

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
THE TEXAS SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED**

WHEREAS, the Texas Facilities Commission (“TFC”) and the Texas School for the Blind and Visually Impaired (“TSBVI”) are agencies of the State of Texas (“State”); and

WHEREAS, TFC is the State agency with primary responsibility for construction, maintenance and repair of State buildings, grounds, and property; and

WHEREAS, pursuant to SB 211, 83<sup>rd</sup> Leg., R.S. (“SB 211”), effective September 1, 2013, the responsibilities for facilities maintenance services for the physical facilities of TSBVI, including facilities construction, cabling, facility reconfiguration, and other services, were transferred to TFC; and

WHEREAS, on August 31, 2013, TFC and TSBVI entered into a memorandum of understanding that identified and allocated between TFC and TSBVI the powers, duties, functions, programs, activities, staff, property, contracts, obligations and other items transferred under SB 211; and

WHEREAS, pursuant to SB 836, 84<sup>th</sup> Leg., R.S. (“SB 836”), effective September 1, 2015 (the “Effective Date”), the responsibilities for all remaining powers, duties, functions, programs and activities relating to maintenance of the physical facilities of TSBVI, including custodial, grounds maintenance and security systems services, will be transferred to TFC; and

WHEREAS, Section 4 of SB 836 requires TFC and TSBVI to enter into a memorandum of understanding establishing a plan for the identification and transfer of the records, personnel, property and unspent appropriations of TSBVI that are used for purposes of TFC’s powers and duties directly related to the maintenance of TSBVI’s physical facilities; and

WHEREAS, it is the intent of TFC and TSBVI to enter into this MOU to memorialize the transfer of duties set forth in both SB 211 and SB 836 as of the Effective Date and replace the current memorandum of understanding known as TFC Contract No. 14-015-000 that transferred only the duties set forth in SB 211;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, TFC and TSBVI hereby agree as follows:

1. **TRANSFER OF TSBVI PROGRAMS TO TFC.** On the Effective Date, TFC shall continue or assume responsibility for the powers and duties of TSBVI that relate to: (i) facilities maintenance and operations services for the physical equipment and facilities on the campus of TSBVI; (ii) facilities construction; (iii) wiring, cabling and conduit; (iv) facility reconfiguration; (v) recycling and garbage disposal; (vi) pest control; (vii) deferred maintenance administration; (viii) key administration; (ix) environmental hazards administration; (x) custodial; (xi) grounds

maintenance; (xii) fire protection systems; and, (xiii) security systems services (collectively the "Transferred Programs"). TSBVI shall continue to contract and pay for utility services.

2. **TRANSFER OF TSBVI STAFF.** The FTEs and staff for the Transferred Programs, transferred as of September 1, 2015, are identified in Exhibit A, attached hereto and incorporated herein by reference for all purposes. On the Effective Date, all FTEs and staff for these Transferred Programs transferred as of September 1, 2015 shall become TFC FTEs and staff.

3. **LOCATION OF STAFF AND ALLOCATION OF SPACE AT THE TSBVI CAMPUS.** (a) On the Effective Date, the staff transferred to TFC shall report to the TFC facility manager who shall be located at the TSBVI campus and serve as the point of contact between TFC and TSBVI and manage the day-to-day facilities maintenance of the site ("Facility Manager").

(b) The area(s) on the TSBVI campus depicted on Exhibit B, attached hereto and incorporated herein, shall be assigned to TFC for facilities maintenance operations.

4. **TRANSFER OF INFORMATION TECHNOLOGY AND PERSONAL PROPERTY USED IN CONNECTION WITH THE TRANSFERRED PROGRAMS.** (a) All information technology and personal property of TSBVI that was purchased for, or used in connection with, the Transferred Programs transferred as of September 1, 2015 shall become the property of TFC on the Effective Date. TFC shall be responsible for all ongoing maintenance and ultimate replacement of transferred personal property. TSBVI shall ensure TFC that all personal property is in working order upon transfer. A non-exhaustive list of the property is reflected in Exhibit C, attached hereto and incorporated herein by reference for all purposes. If necessary and with prior approval, TFC agrees to allow TSBVI use of equipment transferred to TFC.

5. **TRANSFER OF RECORDS.** On the Effective Date, all records associated with the Transferred Programs transferred as of September 1, 2015 and identified in Exhibit D, attached hereto and incorporated herein by reference for all purposes, shall automatically become records of TFC. From the Effective Date forward, all service records, maintenance records or other records that result from work performed for the Transferred Programs transferred as of September 1, 2015 shall be maintained by TFC, following TFC's records retention policies.

6. **TRANSFER OF STATE CONTRACTS AND OTHER PROGRAM RESPONSIBILITIES OF TFC.** On the Effective Date, all solicitations, contracts and purchase orders associated with the Transferred Programs transferred as of September 1, 2015 and identified in Exhibits E and F, attached hereto and incorporated herein by reference for all purposes, shall automatically become solicitations, contracts and purchase orders of TFC. From the Effective Date forward, all solicitations, purchase orders, contracts and other agreements that support the Transferred Programs shall be entered into and maintained by TFC, following TFC's purchasing policies and procedures and records retention policies.

7. **TRANSFER OF ONGOING LITIGATION.** All litigation associated with the Transferred Programs transferred as of September 1, 2015 is identified in Exhibit G, attached hereto and incorporated herein by reference for all purposes. On the Effective Date, all litigation identified in Exhibit G shall automatically become the sole responsibility of TFC. As soon as possible

after the Effective Date, TSBVI shall provide all records related to the litigation identified in Exhibit G to TFC. In the event that TSBVI is served with a new lawsuit concerning duties assigned to TFC under this MOU, TSBVI will immediately notify TFC of the lawsuit.

**8. MONTHLY MEETINGS AND TSBVI REPRESENTATIVE DESIGNATION.** (a) TFC and TSBVI shall meet monthly, or more often if necessary, to review school and state calendars, project schedules, outstanding work orders, and other maintenance or deferred maintenance items.

(b) TSBVI shall designate a "Designated Representative" who will serve as the point of contact between the TFC Facility Manager and TSBVI. The TSBVI Designated Representative may designate additional representative(s) as point of contact between TSBVI and TFC personnel.

**9. CRIMINAL BACKGROUND CHECKS AND STAFF TRAINING.** (a) TFC represents that all employees and contractors that will complete any work on-site at the TSBVI campus shall be subject to a criminal background check. Complete criminal background checks shall be completed before any employee performs services at the campus and may be requested at any time thereafter. Criminal background checks shall be accomplished by the Texas Department of Public Safety ("DPS"), which includes fingerprint processing by an independent third-party company selected by DPS. All criminal background checks are in accordance with the criteria set forth in Exhibit H, attached hereto and incorporated herein for all purposes.

(b) All TFC staff that regularly provide services at the TSBVI campus shall attend training provided by TSBVI to be educated about the campus and how to interact with the blind and visually impaired students.

**10. WORK ORDER PROCESS AND AFTER HOURS REPAIRS.** (a) Routine maintenance work requests should be submitted by the TSBVI Designated Representative through the Facilities Service Center on the TFC website at <http://www.tfc.state.tx.us> by completing a work order. Status of an existing work order may also be monitored through the Facilities Service Center. When requesting routine maintenance services, the TSBVI Designated Representative shall provide his/her identification, the name of the facility, the room number, and a point of contact including telephone number, and information about the service requested. Work orders are handled on a first-come, first-served basis unless deemed to be a priority. Residential and student related life safety work orders may be treated as emergency maintenance issues, if necessary, and if not deemed an "emergency" will be given a high priority.

(b) Emergency maintenance issues shall be directed to TFC's 24-hour Emergency Maintenance Line at (512) 463-3600.

**11. FACILITIES MAINTENANCE SERVICES.** TFC shall provide the maintenance services set forth in this section. Most services are to be performed during regular business hours which are considered to be between 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. Some operations will require work in the facility after normal business hours, and TFC is responsible for facility maintenance oversight on a twenty-four (24) hour basis. The TFC

Facilities Manager shall coordinate with the TSBVI Designated Representative to set the times and dates on which scheduled preventive maintenance will be performed on the campus. TFC and TSBVI will develop a mutually agreed upon preventive maintenance schedule that may be modified, as necessary. TFC will work with TSBVI to insure that a minimal skeleton maintenance staff is available on State holidays that are not school holidays.

(a) **PREVENTATIVE MAINTENANCE.** TFC shall perform preventative maintenance, periodic testing and/or inspection for the facilities on campus as required by other state, local and federal government agencies to include the following:

- (i) all HVAC systems, including air filters;
- (ii) the emergency backup system, including generators, UPS and other battery backups;
- (iii) fire safety equipment; including fire alarms, sprinkler systems, fire extinguishers, kitchen stove hoods and fire hydrants.
- (iv) electrical systems;
- (v) plumbing systems, including grease traps and swimming pools; and,
- (vi) elevators.

(b) **GENERAL MAINTENANCE (CARPENTRY).** TFC shall perform general maintenance for the facilities on campus to include the following:

- (i) repair and/or replace standard floor and wall coverings, as needed;
- (ii) repair and/or repainting of wall surfaces, as needed;
- (iii) repair and/or replace standard window treatments, as needed;
- (iv) repair and/or replace all doors and hardware, as needed, including restroom stall doors and partitions;
- (v) repair, maintain, and/or replace ceiling tiles and suspension systems, as needed;
- (vi) repair and/or replace building and garage envelopes, including windows, exterior materials and finishes, roof, pavement, sidewalks and associated appurtenances; and,
- (vii) maintain, repair and/or replace showers, tubs, sinks, counter tops and other flat surfaces, including caulking.

(c) **MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.** In addition to the preventative maintenance program, TFC shall maintain, operate and repair the following systems:

(i) the distribution systems, which shall be adjusted, balanced, and monitored regularly;

(ii) all HVAC systems, water systems, electrical, lighting systems, including replacing lamps as necessary, and all other similar equipment for the facilities on campus;

(iii) the emergency electrical back-up systems; and,

(iv) maintenance of surfaces that are not normally considered custodial, to include such items as ceiling AC vents, and other items located over eight (8) feet in height.

(d) **FIRE PROTECTION SYSTEMS.** TFC shall be responsible for the following fire protection system services for the facilities on campus:

(i) provide fire programming and maintain databases for fire computers, communication panels (including modems), and remote fire panels and include off-site monitoring, inspection, testing and maintenance of all fire systems;

(ii) maintain fire system devices such as fire alarm systems, fire sprinklers, fire pumps, fire extinguishers, fire hydrants per applicable National Fire Protection Association (hereinafter referred to as "NFPA") standards;

(iii) analyze and adopt appropriate requirements using NFPA guidelines for fire safety maintenance;

(iv) provide twenty-four (24) hour support to fire systems;

(v) establish emergency procedures for TFC and TSBVI staff, develop a TFC emergency response team, and coordinate annual fire drills with the TSBVI Safety Officer; and,

(vi) provide to the TSBVI Safety Officer a complete list of Material Safety Data Sheets (MSDS's) for materials stored or used by TFC within the facility.

(e) **ELEVATOR AND LIFT SYSTEMS.** TFC will contract full preventative and routine maintenance, providing necessary systematic and periodic service and maintenance for specified elevator equipment located within the facility. TFC's elevator service contractor (hereinafter referred to as the "elevator contractor") shall maintain all elevators under this Contract in optimal operating condition and in compliance with the latest revisions of the American National Standards Institute/American Society of Mechanical Engineers (hereinafter referred to as "ANSI/ASME") 17.1 Safety Code for Elevators and Escalators, International Mechanical Code, National Electrical Code, Occupational Safety and Health Administration ("OSHA") requirements, the Texas Accessibility Standards, the Americans with Disabilities Act

Accessibility Guidelines, as well the manufacturer's standard recommendation manuals for service and repair. In addition, all annual and full-load test inspection and certification as required by the TDLR shall be performed.

(f) **GROUNDS MAINTENANCE.** (a) TFC shall provide grounds maintenance services for the campus including the outdoor athletic facilities. TFC shall devise a lawn care schedule for the campus that includes a frequency of tasks and appropriate number of grounds or other staff for the following: (i) general lawn care; (ii) fertilization; (iii) weed control; (iv) mulching; (v) shrub, perennial and tree pruning; (vi) debris and litter removal; (vii) maintenance and preparation of outdoor facilities for athletic events; and, (viii) clearing and maintaining sidewalks and other walking surfaces clear of ice accumulations during ice storms. TFC shall maintain the irrigation system servicing the campus (including the water well) and shall provide an irrigation specialist to oversee repairs to the irrigation system. The irrigation systems will be inspected throughout the year on a schedule set by TFC.

(g) **SECURITY CONTROLS AND EQUIPMENT.** TFC shall provide, service, and maintain the security controls and equipment for the facilities on campus as follows:

(i) the building access control system equipment to include all electronic door hardware, card readers, security panels, recording equipment and any other equipment to maintain a functioning system;

(ii) the building surveillance system equipment to include all cameras, recording equipment and any other equipment to maintain a functioning system; and,

(iii) coordination of locksmith requirements for the facilities per procedures developed by TFC. Keys and cores will be provided by TFC, but managed by TSBVI.

The responsibility for physical security of the campus shall remain the responsibility of TSBVI as further described in Section 14 of this MOU.

(h) **CUSTODIAL.** TFC shall be responsible for all custodial services on campus. Upon the transfer of this program, TFC shall complete an examination of current custodial activities and devise a mutually acceptable schedule outlining services to be performed and the frequency of such tasks. TFC shall provide all cleaning supplies and equipment necessary to carry out the scope of services of this Contract.

(i) **PEST CONTROL.** TFC shall be responsible for pest control for the facilities on campus, including but not limited to, termite, fire ant, and other types of ants, Africanized Bee, bat, birds, rodent, wasp and other insect control. The *Principles of Integrated Pest Management*, as adopted by the Environmental Protection Agency, shall be used by TFC to determine the best methods for disease and pest control. All methods and application procedures shall comply with the rules and regulations of the Texas Department of Agriculture.

(j) **TRASH REMOVAL.** TFC shall provide trash removal for the campus. Dumpster size may increase or decrease, depending on occupancy, traffic or other considerations. Changes in dumpster locations are to be coordinated with the Designated Representative.

(k) **RECYCLING.** TFC shall collect recycling material from mutually agreeable centralized collection areas within the buildings and deliver to specified exterior collection sites on campus. TFC will haul off recycled materials from exterior collection sites. TFC will work with TSBVI to implement the miniMAX centralized waste and recycling program to the greatest degree possible.

(l) **DIESEL FUEL.** TFC shall be responsible for the maintenance of the diesel storage tank and dispensing stations, including mandated inspections. TSBVI shall be responsible for all diesel fuel purchases and deliveries. TSBVI will issue TFC credit card(s) to procure diesel fuel from the tank and invoice TFC for all fuel used on a monthly basis.

(m) **EMERGENCY AND ON-CALL SERVICE.** TFC shall provide twenty-four (24) hour emergency services and on-call maintenance services through TFC's twenty-four (24) hour Emergency Maintenance Hotline 512-463-3600. Emergency services shall be performed by TFC and may include, but are not limited to, repairs to electrical, plumbing, HVAC, elevator, and exterior doors or windows and may result from building system failures, natural disasters, vandalism, and other similar activities. An emergency is defined by TFC as "a reasonably unforeseen situation which presents an imminent peril to the public health, safety, or welfare, or presents an imminent peril to property, or which requires an immediate action to prevent a hazard to life, health, safety, welfare, or property." Emergency services shall be available on a twenty-four (24) hour basis with response by TFC staff or service provider within one (1) hour. When an Emergency occurs, TFC shall notify the TSBVI Designated Representative within sixty (60) minutes.

12. **ASSISTANCE WITH SPECIAL EVENTS AND ACTIVITIES.** TFC will work with TSBVI staff to assist with set-up and take-down for sporting events and student activities such as dances, registration graduation, parent's weekend, conference center events, and other special occasions for the student body and staff. Requests for assistance shall be made in writing to the TFC Facility Manager or his/her designee. Advance notice by TSBVI will assist TFC in making staff available for special events and activities. TSBVI will grant TFC access to its master events calendar to assist in planning and support; and, provide a listing of all regularly scheduled events held during the school calendar.

13. **TEXAS STATE FIRE MARSHAL'S OFFICE INSPECTIONS.** TFC and TSBVI agree to collaborate on all inspections performed by the State Fire Marshal's Office ("SFMO"). Collaboration includes jointly attending all on-site inspections; review of inspection reports; assignment of responsibilities to correct violations; regular reports on status of corrective actions; and, attendance at meetings with SFMO.

14. **PHYSICAL SECURITY SERVICES EXCLUSION.** TFC and TSBVI agree that the responsibility for physical security of the campus is delegated to TSBVI pursuant to Texas Government Code Section 2165.002(3)(B) and that no general appropriation to pay for the physical security of the campus was transferred by TSBVI to TFC. Physical security includes,

but is not limited to: (i) campus wide risks and needs assessments; (ii) determinations of security clearances; (iii) badge and key control; (iv) monitoring of security cameras; (v) ownership, operation and maintenance of the Raptor System; (vi) security incident reporting; (vii) interaction with law enforcement agencies; and, (viii) general physical safety of all students, staff, and visitors.

TSBVI agrees that any staff assigned to provide physical security to TFC shall cooperate with TFC staff with regards to the use of all fire protection systems and security controls. TFC staff will likewise cooperate with TSBVI staff with regards to the use of all fire protection systems and security controls.

**15. DATA CENTER EXCLUSION.** TSBVI agrees that TFC shall not be responsible for the maintenance, repair, or replacement of, computers, peripherals, servers, racks, cabling, software and electronic data. TFC will maintain the emergency generator and transfer switch; air conditioning units, including Computer Room Air Conditioning units and; Uninterruptable Power Supplies serving the data center but will not warrant uninterrupted operation of these systems. TFC will closely coordinate with TSBVI all planned system outages.

**16. AUDIO/VISUAL SYSTEMS EXCLUSION.** TSBVI agrees that TFC shall not be responsible for the repair, maintenance or replacement of any Audio/Visual ("A/V") materials or equipment. A/V materials and equipment shall include, but not be limited to the following: (i) projectors; (ii) projection screens; (iii) monitors; (iv) production equipment; (v) teleconferencing systems; (vi) public address systems; (vii) assistive listening systems; (viii) speakers; (ix) amplifiers; (x) transmitters; (xi) control panels; (xii) microphones; (xiii) cabling; (xiv) racks; (xv) software; and, (xvi) signal processing systems. TFC will provide and maintain power to A/V equipment and closely coordinate planned outages of these systems.

**17. DEFERRED MAINTENANCE PROCESS.** TFC will work with TSBVI staff to identify needed capital improvements and deferred maintenance projects. TFC will include TSBVI facilities into its Capital Improvement and Deferred Maintenance planning that defines capital improvements and critical and non-critical maintenance needs. Predictable and desired capital improvements will be listed including a proposed time frame for implementation and an estimate of probable project costs. Maintenance and deferred maintenance projects will be listed in priority order from critical health safety projects to lower priority projects and include proposed time frames for implementation and estimates of probable project costs. A full list of Capital Improvement projects and Deferred Maintenance needs will be issued no later than July 1 of even numbered years.

**18. MINOR CONSTRUCTION.** (a) TFC can provide non-routine minor construction services for TSBVI through its Minor Construction division. Should this type of work be desired by TSBVI it shall generally be completed under a work order. Minor Construction projects valued in excess of \$100,000.00 shall be completed under a separate interagency contract. TSBVI will be responsible for securing capital spending authority from the legislature for all projects in excess of \$100,000. Minor Construction work orders must be requested by the TSBVI Designated Representative.

- (b) All Minor Construction services for non-routine maintenance that are not funded by TFC's maintenance appropriations stipulated towards TSBVI and shall be provided on a reimbursable cost basis through separate agreements. TFC Minor Construction will prepare a cost estimate for approval by the TSBVI Designated Representative. Reimbursable costs shall be based on actual minor construction services performed.
- (c) TFC agrees to set aside \$10,000 for routine minor construction services requested by TSBVI during a Fiscal Year. Should this type of work be desired by TSBVI it shall be completed under a work order and performed outside of the Minor Construction division. Routine minor construction services are considered as very limited efforts and will be evaluated by TFC on a case by case basis.

19. **EFFECTIVE DATE AND TERMINATION.** This MOU shall be effective on September 1, 2015, and shall continue in effect thereafter until it is terminated by operation of law or a written agreement signed by authorized representatives of both parties.

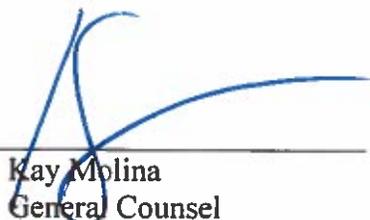
20. **INCORPORATION AND AMENDMENTS.** All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and contained herein. Any alteration, addition to, or deletion from the terms of this MOU shall be by written amendment by both parties to this MOU.

Accepted and agreed to on this 9 day of Sept., 2015.

**TEXAS FACILITIES COMMISSION**

**TEXAS SCHOOL FOR THE BLIND AND  
VISUALLY IMPAIRED**

By: \_\_\_\_\_

  
Kay Molina  
General Counsel

By: \_\_\_\_\_

  
William Daugherty  
Superintendent

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**EXHIBIT A**  
**TRANSFERRED STAFF/FTEs**

Texas School for the Blind and Visually Impaired

FY 2015

<u>Position Title</u>	<u>Employee</u>	<u>Class</u>	<u>Monthly Longevity</u>	<u>7022 Annual Longevity</u>	<u>Schedule</u>	<u>Group</u>	<u>Classified Full-Time Rate</u>	<u>Work Hours per Wk</u>	<u>No. Mos./</u>	<u>Annual FTE's</u>	<u>Monthly Rate</u>	<u>7002 Salary Budget</u>
<b><u>Custodial Services and Grounds</u></b>												
MANAGER I	COLEMAN, JOHN	1600	\$ -	\$ -	B	22	\$ 5,071.00	20.00	12	0.50	\$ 2,535.50	\$ 30,426
GROUNDSKEEPER III	VALENCIA, ROBERT	8033	180	2,160	A	8	2,503.00	40.00	12	1.00	2,503.00	30,036
GROUNDSKEEPER II	MAUGHAN, DERRICK	8032	40	480	A	6	2,126.00	40.00	12	1.00	2,126.00	25,512
GROUNDSKEEPER II	ARIZPE, VICTOR	8032	140	1,680	A	6	2,223.00	40.00	12	1.00	2,223.00	26,676
GROUNDSKEEPER I	TALLEY, ROBERT	8031	-	-	A	4	1,838.00	20.00	12	0.50	919.00	11,028
MAINTENANCE SPECIALIST II	STACY, JOHNNY	9042	200	2,400	A	10	2,272.00	40.00	12	1.00	2,272.00	27,264
CUSTODIAN MANAGER I	MORALES, JESSE	8021	280	3,360	A	11	2,634.00	40.00	12	1.00	2,634.00	31,608
CUSTODIAN II	AVILA, CHARLES	8005	-	-	A	6	1,989.00	20.00	12	0.50	1,368.43	16,421
CUSTODIAN II	CANTU, ALFREDO	8005	80	960	A	6	1,989.00	40.00	12	1.00	1,989.00	23,868
CUSTODIAN II	CARRENO, CARMEN	8005	-	-	A	6	2,030.00	30.00	12	0.75	1,522.50	18,270
CUSTODIAN II	CONOLEY, REBECCA	8005	-	-	A	6	1,989.00	30.00	12	0.75	1,491.75	17,901
CUSTODIAN II	FOWLER, KATHLEEN	8005	140	1,680	A	6	1,989.00	40.00	12	1.00	1,989.00	23,868
CUSTODIAN II	HANSFORD, OTIS	8005	160	1,920	A	6	2,272.00	40.00	12	1.00	2,272.00	27,264
CUSTODIAN II	PATANWALA, ASLAM	8005	-	-	A	6	1,989.00	40.00	12	1.00	1,989.00	23,868
CUSTODIAN II	PATANWALA, RAEESA	8005	-	-	A	6	2,030.00	40.00	12	1.00	2,030.00	24,360
CUSTODIAN II	RANDEL, THELTON	8005	-	-	A	6	1,989.00	37.00	12	0.92	1,839.82	22,078
CUSTODIAN II	RENDON, STEVEN	8005	-	-	A	6	1,989.00	40.00	12	1.00	1,989.00	23,868
CUSTODIAN II	ROBINSON, ERIC	8005	40	480	A	6	2,126.00	40.00	12	1.00	2,126.00	25,512
CUSTODIAN II	RYBKA, DAVID	8005	-	-	A	6	1,989.00	40.00	12	1.00	1,989.00	23,868
CUSTODIAN II	SHELBY, ETTA	8005	200	2,400	A	6	2,223.00	40.00	12	1.00	2,223.00	26,676
CUSTODIAN II	UNEGBU, CHRISTOPHER	8005	-	-	A	6	1,989.00	30.00	12	0.75	1,491.75	17,901
CUSTODIAN II	VASSEF, MILDRED	8005	-	-	A	6	2,030.00	30.00	12	0.75	1,522.50	18,270
<b>TOTAL - CUSTODIAL AND GROUNDS</b>										<b>19.4</b>	<b>\$ 516,543</b>	

**EXHIBIT B**

**SPACE ON TSBVI CAMPUS TO BE ASSIGNED TO TFC**



**EXHIBIT C**

**LIST OF INFORMATION TECHNOLOGY AND PERSONAL PROPERTY  
TO BE  
TRANSFERRED TO TFC**

Information Technology to be Transferred

<b><u>Property #</u></b>	<b><u>Description</u></b>	<b><u>Assigned to</u></b>	<b><u>Location</u></b>
24436	Desktop Computer, Wallingford	Coleman, John	610
24436	Desktop Computer, Dell OptiPlex	Coleman, John	610
21579	Printer, HP Laser Jet	Coleman, John	610
22209	Desktop Video Magnifier, Optelec	Coleman, John	610
23481	Desktop Computer, Wallingford	Morales, Jesse	610

**Texas School for the Blind and Visually Impaired**

<u>Property #</u>	<u>Description</u>	<u>Assigned to</u>	<u>Location</u>	<u>COST</u>	<u>Acq. Date</u>
	Carpet Extractor	Morales, Jesse	610	\$ 1,652.45	
19660	Golf Cart, EZ-GO (Janitorial)	Morales, Jesse	610	\$ 1,000.00	11/1/1992
20285	Tractor, Kubota	Daude, John	610	\$ 11,578.00	1/5/1998
20286	Backhoe, Kubota	Daude, John	610	\$ 6,000.00	1/5/1998
20287	Front Loader, Kubota	Daude, John	610	\$ 2,575.00	1/5/1998
	Floor Buffer (5)	Morales, Jesse	CAMPUS	\$5,140.00	
22320	Golf Cart, EZ-GO (Janitorial)	Morales, Jesse	610	\$ 6,872.00	8/11/2006
	Kaivac 1550, Cleaner (3)	Morales, Jesse	CAMPUS	\$ 13,361.16	
22454	Mower, Riding Grasshopper	Valencia, Robert	610	\$ 7,802.70	4/27/2007
22455	Power Sweeper	Valencia, Robert	610	\$ 1,597.00	4/27/2007
22456	Mower, Grasshopper Power Collection	Valencia, Robert	610	\$ 1,786.00	4/27/2007
22462	Vacuum Grasshopper	Valencia, Robert	610	\$ 1,503.00	6/20/2007
22631	Pressure Washer, Honda	Valencia, Robert	610	\$ 1,200.86	4/11/2008
22655	Floor Scrubber, Windsor Chariot	Morales, Jesse	609	\$ 9,112.47	6/18/2008
22656	Floor Burnisher, Windsor Chariot	Morales, Jesse	600	\$ 8,660.57	6/18/2008
22753	Lift, Genie Personnel	Coleman, John	610	\$ 8,615.00	2/3/2009
22974	Floor Polisher (3)	Morales, Jesse	CAMPUS	\$ 8,385.00	
23238	Mower, Riding Grasshopper	Valencia, Robert	610	\$ 17,275.75	3/21/2011
	Floor Scrubber, Windsor Chariot	Morales, Jesse	602	\$ 5,643.63	3/1/2011
23527	Golf Cart, Land Master	Valencia, Robert	610	\$ 5,695.00	4/4/2012
23697	Floor Burnisher, Chariot I Gloss 20"	Morales, Jesse	606	\$ 9,708.03	9/24/2012
23698	Floor Scrubber, Chariot	Morales, Jesse	606	\$ 5,525.00	9/24/2012
23899	Backhoe/Loader, John Deere	Daude, John	610	\$ 23,500.00	11/20/2009
23975	Lawnmower, Grasshopper	Daude, John	610	\$ 10,347.00	8/26/2013
24303	Golf Cart, EZ-GO	Coleman, John	610	\$ 2,475.00	1/16/2014
24306	Golf Cart, EZ-GO (Electric-Victor)	Coleman, John	610	\$ 500.00	10/27/2014
	Carpet Extractor	Morales, Jesse	610	\$2,744.00	
	13" Buffer (5)	Morales, Jesse	CAMPUS	\$1,887.00	
	Floor Scrubber, Windsor Chariot	Morales, Jesse	600	\$5,525.00	

**EXHIBIT D**

**LIST OF TRANSFERRED RECORDS**

**MAINTENANCE WORK ORDERS**

**PERSONNEL FILES**

Chair  
Betty Reinbeck

Commissioners  
William D. Darby  
Virginia Hermosa  
Brant C. Ince  
Mike Novak  
Jack W. Perry  
Alvin Shaw



Executive Director  
Harvey Hilderbran

Mailing address:  
P. O. Box 13047  
Austin, TX 78711-3047  
(512) 463-3446  
[www.tfc.state.tx.us](http://www.tfc.state.tx.us)

August 24, 2015

Kate Oehlers  
Director of Human Resources  
Texas School for the Blind & Visually Impaired  
1100 West 45<sup>th</sup> Street  
Austin, TX 78756

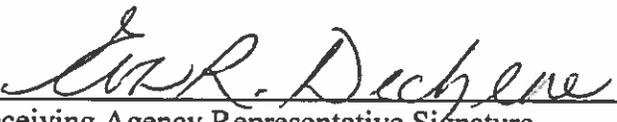
Re: SB 836 – Personnel Records Transfer

Dear Ms. Oehlers,

As per SB 836, relating to the transfer of the management services for the physical facilities for the Blind and Visually Impaired and the Texas School for the Deaf to the Texas Facilities Commission, this is to document the original personnel records, as identified in the enclosed list, have been transferred from the custody of the Texas School for the Blind & Visually Impaired to the Texas Facilities Commission effective Monday, August 24, 2015.

  
\_\_\_\_\_  
Transferring Agency Representative Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Receiving Agency Representative Signature

  
\_\_\_\_\_  
Date

Should you have any questions or require additional information regarding the transfer of records, please contact me via email at [eva.dechene@tfc.state.tx.us](mailto:eva.dechene@tfc.state.tx.us) or telephone (512) 463-8551.

Sincerely,

Eva R. Dechene  
Records Management Officer

Cc: Harvey Hilderbran, Texas Facilities Commission  
Catherine Camp, Texas Facilities Commission



**EXHIBIT E**

**LIST OF TRANSFERRED CONTRACTS**

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**EXHIBIT F**

**LIST OF TRANSFERRED PURCHASE ORDERS**

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**EXHIBIT G**

**LIST OF TRANSFERRED LITIGATION**

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**EXHIBIT H**

**TFC CRIMINAL BACKGROUND CHECK GUIDELINES**



## **Texas Facilities Commission**

### **Criminal Background Checks and Application Guidelines**

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## **Introduction**

Texas Facilities Commission (TFC) has implemented new security procedures. Personnel and TFC contractors & subcontractors, who work in case-sensitive areas, may be required to submit to a criminal history background check. In addition, U.S. Law requires companies to employ only individuals who may legally work in the United States; therefore employers must verify and show proof that employees are authorized to work. This package will begin the process for employers to authorize its employees to work for TFC.

## **Criminal History Criteria**

Employers should use the following criminal history criteria when hiring employees to perform work for TFC. Any employee failing to meet the minimum standard will be denied. If special circumstances exist, please contact the TFC representative for clarification.

### **Contractor Screening Criteria**

A conviction or deferred adjudication for one of the following offenses will result in the **permanent disqualification** of a person from eligibility to provide contractual services with Texas Facilities Commission:

- 1) any act causing death as defined in Texas Penal Code;
- 2) any felony or misdemeanor involving Arson, Burglary, Breach of Computer Security, Credit Card Abuse, Counterfeiting, Forgery, Kidnapping, Robbery, Stalking, Terroristic Threat, Theft, and any sexual offense designated as a felony in Texas Penal Code;

Additionally, anyone who has a current duty to register as a sex offender, is under indictment or is a fugitive from justice is disqualified.

For individuals who have a conviction or deferred adjudication for felonies not enumerated above, 10 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the Texas Facilities Commission

For individuals who have a misdemeanor conviction or deferred adjudication for misdemeanors not enumerated above, 5 years must have passed from the time of disposition or discharge of probation in order for that person to be eligible to provide contractual services with the Texas Facilities Commission

## Employer Guidelines

### FINGERPRINT APPLICANT SERVICES OF TEXAS, F.A.S.T.

The Department of Public Safety has entered into an exclusive contract with L-1 Enrollment Services to provide statewide electronic fingerprinting. The goal of the Fingerprint Applicant Services of Texas (F.A.S.T.) Program is to provide convenient applicant fingerprinting services throughout the state of Texas. L-1 Enrollment Services is committed to a 98% classifiable rate which means quality prints, less rejections, and quick responses. Appointments are available by scheduling on-line at [www.L1enrollment.com](http://www.L1enrollment.com) or by calling **1-888-467-2080**. The cost of this service is \$9.95 plus a \$34.25 fee for the State and National Criminal History Record Information. You may pay for F.A.S.T. services online with a credit card or onsite with a check or money order made payable to L-1 Enrollment Services only. Cash is not accepted!

Here is how to get started:

1. You must obtain a FAST Pass from Texas Facilities Commission (located in forms C-1). This pass will contain all necessary instructions and information to schedule your fingerprint appointment.
2. You will need to schedule an appointment by logging on to the L-1 Enrollment Services website, [www.L1enrollment.com](http://www.L1enrollment.com) or by calling **1-888-467-2080**. If you are scheduling by phone, please request an **"Electronic Fingerprint Submission"** appointment.

When scheduling an appointment you will be prompted by L-1 Enrollment Services for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. Requested data is required by the Texas Department of Public Safety to process your background check.

3. Please complete the necessary fields on the FAST Pass, bring your completed pass and valid State Issued Identification. During your Fingerprint appointment you will be prompted for Social Security Number and Driver License Number. You are also required to have your photograph taken at the time of your appointment. Requested data is required by the Texas Department of Public Safety to process your background check.
4. Once you have completed your appointment you will be provided with a signed receipt which includes your Tracking Control Number (TCN), please retain this receipt for your records.

Your fingerprints, demographic information, and photograph will be sent to the Department of Public Safety and the Federal Bureau of Investigation for process. Criminal History Record Information based upon your submission will be provided to the requesting agency.

If you have any questions regarding the F.A.S.T. processes, please feel free to contact the Fingerprint Services Unit at [fingerprint.service@dps.texas.gov](mailto:fingerprint.service@dps.texas.gov) or (512) 424 – 2365, Option 6.

A TFC representative will view criminal history information from DPS to determine if employee's clearance is accepted or denied. TFC will notify employer about the status of employee. The employee can submit a request to DPS to view their criminal history.

Employers must ensure that all employees are legally able to work in the United States. Employees must be a U.S. citizen or a foreign citizen who have the necessary authorization. Employers shall use E-Verify to check the status of employees. E-Verify is fast, free and easy to use. Employer will set up an account and go through the process. Employer must provide TFC with documentation the employee is authorized to work.

# The Verification Process

## Overview of the Verification Process



Using E-Verify to verify the employment eligibility of employees is a three-step process.

### Create a Case

Before an employer can create a case in E-Verify, both the employer and employee must complete the Employment Eligibility Verification form (Form I-9). All U.S. employers, regardless of whether they participate in E-Verify must complete Form I-9 no later than 3 business days after the employee begins work for pay. Information about the employee from Form I-9 then serves as the foundation for an E-Verify case, which must be created also no later than 3 business days after the employee begins work for pay.

E-Verify guides the employer through a series of questions, which follow Form I-9, beginning with the employee's citizenship attestation, document type(s), then biographical information including name, date of birth, Social Security number and Alien or I-94 number (if a noncitizen). In some cases, the document number and expiration date are also required.

If E-Verify cannot initially match the information, the employer will be prompted to review and correct the information if necessary. Otherwise, E-Verify will display an initial response within three to five seconds.

## Get Results

In most cases, E-Verify will instantly verify the employee's work authorization. If E-Verify returns an "Employment Authorized" response, the employer can continue to the last step in the verification process and close the case.

Sometimes, E-Verify cannot immediately confirm the employee's work authorization and may require the employer or the employee to take action. In these cases, the employer will see one of the following responses on the employee's verification results screen:

- **DHS Verification in Process:** Sometimes, E-Verify's automated search of government records cannot immediately verify employment authorization, and a manual search is required. In this case, E-Verify will return a "DHS Verification in Process" response. The employer must check E-Verify until the employee's case is updated, which usually happens within 24 hours, though it may take as long as three business days. When the employee's case is updated, E-Verify will return either an "Employment Authorized" or "Tentative Nonconfirmation" response.
- **Tentative Nonconfirmation:** If the employee information does not match government records, the employer will see a tentative nonconfirmation (TNC) response. Visit the "Tentative Nonconfirmation" page in this section for more information.

To prevent unnecessary TNCs, the employer must carefully review all entered information for accuracy. Should the employer have made a typographical error or entered incorrect data, the employer should close the case and create a new case for the employee with the correct information.

- **Note: Employer will need to print verification and submit to TFC Representative.**

## Close the Case

All E-Verify cases must be closed by the user in E-Verify when a final verification result is received, regardless of the result. Closing cases is very important because it helps E-Verify maintain statistics on program usage and outcomes.

E-Verify will ask if the employee is still working for the employer and will then instruct the employer to choose the reason why the case is being closed. Once the case is closed, the employer must either record the case verification number on the employee's Form I-9 or print the case details and keep it on file with the employee's Form I-9.

## **PROCEDURES FOR FINGERPRINT REJECTIONS ELECTRONIC FINGERPRINT SUBMISSIONS**

The Department of Public Safety will notify L-1 Enrollment Services when an applicant's fingerprints are rejected by either DPS or the FBI, regardless of the purpose and/or agency the fingerprints were submitted for. L-1 Enrollment Services will contact the applicant by telephone and by letter to notify the applicant of the rejected prints and schedule an appointment to have the fingerprints re-taken. There is no additional cost for having their fingerprints rolled again; often the applicant will disregard contact attempts from L-1 Enrollment Services because they are not DPS or the requesting agency.

### **DPS REJECTS**

When an applicant's fingerprints are rejected for the first time on the DPS level their fingerprints are not submitted to the FBI. The requesting agency is notified of the rejection through Consolidated Response. Upon the second submission of fingerprints, whether the prints are rejected or deemed classifiable by DPS, they are sent to the FBI for process. The applicant has one year from the date of the last rejected fingerprint submission to complete the fingerprint based criminal history process. After one year, a new set of fingerprints and all fees must be resubmitted.

### **FBI REJECTS**

The requesting agency is notified of the FBI rejection through Consolidated Response. Upon the second FBI rejection, it is the responsibility of the agency to request criminal history information based upon the applicant's name and date of birth from the FBI directly. The requesting agency has 90 days from the date of the last rejected fingerprint submission to request the results from the FBI. After the 90th day, a new set of fingerprints and all fees must be resubmitted.

### **QUESTIONS**

If you have any questions regarding the electronic fingerprint rejection process please contact the Fingerprint Services Unit at [fingerprint.service@dps.texas.gov](mailto:fingerprint.service@dps.texas.gov) or (512) 424-2365, option 6.

## CRIMINAL HISTORY ERROR RESOLUTION

The Error Resolution Unit (ER) is responsible for updating and evaluating possible errors in criminal history records. Potential errors are reported to ER by law enforcement, judicial agencies, as well as private citizens.

### Requests Made by Applicants:

If an **applicant** needs to request that a criminal history record be updated or corrected, the applicant will need to supply certified documents to the Error Resolution Unit. Required forms and additional information to assist your applicant in retrieving the proper documentation to submit their requests to the Error Resolution Unit can be found at:

[http://www.txdps.state.tx.us/administration/crime\\_records/pages/errorresolution.htm](http://www.txdps.state.tx.us/administration/crime_records/pages/errorresolution.htm) and through the links below.

- Help us Help You (PDF)
- Error Resolution Form (PDF)
- CHRI Tips (PDF)

## Contact Information

L-1 Identity Solutions  
Finance Department  
15 Century Blvd., Suite 510  
Nashville, TN 37214  
Phone: (877) 512-6962  
Fax: (615) 871-0845

Department of Public Safety  
Access and Dissemination Bureau  
Crime Records Service  
Phone: 512-424-2000

Marlena Schoenfeld  
Risk Management Specialist

Texas Facilities Commission  
1711 San Jacinto  
Austin, Texas 78701  
Office: 512-463-7148  
Cell: 512-828-1996  
Fax: 512-236-6170  
Email: [marlena.schoenfeld@tfc.state.tx.us](mailto:marlena.schoenfeld@tfc.state.tx.us)

Mark Gil  
Director of Risk Management

Texas Facilities Commission  
1711 San Jacinto  
Austin, Texas 78701  
Office: 512-463-1668  
Cell: 512-563-4093  
Fax: 512-236-6170  
Email: [mark.gil@tfc.state.tx.us](mailto:mark.gil@tfc.state.tx.us)



**Account Application**

Firm Name: \_\_\_\_\_

Agency ID/ORI: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Average Monthly Volume Estimate (# of applicants): \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

Please remit draw account payments to:

**L-1 Enrollment Services Division  
Finance Department  
15 Century Blvd., Suite 510  
Nashville, TN 37214**

**Phone: (877) 512-6962  
Fax: (615) 871-0845**

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001  
512/424-2000

[www.txdps.state.tx.us](http://www.txdps.state.tx.us)

## Fingerprint Applicant Services of Texas (FAST)

The Department of Public Safety (DPS) entered into a contract with L1 Enrollment Services in 2005 to offer electronic fingerprinting services to our criminal and non-criminal justice customers. Since 2005, over 1.8 million customers have taken advantage of the FAST Program to satisfy criminal and non-criminal justice criminal history background check requirements. Currently, DPS and L1 Enrollment Services have 81 FAST locations strategically located around the state for customers to use. In addition to the statewide service, the DPS Denson Lobby at 108 Denson Drive provides walk-up fingerprinting services on a first come first serve basis

### FAST Process:

1. *Obtain a FAST Fingerprint Pass.* This document is available from your contact at the Texas Facilities Commission.
2. *Schedule a FAST Fingerprinting Appointment.* Please utilize the statewide FAST service by scheduling an appointment at [www.L1enrollment.com](http://www.L1enrollment.com) or by calling 1-888-467-2080. If you are located in the Austin area you may visit the DPS Denson Lobby at 108 Denson Drive. The Denson Lobby location provides FAST services on a first come first serve basis. It is very important that you follow the instructions on your FAST Fingerprint Pass.
3. *Attend Your Scheduled Fingerprint Appointment.* Attend the fingerprinting appointment selected during the scheduling process. At the fingerprinting location you *must* present a valid driver's license or state identification card to establish your identity. After your identity has been established, you will be electronically fingerprinted, digitally photographed, and additional biographical information will be requested.
4. *Keep Your Receipt.* At the end of the fingerprinting appointment the technician will provide you a receipt. If your fingerprints reject (<2% of the time) due to fingerprint abnormalities, you will need the TCN that is on the receipt to get fingerprinted again at no charge.

If you have any questions or need assistance please contact the Fingerprint Services Unit at [fingerprint.service@txdps.state.tx.us](mailto:fingerprint.service@txdps.state.tx.us) or at (512) 424 – 2365, option 6.



# IN STATE APPLICANT

## Texas Facilities Commission

This document is your FAST Fingerprint Pass for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting <http://www.identogo.com> or by calling 1-888-467-2080. When scheduling an appointment you will be prompted by Identogo for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check. These data elements have been omitted from this document in order to better protect the security of your personal information.

You may pay for FAST services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to <http://www.identogo.com>
2. Select: **Texas**
3. Select: **Online Scheduling**
4. Select: **English or Español**
5. Enter: **First and Last Name**
6. Select: **All Others**
7. Select: **Option A – Electronic Submission**
8. Select: **Yes, I have a FAST Fingerprint Pass**
9. Enter: **TX923605Z**
10. Follow the prompts to enter requested information.
11. Bring this completed form with you to your appointment.

### Section One: Qualified Entity Information

ORI#: TX923605Z

Original TCN: \_\_\_\_\_  
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: Texas Facilities Commission

### Section Two: Applicant Name (To be completed by applicant)

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  
(Please print) (Please print) (Please print)

### Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section Four: Service Center Information (To be completed by FAST Enrollment Agent)

Date Prints Taken \_\_\_\_\_ Amount Charged For Service: \$41.45

Paid by:  Check  Money Order  Visa  MasterCard  Billing Acct \_\_\_\_\_

TCN: \_\_\_\_\_

I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION, I HAVE FINGERPRINTED THE SAME PERSON.

E.A. Name: \_\_\_\_\_ E.A. Signature: \_\_\_\_\_  
(Please print)