile devices, and removable media, that may pose a threat to WSTC's infrastructure, systems, or data.
- Users must report any symptoms of virus or other malware infection, including considerably slower computer response time, inexplicable loss of files, changed modification dates for files, increased file sizes, notification from business contacts or coworkers of unusual email activity, and total failure of computers. **Call 817-413-4499 (Option 2).**
- Any equipment with a suspected malware infection of any kind must remain unused and disconnected from WSTC's network until IT staff have assessed the equipment and verified it is free of all malware.

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All inbound and outbound email within the system is scanned for spam, phishing, spoofing, and malware. Any email that poses a risk to WSTC equipment, systems, and/or data may be blocked and/or quarantined. No security software is 100% effective. Therefore, email users must use extreme caution when opening e-mail messages, links, and attachments received from unknown or unexpected senders, which may employ social engineering tactics or contain viruses and other malware. See the Email section for more information on WSTC's email system.

Malware Prevention & Awareness

All WSTC Users must take responsibility for minimizing the risk of their assigned equipment/devices infecting other equipment or shared files on WSTC's network. Despite the best security measures employed by IT, systems can still be at risk due to the rapid proliferation of malicious code via email, shared files, and other methods. Therefore, in addition to maintaining updated antivirus software, all WSTC Users must follow these best practices:

✓ Any potentially infected equipment/device must be removed from WSTC's network IMMEDIATELY.	✓ Do not click on web ads or popups.
✓ Do not open email attachments or click on links from unknown or unsolicited senders.	✓ Do not plug unauthorized removable media or mobile devices into WSTC equipment.
✓ Hover over email attachments and/or links to confirm the file extension or URL.	✓ Do not visit unsecure/inappropriate websites or use bypass proxy apps or websites.
✓ Do not open attachments commonly associated with malware (.exe, .vbs, .com, .bat, .docm)	✓ Do not download or run unauthorized programs.
✓ Do not respond to or forward suspicious emails.	✓ Report phishing emails using the Report Message button in Outlook.
✓ If the Report Message button is unavailable, email SCREEN SHOTS ONLY to cso@workforcesolutions.net	✓ Watch for Policy Tips at the top of emails identifying potential phishing or spoofing.
✓ Permanently delete suspicious emails from your inbox (Shift+Delete).	✓ Watch for advisory emails from IT and regularly check the IT Hub for information regarding potential threats.
✓ Do not disable any security controls (antivirus, content filtering, personal firewall settings).	✓ When in doubt, ALWAYS call the IT at 817-413-4499 (Select Option 2).

O. Email & Communications Use

WSTC's email and other communication systems are made available to authorized WSTC Users for business purposes. To manage these systems and enforce security, WSTC may capture and inspect any communications stored on or passing through its Information Resources, including, but not limited to, emails, instant messages and texts, meeting and call recordings, and interactions with generative AI. When utilizing WSTC communication systems, Users must remain professional and follow their security and privacy awareness training. WSTC may block or remove any communications found to violate WSTC policies or State and Federal law. Additional standards and guidelines regarding specific communication types are discussed in the following sections.

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Email

WSTC's email system has been configured to allow WSTC Users to conduct WSTC business securely while minimizing the risk to WSTC Information Resources. IT utilizes security measures, such as spam and phishing filters, message quarantine, and message reporting features. However, WSTC Users play an important role in this process. Users must consistently utilize these tools to securely communicate and provide feedback to IT on the effectiveness of email security controls.

Users acknowledge that:

- Sending Confidential information, especially SPI, via email should be avoided unless there is no reasonable alternative (e.g. WIT State ID). See the Data Handling & Incident Reporting Guide for more information.
- If Confidential information must be emailed, WSTC Users must encrypt the email using an approved trigger phrase in the subject line (e.g. <Encrypt>, [Encrypt], Encrypt This, $$). Instructions on how to encrypt a WSTC email are published on the IT Hub.
- **All emails sent outside the WSTC domain (workforcesolutions.net) must be encrypted.**
- Even if a recipient is authorized to receive Confidential information, the email must still be encrypted to fully protect the information.
- Access to the WSTC email system requires set up and use of multi-factor authentication (MFA) through a mobile app (Microsoft Authenticator). Users may use WSTC-issued or personal mobile devices for MFA.
- Email users must only send or receive email under their assigned account(s). If access to another user's email is required, message forwarding or delegated access must be used.
- Requests for read access to another user's email should be submitted through WSTC's Change Request system.
- Mass/bulk emailing campaigns to external recipients (i.e. customer or employer outreach) must be handled through TWC-provided tools (WIT) or other third-party tools that allow for opt-out and comply with State and Federal law. All third-party tools must be approved by IT prior to deployment.
- Excessively large messages (35 MB or higher) may be restricted by the email system. Request to increase inbound and/or outbound messages size limits should be submitted through WSTC's Change Request system.
- Users may review and request the release of certain emails quarantined by the email security system.
- All emails from external senders are identified by a dark blue banner at the top of the email.
- Users should not log into their personal email accounts (e.g., Gmail, Hotmail, Yahoo) using WSTC Information Resources without prior management approval as commercial email is often used to distribute malware.
- Users should handle all emails with caution, particularly emails that appear urgent or instruct the user to take some type of action (e.g. pay an invoice, change a password).
- Email users are encouraged to report any suspicious emails through the Report Message button in Outlook.
- Email users who believe they have clicked on a suspicious link or attachment or believe their email account has been compromised, must notify IT immediately. **CALL 817-413-4499, OPTION 2.**

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In addition to the restrictions outlined throughout this policy, the following email activity is prohibited:

- Transmitting WSTC/TWC Sensitive or Confidential information to or from personal email accounts (e.g., Gmail, Hotmail, Yahoo);
- Using a personal email account to conduct WSTC business;
- Transmitting unencrypted Confidential information;
- Conducting WSTC business through email systems owned/managed by external entities, such as other workforce development boards or community partners, not covered under a contract, memorandum of understanding, or similar agreement with WSTC;
- Unauthorized use or forging of email header information;
- Violating copyright laws by inappropriately distributing protected works;
- Posing as anyone other than oneself when sending email, except when authorized to send messages for another while serving in an administrative support role; and
- Using unauthorized e-mail software.

Calling & Voicemail

WSTC makes available desk phones and cell phones for authorized users to conduct WSTC business. All call and voicemail services must be purchased and configured by the IT/Facilities Department. In addition to desk phone handsets, IT may configure external dialing functionality through Teams or other collaboration tools. The use of unapproved calling or voicemail services, such as Google Voice, is prohibited. Call recording is only authorized for designated roles and must be configured by IT.

Voicemail is configured on all WSTC-issued desk phones and cell phones with passcode protection. Voicemail passcodes must be treated as confidential and protected accordingly. Voice mailboxes have limited storage space so users must check their voicemail regularly and remove unneeded messages on a regular basis. Users must not instruct callers to leave confidential information on their voicemail and must not leave confidential information on the voicemail of others.

Instant Messaging & Texting

Instant messaging (IM) is a tool that provides a means of text-based communication between two or more users on a real-time basis. WSTC supports the use of approved IM software and services for job-related activities. As with all WSTC Information Resources, the use of IM software is subject to the restrictions in this and other WSTC policies.

Users acknowledge that:

- All communications or “conversations” conducted in the IM environment are subject to review, recording, monitoring, logging, inspection, and retention.
- Only WSTC-approved IM software and services must be used for job-related activities. A listing of WSTC-approved software and services is published on the IT Hub.
- Installation and/or use of any non-standard IM software or service, including, but not limited to, Google Chat, Google Voice, Skype or Teams commercial, Yahoo Messenger, and Facebook Messenger, must be approved through security exception procedures.
- IM communications with any external user, such as vendors, contractors and customers, must be approved by IT Security Team and configured by IT.
- IT may revoke IM permissions and/or licenses at any time.

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In addition to the restrictions outlined throughout this policy, the following IM activity is prohibited:

- Sending Confidential information, especially SPI, via instant message;
- Using personal instant messaging services to conduct WSTC business;
- Using unauthorized instant messaging services; and
- Excessive personal use that may interfere with normal job-related responsibilities.

Text Messaging

Text messaging is a form of instant messaging conducted through telephone and cellular services. The IT/Facilities Department configures WSTC-approved texting platforms to facilitate the following text or short message service (SMS) communications:

- *Two-Way* – Text messages between one or more individuals. Examples: Appointment scheduling, eligibility or support service updates, and discussions with colleagues.
- *One-Way* – Text alerts or announcements sent to many individuals. Examples: Customer or employer outreach, event announcements, and office closure alerts.

All text message communications within WSTC are subject to the requirements outlined in the Instant Messaging section. Restrictions specific to texting are discussed below.

Users acknowledge that:

- Two-way texting with customers or participants must only be handled through WSTC-approved texting platforms (i.e. Textline).
- WSTC Users authorized to conduct two-way texting with customers or participants must be assigned a dedicated user account through an approved texting platform.
- Two-way texting with customers or participants must be authorized by the customer/participant through a signed Text Opt-in Form or a similar opt-in method.
- WSTC Users should avoid texting customers or participants through the native texting app (i.e. Apple Messages) on WSTC mobile devices.
- **Texting customers or participants from a personal device is prohibited.**
- **Texting SPI or other Confidential information is prohibited.**
- One-way texting must be handled through WSTC-approved texting platforms (i.e. WIT or Textline) that allow for opt-out and comply with State and Federal law.
- All text notifications distributed to the general public must be handled through the Communications & Events Department.

Web Conferencing

The IT/Facilities Department configures WSTC-approved web conferencing platforms to comply with WSTC and TWC security requirements. These configurations may include disabling settings, connectors, or apps within WSTC meetings that do not meet minimum security specifications or pose a significant risk to the organization or meeting attendees.

Users acknowledge that:

- WSTC meetings must be organized only through WSTC-approved web conferencing platforms. A listing of WSTC-approved software and services is published on the IT Hub.
- Only WSTC-approved artificial intelligence (AI) meeting assistant tools may be used in WSTC-organized meetings. See the Generative AI section for more information.

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- Online meetings where confidential WSTC business is discussed are considered Sensitive Locations and must be secured according to the requirements in the State-Prohibited Technologies section of this policy.
- WSTC Users must close or minimize all screens containing unneeded Confidential or Sensitive information prior to sharing their screen.
- WSTC Users must clear their workspace of unneeded Confidential or Sensitive information prior to enabling their webcam.
- Users must not use a personal device to join a meeting where WSTC business is conducted.
- To preserve bandwidth, users should mute their mics and turn off their webcams, unless they are speaking or the meeting organizer has requested cameras and mics be enabled.
- WSTC Users who give another attendee control of a WSTC meeting through screen sharing will be held responsible for that user's actions.
- Meetings with chat functionality enabled are subject to the requirements outlined in the Instant Messaging & Texting section of this policy.

Generative AI

Generative artificial intelligence (GenAI) is an emerging artificial intelligence technology that allows a machine to generate content, such as text, audio, and images, at the request of a user. GenAI tools have the potential to increase productivity for WSTC Users, but if not implemented responsibly, GenAI could introduce new privacy and security risks that could negatively impact WSTC as well as its customers and business partners.

As previously stated in this policy, all Information Resources used to conduct WSTC business must be evaluated and approved prior to use. In addition to traditional IT equipment and systems, this requirement applies to implementation of standalone GenAI technologies as well as enabling GenAI tools within existing systems and services. Due to the elevated risk associated with GenAI, GenAI technologies used within WSTC must be reviewed and approved by the Cybersecurity Governance Committee.

Access to approved GenAI tools is limited to authorized WSTC Users based upon role and demonstrated business need. Users must be trained in the appropriate and responsible use of GenAI and must adhere to the requirements outlined in this policy.

Users acknowledge that:

- Users must only utilize WSTC-approved GenAI to conduct WSTC business. See the Standard/Non-Standard Software List for more information.
- GenAI is designed to process and respond to information but does not have the ability to safeguard or protect Confidential information. Users must not share Sensitive or Confidential information, including PII or SPI, with GenAI tools.
- Users should exercise caution and avoid sharing any information that could compromise WSTC's security or violate privacy laws.
- Users must protect TWC information and prohibit the sharing of non-public information (Agency Sensitive, Confidential, and regulated data). See TWC Information Security Manual, 3.1.2 Data Classification policy for details.
- Users must follow all security protocols and guidelines provided by WSTC when using GenAI. This includes, but is not limited to, password protection, encryption, and secure network connections.
- Users are expected to engage with GenAI in a professional manner.

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- GenAI may not always produce completely accurate or up-to-date responses. Users are responsible for independently verifying the information provided by GenAI when necessary.
- Users must use GenAI in compliance with all applicable laws, regulations, and ethical standards. This includes, but is not limited to, laws related to data privacy, intellectual property, defamation, and discrimination.
- WSTC may disable any GenAI tool or revoke access to any GenAI technology at any time.
- Users are encouraged to provide feedback on the performance, accuracy, and usability of GenAI tools.
- Users must report any actual or suspected incidents related to GenAI use, including concerning or inappropriate behavior from GenAI tools or compromise of any account used to access WSTC-approved GenAI technology.

Social Media

The use of public social media sites to promote organizational activities requires written pre-approval from the Communications & Events Director who serves as WSTC's Public Information Officer (PIO). Approval is at the discretion of the PIO and may be granted upon demonstration of a business need and a review and approval of service agreement terms. Final approval by the PIO should define the scope of the approved activity, including, but not limited to, identifying approved users.

Organizational use of any social media on the State-prohibited technologies list must be approved by the Executive Director and follow security exception procedures.

Unless specifically authorized, the use of WSTC email addresses on public social media sites is prohibited. In instances where users access social media sites on their own time utilizing personal resources, they must remain sensitive to expectations that they will conduct themselves in a responsible, professional, and secure manner with regard to references to the organization and staff. These expectations are outlined below.

Use of Social Media within the Scope of Official Duties

The PIO, or designee, must review and approve the content of any posting of public information, such as blog comments, tweets, video files, or live streams, to social media sites on behalf of WSTC. However, PIO approval is not required for postings to public forums for technical support, if participation in such forums is within the scope of the user's official duties, has been previously approved by his or her supervisor, and does not include the posting of any Sensitive or Confidential information, including specifics of IT infrastructure. In addition, PIO approval is not required for postings to private, WSTC-approved collaboration sites (e.g., Teams). Blanket approvals may be granted, as appropriate.

Accounts used to manage the organization's social media presence are privileged accounts and must be treated as such. These accounts are for official use only and must not be used for personal use. Passwords of privileged accounts must follow password security standards, be unique on each site, and must not be the same as passwords used to access other Information Resources.

Guidelines for Personal Use of Social Media

WSTC Users should be sensitive to the fact that information posted on social media sites clearly reflects on the individual and may also reflect on the individual's professional life. Consequently,

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Users should use discretion when posting information on these sites and be conscious of the potential perceptions of and responses to the information. It is important to remember that once information is posted on a social media site, it can be captured and used in ways not originally intended. It is nearly impossible to retract, as it often lives on in copies, archives, backups, and memory cache.

WSTC Users should respect the privacy of all WSTC staff and not post any identifying information of any other WSTC Users without permission, including, but not limited to, names, addresses, photos, videos, email addresses, and phone numbers. Users may be held liable for comments posted on social media sites.

If a social media posting or other electronic message could be construed to be an official communication, a disclaimer is strongly recommended. A disclaimer might be: "The views and opinions expressed are those of the author and do not necessarily reflect those of the Workforce Solutions for Tarrant County."

Users must not use their personal social media accounts for WSTC business or log into their personal social media accounts using WSTC Information Resources. Users are strongly discouraged from using the same passwords in their personal use of social media sites as those used on WSTC devices and systems, to prevent unauthorized access to resources if the password is compromised.

P. Media Sanitization & Disposal

Sanitization and disposal of all WSTC Information Resources, including electronic and hard copy (print) media, must be handled following the National Institutes of Standards and Technology (NIST) Special Publication 800-88 Guidelines for Media Sanitization. In order to ensure these guidelines are followed, the IT/Facilities Department must coordinate all sanitization and disposal of WSTC-owned equipment and/or media through authorized methods and vendors. Authorized methods vary depending on multiple factors, including, but not limited to, media type, confidentiality level of data stored on said media, and future plans for the media and/or equipment. See the Data Classification Matrix and Data Handling & Incident Reporting Guide for more information.

Sanitization of electronic media and equipment, including clearing and/or purging stored data, is handled by the IT Operations Unit. Final disposal of all media and equipment, including procurement of certified destruction vendors and documentation, is handled by the Facilities Unit.

Electronic Media & Equipment

Any equipment and/or electronic storage media owned, leased, or rented by WSTC must be turned into the IT/Facilities Department for evaluation, sanitization, verification, and ultimate disposal. Examples of applicable equipment and/or media include, but are not limited to:

- Hard disk drives (external or internal)
- Solid state drives (external or internal)
- Backup tapes
- Optical disks of any type
- Mobile devices
- Diskettes
- Memory cards/sticks

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- Flash drives
- Copy, print, fax, and multifunction machines with data storage capability
- Portable mass storage devices
- Audio/video players/recorders

WSTC Users must ensure that any WSTC records stored on computer hard disks or electronic media are properly identified and can be disposed of in accordance with current WSTC records retention policies and procedures.

Hard Copy Media & Shredding
Hard copy (print) media containing Sensitive or Confidential information must be destroyed using a shredder or equivalent destruction method. Due to the cost of purchasing, operating, and maintaining NIST 800-88 compliant shredders, WSTC engages certified shred vendors to securely collect and dispose of hard copy media.

Users acknowledge that:

- WSTC Users must deposit any print media, including participant files and PII, in locked shred bins distributed at WSTC locations.
- Only WSTC-approved shred bins may be used at WSTC locations.
- The use of shredders at WSTC locations must be approved in accordance with security exception procedures.
- Approved shredders must use cross-cut functionality and be issued by the Facilities Unit.
- Prior to being placed in approved shred bins or shredders, printed Confidential information should be blacked out using an identity theft protection roller stamp or equivalent marking method.

V. Exceptions

Any exceptions to this policy must be approved via the WSTC Security Exception Procedure.

VI. Enforcement

Any WSTC Users found to have violated this policy may be subject to administrative or disciplinary action, up to and including termination of employment for employees; termination of contracts and/or recoupment of funds for contractors, subcontractors, and partners; and civil liability and/or criminal prosecution.

VII. Distribution

This policy is to be distributed to all WSTC Users, including employees, contractors, subcontractors, and partners.

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Policy History

Version	Date	Description	Responsible
1.0	4/29/2025	Initial draft released to Jack Cummings	Shauna Camp
1.0	4/30/2025	Draft reviewed, no changes	Jack Cummings
1.0	5/3/2025	Version 1.0 published for Executive Director's approval	Shauna Camp
1.0	5/5/2025	Approved by Executive Director	Robert Sturns

References:

Federal

NIST 800-53 Controls – AC-01, AC-02, AC-03, AC-06, AC-07, AC-08, AC-12, AC-17, AC-18, AC-19, AC-20, AT-01, AT-02, AT-03, AU-01, AU-02, AU-06, CA-01, CA-03, CA-06, CA-07, CM-03, IA-01, IA-02, IA-04, IA-05, IA-07, IA-08, IR-06, MP-01, MP-02, MP-06, MP-07, PE-02, PE-03, PE-05, PE-20, PL-04, PT-01, PT-02, PT-03, PT-05, PS-03, PS-06, PS-08, SC-04, SC-07, SC-08, SC-10, SC-13, SC-25, SI-03, SI-04, SI-08, SI-12(1)
NIST 800-88 Revision 1 – Guidelines for Media Sanitization
FIPS 140-2 - Security Requirements for Cryptographic Modules

State

Texas Cybersecurity Framework – Privacy and Confidentiality; Enterprise Security Policy, Standards, and Guidelines; Security Assessment and Authorization/Technology Risk Assessments; Security Awareness and Training; Privacy Awareness and Training; Cryptography, Change Management; Media; Physical and Environmental Protection; Personnel Security; Third-Party Personnel Security; Access Control; Account Management; Security Systems Management; Network Access and Perimeter Control; Internet Content Filtering; Data Loss Prevention; Identification & Authentication; Spam Filtering; Portable & Remote Computing; System Communications Protection; Audit Logging and Accountability; Malware Protection; Security Monitoring and Event Analysis; Privacy Incident Response; Cybersecurity Incident Response; Disaster Recovery Procedures
State-Prohibited Technologies | Texas Department of Information Resources
WD 02-18, Change 1 – Handling SPI and Other Confidential Information - Update
WD 11-16, Change 1 – Access and Data Security for Workforce Applications - Update
WD 29-22, Change 2 – Ban of TikTok and Other Nonwork-Related Social Network Services - Update
TWC Information Security Manual, Version 5.0
TWC Board Guidelines for Security

WSTC

Information Security Policy
Data Classification Policy
Personnel Security Policy
Data Handling & Incident Reporting Guide
Requesting or Renewing a Security Exception
Standard/Non-Standard Software List
Minimum Specifications for Partner Computers
WSTC IT Hub

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.

This document is intended to set forth minimum standards and best practices for protecting PII, SPI, and other information classified as Board Sensitive or Confidential (see Data Classification Section). This guide applies to all data in WSTC's possession and all WSTC Users, including employees, contractors, subcontractors, and third-party service providers. The words "information" and "data" are used interchangeably throughout.

If you have any questions or concerns regarding data handling procedures, ask your supervisor or email privacy@workforcesolutions.net.

Personally Identifiable Information (PII) is any information that identifies an individual, directly or indirectly. 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
- Attendees of a public meeting

Sensitive Personal Information (SPI) is a subset of PII that alone or in combination with available information can identify an individual. The loss, compromise, or unauthorized disclosure of SPI could result in substantial harm to an individual. Therefore, this information needs safeguarding. Examples of SPI include an individual's first name or first initial and last name in combination with any one or more of the following items:

- Social security number*
- Driver's license number
- Bank account number or PIN
- Personal health information
- Passwords or authentication information such as mother's maiden name or last 4 of SSN
- Federal tax information
- Criminal history
- Citizenship or immigration status
- Full date of birth
- Address or identity of a program participant

*SSNs alone are always considered SPI. For more information, see **TWC's Sensitive Personal Information Training**.

Context Matters – The context in which PII is collected or held may limit with whom and when the information may be shared and determine whether it is SPI. Examples include:

- A list of names in a phone book is just PII and not sensitive, but the same list identified as SNAP Participants is SPI and confidential.
- A UI claimant's address on a voter registration list is PII and considered a public record. However, the same home address collected from a confidential source such as a State system (e.g. TWIST, WIT, Mainframe) is SPI and confidential.

Workforce Solutions for Tarrant County
Data Handling & Incident Reporting Guide

Data Classification

All data in WSTC's possession must be classified in one of three groups of sensitivity:

Confidential - Information that is prohibited by law from disclosure and intended for use within WSTC. Its unauthorized disclosure, modification, or destruction could hurt WSTC, the people it serves, its employees, and its business partners.

Public - Information that is available to the general public and intended for distribution outside the organization.

Board Sensitive - Information that does not clearly fit into the other classifications. This information may be requested under the Texas Public Information Act.

Data Classification Examples

Public	Board Sensitive	Confidential
Brochures, job opening announcements, press releases, statistical data, public web postings	Internal policies, training materials, WSTC telephone directories, draft documents not approved for release	SPI, participant information, FMLA information, background checks, network/infrastructure information, investigation notes

This data classification system is designed to assist WSTC Users in identifying and securing critical information that requires protection against unauthorized disclosure, use, modification, and deletion. *Board Sensitive and Confidential information, such as PII and SPI, require special protections (i.e. security controls) which are identified throughout this guide.*

Information Labeling - All WSTC Users must label or include a classification tag for all correspondence containing Board Sensitive or Confidential information sent outside WSTC. Labeling may be in the form of a heading or footer on a paper document, a sentence in an encrypted email, or a fax cover sheet.
Example: "This correspondence includes confidential information and may not be used except as specifically authorized by law."

For additional information on protecting information according to classification, see the WSTC Data Classification Policy and Data Classification Matrix published on the IT Hub.

Physical Security

- All WSTC-managed facilities must be security guarded or utilize other perimeter security controls.
- All visitors must sign in and out and wear a visitor badge while visiting WSTC-managed facilities.
- All guests visiting non-public areas must be escorted at all times.
- At least 2 barriers of protection for **SPI** must be maintained at all facilities used by WSTC Users.
  Examples of barriers include:
    - Staff presence and/or escort;
    - Locked office, locked desk or filing cabinet, or other lockable container;
    - Access control system such as a badge/card reader;
    - Out of plain view (as a second barrier only).
- Any equipment used to access **SPI**, such as access badges, keys, or telecommunications devices used for authentication purposes, must be secured using the two-barrier minimum standard.

- When possible, shred documents that include **SPI** and other **Confidential** information after use.
- Store documents containing **SPI** in a locked location when not actively in use.
- Never leave documents that include **SPI** and other **Confidential** information in plain view.

Electronic Security

- Only WSTC-approved equipment/systems may be used to send, receive, process, access, and store PII or other WSTC data.
- Do not conduct WSTC business on personal devices, which includes accessing any WSTC or State-owned data, applications, email accounts, websites (e.g. staff areas in WIT), non-public facing communications, VoIP, SMS, and video conferencing.
- Do not share passwords or any data or equipment used for authentication and identification purposes.
- Use strong passwords with a minimum of 14 characters and a mixture of upper and lowercase letters, numbers, and special characters.
- Enable multi-factor authentication on all accounts that support the feature.
- Lock or log off computers when leaving them unattended, no matter for how short a time.
- Files containing **SPI** may be stored in **shared file storage locations, such as network share drives or SharePoint,** only if access is restricted to those with a need to know through permission settings or passwords.
- **SPI** 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 to confirm if your encryption method meets this standard.*

Proximity Awareness

When **SPI** 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 **SPI**. This requirement also applies when working remotely or using online collaboration tools, such as screensharing or webcams in Zoom or Teams meetings.

Emailing

- Email PII only to authorized individuals with a legitimate need to access said information.
- SPI, such as SSNs 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).
- **SPI** and other **Confidential** 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 14 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 **SPI** 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 *Encrypt This, <Encrypt>,* ***[Encrypt],*** **or** ***$$*** in the subject line.

- Double-check that the name AND email address in the "To" field are the intended recipient.
- Avoid unnecessary forwarding and/or copying of emailed PII.
- Do not send **SPI** 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.
- Use caution when using the Reply All function.
- All emails sent outside WSTC and containing Board Sensitive or Confidential information must include a confidentiality label or statement. Example:

  CONFIDENTIALITY NOTICE: This email, including attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, or disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the original message.

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 **SPI** and other **Confidential** information.
- Minimize the time **SPI** is left on printers, scanners, and faxes.
- When faxing **SPI**, 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 **SPI** should be reported as a possible privacy incident.
- All faxes must be sent with a cover page including the recipient's name and fax number and the sender name and fax number as well as a confidentiality statement at the bottom of the page. Example:

  CONFIDENTIALITY NOTICE: The information contained in this facsimile may be confidential and legally privileged. It is intended only for use of the individual named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this fax – except its direct delivery to the intended recipient – is strictly prohibited. If you have received this fax in error, please notify the sender immediately and destroy this cover sheet along with its contents, and delete from your system, if applicable.

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.
- Intra-office mail containing **SPI** must be in a sealed envelope (i.e. taped or glued).
- Electronic devices and/or media must be encrypted prior to mailing.

Phone Transmission

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

Transporting

- Transported **SPI** must remain with the individual and kept from unauthorized disclosure.
- Only authorized WSTC Users designated by management may transport **SPI**.
- All **SPI** removed from an office must be documented **using** a sign-out/sign-in protocol or other logging method **that maintains a record of custody**.
- **All transportation of SPI, including via electronic media, must be documented on a transmittal form and monitored to ensure that SPI is properly and punctually received and acknowledged**.
- Laptops, mobile devices, portable storage devices, and files containing **SPI** must not be left in vehicles unattended for significant periods of time. If **SPI** must be left for a short period of time, the **SPI** must be placed in the trunk, if available, or out of plain sight. The vehicle must be locked.
- Transported PII must be **immediately** removed and secured upon arrival at the intended destination.

Disposal/Destruction

- **SPI** and other **Confidential** information, in electronic and paper form, must be destroyed in accordance with TWC guidelines at the end of WSTC's retention policy period.
- Printed **SPI** 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 **SPI** and other **Confidential** information.
- Computer drives, mobile devices, and other electronic storage devices containing **SPI** must be wiped utilizing NIST 800-88 approved methods prior to being reissued or when they are designated for disposal. *Return all electronic devices to the IT Department for reissuance or disposal.*

Telework/Remote Work

- All WSTC-owned data, software, equipment, supplies, documents, and work products must be properly secured (e.g. locked home office, file cabinet, drawer, or hotel safe).
- **SPI**, in either paper or electronic format, must not be taken home or to any remote worksite, unless required to conduct WSTC business and appropriately secured.
- Do not use personal equipment/systems (e.g. computer, phone, printer, email, and personal cloud storage) to conduct WSTC business.
- Connect through the WSTC Virtual Private Network (VPN) whenever possible.

  - VPN access is only authorized on IT-approved equipment.
  - Do not use unsecured Wi-Fi when accessing WSTC/TWC data.
- Never disclose confidential or sensitive data to unauthorized personnel, including friends and family.
- Keep your devices and security software updated with the latest patches.
- Designate and maintain a workspace free from hazards and unreasonable distractions or disturbances from children, pets, family members, and others.
- Do not allow family, friends, or other unauthorized individuals to use WSTC-furnished equipment.
- Always adhere to WSTC IT policies and procedures, no matter your work location.

Security/Privacy Incidents

Security Incident (aka Cybersecurity Incident) - An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits; or that constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. Examples of security incidents:

- Clicking on a potentially malicious link or opening a potentially malicious attachment;
- Unexpected or unwanted applications running on devices;
- Malicious changes to WSTC's website or social media accounts;
- Loss or theft of any computer equipment, mobile devices, removable media, or other data storage devices and media used to conduct WSTC business.

Cybersecurity incidents often lead to privacy incidents.

Privacy Incident - The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where a person other than an authorized user accesses or potentially accesses PII in usable form, whether physical or electronic; or an authorized user accesses or potentially accesses PII for an unauthorized purpose. The term encompasses both suspected and confirmed incidents, whether intentional or inadvertent, involving PII which raise a reasonable risk of harm. Examples of privacy incidents:

- Emailing **SPI** to the wrong person or to your personal email account;
- Unauthorized persons found in restricted areas;
- Confidential information found in unsecure locations, such as recycle bins and trash cans;
- Disgruntled employee using **SPI** to commit fraud;
- Loss or theft of personnel or customer files/paperwork.

Incident Reporting Responsibilities

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

- Notify your supervisor/manager AND the Chief Security Officer (817-413-4499 or through Incident Report form) immediately, **and no later than 24 hours, from incident discovery**.
- At the time of discovery, secure affected equipment, systems, and/or data from further compromise.
- 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.

Reporting 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. Click the Report Message button in Outlook, select Phishing, and click Report.*

*If the Report Message button is unavailable, send a SCREENSHOT ONLY to cso@workforcesolutions.net for review. Then highlight the email in your message list and press the Shift and Delete keys simultaneously to permanently delete the email from your account.

Version History

Version	Date	Description	Responsible
1.0	11/1/2017	Document created and Version 1.0 published	Shauna Camp
2.0	3/21/2019	Handling instructions updated to align with WD 02-18	Shauna Camp
3.0	3/1/2021	"Sensitive PII" changed to "Sensitive Personal Information" to align with TWC Privacy Manual. "Employee" changed to "user" to include third parties. Requirements added to Physical Security, Emailing, Telecommuters. Suspicious Emails section added.	Shauna Camp
4.0	2/9/2024	Data Classification added and references added throughout. Information on context added to Terminology. Requirements added to Electronic Security, Proximity Awareness, Emailing, Faxing, Mailing. Telecommuters section changed to Telework/Remote Work and requirements added. Security and Privacy Incident definitions updated. Report Message option added to Suspicious Emails.	Shauna Camp
5.0	9/25/2025	"PII and other sensitive information" changed to "SPI and other confidential information" to align with WD 02-18, Change 1. Updated Cybersecurity and SPI Training links. References to "PII" changed to "SPI" throughout. Traveling, Transporting, and Storage in Vehicles Section changed to "Transporting" and requirements added. Requirements added to Electronic Security and Incident Reporting Responsibilities Sections. Updates in **Bold** throughout.	Shauna Camp

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE P-TECH MODEL MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH

EXECUTIVE SUMMARY:

This Memorandum of Understanding is to renew the P-TECH Water program at TCC South/FWISD Collegiate High School. This program provides Fort Worth ISD students with the opportunity to earn their high school diploma while pursuing an associate degree. The program offers opportunities for the students to obtain both industry-based certifications and work-based learning opportunities during their senior year in high school, leading to sustainable wages and opportunities in our community and beyond. The MOU is being presented in November based on the timing of this year's renewal. The renewal cycle will be aligned going forward so that this agreement is brought forward with the district's other P-TECH MOUs.

RECOMMENDATION:

Approve P-TECH Model Memorandum of Understanding Between Fort Worth Independent School District and the City of Fort Worth

THEORY OF ACTION PILLAR:

4 - Excellent CCMR Pathways for Graduates

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

City of Fort Worth

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

TCC South/FWISD Collegiate High School

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

FIRST AMENDMENT AND FIRST RENEWAL OF
P-TECH MODEL MEMORANDUM OF AGREEMENT

This FIRST AMENDMENT AND FIRST RENEWAL OF MEMORANDUM OF AGREEMENT ("First Amendment and First Renewal") is made and entered into by and between the CITY OF FORT WORTH ("City"), and the FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the State of Texas and a legally constituted Independent School District , acting by and through its duly authorized representative in regard to the implementation of the Pathways to Technology Early College High School ("P-TECH") model at TCC South/FWISD Collegiate High School (the "Program). The City and FWISD are herein referred to individually as a ("Party") and collectively as the ("Parties").

WHEREAS, on December 20, 2025, the City and FWISD entered into an Interlocal Agreement ("MOU") for developing, supporting and operating TCC South/FWISD Collegiate Energy Technology Early College High School at TCC South Campus ("School");

WHEREAS, the Agreement provides that the term may be renewed for two (2) additional one-year terms (each a "Renewal Term"), provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties have agreed in writing to renew this MOU;
2. Either part is not in default of the MOU; and
3. The MOU has not been terminated;

WHEREAS, it is the collective desire of the Parties to extend the Agreement for the First Renewal Term.

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

I.

1. Section A.2 of the Agreement is hereby amended to be and read as follows:

A.2 As is practicable and allowable with City policy, the City will provide mentoring to participating students. The number of students mentored and the professions of the mentors will be decided collaboratively between the City and the other Program industry participants as the Program progresses. Prior to performing services under this MOU, all mentors must register and clear the required criminal background check as outlined by Raptor (FWISD's volunteer database system), or any other volunteer database system that may be in use by the District.

II.

The City and FWISD hereby agree to renew and extend the Agreement for an additional one-year period, effective beginning on December 20, 2026 and expiring on December 20, 2027, ("First Renewal Term").

III.

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

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

[Signature Page Follows]

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

CITY:	**FWISD:**
By: _____ Name: Dana Burgdoff Title: Assistant City Manager Date: _____	By: _____ Name: Peter Licata Title: Superintendent - Fort Worth ISD Date: _____ **FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION** By: _____ Name: Peter Geren Title: Board President Date: _____ **FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY** By: _____ Name: Sid Pounds Title: General Counsel Date: _____

FOR CITY OF FORT WORTH INTERNAL PROCESSES:

Approval Recommended:	**Contract Compliance Manager:**
By: _____ Name: Dave Lewis Title: Director – Park & Recreation Department By: _____ Name: Monique Hill Title: Assistant Director – P&R Department **Approved as to Form and Legality:** By: _____ Name: Hye Won Kim Title: Assistant City Attorney	By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Sheri Endsley Title: District Superintendent P&R Department By: _____ Name: Jannette S. Goodall Title: City Secretary

Contract Authorization: M&M: Form 1295: N/A	

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE SCHOOL LIBRARY ADVISORY COUNCIL RECOMMENDATION LIST

EXECUTIVE SUMMARY:

Library materials recommended by the School Library Advisory Council (SLAC) are reviewed through a process in accordance with Texas Education Code, Senate Bill 13, and Board Policy EFB (LOCAL) - Instructional Resources: Library Materials. Professional library staff and SLAC evaluate the materials using the District's Library Materials Selection Criteria and Collection Development Guidelines to ensure alignment with instructional goals and provide students with high-quality, developmentally appropriate resources that support literacy and learning.

In accordance with Board Policy and SB 13, the recommendation list for August 2026 has been publicly posted for at least 30 days prior to the meeting. The list is available on the School Library Advisory Council web page.

RECOMMENDATION:

Approve School Library Advisory Council Recommendation List

THEORY OF ACTION PILLAR:

1 - Excellent Academic Performance for All Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Library Media Services

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Curriculum and Instruction

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: JULY 1, 2026 – SEPTEMBER 30, 2026

EXECUTIVE SUMMARY:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the district in accordance with CDA (LEGAL). The report for the period July 1, 2026 – September 30, 2026, contains all reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2026 – September 30, 2026, totaled $6,876,727. All investments met the district's investment strategies and policies, with the district's primary goal being safety of investments and then liquidity of the investments.

RECOMMENDATION:

Approve the Quarterly Investment Report for the Period: July 1, 2026 – September 30, 2026

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Interest earnings for the period July 1, 2026 – September 30, 2026, totaled $6,876,727.

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Division of Business and Finance

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Finance and Operations

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

QUARTERLY INVESTMENT REPORT

JULY 1, 2026 - SEPTEMBER 30, 2026

MS. KELLIE SPENCER
Deputy Superintendent of Finance and Operations

MS. SHAMETRA GREEN
Interim Controller

MS. TONYA D. WRIGHT
Treasurer

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
July 1, 2026 - September 30, 2026

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.005(e) of the PFIA states that "Not less than annually, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Interest Earned during this period: $6,876,727

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM@Cost	Days To Maturity
Campus Activity Fund	6,925,297.87	6,925,297.87	6,925,297.87	1.10	3.91	
CIP-2017 Bond Fund	2,425,297.08	2,425,297.08	2,425,297.08	0.38	3.91	
CIP-2021 Bond Fund	348,221,793.06	348,221,793.06	348,221,793.06	55.11	3.97	8
Food Service Fund	22,935,033.34	22,935,033.34	22,935,033.34	3.63	3.91	
General Operating Fund	235,316,964.44	235,316,964.44	235,316,964.44	37.24	3.90	26
Interest & Sinking I Debt Service Fund	11,097,529.25	11,097,529.25	11,097,529.25	1.76	3.92	
Real Estate Proceeds	4,002,401.35	4,002,401.35	4,002,401.35	0.63	3.89	
Scholarships	956,807.89	974,104.84	978,042.00	0.15	4.04	88
Total / Average	**631,881,124.28**	**631,898,421.23**	**631,902,358.39**	**100.00**	**3.94**	**14**

DocuSigned by:
Kellie Spencer
0C74416E02E4490...
10/11/2026

Ms. Kellie Spencer, Deputy Superintendent of Finance and Operations — Date

Signed by:
Tonya D Wright
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10/9/2026

Ms. Tonya D. Wright, Treasurer — Date

Signed by:
Shametra Green
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10/9/2026

Ms. Shametra Green, Interim Controller — Date

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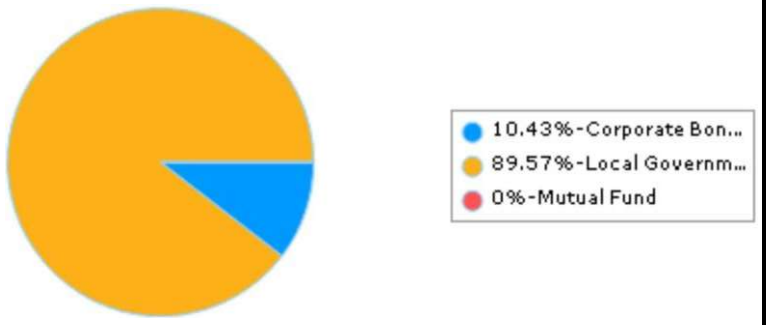
Fort Worth Independent School District
Distribution by Security Type - Book Value
All Portfolios

Begin Date: 6/30/2026, End Date: 9/30/2026

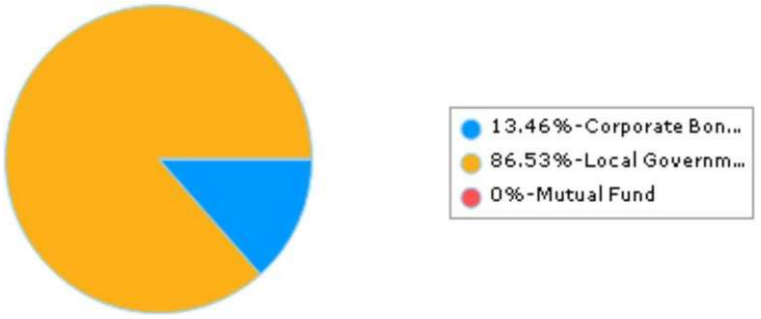
Security Type Allocation

Security Type	Book Value 6/30/2026	% of Portfolio 6/30/2026	Book Value 9/30/2026	% of Portfolio 9/30/2026
Corporate Bond	84,720,000.00	10.43	85,070,000.00	13.46
Local Government Investment Pool	727,502,129.76	89.57	546,808,912.39	86.53
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	**812,245,575.76**	**100.00**	**631,902,358.39**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



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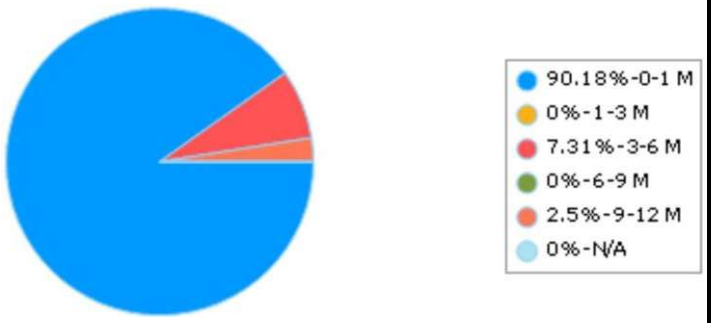
Fort Worth Independent School District
Distribution by Maturity Range - Market Value
All Portfolios

Begin Date: 6/30/2026, End Date: 9/30/2026

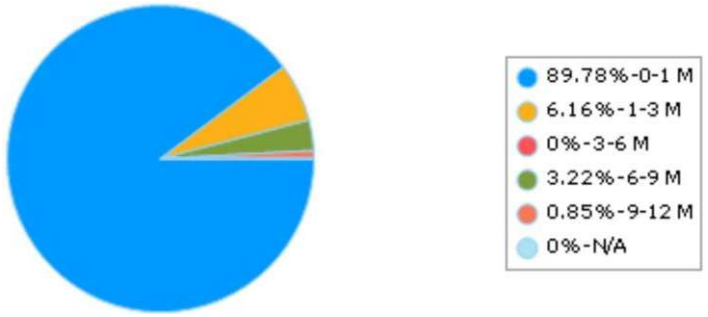
Maturity Range Allocation

Maturity Range	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 9/30/2026	% of Portfolio 9/30/2026
0-1 Month	732,502,129.76	90.18	567,308,912.39	89.78
1-3 Months	0.00	0.00	38,900,000.00	6.16
3-6 Months	59,400,000.00	7.31	0.00	0.00
6-9 Months	0.00	0.00	20,320,000.00	3.22
9-12 Months	20,320,000.00	2.50	5,350,000.00	0.85
N/A	20,459.95	0.00	19,508.84	0.00
Total/ Average	**812,242,589.71**	**100.00**	**631,898,421.23**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



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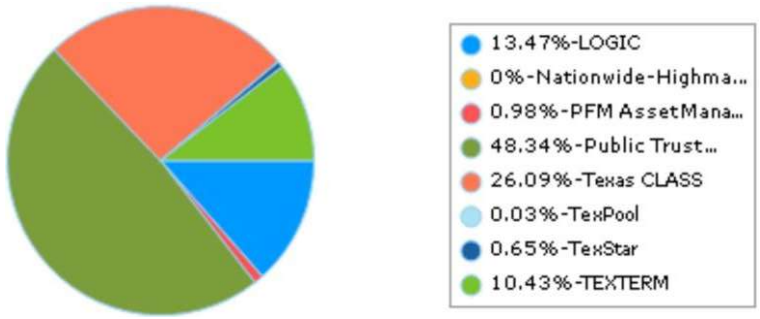
Fort Worth Independent School District
Distribution by Issuer - Market Value
All Portfolios

Begin Date: 6/30/2026, End Date: 9/30/2026

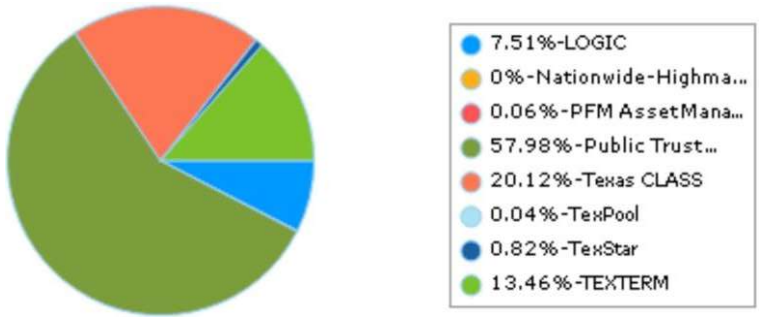
Issuer Allocation

Issuer	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 9/30/2026	% of Portfolio 9/30/2026
LOGIC	109,429,121.63	13.47	47,463,287.85	7.51
Nationwide-Highmark Bond	20,459.95	0.00	19,508.84	0.00
PFM Asset Managment	7,978,756.56	0.98	378,135.29	0.06
Public Trust Advisors	392,637,143.39	48.34	366,367,279.36	57.98
Texas CLASS	211,943,567.03	26.09	127,150,837.98	20.12
TexPool	245,403.51	0.03	247,695.72	0.04
TexStar	5,268,137.64	0.65	5,201,676.19	0.82
TEXTERM	84,720,000.00	10.43	85,070,000.00	13.46
Total / Average	**812,242,589.71**	**100.00**	**631,898,421.23**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



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Fort Worth Independent School District
Distribution by Issuer - Market Value

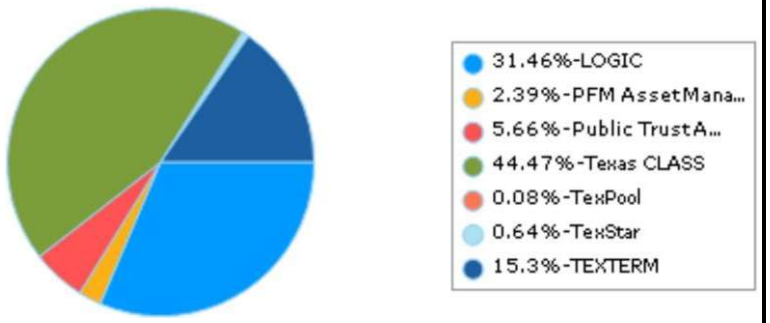
General Operating Fund

Begin Date: 6/30/2026, End Date: 9/30/2026

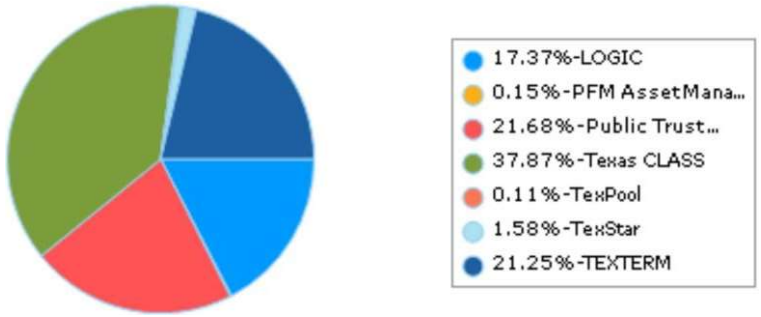
Issuer Allocation

Issuer	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 9/30/2026	% of Portfolio 9/30/2026
LOGIC	102,800,330.84	31.46	40,880,764.38	17.37
PFM Asset Managment	7,806,616.22	2.39	345,004.18	0.15
Public Trust Advisors	18,502,326.95	5.66	51,020,510.13	21.68
Texas CLASS	145,302,530.77	44.47	89,113,896.44	37.87
TexPool	245,403.51	0.08	247,695.72	0.11
TexStar	2,105,223.14	0.64	3,709,093.59	1.58
TEXTERM	50,000,000.00	15.30	50,000,000.00	21.25
Total / Average	**326,762,431.43**	**100.00**	**235,316,964.44**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



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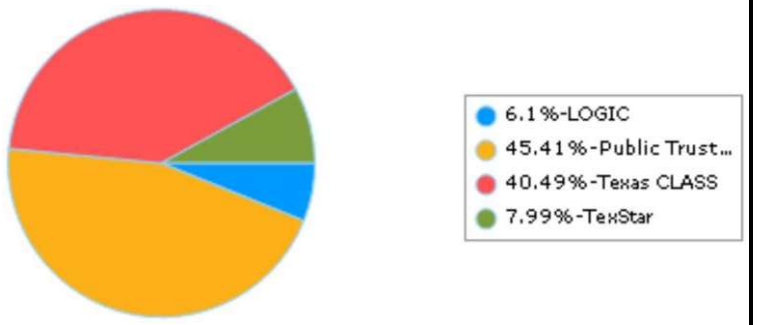
Fort Worth Independent School District
Distribution by Issuer - Market Value
Interest & Sinking | Debt Service Fund

Begin Date: 6/30/2026, End Date: 9/30/2026

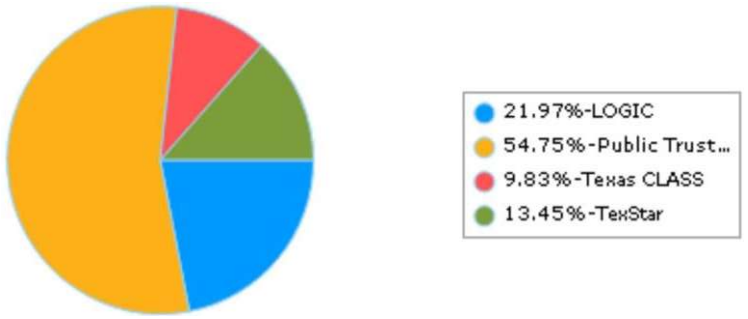
Issuer Allocation

Issuer	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 9/30/2026	% of Portfolio 9/30/2026
LOGIC	2,414,321.03	6.10	2,437,713.91	21.97
Public Trust Advisors	17,971,549.20	45.41	6,075,988.75	54.75
Texas CLASS	16,024,811.77	40.49	1,091,243.99	9.83
TexStar	3,162,914.50	7.99	1,492,582.60	13.45
Total/ Average	**39,573,596.50**	**100.00**	**11,097,529.25**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



Note: Decrease in market value is result of debt payments paid on 8/15/2026 in the amount of $31,718,025

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Fort Worth Independent School District
Distribution by Issuer - Market Value

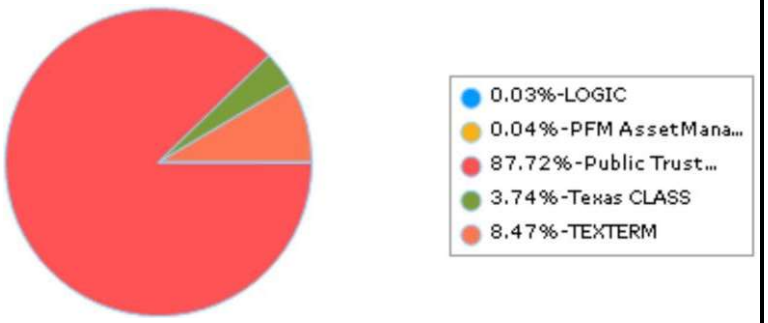
REPORT GROUP:BOND FUND

Begin Date: 6/30/2026, End Date: 9/30/2026

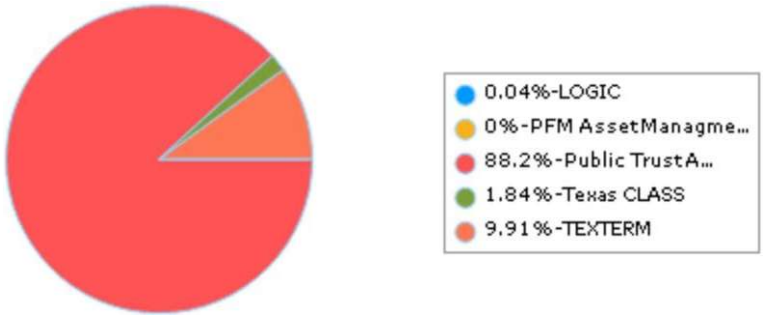
Issuer Allocation

Issuer	Market Value 6/30/2026	% of Portfolio 6/30/2026	Market Value 9/30/2026	% of Portfolio 9/30/2026
LOGIC	141,041.64	0.03	142,408.21	0.04
PFM Asset Managment	155,726.16	0.04	16,558.55	0.00
Public Trust Advisors	356,163,267.24	87.72	309,270,780.48	88.20
Texas CLASS	15,175,054.32	3.74	6,467,342.90	1.84
TEXTERM	34,400,000.00	8.47	34,750,000.00	9.91
Total / Average	**406,035,089.36**	**100.00**	**350,647,090.14**	**100.00**

Portfolio Holdings as of 6/30/2026



Portfolio Holdings as of 9/30/2026



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Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 9/30/2026

Description / CUSIP	Face Amount/ Shares	Settlement Date / YTM@Cost	Cost Value / Book Value	Market Price / YTM@Market	Market Value / Accrued Interest	% Portfolio / Unre. Gain/Loss	Credit Rating / Credit Rating	Days To Call/Maturity / Duration To Maturity
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	6,925,297.87	100.00	6,925,297.87	1.1%	S&P-AA+	
TXCLASS0005	6,925,297.87	3.91	6,925,297.87	3.91		0.00	NR	0
			6,925,297.87		**6,925,297.87**	**1.1%**		
Sub Total Campus Activity Fund	**6,925,297.87**	**3.91**	**6,925,297.87**	**3.91**		**0.00**		**0**
CIP-2017 Bond Fund								
Texas CLASS LGIP		5/4/2018	2,425,297.08	100.00	2,425,297.08	0.38%	NR	
TXCLASS0009	2,425,297.08	3.91	2,425,297.08	3.91		0.00	NR	0
			2,425,297.08		**2,425,297.08**	**0.38%**		
Sub Total CIP-2017 Bond Fund	**2,425,297.08**	**3.91**	**2,425,297.08**	**3.91**		**0.00**		**0**
CIP-2021 Bond Fund								
LOGIC LGIP		9/7/2022	142,408.21	100.00	142,408.21	0.02%	NR	
LOGIC13008	142,408.21	3.89	142,408.21	3.89		0.00	NR	0
PFM Asset Managment LGIP		11/23/2022	16,558.55	100.00	16,558.55	0%	NR	
PFM-1265-06	16,558.55	3.87	16,558.55	3.87		0.00	NR	0
Public Trust Advisors LGIP		6/5/2023	309,270,780.48	100.00	309,270,780.48	48.9%	NR	
SPP-0001	309,270,780.48	3.97	309,270,780.48	3.97		0.00	NR	0
Texas CLASS LGIP		2/27/2023	4,042,045.82	100.00	4,042,045.82	0.64%	NR	
TXCLASS0012	4,042,045.82	3.91	4,042,045.82	3.91		0.00	NR	0
TEXTERM 3.92 10/9/2026		4/15/2026	20,500,000.00	100.00	20,500,000.00	3.24%	NR	9
TEXTERM1265-071	20,500,000.00	3.92	20,500,000.00	3.92	368,316.67	0.00	NR	0.03
TEXTERM 3.97 12/9/2026		4/9/2026	8,900,000.00	100.00	8,900,000.00	1.41%	NR	70
TEXTERM1265-070	8,900,000.00	3.97	8,900,000.00	3.97	167,831.75	0.00	NR	0.19
TEXTERM 4.4 7/21/2027		7/24/2026	5,350,000.00	100.00	5,350,000.00	0.85%	NR	294
TEXTERM1265-072	5,350,000.00	4.40	5,350,000.00	4.40	43,156.67	0.00	NR	0.81
			348,221,793.06		**348,221,793.06**	**55.06%**		**8**
Sub Total CIP-2021 Bond Fund	**348,221,793.06**	**3.97**	**348,221,793.06**	**3.97**	**579,305.09**	**0.00**		**0.02**

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Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 9/30/2026

Description / CUSIP	Face Amount/ Shares	Settlement Date / YTM@Cost	Cost Value / Book Value	Market Price / YTM@Market	Market Value / Accrued Interest	% Portfolio / Unre. Gain/Loss	Credit Rating / Credit Rating	Days To Call/Maturity / Duration To Maturity
Food Service Fund								
Texas CLASS LGIP		2/14/2012	22,935,033.34	100.00	22,935,033.34	3.63%	S&P-AA+	
TXCLASS0002	22,935,033.34	3.91	22,935,033.34	3.91		0.00	NR	0
			22,935,033.34		**22,935,033.34**	**3.63%**		
Sub Total Food Service Fund	**22,935,033.34**	**3.91**	**22,935,033.34**	**3.91**		**0.00**		**0**
General Operating Fund								
LOGIC LGIP		4/30/2004	40,880,764.38	100.00	40,880,764.38	6.46%	NR	
LOGIC13001	40,880,764.38	3.89	40,880,764.38	3.89		0.00	NR	0
PFM Asset Managment LGIP		7/18/2022	345,004.18	100.00	345,004.18	0.05%	NR	
PFM-1265-03	345,004.18	3.87	345,004.18	3.87		0.00	NR	0
Public Trust Advisors LGIP		3/27/2024	51,020,510.13	100.00	51,020,510.13	8.07%	NR	
SPP-0002	51,020,510.13	3.97	51,020,510.13	3.97		0.00	NR	0
Texas CLASS LGIP		5/31/2010	89,649,923.27	100.00	89,649,923.27	14.18%	S&P-AA+	
TXCLASS0001	89,649,923.27	3.91	89,649,923.27	3.91		0.00	NR	0
TexPool LGIP		6/30/2010	247,695.72	100.00	247,695.72	0.04%	S&P-AA+	
TEXPOOL00001	247,695.72	3.86	247,695.72	3.86		0.00	NR	0
TexStar LGIP		6/3/2005	3,709,093.59	100.00	3,709,093.59	0.59%	S&P-AA+	
TEXSTAR11110	3,709,093.59	3.74	3,709,093.59	3.74		0.00	NR	0
TEXTERM 3.71 11/16/2026		2/19/2026	30,000,000.00	100.00	30,000,000.00	4.74%	NR	47
TEXTERM1265-038	30,000,000.00	3.71	30,000,000.00	3.71	683,258.33	0.00	NR	0.13
TEXTERM 3.95 5/11/2027		5/14/2026	20,000,000.00	100.00	20,000,000.00	3.16%	NR	223
TEXTEM1265-039	20,000,000.00	3.95	20,000,000.00	3.95	298,444.44	0.00	NR	0.61
			235,852,991.27		**235,852,991.27**	**37.29%**		**26**
Sub Total General Operating Fund	**235,852,991.27**	**3.89**	**235,852,991.27**	**3.89**	**981,702.77**	**0.00**		**0.07**
Interest & Sinking | Debt Service Fund								
LOGIC LGIP		12/2/2014	2,437,713.91	100.00	2,437,713.91	0.39%	NR	
LOGIC13003	2,437,713.91	3.89	2,437,713.91	3.89		0.00	NR	0

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Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 9/30/2026

Description / CUSIP	Face Amount/ Shares	Settlement Date / YTM@Cost	Cost Value / Book Value	Market Price / YTM@Market	Market Value / Accrued Interest	% Portfolio / Unre. Gain/Loss	Credit Rating / Credit Rating	Days To Call/Maturity / Duration To Maturity
Public Trust Advisors LGIP		3/28/2024	6,075,988.75	100.00	6,075,988.75	0.96%	NR	
SPP-0003	6,075,988.75	3.97	6,075,988.75	3.97		0.00	NR	0
Texas CLASS LGIP		5/31/2010	1,091,243.99	100.00	1,091,243.99	0.17%	S&P-AA+	
TXCLASS0003	1,091,243.99	3.91	1,091,243.99	3.91		0.00	NR	0
TexStar LGIP		5/31/2010	1,492,582.60	100.00	1,492,582.60	0.24%	S&P-AA+	
TEXSTAR33330	1,492,582.60	3.74	1,492,582.60	3.74		0.00	NR	0
			11,097,529.25		**11,097,529.25**	**1.76%**		
Sub Total Interest & Sinking | Debt Service Fund	**11,097,529.25**	**3.92**	**11,097,529.25**	**3.92**		**0.00**		**0**
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	4,002,401.35	100.00	4,002,401.35	0.63%	NR	
LOGIC13007	4,002,401.35	3.89	4,002,401.35	3.89		0.00	NR	0
			4,002,401.35		**4,002,401.35**	**0.63%**		
Sub Total Real Estate Proceeds	**4,002,401.35**	**3.89**	**4,002,401.35**	**3.89**		**0.00**		**0**
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	8.82	19,508.84	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,937.16	NR	
PFM Asset Managment LGIP		6/25/2024	16,572.56	100.00	16,572.56	0%	NR	
PFM-1265-07	16,572.56	3.87	16,572.56	3.87		0.00	NR	0
Texas CLASS LGIP		4/24/2014	618,023.44	100.00	618,023.44	0.1%	S&P-AA+	
TXCLASS0008	618,023.44	3.91	618,023.44	3.91		0.00	NR	0
TEXTERM 4.31 6/17/2027		6/18/2026	320,000.00	100.00	320,000.00	0.05%	NR	260
TEXTERM1265-081	320,000.00	4.31	320,000.00	4.31	3,907.73	0.00	NR	0.71
			978,042.00		**974,104.84**	**0.15%**		**88**
Sub Total Scholarships	**956,807.89**	**4.04**	**978,042.00**	**4.04**	**3,907.73**	**-3,937.16**		**0.24**

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Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 9/30/2026

Description CUSIP	Face Amount/ Shares	Settlement Date YTM@Cost	Cost Value Book Value	Market Price YTM@Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
			632,438,385.22		632,434,448.06	100.00%		14
TOTAL PORTFOLIO	632,417,151.11	3.94	632,438,385.22	3.94	1,564,915.59	-3,937.16		0.04

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR THE 2026-2027 SCHOOL RESOURCE OFFICER PROGRAM AND APPROVE RATIFICATION OF ANY PRIOR PAYMENTS

EXECUTIVE SUMMARY:

Fort Worth Independent School District requests the Board's Approval of an Interlocal Agreement with the City of Fort Worth for the School Resource Officer Program. Through this agreement, the City of Fort Worth will provide school security services to participating school districts with facilities located within the City's territorial limits, using Fort Worth Police Department officers.

This cooperative partnership between Fort Worth ISD and the Fort Worth Police Department supports the District's efforts to maintain a safe and secure learning environment for students, staff, and visitors. The agreement term is October 1, 2026, through September 30, 2027, unless terminated earlier in accordance with the provisions of this Agreement. The District will pay 50% of personnel and operating costs for 57 police officers assigned to the District.

The Agreement amount is a projected figure based upon estimated costs for the program for the coming City Fiscal Year. However, the Agreement does allow for the district to order additional officers when and if needed during the year. Finally, the department request the Board approve ratification of any payments required prior to Board's approval (or in October 2026).

RECOMMENDATION:

Approve an Interlocal Agreement with the City of Fort Worth for the 2026-2027 School Resource Officer Program and Approve Ratification of any Prior payments

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not to Exceed $6,951,963.91

The total cost is fully accounted for in the approved 2026-2027 budget. Approval of this item will result in no net fiscal impact to the budget.

PROVIDER(S)/VENDOR(S):

City of Fort Worth

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

Safety and Security
Districtwide

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations
Nathan Graf, Sr. Executive Director of Transportation and Safety & Security

FUNDING SOURCE:

General Fund (196-199)

PURCHASING MECHANISM:

Interlocal Agreement

FORT WORTH INDEPENDENT SCHOOL DISTRICT

CONSENT AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE CONTRACT EXTENSION FOR TEMPORARY CONTRACTOR SERVICES FOR DATA ANALYTICS AND REPORTING PROJECTS

EXECUTIVE SUMMARY:

The Division of Technology, in partnership with Curriculum and Instruction (C&I), is seeking the Board's approval to extend the existing contract with Insight Global LLC for temporary contractor services and approve the associated additional cost through January 11, 2027.

The initial contract was approved for a term from January 12, 2026, through July 12, 2026, for an amount of $249,600. On June 13, 2026, the Board approved Amendment No. 1 to extend the term through October 11, 2026, for an additional amount of $124,800. This request is for approval of a second and final extension to cover services through January 11, 2027, for an additional amount of $57,200. This will bring the total contract amount to $431,600.

This extension will allow for continuity of ongoing analytics and reporting support while the District completes current projects and evaluates long-term staffing and operational needs.

RECOMMENDATION:

Approve contract extensions for temporary contractor services for data analytics and reporting projects.

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not to Exceed $431,600:

- 1/12/2026 – 7/12/2026: $249,600 (*initial contract*)
- 7/13/2026 – 10/11/2026: $124,800 (*contract amendment*)
- 10/12/2026 – 1/11/2027: $57,200 (*second and final contract amendment*)

Total Cost of Second Amendment = $57,200.00 –The total cost is fully accounted for in the approved 2026-2027 budget. C&I is repurposing existing operating funds. Approval of this item will result in no net fiscal impact to the budget.

PROVIDER(S)/VENDOR(S):

Insight Global LLC

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

Technology Department

INFORMATION SOURCE:

Tandi Smith, Interim Chief Technology Officer
Mohammed Choudhury, Deputy Superintendent, Curriculum & Instruction

FUNDING SOURCE:

General Fund (196-199)

PURCHASING MECHANISM:

Cooperative Agreement
Omnia #2021003051

Temporary Services Statement of Work
To OMNIA Purchasing Agreement #2021003051

The following is a quote to provide Temporary Services Statement of Work ("**Temp SOW**") to the OMNIA Purchasing Agreement #2021003051 ("**Agreement**") between Insight Global, LLC ("**Insight Global**") and Fort Worth Independent School District ("**Client**"), will be governed by, and is an integral part of, the Agreement.

In the event of any conflict between this Temp SOW and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of Client:	**Tandi Smith**
Name of Contract Employee:	Emmanuel Funue
Job Title:	Sr. Power BI Developer
Standard Billing Rate:	$110
Overtime Billing Rate:	$110
Contract Terms:	3 Months
Total	$57,200
Scheduled Start Date:	10/12/26
Invoices shall be submitted to:	
AP Contact Name:	Accounts Payable
AP Email Address:	AccountsPayables@fwisd.org
PO #:	
Special Instructions:	

INSIGHT GLOBAL, LLC	**CLIENT**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE NOMINATION FOR THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION B

EXECUTIVE SUMMARY:

The Texas Association of School Boards (TASB) Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. TASB Directors serve as representatives of the school board members in their regions, guiding the Association in fulfilling its mission to promote educational excellence for Texas school children through the advancement of good governance, valuable learning experiences for school leaders, and public school advocacy. The Director is expected to attend four (4) Board meetings a year, with one (1) of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings.

The position is currently vacant. Due to the vacancy, the Fort Worth ISD School Board is invited to nominate one of its members to fill the interim position (expiring at the end of the 2027 TASA/TASB Convention). As this is a large District position, the Boards' nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. The nomination must be received by TASB no later than Wednesday, November 18, 2026.

RECOMMENDATION:

Approve Nomination for the Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B

THEORY OF ACTION PILLAR:

5 - Excellent Service to Students, Families, and Staff

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Fort Worth ISD School Board

INFORMATION SOURCE:

Dr. Louis Kushner, Chief of Staff

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE PROPOSED TERMINATION OF CERTAIN PROBATIONARY CONTRACT EMPLOYEES FOR GOOD CAUSE PURSUANT TO CHAPTER 21 OF THE TEXAS EDUCATION CODE

EXECUTIVE SUMMARY:

In accordance Board Policy DFAA(LEGAL), the Board may take action to propose termination of a Chapter 21 Probationary contract employee for good cause as determined by the board. The employee has a right to appeal the proposed termination in accordance with Chapter 21 of the Texas Education Code. This agenda item is included on the Board's meeting agenda each month. The Board may not need to take action on this agenda item if there are no employees recommended for good cause termination as of the date of the meeting.

RECOMMENDATION:

Approve Proposed Termination of Certain Probationary Contract Employees For Good Cause Pursuant To Chapter 21 of the Texas Education Code.

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

FINANCIAL IMPACT:

Not Determined

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, General Counsel

FORT WORTH INDEPENDENT SCHOOL DISTRICT

ACTION AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE PROPOSED TERMINATION OF CERTAIN TERM CONTRACT EMPLOYEES FOR GOOD CAUSE PURSUANT TO CHAPTER 21 OF THE TEXAS EDUCATION CODE

EXECUTIVE SUMMARY:

In accordance Board Policy DFBA(LEGAL), the Board may take action to propose termination of a Chapter 21 term contract employee for good cause as determined by the board. The employee has a right to appeal the proposed termination in accordance with Chapter 21 of the Texas Education Code. This agenda item is included on the Board's meeting agenda each month. The Board may not need to take action on this agenda item if there are no employees recommended for good cause termination as of the date of the meeting.

RECOMMENDATION:

Approve Proposed Termination of Certain Term Contract Employees For Good Cause Pursuant To Chapter 21 of the Texas Education Code.

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

FINANCIAL IMPACT:

Not Determined

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Districtwide

INFORMATION SOURCE:

Sid Pounds, General Counsel

FORT WORTH INDEPENTEND SCHOOL DISTRICT

ACTION AGENDA ITEM
BOARD MEETING
November 10, 2026

TOPIC: APPROVE REPORTING OF CERTAIN CERTIFIED STAFF TO TEA FOR CONTRACT ABANDONMENT

EXECUTIVE SUMMARY:

Texas Education Code Sec. 21.210 and State Board of Education (SBEC) rules provide that educators who resign from a Chapter 21 contract after the statutory resignation deadline, without an approved release and without good cause, may be referred to the Texas Education Agency for potential contract abandonment sanctions. On written complaint by the District, SBEC may impose sanctions against an educator employed under a contract who resigns, fails without good cause to comply with the resignation deadline or the provision regarding resignation by consent, and fails without good cause to perform the contract. To align District practices with state law and professional educator obligations, Fort Worth ISD seeks to report Chapter 21 contract employees who resigned after the statutory resignation deadlines without the District's prior written approval or good cause to the State Board of Education. Cases Talent Management recommends to the Board for referral represent fewer than ten percentage of all resignations received and processed by the District.

RECOMMENDATION:

Approve Reporting of Certain Certified Staff to TEA for Chapter 21 Contract Abandonment

THEORY OF ACTION PILLAR:

3 - Excellent Talent, Incentivized to Empower Students

FINANCIAL IMPACT:

Not Applicable

PROVIDER(S)/VENDOR(S):

Not Applicable

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

Talent Management

INFORMATION SOURCE:

Denisha Presley, Chief Talent Officer