

Board Workshop via Webinar

Notice is hereby given that on February 9, 2021, the Board of Education of the Fort Worth Independent School District will hold a Board Workshop via Webinar beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this workshop will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this workshop from either Spectrum (Charter) Channel 192, the Fort Worth ISD Live channel on YouTube or by using this link:

<https://us02web.zoom.us/j/81779557043?pwd=WUHNa2VJZWlHRndQMnpPOEp0Sk1iZz09>.

(Passcode: 618655). An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this workshop notice. Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the workshop.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, February 8, 2021.

Additional instructions to join this workshop:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 817 7955 7043

International numbers available: <https://us02web.zoom.us/j/81779557043?pwd=WUHNa2VJZWlHRndQMnpPOEp0Sk1iZz09>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

***Amended**

1. **5:30 PM - CALL TO ORDER BOARD WORKSHOP - WEBINAR**
2. **CALL TO ORDER PUBLIC HEARING**
 - A. Public Hearing to Discuss the Annual Report of the 2020-2021 Texas Academic Performance Report (TAPR)
 - B. Public Comment to Discuss the Annual Report of the 2020-2021 Texas Academic Performance Report (TAPR)
3. **CLOSE PUBLIC HEARING**

4. PUBLIC COMMENT

Those individuals desiring to make a public comment can sign-up by calling 817-814-1956 up until 5:30 PM the day of the workshop.

5. REPORTS/PRESENTATIONS

A. Update on Budget Development Process for the 2021-2022 Budget

6. DISCUSSION ON LONE STAR GOVERNANCE FRAMEWORK: ADVOCACY

7. RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

8. EXECUTIVE SESSION

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

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

1. Update on FWISD v. Georgia Clark CAUSE NO. D-1-GN-19-008899

B. Deliberation Regarding Action Items Related to the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

9. RECONVENE IN BOARD WORKSHOP – WEBINAR

***10. ACTION ITEMS**

A. Approve COVID-19 Site Interlocal Agreement Between Tarrant County and Fort Worth Independent School District

11. ADJOURN

**COVID-19 VACCINATION SITE INTERLOCAL AGREEMENT
BETWEEN TARRANT COUNTY AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between **TARRANT COUNTY** (“County”) and **FORT WORTH INDEPENDENT SCHOOL DISTRICT** (“DISTRICT”).

WHEREAS, the District is known to have property called Billingsley Field House located at 1400 Foch Street, Fort Worth TX 76107, an adjacent parking lot located at 1501 University Drive, Fort Worth, TX 76107, and Wilkerson-Greines Activity Center located at 5201 C.A Roberson Blvd., Fort Worth TX 76119 (the “Premises”).

WHEREAS, due to the COVID-19 outbreak, the County has declared a State of Emergency and has determined that extraordinary and immediate measures must be taken in order to ensure the health and safety of the citizens of the Tarrant County; and

WHEREAS, in order to minimize the spread of COVID-19 and increase the number of COVID-19 vaccinations in the community, the County requires additional outdoor space to install COVID-19 vaccination sites throughout the County; and

WHEREAS, in support of the County’s mission to protect the health and safety of the citizens of Tarrant County and the surrounding area and to minimize the impacts of COVID-19, the District has offered to allow the County to use a portion of property to the County; and

WHEREAS, County and District wish to set forth the terms by which the County may use a portion of District property for installing and operating an outdoor COVID-19 vaccination site.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement, County and District hereby agree as follows:

1. Licensed Premises; Use of Premises. For and in consideration of the agreements of the parties expressed herein, District does hereby grant to County the use of a portion of the outdoor and indoor spaces located at the Premises as set forth in greater detail in Exhibit A, which is attached hereto and incorporated herein for all purposes. The Premises will be open to the public and will be used solely by County as a drive-thru site for COVID-19 vaccinations (the “Vaccination Program”). District shall retain the right to use the Premises to the extent that District’s use does not interfere with County’s use of the Premises for the Vaccination Program.

2. Term and Fee

2.1. Term. Unless terminated earlier pursuant to the terms herein, the initial term of this Agreement shall be effective beginning on February 10, 2021 and ending on September 30, 2021 (“Term”). The County will provide COVID-19 vaccinations at the Premises. The Term may only be extended by the written agreement of the parties.

2.2. Fee. Nothing herein shall constitute an obligation of County funds. Neither party shall owe any amount of money for any reason whatsoever to the other party for services

rendered in connection with this Agreement. County shall not be liable nor owe any payment, fee, cost, penalty, or money for any other reason whatsoever to District. County and District expressly agree and stipulate that this Agreement is based on valuable consideration and an exchange of promises that will be independently beneficial to both parties. Specifically, District agrees that the County will provide a benefit to the District by encouraging the health and well-being of citizens in the Tarrant County. The District has accepted this as valuable consideration for its obligations under this Agreement. Additionally, County agrees that the District will provide a benefit to County by providing the County with the use of the Property in accordance with this Agreement.

3. District's Duties and Responsibilities. In addition to any other duties and responsibilities set forth in this Agreement, District shall:

3.1. grant County and contractors the right to enter and use the Premises during the Term for and in connection with the public vaccination site;

3.2. grant County and contractors access to the Premises during the Term for preparing the site in connection with the public vaccination site;

3.3. provide space and utilities for the implementation of a public vaccination site operated by County, contractors, and partners at Premises;

3.4. coordinate the use of parking lot space at the Premises and access to the Premises on the days and times mutually agreed upon by the Parties in writing;

3.5. furnish to County and contractors during the Term electrical services for the ordinary use of the Premises together with heating and/or air conditioning sufficient to make the Premises comfortable for ordinary use, and water service and sewage service for ordinary uses and for no other purpose;

3.6. maintain maintenance/custodial responsibilities to the same standard and intervals as the rest of the District;

3.7. provide and pay for all utilities used at the Premises, including electricity, water, sewer, and gas, as applicable.

3.8. designate one of District's employees to serve as the point of contact for logistic and reporting requirements. The initial point of contact shall be:

Name:
Title:
Phone:
Email:

3.9. as soon as is reasonably practical, notify County, through its point of contact, of any unforeseen closure of the Premises;

3.10. allow County to photograph, video, graphically depict, and publicly display the Premises and other documentation of the COVID-19 Program for any non-commercial purpose

whatsoever;

3.11. notify County, through its point of contact, of all complaints related to County's use of the Premises.

4. County's Duties and Responsibilities. In addition to any other duties and responsibilities set forth in this Agreement, County shall:

4.1. manage all aspects of the COVID-19 Vaccination Program including any County contractor's activities;

4.2. provide a COVID-19 Program Coordinator to help oversee implementation and supervision of the Testing Program and work collaboratively with District in the delivery of the Vaccination Program services. Among other things, the Vaccination Program Coordinator will communicate with District on issues related to the Vaccination Program, including the installation and removal of any County or contractor equipment necessary for the operation of the Vaccination Program;

4.3. use the Premises solely for functions related to the public vaccination site. All other purposes will require the prior written consent of District;

4.4. provide adequate security and parking lot attendants for crowd control and to ensure the safe ingress and egress to the parking lot at no cost to the District;

4.5. designate a point of contact and Vaccination Program Coordinator to oversee the administration and logistics of the Vaccination Program. The initial point of contact and Vaccination Program Coordinator shall be:

Vinny Taneja
Director, Tarrant County Public Health
Email: vtaneja@tarrantcounty.com
Phone: 817.321.5301

5. Condition of the Premises. COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES IT HEREBY ACCEPTS THE PREMISES, AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF THE DISTRICT AND COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF SUITABILITY, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, CONTAINED IN OR CREATED BY ANY APPLICABLE LAW OF THE STATE OF TEXAS.

6. Security Deposit. District and County each acknowledge and agree that no security deposit for the Premises has been received by the District from County, and therefore, the District shall have no obligation to refund any such amounts to County upon the termination of this Agreement.

7. **Utilities and taxes.** All utilities and taxes related to the Premises will be paid by the District.

8. **Repairs and Maintenance.** If deemed necessary or desirable by District, any such repairs (including structural repairs) or general maintenance shall be District's sole responsibility and expense. County shall maintain the Premises as necessary to serve County's purposes hereunder. Notwithstanding the foregoing, District shall not be obligated to make any repair necessitated by the negligence of County or by any breach of this Agreement by County.

9. **Alterations and Improvements.** County shall make no alterations or improvements to the Premises without the prior written consent of the District. Any County improvements approved by the District and made by County after the Effective Date which remain on the Premises after the termination of this Agreement may become the property of the District and may be disposed of as the District may determine with no liability or obligation to County.

10. **Insurance.**

10.1. The District shall have no contractual obligation to insure the Premises or any of County's personal property located thereon or therein.

10.2. County is a self-funded entity and as such may not maintain a commercial liability insurance policy to cover premises liability. Damages for which County would ultimately be found liable would be paid directly and primarily by the County and not by a commercial insurance company.

11. **Assignment or Encumbrance.**

11.1. Without the prior written consent of the District, which may be withheld in the District's sole discretion, County may not mortgage, pledge, encumber or assign this Agreement or sublet the Premises, in whole or in part, to any person, firm, or corporation. Any attempted sublease or assignment without such consent shall be void and of no effect.

11.2. County agrees to prevent any mechanic's, materialmen's, laborer, or any other lien from being placed upon all or any portion of the Premises or improvements thereto. In addition to any other indemnity obligations of County herein, County agrees to hold harmless the District Indemnified Parties from and against any and all liabilities for damages occasioned by such liens, to the extent authorized by law or the Texas Constitution.

12. **Defaults and Remedies.**

12.1. County's failure to perform or observe any covenant or condition of this Agreement shall, if continuing for thirty (30) days after written notice thereof to County, constitute an "Event of Default" hereunder.

12.2. This Agreement and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, the District may, at its option, terminate this Agreement, in which event County shall surrender possession of the Premises to the District, and in connection therewith the District may enter upon and take

possession of the Premises and expel or remove County after County receives notice of such Event of Default.

12.3. In the event the District elects to terminate this Agreement by reason of an Event of Default, then, notwithstanding such termination, County shall be liable to the District for the sum of any indebtedness, if any, accrued to the date of such termination.

13. Termination. Either party may terminate this Agreement without cause by providing fourteen (14) days' written notice to the other party.

14. Notices.

14.1. All notices to the District shall be sent to:

Fort Worth Independent School District
Dr. Kent P. Scribner, Superintendent
100 N. University Drive
Fort Worth, TX 76107

14.2. All notices to County shall be sent to:

Tarrant County
GK Maenius
County Administrator
100 E. Weatherford Street
Suite 404
Fort Worth, TX 76196

14.3. Mailing of all notices under this Agreement shall be deemed sufficient if mailed certified, return receipt requested, and addressed as specified herein to the other party's address. All time periods related to any notice requirements specified in this Agreement shall commence upon the terms specified in the section requiring the notice. In the absence of any such provision, notice shall be deemed effective on the earlier of actual receipt or three (3) days after mailing.

15. No Options or Rights of First Refusal. It is expressly agreed and acknowledged that this Agreement is limited to the Premises. County shall have no rights to use from the District any lands other than this Premises, and all options or rights of first refusal in and to any portion of the Premises, if any, are hereby expressly terminated.

16. Entire Agreement; Modification. This Agreement shall constitute the entire agreement of the District and County, and shall supersede any prior agreements, either oral or written, pertaining to the Premises. This Agreement cannot be changed or modified orally, but only by an instrument in writing signed by both parties.

17. Waivers. One or more waivers of any covenant, term, or condition of this Agreement by either the District or County shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either the District or County to or of any

act by the other party requiring such consent or approval shall not be deemed a waiver or render unnecessary consent to or approval of any subsequent similar act.

18. No Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership or joint venture. County shall have no express or implied right or authority to assume or create any obligations on behalf of or in the name of the District.

19. Choice of Law; Venue. This Agreement and the relationship created hereby shall be governed by the laws of the State of Texas. Exclusive venue for any action brought to interpret or enforce the terms of this Agreement or for any breach shall be in Tarrant County, Texas.

20. Construction. Paragraph headings used in this Agreement are intended for convenience only and not necessarily to describe the intent of a particular Paragraph and therefore shall not be construed as limiting the effect of any provision of this Agreement.

21. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed or construed to waive either party's sovereign immunity.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Effectiveness. This Agreement shall be binding upon the County only when signed by its County Administrator and shall be of no force and effect until so executed.

24. Time is of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

EXECUTED this _____ day of _____, 2021.

COUNTY:

DISTRICT:

TARRANT COUNTY,

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

GK Maenius
County Administrator

Dr. Kent P. Scribner
Superintendent

APPROVED AS TO FORM:

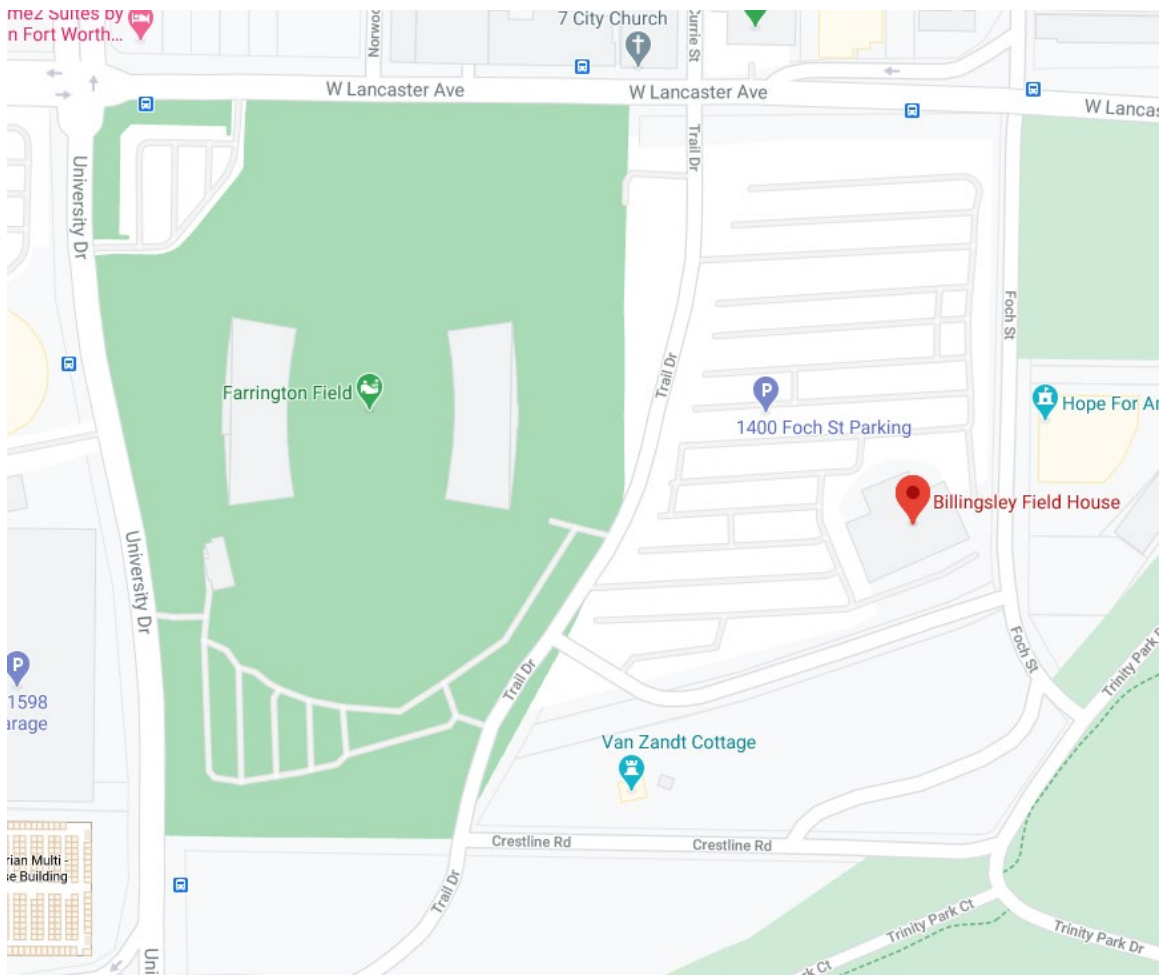
By: _____

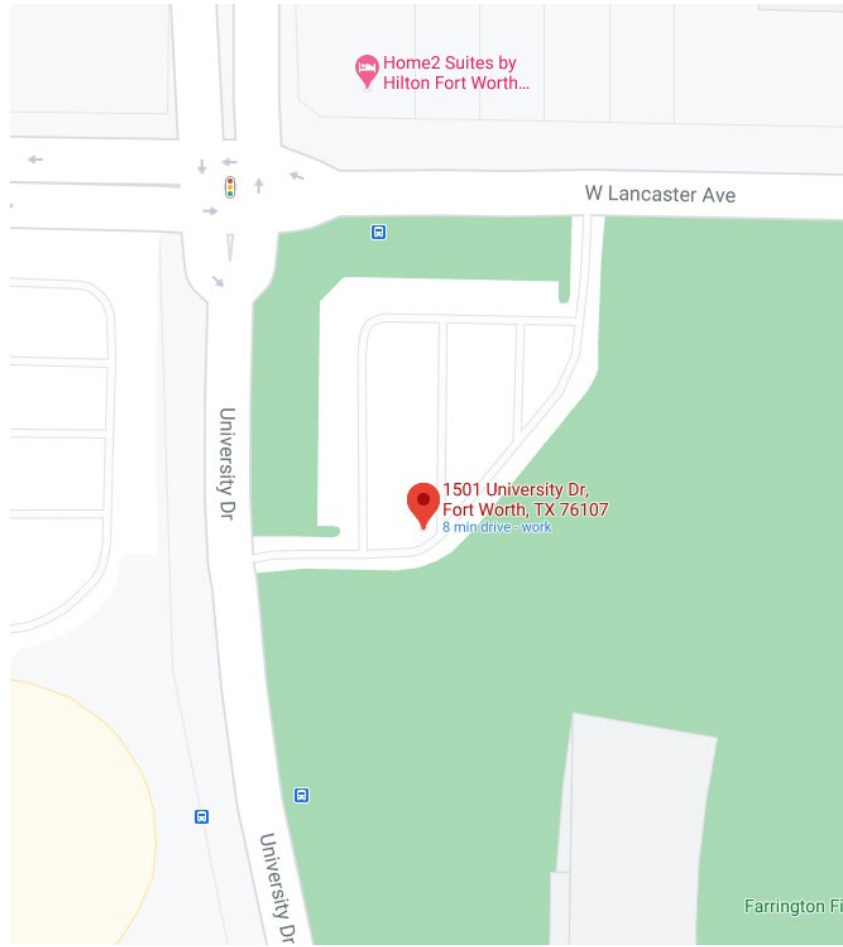
Criminal District Attorney's Office

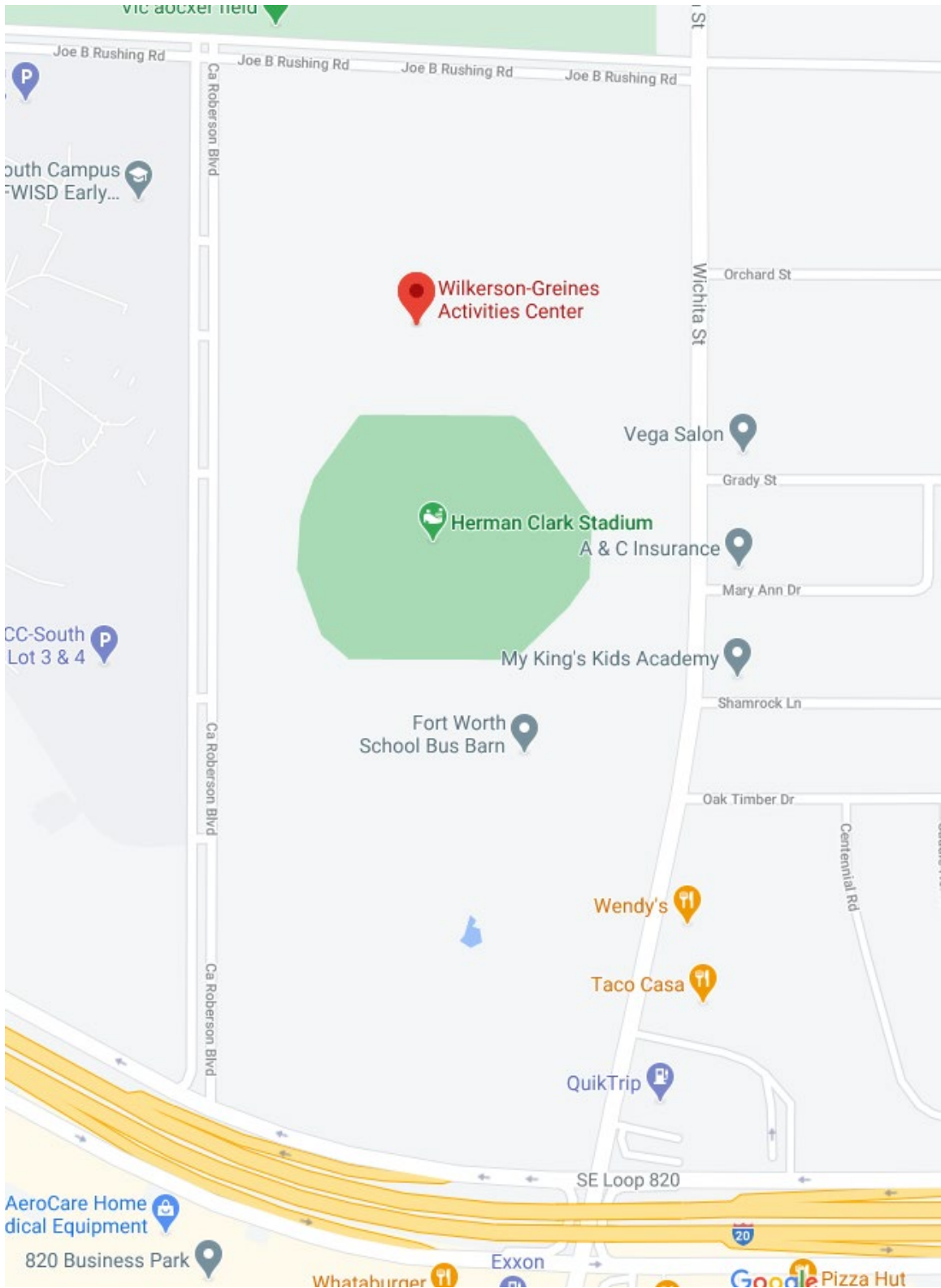
ATTEST:

By: _____

Exhibit A







Statutory Requirements

“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 Law. 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 February 4, 2021, at 11:30 AM.” This amended notice was posted and filed in compliance with the Open Meetings Law on February 4, 2021, at 4:15 PM.”



**Faye Daniels
Executive Secretary
Board of Education**