



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FORT WORTH ISD
BOARD OF EDUCATION

Regular Meeting

May 23, 2023

Igniting in Every Child a Passion for Learning.

Preparing **ALL** students for success in college, career and community leadership.

Regular Meeting

Notice is hereby given that on Tuesday, May 23, 2023, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District [Teaching and Learning Center, 1050 Bridgewood Drive](#), Fort Worth, Texas. Face masks are optional but recommended when attending this meeting. This meeting will be televised by EdTV, the District's TV station, on Fort Worth ISD's Live YouTube channel, on Spectrum/Charter Cable Channel 192 and AT&T U-Verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, May 22, 2023.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Naming of Richard J. Wilson Elementary School Gymnasium to the William Copeland Gymnasium
 - C. Fort Worth ISD Council of Parent Teacher Association Recognition
 - D. Benbrook High School 2022 Graduate
 - E. Fort Worth ISD Career and Technical Education Fashion Design Students

- F. Mock Interview Scholarship Winners
- G. National High School Dance Festival
- H. University Interscholastic League ONE ACT PLAY Advancing School
- I. University Interscholastic League State Track and Field Medalists and State Qualifiers
- J. Girls Flag Football Champions
- K. Middle School Scholar - Athletes
- L. High School Scholar - Athletes

4. LONE STAR GOVERNANCE

- A. Goal 3: College, Career, and Military Readiness (*V and G*)

5. REPORT/PRESENTATION (*OTHER*)

- A. 2023 - 2024 Budget Development Update

6. BOARD COMMITTEE REPORT (*OTHER*) **8**

7. SUPERINTENDENT UPDATE REPORT (*OTHER*) **10**

8. PUBLIC COMMENT (*S and T*)

9. DISCUSSION OF CONSENT AGENDA ITEMS (*S and P*)

10. CONSENT AGENDA ITEMS (*S and P*)

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

- A. Board of Education Meeting Minutes 20
 - 1. April 11, 2023 - Special Minutes 22
 - 2. April 25, 2023 - Regular Minutes 26
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
 - 1. Approve Ratification of the Student Progress Platform Services with Mesa Cloud 42
 - 2. Approve Ratification of Annual Purchase of Perkins Reserve Grant Insurance Renewal 47
 - 3. Approve Ratification of Data Visualization Platform 52

4. Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 1	56
5. Approve Purchase of Specialists Preparation Program Participation	69
6. Approve Managed Print Services for New District Multi-Functional Printers and Scanners	73
7. Approve Summer Mathematics Professional Development and Coaching for J. Martin Jacquet Middle School	75
8. Approve Summer English Language Arts and Reading Professional Development and Coaching for J. Martin Jacquet Middle School	79
9. Approve Intervention Materials for Summer School Program for J. Martin Jacquet Middle School	83
10. Approve Field Service Management Applications System	86
11. Approve Implementation Services for Field Service Management System	89
12. Approve 2023 - 2024 Allocations for Fort Worth After School and School Leadership (Summer Learning) Partial Service Providers	92
13. Approve Security Patrol Service Provider for District Campuses and Administrative Facilities	98
14. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities for the 2023 - 2024 School Year	102
15. Approve Agreement Between Fort Worth Independent School District and Texas Christian University to Provide the Literacy Conference	105
C. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to State the Responsibilities of Each Party Concerning the Neighborhood Wi-Fi Program Equipment	112
D. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp	126
E. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Police Department	132
F. Approve Memorandum of Understanding with Fort Worth Botanic Gardens for Fourth Grade Science, Technology, Engineering, and Mathematics Challenge	142
G. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Fort Worth Botanic Garden for Pre-Kindergarten Outdoor Learning	150

H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Wesleyan University	157
I. Approve Memorandum of Understanding Addendum Between Fort Worth Independent School District and Region 11 GoTeach 11	165
J. Approve Letter of Agreement Between Fort Worth Independent School District and Tarleton State University's Master of Science Athletic Training Program	168
K. Approve Agreement with Teach for America for the Summer School Program	178
L. Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Approval of Resale of Struck Off Properties to Cities Following a Tax Foreclosure Suit, Judgment, and Unsuccessful Tax Sale	191
M. Approve Naming Richard J. Wilson Elementary School Gymnasium the William Copeland Gymnasium	194
N. Approve Board Operating Procedures Manual Revisions	196
O. Approve First Reading - Revisions to Board Policies BDAA(LOCAL) and DB(LOCAL)	221
P. Approve Quarterly Investment Report for the Period: January 1, 2023 – March 31, 2023	228
Q. Approve Budget Amendment for the Period Ended April 30, 2023	244
R. Approve Additional Spending Authority for Structural and Civil Engineering Services in Conjunction with the 2021 Capital Improvement Program (Request for Qualification #22-084)	251
S. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Wedgwood Middle School Renovations (Request for Qualifications [RFQ] #23-021) in Conjunction with the 2021 Capital Improvement Program	253
T. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Forest Oak Middle School Renovations (Request for Qualifications [RFQ] #23-022) in Conjunction with the 2021 Capital Improvement Program	256
U. Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Diamond Hill-Jarvis High School Job #004-502 in Conjunction with the 2017 Capital Improvement Program	259
V. Approve Change Order No. 1 for Construction at South Hills High School with Steele & Freeman/Post L JV In Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #19-104)	261

11. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (*OTHER*)

12. EXECUTIVE SESSION (*S and T*)

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. 2023 - 2024 Insurance Coverage

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Deliberate the Termination of Schnique Dory's Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code

2. Deliberate Recommendation to Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2023 - 2024 Contract Year, Including but Not Limited to Campus Professionals, Campus Administrators, Principals, Executive Directors, Associate Superintendents, and Executive Officers

3. Executive Director of Transportation

4. Executive Director of Humanities & Academic Support Initiatives

5. Executive Director of CCMR & Enrichment

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

13. RECONVENE IN REGULAR SESSION - BOARD ROOM (*OTHER*)

14. ACCEPT CONSENT AGENDA (*S and P*)

15. ACTION ITEMS (*S and P*)

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Executive Director of Transportation

2. Executive Director of Humanities & Academic Support Initiatives

3. Executive Director of CCMR & Enrichment

16. ACTION AGENDA ITEMS (*S and P*)

- A. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Termination of Schnique Dory's Term Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- E. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
- F. Approve the Renewal and Awarding of Probationary and Term Chapter 21 Contract of Specified Certified Employees for the 2023 - 2024 Contract Year, Including but Not Limited to Campus Professionals, Campus Administrators, Principals, Executive Directors, Associate Superintendents, and Executive Officers
- G. Approve Ratification of Student Internet Connectivity Lines 264
- H. Approve Ratification of Additional Expenditures for Alternative Shuttle Services 273
- I. Approve Purchase of School Supplies for Elementary Schools for Students Enrolled for the 2023 - 2024 School Year 277
- J. Approve Purchase of State Adopted Science Instructional Materials 281
- K. Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 2 307
- L. Approve Renewal of Food Service Management Company Contract for the 2023 - 2024 School Year 332
- M. Approve Renewal of District - Wide Legal Services 334
- N. Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Trimble Tech High School Renovations Betterment Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program 337
- O. Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Amon Carter-Riverside High School Betterment Renovations Project Competitive Sealed Proposal (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program 340
- P. Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Western Hills High School Betterment 343

Renovations Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program	
Q. Approve Closeout Contract with Byrne-Potere JV for Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	346
R. Approve Video Boards and Sports Marketing Contract for Central Athletic Sites	349
S. Approve Nomination for Texas Association of School Boards, Board of Directors, Region 11, Position B	351

**17. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT
DISTRICT ACTIVITIES AND ANNOUNCEMENTS (*OTHER*)**

18. ADJOURN (*OTHER*)

(V and G) – Vision and Goals
(P and A) – Progress and Accountability
(S and P) – Systems and Processes
(A and E) – Advocacy and Engagement
(S and T) – Synergy and Teamwork
(OTHER) – Other

REPORT ONLY AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

Fort Worth ISD’s (FWISD) Trustees serve on nine (9) committees. The members of each committee are:

Finance

CJ Evans
Tobi Jackson
Anael Luebanos
Roxanne Martinez

Facilities Master Plan

Dr. Michael Ryan*
Tobi Jackson
Anael Luebanos
Camille Rodriguez

Legislative

Anne Darr
CJ Evans
Tobi Jackson
Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

After-School Coordinating Board

Wallace Bridges
Quinton Phillips
Roxanne Martinez

Safety and Security

Tobi Jackson*
Roxanne Martinez
Dr. Michael Ryan

Board Audit

Anael Luebanos*
Anne Darr
Dr. Michael Ryan

Special Safety and Security Blue Ribbon Committee (Ad Hoc)

Roxanne Martinez
Tobi Jackson

** Denotes Committee Chair*

Policy

CJ Evans*
Wallace Bridges
Quinton Phillips
Dr. Michael Ryan

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative, and safety and security committees recently met.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

Policy:

The Board Policy Committee met on Thursday, May 18, 2023, by Zoom. Trustees Bridges and Phillips were in attendance. Also in attendance were Superintendent Dr. Angelica Ramsey, Senior Council Lynda Jackson, and Director of Board Policy, Dr. Amanda Coleman.

Trustee Phillips opened the meeting then Dr. Coleman went over final recommendations from trustees for the Board Operating Procedures Manual. The recommended revisions will go before the Board at the May 23rd Board meeting.

Policies BDAA(LOCAL) and BBE(LOCAL) were discussed, and BDAA(LOCAL) will be presented for the first reading at the May 23rd Board meeting; BBE(LOCAL) will be presented for the first reading at the June 27th Board meeting.

There was additional discussion concerning candidate residency, and during the next meeting, social media policies will be discussed.

The committee's next scheduled meeting will be in June.

INFORMATION SOURCES:

Angélica M. Ramsey
Karen Molinar

REPORT ONLY AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

We have added this report in order to add a level of transparency, as well as to share additional information in a Lone Star Governance friendly format. I have several updates this month to share with our Board and community.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

District/Community Events

Since the last Board meeting, I have attended and presented at events across the city. Those events are always a pleasure. I attended the City of Fort Worth – Independent School District Collaborative Meeting in Crowley ISD. I also attended the One Second Committee Steering Committee Implementation Summit.

I had the distinct pleasure to not only attend the All-District Orchestra concert, but also conduct the High School Orchestra playing the Star-Spangled Banner. I attended the Bass Hall Children’s Education Fundraising Luncheon, which was a beautiful event.

In early May, I attended the National Center for Urban School Transformation (NCUST) where our own World Language Institute was selected as an NCUST America's Best Urban School winner.

I also held my last set of advisory meetings. We met with support staff, teachers, parents, community/business and students this month. I appreciate the time and effort of all the advisory committee members which lead to great collaboration.

SWOT Analysis

As a part of my listening tour, a District partner has created a report that provides the findings for the analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT). Last week, I shared the SWOT analysis with all staff members and with the community in my weekly update. It is my hope that the SWOT with a full narrative provides us all the opportunity to understand our strengths and the challenges that lay ahead. We will be engaging a partner to help us create a Profile of a Learner, a Profile of an Educator, a Profile of a Leader, and our FWISD strategic plan this fall. We will communicate the various manners our students, staff, families and community members can participate this fall.

INFORMATION SOURCE:

Angélica M. Ramsey

FWISD Listening Tour - SWOT Analysis



FWISD Listening Tour - SWOT Analysis Executive Summary

This report provides findings for the Fort Worth ISD listening tour across the District organized into an analysis of Strengths, Weaknesses, Opportunities, and Threats (SWOT).

Ten thousand (10,000) Fort Worth ISD employees across all departments have all had the option to spend at least an hour sharing their thoughts and feedback with Dr. Ramsey on what is going well and what needs to improve. The themes are taken from synthesizing all of the comments from scanned notes from five listening tour sessions as well as five batches of comments submitted via email and online, adding up to a total of more than two thousand (2,000) individual data points. The SWOT analysis summary is listed in the table below.

STRENGTHS	WEAKNESSES
<ul style="list-style-type: none"> ● Opportunities for students ● Services for families ● District programs and choices ● Staff dedication and talent ● New internal engagement and communications 	<ul style="list-style-type: none"> ● Departments working in silos ● District initiatives - quantity over quality ● Tech systems and roll outs ● Maintenance, facilities, transportation, custodial services ● Student safety, discipline, and attendance ● Intra-district politics ● Customer service
OPPORTUNITIES	THREATS
<ul style="list-style-type: none"> ● Streamlining tech systems and processes ● Public communications and promotion ● Professional learning, training, and staff supports at all levels ● More school choices and competing with charters ● Strategic staffing, scheduling, and reorganization 	<ul style="list-style-type: none"> ● Declining enrollment ● Staffing shortages and retention ● Special education supports and compliance

FWISD Listening Tour - SWOT Analysis

Strengths

Major strengths from the listening tour included the many opportunities, supports, and choices for students and families. The mission-driven dedication of all staff, accolades for improved internal communications and opportunities for all staff to engage in the listening tour with the Superintendent were also identified as major strengths for the District.

Opportunities for Students

Staff were very enthusiastic about the opportunities that Fort Worth ISD provides students. Specific initiatives that had explicit shout outs included: Bookmobile, Go Centers, Junior Achievement, Visual and Performing Arts, and supports for non-traditional and international students. Staff felt pride in being able to provide supports for the holistic development of students with extracurricular programs, advanced academics, and social and emotional supports to meet the needs of the “whole child”. Most notable was the District’s ability to provide more services in these areas than any competing charter school in the area.

Services for Families

Similarly, staff were proud of the services that the district provided for families. Some of the specific services named included: transportation available to all students, afterschool care at no cost to families, universal breakfast and lunch, and summer food programs. Additionally, other centers for support and community partnerships were named including: food banks, assessment center, family resource centers, language and bilingual services, adolescent pregnancy services, homeless identification services, transition specialists, and mental health programs for students and families.

District Programs and Choices

The number of programs, schools and college and career pathways that are available to students were highlighted as a strength. Types of programs praised varied from grade-specific initiatives to schools and programs of choice. In addition, partnerships like the Leadership Academy Network schools were highlighted as an example of an innovative partnership and as competitive in-District school choice options. The following is a list of programs, college and career pathways, and initiatives that earned specific shout outs:

- STEM
- Advanced Academics
- CCMR and CTE
- JROTC
- The Leadership Academy Network
- Aviation and Robotics
- T3, Senior Success, and College Advisors
- PTECH and ECHS
- Saturday Learning Quest
- Visual and Performing Arts Partnerships

FWISD Listening Tour - SWOT Analysis

Staff Dedication and Talent

Across all of the sessions and submissions, everyone agreed that the staff care about students and families, that everyone was putting in the effort and working with what they have.

Common remarks included:

- “We care about students and families.”
- “We do a lot with a little.”
- “We do what it takes.”
- “We take pride in our schools and pyramids.”

Additionally, there were common themes around hiring quality, talented people into the district. Staff recognized an improvement in the staffing pipeline, particularly praising the fact that the District was hiring earlier and improving employee retention rates. Staff praised the emphasis on mental health especially in response to tragedy, teacher pay for newer teachers, and financial incentives such as retention bonuses for staff. There were also role-specific shout outs for being one of the few Districts to have full-time librarians and mental health professionals.

New Internal Engagement and Communications

Staff were very impressed with the new direction in internal communications, despite the identification of conflicting and inconsistent communications in the Weaknesses category. Namely, the “Monday Message” had high praise as well as the Weekly Update, Friday communications, and having direct access and facetime with the Superintendent. Staff seemed encouraged by the new direction of internal communications and are looking forward to it continuing. Externally, parent communications and leveraging Blackboard was also identified as a strength, although community engagement and parent communication was recognized as an opportunity as well.

Weaknesses

Inconsistency, coherence, and fidelity were predominately identified as weaknesses. Main points cited were departments working in silos, having conflicting or incomplete initiatives, and using disconnected or outdated technology systems and poor rollouts. Additional weaknesses included support from non-classroom staff, shortages, retention, and pay alignment with credentials. Broad points around District politics and customer service were also noted, as well as areas of improvement in student safety, discipline, and attendance.

Departments Working in Silos

The most common word that appeared across all sessions and submissions was “silos”. Staff often described a lack of intentionality, coherence, fidelity, and accountability. This was not directed at a particular department or initiative, but instead applied across departments characterizing their collaboration and communication as lacking.

FWISD Listening Tour - SWOT Analysis

District Initiatives - Quantity over Quality

Similarly, there was a blanket sentiment of having too many initiatives that were half-implemented, administered without accountability, and developed in isolation from other related departments or initiatives. MTSS, FLEX, and Advanced Academics were identified multiple times. Other particular initiatives that were named are as follows:

- MTSS
- FLEX
- RISE
- Advanced Academics
- SpEd
- Bilingual
- ECE
- Board member-initiated projects and initiatives

Tech Systems and Roll Outs

The tech systems and processes were also aligned to the common theme of working in silos. Without specifics, staff commented on how systems are repetitive, do not communicate with each other, and in some cases are outdated. Staff commented on the poor rollouts of tech systems and processes, as well as the lack of fidelity in implementation and usage accountability. The MacBook rollout was one particular example that was identified a number of times as it was widespread throughout the District, but did not natively connect to the new classroom devices and smartboards.

Maintenance, Facilities, Transportation, Custodial Services

The maintenance, facilities, transportation, and custodial service workers had particular concerns about not having enough staff or support and working outside of their job scopes. Maintenance, facilities, and custodial workers shared that they are overworked and overwhelmed because there is a shortage of workers. They noted the significant impact of worker shortages on the cleanliness and maintenance of campus facilities. They also mentioned that at times they were asked to fill campus roles outside of their scope, including standing in as adults in the classroom, hallways, or for testing protocols. They were recognized as very caring and as great mentors for students, which will be highlighted in the opportunities section. Transportation workers stated that they are overworked and overwhelmed due to worker shortages as well. They shared how the programs and schools of choice create complex transportation challenges as well as access inequities for students. At the same time, transportation and schools/programs of choice are resoundingly touted as a strengths. All maintenance, facilities, transportation, and custodial staff mentioned a lack of support and collaboration with campus administration and leadership.

Student Safety, Discipline, and Attendance

A recurring concern was about student safety, discipline, and attendance. A few submissions named student fights and drug use, while others more broadly advocated for more student discipline and accountability to the code of conduct. For accountability, responses ranged from

FWISD Listening Tour - SWOT Analysis

social emotional practices and mental health supports, while others included consequences like suspensions or alternative education placements. Student attendance and truancy were also identified as a weakness.

Intra-District Politics

A number of submissions and comments repeated the sentiment that the stakeholders that are the loudest often unfairly get the most urgent priority, with submissions such as:

- "We don't follow guidelines due to desire to make 'loud voices' happy"
- "SPED dept. kowtow to 'squeaky wheels'"

Additionally, there were very specific individual instances of politics and conflicts, one being in athletics, another being individual board and District leader "pet projects" disrupting strategy and day-to-day work, and a third being inequity or a division between the Eastside and the Westside Fort Worth ISD schools. Finally, an external threat is the political conflict and pressure that Tarrant County voters and stakeholders are grappling with, especially regarding current public education issues.

Customer Service

Across comments and submissions there was a common theme of having poor customer service. This was in regards to both service of families and facilities, as well as in the context of competing with charter schools. Listed as an opportunity as well, staff mentioned a desire for trainings mentioning a past districtwide customer service training initiative. An interest in accountability was also expressed by staff including "secret shopper" ideas and other opportunities to improve the level of customer service.

Opportunities

The opportunities mentioned in the listening tour involved expanding on some of the strengths as well as taking advantage of interest and momentum in the weaknesses. These include areas such as technology systems and processes; public communications and external promotion; professional development training and accountability; expanding school and program choices; and creative, strategic restructuring of the District.

Streamlining Tech Systems and Processes

For the most part, staff actually agree that the technology is good but the concerns are conflicting systems and technology rollout. There is an opportunity to audit the current systems to identify duplicative services, outdated technology or unnecessary "paper", and systems that do not share data natively with each other. Consistency to adjust and leverage a new system is also important, as well as rolling out the system with appropriate onboarding, trainings, FAQ documents, and resources (ex. adapters, dongles, software). Additionally, knowing where each process sends the data and who are the right audiences of that data would be beneficial. There is a general sentiment that a fairly large amount of data is collected, yet they often do not make it into the right hands, nor arrive synthesized and analyzed in a helpful way.

FWISD Listening Tour - SWOT Analysis

Public Communication and Promotion

There is a large desire and momentum to increase the District's key messages and drive an intentional public communications and promotion campaign. Staff have a large sentiment of pride for their campuses and pyramids and many for the District at large. This is prompting a sense of urgency for staff in combination with an awareness of declining enrollment and increased school competition. There is a trend in staff mentioning "micro districts" or community-specific communications with mixed reviews. Some see it as a result of silos or having a fragmented communications plan. However, there is an opportunity to develop targeted and appropriately segmented communications to each specific audience after defining a District-centered identity and key messages. Staff agree that the district has enough to tout, and that there is room to be "bragging on ourselves."

PD, Training, and Staff Support at all Levels

At each level of the District, from custodial to central office management, there is a large desire for more intentional professional learning and training. Generally, there is an appetite for more onboarding, frequency, clarity, and accountability. This provides a great opportunity for a reset of expectations and trainings across all roles throughout the district, as well as a system of accountability at each level. Specific ideas that staff had included:

- Mentoring between new and veteran staff for teachers, maintenance, and District admin
- Clarity through onboarding and resources such as staff/office handbooks, District resource booklets, department maps and contacts
- Specific topics of interest for campus administration and leadership include instructional practices and coaching, SpEd and MTSS, effective PLCs, ownership and accountability, de-escalation and classroom management

School Choices and Competing with Charters

The realization of increased competition and decreased attendance and enrollment creates an opportunity for additional choices and programs for students, especially since staff views these programs as a strength and unique feature that the District can offer to differentiate itself. Additionally, this awareness is an opportunity to express the severity of enrollment declines and the financial implications and challenges to stress the importance of "doing a lot with a little." This can motivate staff for creative rethinking of school choices and facilities. Generally, staff agree that expanding the portfolio of choices for students and replicating successful and in demand options are strengths of the District and a viable retention strategy. Some specific ideas include:

- The Leadership Academy Network
- Additional academy choices - ex. YWLA
- Local organization partnerships - universities, industry, performing arts, Go Centers, T3
- Gold Seal Programs of Choice (GSPOC) and college and career pathways
- Recovery campuses to recapture under-credited students from delays at other schools - ex. charters, CAN Academy, homeschool
- "Charter-type" high schools
- Recruitment efforts to specific pyramids or GSPOC

FWISD Listening Tour - SWOT Analysis

Strategic Staffing, Scheduling, and Reorganization

Given the awareness of declining enrollment, a general sentiment of being too “top heavy” as a District, there is a large opportunity to make strategic structural shifts. The timing of a change in leadership is aligned with staff stakeholder input and an appropriate response to the current conditions of the District. With transparency and community input, the implications of enrollment decline and the challenges of resources and funding can be aligned to the strategic ideas that staff shared. Strategic opportunities emerged in the following themes:

- School facilities, closures, and choices (ex. leadership academies, innovative partnerships and school models, ECHS, industry partnerships, community hubs, recovery campuses, virtual school options)
- Enrollment and attendance boundaries and policies (ex. 2-mile radius choices, universal enrollment, streamlined registration and transfer windows)
- Strategic staffing and compensation models (ex. TIA, “passing bonuses”, rethinking distribution of compensation for teacher assistants and EOC teachers)
- Innovative school-year scheduling (ex. balanced year calendar), school-day blocking (ex. intervention periods, specials and extracurriculars), and student trajectory pathways (ex. CTE alignment, industry partnerships)
- Empowering successful principals (ex. autonomy and local decision-making, replication and scaling, mentorship and pyramid-lead regional roles)
- Teacher retention (ex. stipends, creative classroom size management and MTSS/RTI with teacher assistants, mentorship, exit and retiring surveys)

Threats

The main threats to the District were the declining enrollment with the associated decline in resources and funding. Special education supports and compliance are threats as well.

Declining Enrollment

As discussed in previous sections, the threat of declining enrollment has direct implications on District funding. The rate of decline is drastic due to the compounding impacts of increased competition, low birth rates, pandemic lockdown, and more. There will be a need for a comprehensive action plan involving an intentional multi-year school action plan, a creative reorganization of departments and staffing, a multi-stakeholder communications plan, and a strategic vision and timeline to sustainability.

Staffing Shortages and Retention

In addition to the staffing shortages mentioned in the maintenance, facilities, transportation, and custodial services section, campus staff mentioned a shortage in substitutes, paraprofessionals, teacher assistants, bilingual teachers, Black and Latino teachers, and Parent Partnerships staff members. All staff shortages are directly linked to stretching the current teachers and staff thin to cover classes, grow class sizes, prevent intentional interventions, and engage families. The lack of bilingual teachers and Black and Latino teachers also demonstrates a lack of diverse representation and language accessibility.

FWISD Listening Tour - SWOT Analysis

Special Education Supports and Compliance

The concerns in the SpEd area were quite specific and although they were low in frequency, because of the nature and severity of SpEd compliance consequences it is worth listing in the threats category. Some of the concerns included general education teachers and campus leadership understanding SpEd law for compliance, MTSS practices with deep fidelity, and consistency and accountability in attending assigned ARD meetings. Additionally, there were areas of improvement in collaboration with diagnosticians, as well as collaboration between SpEd and general education teachers to provide the appropriate services in all contexts. Lastly, there were complaints about the large caseloads and discrepancies in which experiences and certifications that the District recognizes for hiring and compensation, especially in regards to the many roles in this area (ex. diagnosticians, psychiatrists / psychologists, counselors, social workers, interventionists, SpEd teachers, trauma specialists, MTSS specialists, restorative practice specialists, and more).

Proposed Next Steps

Informing the District Strategic Plan

To continue ongoing staff communications and community engagement, District leadership will continue to sustain the deep listening it is conducting beyond the listening tour. With an ongoing ear to the ground, these major themes and domains of feedback from across District departments and communities should be a large contributor to inform the District strategic plan in the short-term, mid-term, and long-term to maintain coherence, momentum, and overall vision.

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on April 11, 2023.

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 April 11, 2023 that the Board of Education of the Fort Worth Independent School District held a Special Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, 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 April 5, 2023, at 2:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING APRIL 11, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 11, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on April 11, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
Second Vice President Trustee Roxanne Martinez, District 9 (Absent)
School Board Secretary Carin "CJ" Evans, District 5
Trustee Camille Rodriguez, District 1
Trustee Wallace Bridges, District 4
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8

1. 5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER).

President Jackson called the special meeting to order at 5:31 p.m.

2. REPORT/PRESENTATION (V and G).

A. STAAR Accountability Update

Associate Superintendent, Sara Arispe, and Chief of Innovation, David Saenz, presented the *STAAR Accountability Update* report.

3. PUBLIC COMMENT (S and T).

No speakers.


4. RECESS - RECONVENE IN BOARD²³CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER).

5. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.
 - A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - B. Deliberation Regarding the Appointment, Employment, Evaluation Reassignment Duties, Discipline, or Dismissal of Public Officer or Employee, Including, but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term 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 §551.076)
 - D. Real Property (Texas Government Code §551.072)
6. RECONVENE IN SPECIAL MEETING - BOARD ROOM (OTHER)
7. ACTION AGENDA ITEM (S and P)

A. Approve the Naming of Rolling Hills Elementary.

Motion was made by Michael Ryan, seconded by Anne Darr, to approve the Naming of Rolling Hills Elementary.

Before action was taken, Michael Ryan and President Jackson made comments.

 Action Agenda

The motion was unanimously approved.

8. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER)
- The special meeting was recessed to move in Executive Session at 6:45 p.m.
9. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation Reassignment Duties, Discipline, or Dismissal of ²⁴Public Officer or Employee, Including, but Not Limited to Action Items Related to the Recommendation to Terminate Certain

Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Superintendent's Evaluation

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

10. RECONVENE IN SPECIAL MEETING - BOARD ROOM (OTHER)

The special meeting was reconvened at 8:36 p.m.

11. ADJOURN (OTHER)

The special meeting was adjourned at 8:36 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on April 25, 2023.

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 April 25, 2023 that the Board of Education of the Fort Worth Independent School District held a Regular Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, 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 April 20, 2023, at 5:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING APRIL 25, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on April 20, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on April 20, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

- School Board President Tobi Jackson, District 2
- First Vice President Quinton Phillips, District 3
- Second Vice President Trustee Roxanne Martinez, District 9
- School Board Secretary Carin "CJ" Evans, District 5
- Trustee Camille Rodriguez, District 1
- Trustee Wallace Bridges, District 4
- Trustee Anne Darr, District 6
- Trustee Michael Ryan, District 7
- Trustee Anael Luebanos, District 8

The following administrators were present:

- Angélica Ramsey, Superintendent of Schools
- Karen Molinar, Deputy Superintendent
- Carmen Arrieta-Candelaria, Chief Financial Officer
- Marcey Soresen, Chief Academic Officer
- Jerry Moore, Chief of Schools
- Cherie Washington, Chief of Student Support Services
- David Saenz, Chief of Innovation
- Raúl Peña, Chief Talent Officer
- Marlon Shears, Chief Information Officer

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (OTHER)

President Jackson called the meeting to order at 5:32 p.m.

2. PLEDGES (OTHER)

Executive Director of External and Emergency of Communications, Claudia Garibay, led the pledges.

3. RECOGNITIONS (OTHER)

A. Recognition of Students Performing and Greeting Prior to the Meeting

Claudia Garibay recognized the students performing and student greeters.

B. Playoff Soccer Teams

Claudia Garibay gave the *Playoff Soccer Teams* recognition.

C. New Teacher Competition Winners

Claudia Garibay gave the *New Teacher Competition Winners* recognition.

4. REPORT/PRESENTATION (OTHER)

A. Notice of Compliance with Board Member Training Requirements

President Jackson read the *Notice of Compliance with Board Member Training Requirements* as follow:

The following first-year board members have completed the local district orientation training: Wallace Bridges and Camille Rodriguez

The following first-year board member is deficient in meeting the required Orientation to the Texas Education Code training and the next available training is June 30, 2023: Wallace Bridges

No board members were required to complete Post-Legislative Update to the Texas Education Code training for the time period covered by this announcement.

The following board members have completed the annual team-building training: Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, Roxanne Martinez

The following board members have completed the additional continuing education requirements: Camille Rodriguez, Anael Luebanos, CJ Evans, Michael Ryan, Quinton Phillips, Wallace Bridges, Tobi Jackson, Roxanne Martinez

The following board member has scheduled training to timely complete the additional continuing education requirements: Anne Darr

The following board members have completed the biennial training on evaluating student academic performance and setting goals: Anne Darr, Camille Rodriguez, CJ Evans, Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson

The following board member is deficient in meeting the required biennial training on evaluating student academic performance and setting goals and will schedule the

training at the next available offering: Anael Luebanos

The following board member has time remaining to complete the biennial training on evaluating student academic performance and setting goals and has not yet scheduled this training: Wallace Bridges

The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Anne Darr, Camille Rodriguez, Michael Ryan, CJ Evans, Tobi Jackson, Wallace Bridges, Roxanne Martinez, Anael Luebanos

The following board member is deficient in meeting the required biennial training on identifying and reporting abuse and trafficking: Quinton Phillips

The following board members have completed the biennial training on school safety: Anael Luebanos, Anne Darr, Camille Rodriguez, CJ Evans, Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson

The following board member has time remaining to complete the biennial training on school safety and has not yet scheduled this training: Wallace Bridges

5. BOARD COMMITTEE REPORT - Written Report Only (OTHER)

The Board had no questions.

6. SUPERINTENDENT UPDATE REPORT - Written Report Only (OTHER)

The Board had no questions.

7. PUBLIC COMMENT (S and T)

Speakers:

Ernie Moran

Hollie Plemons

Todd Daniel

Scott Blanco-Davis

Kris Kittle

Amy Super

Meredith Bowman

Trenace Dorsey-Hollins

Delora Evans

Vanessa Clementino

Anthony Watson

Trina Harris

Melony Watson

Taundala Tindle

8. DISCUSSION OF CONSENT AGENDA ITEMS (S and P)

Anael Luebanos had a question on Consent Agenda Item 9.B.10. *Approve Purchase of Student Device Repair Services.*

CJ Evans requested Consent Agenda Item 9.K. *Approve First Reading - Revision to Board*

Policy DB(LOCAL) and DC(LOCAL) be pulled for a separate vote.

Wallace Bridges requested Consent Agenda Item 9.B.10. *Approve Purchase of Student Device Repair Services* be pulled for a separate vote.

Trustee Darr mentioned she will recuse herself from voting on Consent Agenda Item 9.B.2 *Approve Amended Set Aside for the Shared Services Agreement Between Education Service Center Region 11 and Fort Worth Independent School District for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth ISD Attendance Area.*

Camille Rodriguez had a question on Consent Agenda Item 9.B.10. *Approve Purchase of Student Device Repair Services.*

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

A. Board of Education Meeting Minutes


1. March 7, 2023 - Workshop Minutes
2. March 28, 2023 - Regular Minutes

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More

1. Approve Ratification of Azure Overage Services

 Azure Overage Services


2. Approve Amended Set Aside for the Shared Services Agreement Between Education Service Center Region 11 and Fort Worth Independent School District for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth ISD Attendance Area


 Carryover


3. Approve Amendment for the Purchase of Television Advertisement for Pre-Kindergarten/Kindergarten Campaign


 Television Advertisement



4. Approve Additional Flooring and Flooring Installation Services


 Additional Flooring and Installation Services


5. Approve Purchase of Tools and Equipment for District - Wide Operations
 -  Equipment for District - Wide Operations


6. Approve Purchase of Literacy English Language Arts and Reading Teacher and Student Kits
 -  Literacy English Language Arts


7. Approve Purchase of Value-Added Analyses and Roster Verification Support for Teacher Incentive Allotment
 -  Teacher Inventive Allotment


8. Approve Purchase of Professional Human Resources Cloud Data Collection Services for Employee Engagement
 -  Cloud Data Collection Services - Board Item
 -  Cloud Data Collection Services - Quote


9. Approve Purchase of Local Area Network Maintenance Managed Services Support (E-Rate Eligible)
 -  Local Area Network Maintenance

10. Approve Purchase of Student Device Repair Services
 -  Student Device Repair Services


11. Approve Purchase of Distribution Services for Student Mobile Devices
 -  Services for Student Mobile Devices

12. Approve Purchase of Distribution Services for Teacher Mobile Devices
 -  Services for Teacher Mobile Devices


13. Approve Purchase of Open Data Solutions Software
 -  Open Data Solutions Software

14. Approve Purchase of Information Technology Advisory Services
 -  Information Technology Adviosry Services


15. Approve Purchase of Music Software Subscriptions

 Music Software Subscriptions

16. Approve Purchase of Subscription for Music Instructional Materials

 Music Instructional Materials

17. Approve Purchase of Network Cabling Upgrades for the Fort Worth Independent School District Professional Development Center

 Network Cabling Upgrades


18. Approve Purchase of Network Core Equipment for Administration Office and Schools

 Network Core Equipment

19. Approve Purchase of Network Wireless Equipment

 Network Wireless Equipment


20. Approve Interactive Flat Panel Display and Cart Installations for Classrooms at all Leadership Academy Network Campuses and Phalen Leadership Academy at J.M. Jacquet Middle School

 Interactive Flat Panel Display and Cart


21. Approve Modification of Soccer Field Drainage at T.A. Sims Elementary School

 Soccer Field Drainage

22. Approve Fire Alarm Vandalism Repair

 Fire Alarm Vandalism Repair


23. Approve Renewal of Microsoft Enrollment for Education Solutions Program

 Microsoft Enrollement

24. Approve Renewal of Private Long-Term Evolution Network

 Long-Term Evolution Network


25. Approve Consulting Agreement Contract with Fort Worth Independent School District and Child Development Associate Service Program

 Child Development Associate Service Program

- C. Approve Program Letter of Agreement Between Fort Worth Independent School District and the Tarrant County Hospital District d/b/a JPS Health Network d/b/a John Peter Smith Hospital

 Letter of Agreement - JPS

- D. Approve Partner Agreement Between Fort Worth Independent School District and Camp Fire First Texas

 Camp Fire First Texas


- E. Approve Affiliation Agreement Between Fort Worth Independent School District and the University of Texas Arlington for Social Work Educational Field Experience

 Affiliation Agreement - UTA

- F. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum

 Dallas Holocaust and Human Rights Museum - MOU


- G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Invicta Services Group

 Invicta Services Group - MOU

- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Kansas State University


 Kansas State University - MOU

- I. Approve Resolution Extending the Depository Contract for the Period July 1, 2023 Through June 30, 2025

 Depository Extension - Board Item









 Depository Contract - Resolution

- J. Approve Extension of the Performance Contract Between Fort Worth Independent School District and Texas Wesleyan University

 Performance Contract - Texas Wesleyan University

- K. Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)

 First Reading Revisions - DB(LOCAL) and DC(LOCAL)

- L. Approve Second Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
-  Second Reading - Revisions - CKC(LOCAL) and CPC(LOCAL)
- M. Approve Proposed Board of Education Meeting Dates for the 2023 - 2024 School Year
-  BOE Meeting Dates
- N. Approve Budget Amendment for the Period Ended March 31, 2023
-  Budget Amendment
- O. Authorize Superintendent to Accept Property Tax Reduction Request for Struck-Off Property Located at 3602 Conway Street as Full Satisfaction of the Total Amount of Judgement Against this Property
-  Struck-Off Property - 3602 Conway Street
- P. Approve Lease of Real Property and Mineral Rights for 14.48-Acre Tract of Land, More or Less, Out of the E. Wilburn Survey A-1679 and the H. Covington Survey, A-256, Tarrant County, Texas, Being the Westpark Addition to the City of Fort Worth, Tarrant County, Texas
-  Lease of Real Property and Mineral Rights
- Q. Approve Closeout Contract with AMX Environmental for Polytechnical High School Job #009-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
-  Closeout Contract - Poly High School
- R. Approve Closeout Contract with AMX Environmental for Trimble Tech High School Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
-  Closeout Contract - Trimble Tech
- S. Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Trimble Tech High School Job #011-503 in Conjunction with the 2017 Capital Improvement Program
-  FF and E - Trimble Tech High School
- T. Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Diamond Hill-Jarvis High School Job #004-503 in Conjunction with the 2017 Capital Improvement Program

FF and E - Diamond Hill-Jarvis High School

- U. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for J.M. Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program

CMAR - Jacquet Middle School

- V. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for W.C. Stripling Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

CMAR - Stripling Middle School

- W. Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for Workforce-Based High School at Como Montessori (RFQ #23-009) in Conjunction with the 2021 Capital Improvement Program

CMAR - Como Montessori

- 10. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (OTHER).

The meeting was recessed at 6:39 p.m.

- 11. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. Deputy Superintendent of Learning and Leading
 - 2. Deputy Superintendent of District Infrastructure
 - 3. Associate Superintendent of Learning and Leading (3)
 - 4. Executive Director of Leadership (Secondary)

- 5. Executive Director of Leadership (Elementary)
- 6. Executive Director of Math/Science and Professional Learning
- 7. Executive Director of Compensation
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER)

The meeting was reconvened at 8:21 p.m.

13. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve and Accept Consent Agenda with the Exception of Consent Agenda Item 9.B.10. *Approve Purchase of Student Device Repair Services* and Consent Agenda Item 9.K. *Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)..*

The motion was unanimously approved.

Anne Darr abstained from voting on Consent Agenda Item 9.B.2 *Approve Amended Set Aside for the Shared Services Agreement Between Education Service Center Region 11 and Fort Worth Independent School District for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth ISD Attendance Area.*

14. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

9.B.10. Approve Purchase of Student Device Repair Services

Motion was made by Quinton Phillips, seconded by Anael Luebanos, to approve Purchase of Student Device Repair Services.

Before action was taken, Wallace Bridge, Michael Ryan, CJ Evans, and Anael Luebanos asked questions.

The motion was unanimously approved.

9.K. Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL).

Before action was taken, CJ Evans and President Jackson made comments.

The motion failed.

Yes: Camille Rodriguez, and Quinton Phillips.

No: Tobi Jackson, Wallace Bridges, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

B. Personnel

Motion was made by Michael Ryan, seconded by Wallace Bridges, to approve Personnel.

The motion was unanimously approved.

Angélica Ramsey read the personnel appointments.

1. Deputy Superintendent of Learning and Leading
2. Deputy Superintendent of District Infrastructure
3. Associate Superintendent of Learning and Leading (3)
4. Executive Director of Leadership (Secondary)
5. Executive Director of Leadership (Elementary)
6. Executive Director of Math/Science and Professional Learning
7. Executive Director of Compensation

15. ACTION AGENDA ITEMS (S and P)

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

Motion was made by CJ Evans, seconded by Anne Darr, to approve Proposed Termination of Schnique Dory's Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

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B. Approve Proposed Termination of Certain Probationary Contract Employees for Good

Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this action agenda item.

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

No action was taken on this action agenda item.

- D. Approve Recommendation to Terminate Certain Probationary Contract Employees at the End of the Contract Period, In the Best Interest of the District Pursuant to Chapter 21 of the Texas Education Code.

No action was taken on this action agenda item.


- E. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken on this action agenda item.

- F. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code and Board Policy DFFB (LOCAL)

No action was taken on this action agenda item.


- G. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Eastern Hills High School Betterment in Conjunction with the 2017 Capital Improvement Program

 General Contractor - Eastern Hills High School

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Eastern Hills High School Betterment in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

- H. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Dunbar High School Betterment in Conjunction with the 2017 Capital Improvement Program

 General Contractor - Dunbar High School

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Dunbar High School Betterment in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.


- I. Approve Partial Closeout Contract with SEDALCO - SMR JV for Job #010-212 and Authorize the Partial Release of Retainage in Conjunction with the 2017 Capital Improvement Program

 Paschal Partial Closeout

Motion was made by Quinton Phillips, seconded by Roxanne Martinez, to approve Partial Closeout Contract with SEDALCO - SMR JV for Job #010-212 and Authorize the Partial Release of Retainage in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.


- J. Approve Purchase of State Adopted Mathematics Instructional Materials

 Math Instructional Materials

Motion was made by Anael Luebanos, seconded by Michael Ryan, to approve Purchase of State Adopted Mathematics Instructional Materials.

The motion was unanimously approved.


- K. Approve Purchase of Replacement Grease Traps at Eleven Campuses

 Grease Traps

Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve Purchase of Replacement Grease Traps at Eleven Campuses.

The motion was unanimously approved.

- L. Approve Purchase of Laptops for the Remaining Elementary and Middle Schools

 Purchase of Laptops

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve Purchase of Laptops for the Remaining Elementary and Middle Schools.

Before action was taken on this item, Anne Darr, CJ Evans, Michael Ryan, Anael Luebanos, Wallace Bridges, and Camille Rodriguez asked questions.

Before action was taken on this item, CJ Evans made the following substitute motion Approve Purchase of Laptops for the Remaining Middle Schools and this Proposed Contract Exclude Purchase of Devices for Elementary Schools.

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve Substitute Motion Purchase of Laptops for the Remaining Middle Schools and this Proposed Contract Exclude Purchase of Devices for Elementary Schools..

Before action was taken on the substitute motion, Anne Darr and Camille Rodriguez asked questions.

The motion was approved.

Yes: Tobi Jackson, Wallace Bridges, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

No: Camille Rodriguez, and Quinton Phillips.

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Purchase of Laptops for the Remaining Middle Schools and this Proposed Contract Exclude Purchase of Devices for Elementary Schools..

Before action was taken on the motion, Camille Rodriguez, Anne Darr, Roxanne Martinez, Quinton Phillips, Anael Luebanos asked questions.

The motion was approved.

Yes: Tobi Jackson, Quinton Phillips, Wallace Bridges, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

No: Camille Rodriguez.

M. Consider the Level III Grievance of Meredith Hicks (Convene in Closed Session, if Necessary).

1. 10 Minutes - Presentation by Complainant and/or Representative(s)
2. 10 Minutes - Presentation by District Representative
3. Questions from Board Members
4. Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session).

The Board took no action on this grievance.

16. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER).

Trustees made comments.

17. ADJOURN (OTHER)

The meeting was adjourned at 10:33 p.m.

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

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: **APPROVE RATIFICATION OF THE STUDENT PROGRESS
PLATFORM SERVICES WITH MESA CLOUD****

BACKGROUND:

Mesa Cloud is an online student progress platform service designed to help with academic management (e.g., transcripts, schedules, data errors, etc.). The software platform automatically identifies students needing courses to graduate or identify eligible academic opportunities. Accountability reports are available by grading period and/or on-demand for students in grades 9-12 at the campus and District levels. Having this reliable resource in place affords counselors the opportunity to devote more of their time to the present needs of their students and families.

Although Fort Worth ISD first contracted with Mesa Cloud during the 2021 - 2022 school year, multiple delays during the initial onboarding period resulted in a late rollout of services. This glitch pushed the proposed implementation date back to mid-Spring 2021 semester. As a result, the Fort Worth ISD Counseling Services Department and Mesa Cloud opted, by mutual agreement, to extend the existing contract for an additional one (1) year term ending on October 31, 2023. The addendum to the Mesa Cloud Master Service Agreement, finalized on May 2, 2022, essentially changed the existing agreement from a one (1) year contract to a multi-year one:

Year One: March 30, 2022 – October 15, 2022
Year Two: October 15, 2022 – June 30, 2023

Although payments related to Mesa Cloud were remitted in two (2) different fiscal years, both were paid under one binding service contract agreement that collectively totaled \$95,556. Since the total payout exceeds the \$50,000 threshold, we seek Board approval at this time.

The renewal contract for the 2023 - 2024 school year will be presented for approval at the June 27, 2023 Board meeting.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of the Student Progress Platform Services with Mesa Cloud
2. Decline to Approve Ratification of the Student Progress Platform Services with Mesa Cloud
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of the Student Progress Platform Services with Mesa Cloud

FUNDING SOURCE: **Additional Details:**

ESSER Fund 282-32-6396-001-999-24-950-000204-22F32

COST:

\$95,556

\$47,000...*Total Initial Investment, 2021-2022 School Year (March 30, 2021-October 15, 2022.)*

\$48,556...*Total Investment Year 2, 2022- 2023 School Year (October 15, 2022-June 30, 2023.)*

VENDOR:

Mesa Cloud

PURCHASING MECHANISM:

Cooperative Agreement

Buyboard #661-22

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

All High Schools serving 9th-12th grade students

RATIONALE:

This platform assists with academic management so that counselors can focus on the pressing needs of their students. Educational management has been growing, and the ability to assist and identify students needing courses to graduate has become more complex as a result of lingering post pandemic challenges, i.e., multiple master schedules, courses, changes to graduation requirements and assessments based on availability. To offset some of these factors, the platform can help by automatically identifying students needing courses to graduate and identify eligible academic opportunities; thereby, clearing more one-on-one time for counselors and administrators to interact with students and their families to ensure all students are ready for graduation.

INFORMATION SOURCE:

Cherie Washington



Purchase Order

ACCOUNTING COPY

Fiscal Year 2023

Page: 1 of: 1

Fort Worth
INDEPENDENT SCHOOL DISTRICT

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **82306828 - 00**

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-E
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2120 | FAX (817) 814-2125
accountspayables@fwisd.org

PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2200

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MESA CLOUD INC
P O BOX 342376
2110 RANCH ROAD 620 S
AUSTIN, TX 78734
Email: jruff@mesacloud.com

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FWISD STUD ENG AND COUNS SVCS
2801 PATINO ROAD RM 121
FORT WORTH, TX 76112
Email: pamela.osby@fwisd.org
Phone: 817-814-1561

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
608-498-9214				12308921		Pamela Osby 817-814-2571	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
10/03/2022	29882					ACADEMIC ADVISEMENT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Mesa OnTime - Pro-Rated from Oct 15-June 30 to align with Fiscal Year. 22,210 @ 2.186. 282-32-6396-001-999-24-950-000204-22F32 \$48,551.06	1.0	EACH	\$48,551.06	\$48,551.06
	LIVE PO EMAIL TO BUYBOARD BUYBOARD 661-22 TECHNOLOGY EQUIPMENT, PRODUCTS, SERVICES AND SOFTWARE EXPIRES 12/31/2024 ESTIMATE #1060 This PO is for Mesa OnTme Pro-Rated from Oct 15-June 30 to align with Fiscal Year. ***** GL SUMMARY ***** 282-32-6396-001-999-24-950-000204-22F32 \$48,551.06				

Purchase Order Total	\$48,551.06
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filling of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - By providing goods and/or services based on this Purchase Order, you agree to the Fort Worth Independent School District Purchase Order Terms and Conditions posted on the District website, at the link below. These Purchase Order T&Cs shall supersede and exclude all terms and/or conditions contained in any vendor order form, order acknowledgement form, invoice, scope of work, terms and conditions, terms of use, or other business form submitted with respect to the goods and/or services provided by a vendor. <https://www.fwisd.org/Page/28558>.

By: *Shelley Dennis*
Authorized Signature

The parties hereto agree, when applicable, that they will comply with the Federal Civil Rights Act of 1964, and rules and regulations issued thereunder, as well as the applicable portions of the Elliott-Larsen Civil Rights Act, specifically, pursuant to Executive Order 11246 as amended. Breach of this covenant may be regarded as a material break of the contract or purchasing agreement.

ADDENDUM #1 TO THE MASTER SERVICES AGREEMENT

This Addendum #1 to the Master Services Agreement ("Addendum") is made a part of the Master Services ("Agreement") dated November 15, 2021, between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Mesa Cloud Inc., PO BOX 342376, Lakeway, TX 78734 ("Mesa"), acting by and through its duly authorized representative. The District and Mesa will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below. As stated in Section 8.1 of the Agreement, "This Agreement shall become effective on 11/1/2021 and shall, unless terminated earlier pursuant to any of its express provisions, continue until 10/31/2022 (the "Term"). This Agreement may be renewed for additional one (1) year terms, upon mutual written agreement."

As allowed by Section 8.1 of the Agreement, the Parties mutually agree to extend the Agreement for an additional one (1) year term. Therefore, the Agreement shall continue to be in effect until 10/31/2023.

Further, Section 2 of Exhibit B is amended to read, as follows:

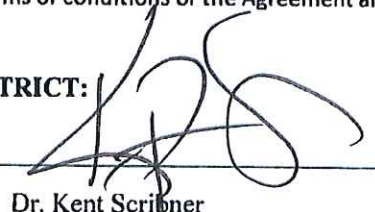
"2. ADDITIONAL TERMS:

Initial Engagement Period (March 30, 2022 – October 15, 2022)	\$37,000.00
Onboarding Fee	\$10,000.00
Total Initial Investment (March 30, 2022 – October 15, 2022)	\$47,000.00
Renewal Amount, if renewed (October 15, 2022 – June 30, 2023)	\$48,556.00
Total Investment Year 2 (October 15, 2022 – June 30, 2023)*	\$48,556.00

*Although the Agreement shall continue in effect until 10/31/2023, Mesa's period of performance for Year 2 will be from October 15, 2022 – June 30, 2023."

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

FOR DISTRICT:

Signed: 
Name: Dr. Kent Scribner
Title: Superintendent
Date: 5/2/2022

cuwash
AA
4/26/22

FOR MESA:

Signed: 
Name: John Ruff
Title: COO
Date: 04-07-2022

 4/19/2022

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: APPROVE RATIFICATION OF ANNUAL PURCHASE OF PERKINS
RESERVE GRANT INSURANCE RENEWAL**

BACKGROUND:

The Career and Technical Education Department was awarded an additional \$925,000 Perkins Reserve Grant from the Texas Education Agency for the purpose of continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering and Mathematics (STEM) Initiative from its inception in 2019. A Request for Proposal (RFP) was utilized to seek insurance providers and the bid evaluation team selected the awardee. The Fort Worth ISD School Board previously approved the purchase of insurance at the January 26, 2021 and March 22, 2022 meetings. The award provides an annual insurance policy for Fort Worth ISD and its nine (9) school district partners.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Annual Purchase of Perkins Reserve Grant Insurance Renewal
2. Decline to Approve Ratification of Annual Purchase of Perkins Reserve Grant Insurance Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Annual Purchase of Perkins Reserve Grant Insurance Renewal

FUNDING SOURCE: Additional Details

Special Revenue	338-11-6299-001-751-22-721-000000-22F23.....	\$33,933.62
	338-93-6493-AZL-751-22-721-000000-22F23.....	\$2,361.86
	338-93-6493-BDV-751-22-721-000000-22F23.....	\$9,758.72
	338-93-6493-CLE-751-22-721-000000-22F23.....	\$2,685.83
	338-93-6493-CRW-751-22-721-000000-22F23.....	\$6,246.21
	338-93-6493-ERA-751-22-721-000000-22F23.....	\$195.94
	338-93-6493-GCV-751-22-721-000000-22F23.....	\$5,649.81
	338-93-6493-KEL-751-22-721-000000-22F23.....	\$13,752.70
	338-93-6493-MLW-751-22-721-000000-22F23.....	\$1,338.82
	338-93-6493-STW-751-22-721-000000-22F23.....	\$76.49

COST:

\$76,000

VENDOR:

Higginbotham Insurance Agency

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 21-023 Career Technical Education UAS/Drone Liability Insurance

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

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

Career and Technical Education

RATIONALE:

The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) different school districts from around the region and is strengthened by the collaboration between secondary, postsecondary, intermediary, and industry partners. The collaborative partnership also allows the school districts to pursue and receive services as a whole versus as individual school districts, resulting in ease of process and overall, more affordable rates. The purchase of the insurance is a key component in safe and legal daily classroom and extracurricular activities as well as industry-based certification testing.

INFORMATION SOURCE:

David Saenz



Purchase Order

ACCOUNTING COPY

Fiscal Year 2023

Page: 1 of: 3

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82323812 - 00**

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-E
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2120 | FAX (817) 814-2125
accountspayables@fwisd.org

PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2200

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HIGGINBOTHAM & ASSOCIATES
500 WEST 13TH STREET
FORT WORTH, TX 76102
Email: SOPHIA.MENDOZA@FWISD.ORG
Fax: 866-419-3516

867
FWISD CAREER & TECHNOLOGY
1050 BRIDGEWOOD DR. SUITE 118
FORT WORTH, TX 76112
Email: tracey.norton@fwisd.org
Phone: 817-814-1800
Fax: 817-814-1805

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
817-347-6972		866-419-3516		12331543			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/25/2023	1122					OFFICE OF INNOVATION	
PO Buyer Name				PO Buyer Email			
Tina Harris(Washington)				tina.washington@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	Aviation Coverage Renewal POLICY PERIOD 4/30/2023 - 4/30/2024 COVERAGE UAV Liability Insurance CARRIER Global Aerospace – American Alternative Insurance Corp NAMED INSURED NCTX Aerial Robotics Stem Initiative c/o Fort Worth ISD Career and Technical Education	1.0	EACH	\$76,000.00	\$76,000.00		
	338-11-6299-001-751-22-721-000000-22F23			\$7,199.00			
	338-11-6299-001-751-22-721-000000-23F23			\$26,734.62			
	338-93-6493-AZL-751-22-721-000000-22F23			\$2,361.86			
	338-93-6493-BDV-751-22-721-000000-22F23			\$9,758.72			
	338-93-6493-CLE-751-22-721-000000-22F23			\$2,685.83			
	338-93-6493-CRW-751-22-721-000000-22F23			\$6,246.21			
Purchase Order Total						\$76,000.00	

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Purchase Order

Fiscal Year 2023

Page: 2 of: 3

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82323812 - 00**

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FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2120 | FAX (817) 814-2125
accountspayables@fwisd.org

PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2200

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HIGGINBOTHAM & ASSOCIATES
500 WEST 13TH STREET
FORT WORTH, TX 76102
Email: SOPHIA.MENDOZA@FWISD.ORG
Fax: 866-419-3516

867
FWISD CAREER & TECHNOLOGY
1050 BRIDGEWOOD DR. SUITE 118
FORT WORTH, TX 76112
Email: tracey.norton@fwisd.org
Phone: 817-814-1800
Fax: 817-814-1805

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference			
817-347-6972	866-419-3516	12331543				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
04/25/2023	1122			OFFICE OF INNOVATION		
PO Buyer Name			PO Buyer Email			
Tina Harris(Washington)			tina.washington@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
	338-93-6493- ERA-751-22-721-000000-22F23			\$195.94		
	338-93-6493- GCV-751-22-721-000000-23F23			\$5,649.81		
	338-93-6493- KEL-751-22-721-000000-22F23			\$11,610.65		
	338-93-6493- KEL-751-22-721-000000-23F23			\$2,142.05		
	338-93-6493- MLW-751-22-721-000000-22F23			\$1,338.82		
	338-93-6493- STW-751-22-721-000000-22F23			\$76.49		
	21-023 CTE UAS/DRONE LIABILITY INSURANCE EXP JUNE 30, 2021 With four (4) option years in one (1) year increments OPT. 2 THROUGH 6/30/2023					
Purchase Order Total					\$76,000.00	

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NEXT PAGE**



Purchase Order

Fiscal Year 2023

Page: 3 of 3

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82323812 - 00**

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PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
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HIGGINBOTHAM & ASSOCIATES
500 WEST 13TH STREET
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Email: SOPHIA.MENDOZA@FWISD.ORG
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Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference		
817-347-6972	866-419-3516	12331543			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location	
04/25/2023	1122			OFFICE OF INNOVATION	
PO Buyer Name			PO Buyer Email		
Tina Harris(Washington)			tina.washington@fwisd.org		
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	***** GL SUMMARY *****				
	338-11-6299-001-751-22-721-000000-22F23			\$7,199.00	
	338-11-6299-001-751-22-721-000000-23F23			\$26,734.62	
	338-93-6493-AZL-751-22-721-000000-22F23			\$2,361.86	
	338-93-6493-BDV-751-22-721-000000-22F23			\$9,758.72	
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	338-93-6493-MLW-751-22-721-000000-22F23			\$1,338.82	
	338-93-6493-STW-751-22-721-000000-22F23			\$76.49	
Purchase Order Total				\$76,000.00	

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By: *Shelley Dennis*
Authorized Signature

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CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RATIFICATION OF DATA VISUALIZATION PLATFORM**

BACKGROUND:

On September 22, 2020, the Board approved the authorization to negotiate and enter into a contract for a data visualization platform utilizing Request for Proposals (RFP) #20-063. The initial implementation began in the middle of the 2020 - 2021 school year, which included the transferring of data and data review of the visualizations; the roll-out of the Essentials was deployed in mid-2022. This approval will renew the license for this platform through the end of November, 2023. Additionally, early warning and College, Career, and Military Readiness, or CCMR, data will be deployed this school year as part of the continuous deployment of dashboards.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification Renewal of Data Visualization Platform
2. Decline to Approve Ratification Renewal of Data Visualization Platform
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Renewal of Data Visualization Platform

FUNDING SOURCE: *Additional Details*

TRE 198-53-6399-001-999-99-423-000000

COST:

\$284,668.58

VENDOR:

PowerSchool (previously Hoonuit I, LLC; PowerSchool purchased Hoonuit)

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics:

Bid Number: 20-063

Number of Bid/Proposals received: 28

HUB Firms: 4

Compliant Bids: 25

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

44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

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

District-Wide

RATIONALE:

District stakeholders from the Board Room to the classroom need access to data - at the right time, in an easy-to-interpret format – in order to be able to make the best possible decisions for students. As a system, we have honed our focus on key indicators in the form of Board goals. We can use this web-based platform to provide transparency to our stakeholders and key, actionable data to our staff. This platform will support the work our District has done with Lone Star Governance and the System of Great Schools.

INFORMATION SOURCE:

Marlon Shears

Prepared By: Dan Daughtry
 Customer Name: Fort Worth Independent School District
 Contract Term: 12 Months
 Start Date: 13-NOV-2022
 End Date: 12-NOV-2023
 Billing Frequency: Annually

Customer Contact: Sara Arispe
 Title: Assistant Superintendent
 Address: 100 N. University Drive
 City: Fort Worth
 State/Province: Texas
 Zip Code: 76107
 Phone #: (817)814-1603

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 13-NOV-2022 - 12-NOV-2023				
License and Subscription Fees				
Unified Insights Community Engagement Hosted		74,326.00	Students	USD 17,094.98
Unified Insights Risk Analysis Hosted Subscription		74,326.00	Students	USD 17,094.98
Unified Insights Student Essentials Hosted		74,326.00	Students	USD 250,478.62

License and Subscription Totals: **USD 284,668.58**

Quote Total

Initial Term	13-NOV-2022 - 12-NOV-2023
Amount To Be Invoiced	USD 284,668.58

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fort Worth Independent School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 1-AUG-2022

Date:

PO Number: _____

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE PURCHASE OF HIGH-QUALITY INSTRUCTIONAL MATERIALS AND PROFESSIONAL LEARNING FOR ELEMENTARY LITERACY - COHORT 1**

BACKGROUND:

For effective and sustainable implementation, professional development must directly prioritize classroom instruction and develop necessary capacity among key stakeholders—District leaders, principals, instructional leaders/coaches, and teachers. It includes both training and coaching support over two (2) years to develop the knowledge and skills of campus leaders, teachers, and staff who participated in the COVID Relief Instructional Materials Support Initiative (CRIMSI). The English Language Arts and Reading (ELAR)/Spanish Language Arts (SLAR) kits provide these stakeholders with the tools and information needed to successfully continue implementation to ensure a coherent approach to literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 1
2. Decline to Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 1
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 1

FUNDING SOURCE: *Additional Details*

Special Revenue	429-11-6329-015-999-24-950-000155-22S15.....	\$685,819.44
Special Revenue	429-13-6299-015-999-24-950-000155-22S15.....	\$162,500.00

COST:

\$848,319.44

VENDOR:

Amplify

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Fort Worth ISD RFP Number: 22-121

Number of Bid/Proposals received: 10

HUB Firms: 2

Compliant Bids: 10

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Charles Nash Elementary	Oakhurst Elementary	Natha Howell Elementary
Versia Williams Elementary	Springdale Elementary	Bonnie Brae Elementary
West Handley Elementary	Lowery Road Elementary	Eastern Hills Elementary
East Handley Elementary	Harlean Beal Elementary	Atwood McDonald Elementary
Meadowbrook Elementary	Glen Park Elementary	David K. Sellars Elementary
Sagamore Hill Elementary	W.M. Green Elementary	Clifford L. Davis Elementary
Bill J. Elliott Elementary	Oaklawn Elementary	Carter Park Elementary

RATIONALE:

The professional development and kit packages are designed to support teachers, schools, students and District leaders. It draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services.

INFORMATION SOURCE:

Marcey Sorensen



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-214510-4
Date: 5/9/2023
Expires On: 6/8/2023

RFP 22-121

Customer Contact Information

Darnisha Carreathers
Ft Worth Ind School District
8178142500
darnisha.carreathers@fwisd.org

Amplify Contact Information

Julie Godfrey
Account Executive
(817) 360-0527
jgodfrey@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Texas ELAR Special PD Package	1.00	\$162,500.00	\$162,500.00
TOTAL		\$162,500.00	\$162,500.00

GRAND TOTAL **\$162,500.00**

Notes

PD DESCRIPTION UNDER SEPARATE COVER

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.

- Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this

Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced

in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-216413-2
 Date: 5/9/2023
 Expires On: 6/8/2023

RFP 22-121

Customer Contact Information

Darnisha Carreathers
 Ft Worth Ind School District
 8178142500
 darnisha.carreathers@fwisd.org

Amplify Contact Information

Julie Godfrey
 Account Executive
 (817) 360-0527
 jgodfrey@amplify.com

GRADE K: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR GK Skills & Knowledge Activity Book Set	1,950.00	\$38.00	\$74,100.00
Amplify TX ELAR GK Teacher Resource Site - 1yr (2023-2024)	65.00	\$0.00	\$0.00
Amplify SLAR TX GK Skills and Knowledge Activity Book Set - 1yr (2023-2024)	990.00	\$47.50	\$47,025.00
Amplify TX SLAR GK Teacher Resource Site - 1yr (2023-2024)	33.00	\$0.00	\$0.00
TOTAL			\$121,125.00

GRADE 1: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR G1 Skills & Knowledge Activity Book Set	2,220.00	\$38.00	\$84,360.00
Amplify TX ELAR G1 Teacher Resource Site - 1yr (2023-2024)	74.00	\$0.00	\$0.00
Amplify SLAR TX G1 Skills and Knowledge Activity Book Set - 1yr (2023-2024)	960.00	\$47.50	\$45,600.00
Amplify TX SLAR G1 Teacher Resource Site - 1yr (2023-2024)	32.00	\$0.00	\$0.00
TOTAL			\$129,960.00

GRADE 2: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR G2 Skills & Knowledge Activity Book Set	2,100.00	\$38.00	\$79,800.00
Amplify TX ELAR G2 Teacher Resource Site - 1yr (2023-2024)	70.00	\$0.00	\$0.00
Amplify SLAR TX G2 Skills and Knowledge Activity Book Set - 1yr (2023-2024)	930.00	\$47.50	\$44,175.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX SLAR G2 Teacher Resource Site - 1yr (2023-2024)	31.00	\$0.00	\$0.00
TOTAL			\$123,975.00

GRADE 3: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR G3 Activity Book Set	1,620.00	\$38.00	\$61,560.00
Amplify TX ELAR G3 Teacher Resource Site - 1yr (2023-2024)	53.00	\$0.00	\$0.00
Amplify TX SLAR G3 Activity Book Set	720.00	\$47.50	\$34,200.00
Amplify TX SLAR G3 Teacher Resource Site - 1yr (2023-2024)	24.00	\$0.00	\$0.00
TOTAL			\$95,760.00

GRADE 4: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR G4 Activity Book Set	1,591.00	\$38.00	\$60,458.00
Amplify TX ELAR G4 Teacher Resource Site - 1yr (2023-2024)	83.00	\$0.00	\$0.00
Amplify TX SLAR G4 Activity Book Set	570.00	\$47.50	\$27,075.00
Amplify TX SLAR G4 Teacher Resource Site - 1yr (2023-2024)	19.00	\$0.00	\$0.00
TOTAL			\$87,533.00

GRADE 5: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX ELAR G5 Activity Book Set	1,380.00	\$38.00	\$52,440.00
Amplify TX ELAR G5 Teacher Resource Site - 1yr (2023-2024)	46.00	\$0.00	\$0.00
Amplify TX SLAR G5 Activity Book Set	510.00	\$47.50	\$24,225.00
Amplify TX SLAR G5 Teacher Resource Site - 1yr (2023-2024)	17.00	\$0.00	\$0.00
TOTAL			\$76,665.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$50,801.44	\$50,801.44

GRAND TOTAL \$685,819.44

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
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 - Expedited shipping is available at extra charge.
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 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

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Please include these three documents with your order:

- Authorized purchase order or check
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- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

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If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://www.amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE PURCHASE OF SPECIALISTS PREPARATION PROGRAM PARTICIPATION

BACKGROUND:

This contract is for twenty (20) Dyslexia Teachers and one (1) Instructional Coach to participate in a two (2) year Specialist Preparation Program leading to a Certified Academic Language Therapist (CALT) credential. The contract for services will begin July 1, 2023, and end on June 30, 2024. The District applied for a two (2) year Texas Education Agency (TEA) Dyslexia Grant to assist in funding this program and was awarded the grant to cover tuition and materials. Participants must complete both years of the two (2) year Specialists’ Preparation Program with Neuhaus to be eligible for CALT credentials. This contract is for year two (2) of the two (2) year program. TEA will release year two (2) funds of the grant this year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Specialists Preparation Program Participation
2. Decline to Approve Purchase of Specialists Preparation Program Participation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Specialists Preparation Program Participation

FUNDING SOURCE:

Additional Details

Special Revenue	429-13-6299-0D8-999-37-209-000000-22S36.....\$47,460
	429-13-6399-0D8-999-37-209-000000-22S36.....\$10,710

COST:

\$58,170

VENDOR:

Neuhaus Education Center

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD Bid Number: 21-083-F

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

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

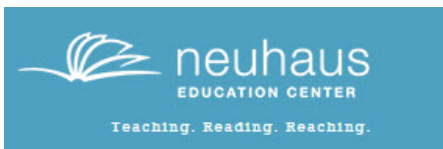
Special Education/Dyslexia Services: Twenty (20) Dyslexia Teachers and one (1) Dyslexia Instructional Coach

RATIONALE:

This Specialist Preparation Program will allow Dyslexia Teachers and a Dyslexia Instructional Coach to become Certified Academic Language Therapists (CALT) to strengthen their instructional delivery of standard protocol dyslexia instruction. This program aligns with the District's dyslexia curriculum.

INFORMATION SOURCE:

Marcey Sorensen



Company Address 4433 Bissonnet
 Bellaire, TX 77401-3233
 US
 Phone (713) 664-7676

Created Date 5/5/2023
 Expiration Date 6/30/2023
 Quote Number QUO-0007211

Contact Name Susan Moore
 Phone (817) 814-2839
 Email susan.moore@fwisd.org

Prepared By Cathie Fisher
 Phone (713) 664-7676
 Extension 208
 Email cfisher@neuhaus.org

Account Name Fort Worth ISD
 Quote Name Hybrid - BLS2-I WCF/DVRS/SDSS-O BLS3-I
 (21) - 2023 TEA Dyslexia - Fort Worth ISD
 Quote To 100 N. University
 Fort Worth, TX 76107
 USA

Product	Quantity	Sales Price	Total Price
Basic Language Skills Advanced (Level 2) (11 Days)	21.00	\$2,000.00	\$42,000.00
Materials: Basic Language Skills - Advanced (Level 2) Class	21.00	\$140.00	\$2,940.00
Written Composition Fundamentals (On-Demand)	21.00	\$100.00	\$2,100.00
Materials: Written Composition Fundamentals Class	21.00	\$0.00	\$0.00
Developing Vocabulary for Reading Success (On-Demand))	21.00	\$100.00	\$2,100.00
Materials: Developing Vocabulary for Reading Success Class	21.00	\$55.00	\$1,155.00
Spelling Development (Self Study)	21.00	\$60.00	\$1,260.00
Basic Language Skills Book 3	21.00	\$250.00	\$5,250.00
Materials: Basic Language Skills - Book 3	21.00	\$65.00	\$1,365.00
Grand Total			\$58,170.00

Professional Learning Descriptions

RFP 21-083-F
 REGISTRATION DEADLINE - JUNE 8, 2023 for July 10, 2023 class.

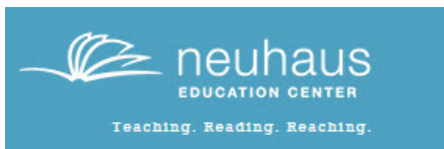
Basic Language Skills Advanced (Level 2) (11 Days) (Live Virtual)
 With an intensive supervised practicum, participants advance their knowledge and skill in planning, delivering, and measuring instruction in decoding, structural analysis, fluency, morphology, comprehension, and composition for students with dyslexia and related disorders.

Materials for Basic Language Skills Advanced (Level 2)

Developing Vocabulary for Reading Success (On-Demand))
 Vocabulary measures a person's listening, speaking, reading, and writing abilities as well as one's general knowledge.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract#22/038SG-25. If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as "CP#22/038SG-25" on the Purchase Order. www.choicepartners.org/vendors/neuhaus-education-center-3

A 3.25% transaction processing fee is charged to credit card purchases.



Vocabulary size is a strong predictor of future reading, academic, and career success. In Developing Vocabulary for Reading Success - On-Demand, participants learn strategies for learning specific vocabulary such as word webs and word-learning strategies, using contextual clues. Digital masters with eight model lessons with activities that support vocabulary development are included.

Spelling Development (Self Study)

In this activity you will learn, through observation of children's writings, how knowledge about English orthography (correct spelling) is acquired. You will explore the regularity of the English spelling system, see how spelling supports reading, and learn how spelling both contributes to, and results from, learning language.

Written Composition Fundamentals (On-Demand)

Written composition is the highest form of language development. Often students struggle with written composition because they are unsure about how to formulate ideas and translate them onto paper. Knowledge of the structures of different paragraphs aids students in formulating and translating ideas. In Written Composition Fundamentals, participants learn 1) how to teach the structures of descriptive, narrative, process, compare and contrast, and persuasive paragraphs, 2) how to help students enhance the quality of their paragraphs, and 3) how to teach students to edit and revise paragraphs. Participants also engage in collaborative activities that extend their learning and can be presented to their students.

Materials for Written Composition Fundamentals

Basic Language Skills - Book 3 (1 Day) (Live Virtual)

Participants learn advanced structural analysis concepts, Greek and Latin morphemes, and additional strategies for comprehension and composition.

Materials for Basic Language Skills - Book 3

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE MANAGED PRINT SERVICES FOR NEW DISTRICT MULTI-FUNCTIONAL PRINTERS AND SCANNERS**

BACKGROUND:

The District published Request for Proposal (RFP) #23-095 for managed print services. The new managed print services contract will provide the District with a cost-effective printer lease contract that includes all maintenance, repair parts, and toner. The new printers and scanners will integrate with the Districts' upcoming digitization project aimed to cut down on District paper usage.

This Board item will cover the cost for Phase 1 of replacing, or adding new printers and scanners for the District. Phase 1 will include Rolling Hills Elementary, new Central Administration Building. In Phase 2, PDC, Handley, and Bus Barn for any additional new printer requests at schools or District administration buildings.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Managed Print Services for New District Multi-functional Printers and Scanners
2. Decline to Approve Managed Print Services for New District Multi-functional Printers and Scanners
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Managed Print Services for New District Multi-functional Printers and Scanners

FUNDING SOURCE: **Additional Details**

General Fund	199-53-62XX-814-999-99-427-000000
	199-11-62XX-814-XXX-11-427-000000

COST:

Not-to-Exceed - \$110,000

VENDORS:

Datamax
Novatech

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics:

Bid Number 23-095

Number of Bids/Proposals Received: 7

HUB Firms: 0

Compliant Bids: 7

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

All Schools and District Offices

RATIONALE:

Approval of this item will provide the District with a cost-effective managed print services contract.

INFORMATION SOURCE:

Marlon Shears

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: APPROVE SUMMER MATHEMATICS PROFESSIONAL
DEVELOPMENT AND COACHING FOR J. MARTIN JACQUET
MIDDLE SCHOOL**

BACKGROUND:

J. Martin Jacquet Middle School received grant funds from the Texas Education Agency to support the improvement of academic performance. For the past two (2) school years, the campus has operated in partnership with Phalen Leadership Academies (PLA). Fort Worth ISD and PLA have come to a mutual decision to end the partnership effective June 30, 2023. To ensure that J. Martin Jacquet Middle School students are able to maximize their learning, this professional development and coaching will provide J. Martin Jacquet Middle School teachers with substantial instructional support.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Summer Mathematics Professional Development and Coaching for J. Martin Jacquet Middle School
2. Decline to Approve Summer Mathematics Professional Development and Coaching for J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Summer Mathematics Professional Development and Coaching for J. Martin Jacquet Middle School

FUNDING SOURCE: *Additional Details*

Special Revenue 258-13-6299-PLA-059-24-000000-22143

COST:

\$81,600

VENDOR:

Carnegie Learning

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

J. Martin Jacquet Middle School

RATIONALE:

This professional development and coaching will allow J. Martin Jacquet Middle School teachers significantly more time to internalize the curriculum, learn best practices on implementation, and receive direct coaching and support. This additional professional development and coaching will also provide a specific opportunity for teachers to work on how best to use the curriculum in a targeted manner to support the learning needs of struggling learners.

INFORMATION SOURCE:

David Saenz



501 Grant St, STE 1075
 Pittsburgh, PA, 15219
 (888) 851-7094

QUOTE NO: Q-39692

DATE: 3/20/2023
 EXPIRES ON: 5/31/2023

CONTACT INFORMATION		
Phalen Leadership Academy at Jacquet Middle School 2501 Stalcup Rd. Ft. Worth, TX, 76119	Channa Barrett Principal 8178153500 channa.barrett@fwisd.org	Sharon Roth Senior Account Executive 9728242501 sroth@carnegielearning.com

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL Onsite Consulting, Coaching, & Support Math (PL)	Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or Partnership Meeting per day for summer PD		16	Included
PL Onsite Custom Workshop Math (PL)	Onsite Custom Workshop, per day (includes materials), up to 25 participants per facilitator for summer PD		8	Included

SUBTOTAL:	\$81,600.00
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$81,600.00

Additional Notes:
 Please reference RFP{ 21-083-H

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
 - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
 - Media received in a damaged condition that would render it unsuitable for use.
 - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.
- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING
501 GRANT STREET, SUITE 1075, PITTSBURGH, PA 15219
Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE SUMMER ENGLISH LANGUAGE ARTS AND READING PROFESSIONAL DEVELOPMENT AND COACHING FOR J. MARTIN JACQUET MIDDLE SCHOOL**

BACKGROUND:

J. Martin Jacquet Middle School received grant funds from the Texas Education Agency, or TEA, to support the improvement of academic performance. For the past two (2) school years, the campus was operated in partnership with Phalen Leadership Academies (PLA). Fort Worth ISD and PLA have come to a mutual decision to end the partnership effective June 30, 2023. To ensure that J. Martin Jacquet Middle School students are able to maximize their learning, this professional development and coaching will provide J. Martin Jacquet Middle School teachers training on the instructional materials and pedagogy necessary to be successful.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Summer English Language Arts and Reading Professional Development and Coaching for J. Martin Jacquet Middle School
2. Decline to Approve Summer English Language Arts and Reading Professional Development and Coaching for J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Summer English Language Arts and Reading Professional Development and Coaching for J. Martin Jacquet Middle School

FUNDING SOURCE: *Additional Details*

Special Revenue 258-13-6299-PLA-059-24-000000-22143

COST:

\$62,500

VENDOR:

Warren Instructional Network

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-I

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

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

J. Martin Jacquet Middle School

RATIONALE:

This professional development and coaching will offer Jacquet teachers a significant amount of time to internalize the curriculum, learn and practice best practices on implementation, and receive direct coaching and support. This additional professional development and coaching will also provide a specific opportunity for teachers to work on how best to use the curriculum in a targeted manner to support the learning needs of struggling learners. According to data, a large number of Jacquet students are performing below grade level. This professional development will strengthen the teacher's ability to deliver high-quality Tier 1 instruction to students, increase opportunity for accelerated learning, and better allocate resources to students who require Tier 2 and Tier 3 support.

INFORMATION SOURCE:

David Saenz



Professional Development QUOTE

Quote #2057
Fort Worth ISD- Jacquet Middle School

Date 4-4-2023
Channa Barrett

TITLE	CONSULTANT	PRICE PER DAY PER CONSULTANT	QTY.	SUB-TOTAL
<p>Face-to-Face Training Summer School Implementation Full Day: Date TBD</p> <p>Training to support 6-8th grade teachers who will be leading summer school. Training will support understanding and implementation of summer school resource. Training day will be customized to fit district mission and initiatives.</p> <p>Training price includes all fees and expenses.</p>	Markesha Tisby	\$ 2,500.00	1	\$ 2,500.00
<p>Face-to-Face Training Summer School Implementation Full Day: Date TBD</p> <p>Coaching and on-going training to support 6-8th grade teachers who will be leading summer school. Coaching and training will support implementation and understanding of summer school resource. Training day will be customized to fit district mission and initiatives.</p> <p>Training price includes all fees and expenses.</p>	TBD	\$ 2,500.00	8	\$ 20,000.00
<p>Face-to-Face Training Summer Professional Development Full Day: Date TBD Beginning of the Year</p> <p>Training to support 6-8th grade teachers who will be utilizing intervention resource. Training will support understanding and implementation of resource. Training day will be customized to fit district mission and initiatives.</p> <p>Training price includes all fees and expenses.</p>	TBD	\$ 2,500.00	1	\$ 2,500.00

<p>Face-to-Face Training Summer Professional Development Full Day: Date TBD Middle of the Year Refresher</p> <p>Training to support 6-8th grade teachers who will be utilizing intervention resource. Training will support understanding and implementation of resource. Training day will be customized to fit district mission and initiatives.</p> <p>Training price includes all fees and expenses.</p>	TBD	\$ 2,500.00	1	\$ 2,500.00
<p>Face-to-Face Training Summer Professional Development Full Day: Date TBD Monthly, half-day per teacher per month</p> <p>Coaching and on-going training to support 6-8th grade teachers who will be utilizing intervention resource. Coaching and training will support implementation and understanding of resource. Training day will be customized to fit district mission and initiatives.</p> <p>Training price includes all fees and expenses.</p>	Markesha Tisby	\$ 1,250.00	28	\$ 35,000.00

*Payment is due 30 days after last day of training.

Please Send Order To:
Warren Instructional Network
5414 Burkett Dr.
Frisco, TX 75034

Subtotals	\$ 62,500.00
Local & State Tax**	\$0.00
Shipping	\$0.00
Order Total	\$62,500.00

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: **APPROVE INTERVENTION MATERIALS FOR SUMMER SCHOOL PROGRAM FOR J. MARTIN JACQUET MIDDLE SCHOOL**

BACKGROUND:

J. Martin Jacquet Middle School received grant funds from the Texas Education Agency, or TEA, to support the improvement of academic performance. As a part of the grant, Jacquet Middle School will be hosting an intensive summer school program to support student learning. To ensure that J.M. Jacquet Middle School students can maximize their learning, these intervention materials will provide them with substantial instructional support. The materials will be directly supported by the Board item entitled: “*Summer English Language Arts and Reading Professional Development and Coaching for J.M. Jacquet Middle School*” that is also submitted for review.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Intervention Materials for Summer School Program for J. Martin Jacquet Middle School
2. Decline to Approve Intervention Materials for Summer School Program for J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Intervention Materials for Summer School Program for J. Martin Jacquet Middle School

FUNDING SOURCE: Additional Details

Special Revenue 258-11-6329-PLA-059-24-541-000000-22143

COST:

\$137,958.96

VENDOR:

Heinemann

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

J. Martin Jacquet Middle School

RATIONALE:

This purchase will provide students who require additional academic interventions at J.M. Jacquet Middle School the instructional supports and targeted materials needed to ensure they reach their potential and to close learning gaps. Further, the implementation of these materials will be supported with explicit professional development and coaching via the Board item entitled: “*Summer English Language Arts and Reading Professional Development and Coaching for J.M. Jacquet Middle School*”.

INFORMATION SOURCE:

David Saenz

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE FIELD SERVICE MANAGEMENT APPLICATIONS SYSTEM**

BACKGROUND:

The Division of Operations is seeking approval to purchase the Field Service Management module of our current software, ServiceNow, to manage maintenance work orders. This transition will allow the District to capture work orders in one (1) unified system. The module will automate scheduling and provide a more robust method of work order management. The application supports custom workflows, inventory/asset management, analytics, and reporting, which are going to be leveraged to help to improve the customer experience at the campus level.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Field Service Management Applications System
2. Decline to Approve Field Service Management Applications System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Field Service Management Applications System

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6399-001-999-99-455-000000

COST:

\$94,380

VENDOR:

ServiceNow

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
EPCNT: Keller ISD RFP #2205-21

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

District Operations

RATIONALE:

Approving the software license will permit a smooth transition of the work order system providing an improved District - Wide customer experience.

INFORMATION SOURCE:

Karen Molinar

Order Form



ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, CA 95054

Order Number
ORD5097243-2

Pricing Expiration: 31 May 2023

BID # EPCNT RFP2205-21 with Keller ISD

SNC Account Exec	Ali Lakhani
Phone	
E-mail	ali.lakhani@servicenow.com

Customer Invoice Address	Customer Ship To Address
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<table style="width: 100%;"> <tr><td>Company Name</td><td>Fort Worth ISD</td></tr> <tr><td>Address</td><td>100 N University Dr Ste Nw140-e</td></tr> <tr><td>Suite</td><td></td></tr> <tr><td>City</td><td>Fort Worth</td></tr> <tr><td>State/Province</td><td>TX - Texas</td></tr> <tr><td>Zip/Postal Code</td><td>76107-1360</td></tr> <tr><td>Country</td><td>United States</td></tr> <tr><td>AP Contact Name</td><td>Marlon Shears</td></tr> <tr><td>Title</td><td>CIO</td></tr> <tr><td>Phone</td><td>+1817-814-3002</td></tr> <tr><td>E-mail</td><td>marlon.shears@fwisd.org</td></tr> <tr><td>Account #</td><td>ACCT0022879</td></tr> </table>	Company Name	Fort Worth ISD	Address	100 N University Dr Ste Nw140-e	Suite		City	Fort Worth	State/Province	TX - Texas	Zip/Postal Code	76107-1360	Country	United States	AP Contact Name	Marlon Shears	Title	CIO	Phone	+1817-814-3002	E-mail	marlon.shears@fwisd.org	Account #	ACCT0022879	<table style="width: 100%;"> <tr><td>Company Name</td><td>Fort Worth ISD</td></tr> <tr><td>Address</td><td>100 N University Dr Ste Nw140-e</td></tr> <tr><td>Suite</td><td></td></tr> <tr><td>City</td><td>Fort Worth</td></tr> <tr><td>State/Province</td><td>TX - Texas</td></tr> <tr><td>Zip/Postal Code</td><td>76107-1360</td></tr> <tr><td>Country</td><td>United States</td></tr> <tr><td>Business Contact</td><td>Marlon Shears</td></tr> <tr><td>Title</td><td>CIO</td></tr> <tr><td>Phone</td><td>+1817-814-3002</td></tr> <tr><td>E-mail</td><td>marlon.shears@fwisd.org</td></tr> <tr><td>Tax ID#</td><td></td></tr> </table>	Company Name	Fort Worth ISD	Address	100 N University Dr Ste Nw140-e	Suite		City	Fort Worth	State/Province	TX - Texas	Zip/Postal Code	76107-1360	Country	United States	Business Contact	Marlon Shears	Title	CIO	Phone	+1817-814-3002	E-mail	marlon.shears@fwisd.org	Tax ID#	
Company Name	Fort Worth ISD																																																
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Phone	+1817-814-3002																																																
E-mail	marlon.shears@fwisd.org																																																
Tax ID#																																																	

Reference Contract #(s)	CON5025512	PO #	
		Tax exempt?	Yes
		Payment Terms	Net due in 30 days
Currency	USD		

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD15606	ServiceNow® I2 Field Service Management Standard	Fulfiller User	275	13 Months	1 Jun 2023	30 Jun 2024	\$ 26.40	\$ 87,120.00	\$ 94,380.00

Subscription Product SubTotal \$ 87,120.00 \$ 94,380.00

Education, Knowledge and Professional Services Subtotal	\$ 0.00
Pre-tax Total	\$ 94,380.00
Estimated Taxes	\$ 0.00
Estimated Grand Total	\$ 94,380.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
13 Months Subscription Fee	Upon Signature	\$ 94,380.00	\$ 0.00	\$ 94,380.00
		\$ 94,380.00	\$ 0.00	\$ 94,380.00

Hosting Details

ServiceNow # of Instances:	N/A
Instance Names:	N/A
Customer ServiceNow Admin:	Marlon Shears
Email:	marlon.shears@fwisd.org
Data Center Region:	North America

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CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE IMPLEMENTATION SERVICES FOR FIELD SERVICE MANAGEMENT SYSTEM**

BACKGROUND:

The Division of Operations is seeking implementation services to transition to a new field service management system. This implementation will support the transition from the current system to the new field service management system for the District. The services will help support a work order system that provides campuses an easier method of requesting facility maintenance support. In order to offer superior customer service to our internal and external customers, the Division of Operations is seeking approval to leverage technology to achieve optimum results transitioning and implementing a new field service management service system.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Implementation Services for Field Service Management System
2. Decline to Approve Implementation Services for Field Service Management System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Implementation Services for Field Service Management System

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-001-999-99-501-00000000

COST:

Not-to-Exceed - \$174,390

VENDOR:

Carahsoft

PURCHASING MECHANISM:

Cooperative Agreement

DIR-TSO-4288

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District Operations

RATIONALE:

Approving this implementation for a new work order system will help provide campuses an easier method for requesting maintenance support. The purchase of the implementation services will support the transition from one system to the new system and will improve efficiencies in customer service.

INFORMATION SOURCE:

Karen Molinar

GOVERNMENT - PRICE QUOTATION



CARASOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO:	FOR: Isaac Cervantes Fort Worth Independent School District 100 N University Dr Fort Worth, TX 76107	FROM: Hallie Hardesty Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	EMAIL: isaac.cervantes@fwisd.org	EMAIL: Hallie.Hardesty@carahsoft.com
PHONE:	PHONE:	PHONE: (571) 662-4330
		FAX:

TERMS:	DIR Contract No. DIR-TSO-4288 Expiration Date: February 21, 2025 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) Texas VID#: 1522189693700 Credit Card Fees May Apply Sales Tax May Apply	QUOTE NO: 38395616 QUOTE DATE: 03/31/2023 QUOTE EXPIRES: 06/25/2023 RFQ NO: SHIPPING: GROUND TOTAL PRICE: \$174,390.00
		TOTAL QUOTE: \$174,390.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER	NO.S	QTY	EXTENDED PRICE
FSM SOW RESOURCES -DUE AT SIGNING						
1	SA2	ServiceNow® Implementation - Tailored - T&M Solution Architect ServiceNow - SA2	RATE: \$250.00		TX DIR 161	\$40,250.00
2	EM	ServiceNow® Implementation - Tailored - T&M Engagement/Project Manager ServiceNow - EM	RATE: \$160.00		TX DIR 203	\$32,480.00
3	SNCAS	ServiceNow Deployment Services (Hourly) Senior Developer ServiceNow - SNCAS	RATE: \$160.00		TX DIR 306	\$48,960.00
4	SNCAS	ServiceNow Deployment Services (Hourly) Developer ServiceNow - SNCAS	RATE: \$95.00		TX DIR 294	\$27,930.00
5	SNCAS	ServiceNow Deployment Services (Hourly) Tester ServiceNow - SNCAS	RATE: \$85.00		TX DIR 262	\$22,270.00
6	Travel	NTE Estimated Travel & Expense ServiceNow	RATE: \$2,500.00		OM 1	\$2,500.00
SUBTOTAL:						\$174,390.00
						TOTAL PRICE: \$174,390.00
						TOTAL QUOTE: \$174,390.00

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: **APPROVE 2023 - 2024 ALLOCATIONS FOR FORT WORTH
AFTER-SCHOOL AND SCHOOL LEADERSHIP (SUMMER LEARNING)
PARTIAL SERVICE PROVIDERS****

BACKGROUND:

The District has collaborated with the City of Fort Worth to provide after-school programs since the fiscal year 2000 - 2001. Fort Worth After School (FWAS) has grown from fifty-two (52) sites in the initial year to eighty-four (84) sites for the 2023 - 2024 school year. FWAS program locations are funded through Local, Special Revenue, and Elementary and Secondary School Emergency Relief Fund, or ESSER, funds. Fifty-seven (57) Site-Based program sites would be eligible to utilize small to medium-sized Community Based Organizations (CBO) to provide specialized programs. These programs consist of fine arts (visual and performing), academic, community service programs, and other intermittent programming throughout the school year and summer.

To expedite services, leverage resources, and collaboration, FWAS has partnered with School Leadership - Summer Learning to vet potential providers. All recommended providers have successfully responded to Bid #22-083B. All vendors must complete a Partial Provider Agreement, or PPA, that details the scope of services to be delivered at the respective campus. This is the second year of a five (5) year cycle. The Year 2 renewal includes additional vendors for the School Year 2023 - 2024. FWAS and Summer Learning team members will oversee and monitor their respective program sites. Program and outcome data will be collected through site observations and regular training. Data will be housed in FWISD Data Warehouse and Qualtrics. This item specifically addresses FWAS and Summer Learning program sites funded through Local, Special Revenue (21st Century), and ESSER funds.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2023 - 2024 Allocations for Fort Worth After-School and School Leadership (Summer Learning) Partial Service Providers
2. Decline to Approve 2023 - 2024 Allocations for Fort Worth After-School and School Leadership (Summer Learning) Partial Service Providers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2023 - 2024 Allocations for Fort Worth After-School and School Leadership (Summer Learning) Partial Service Providers

FUNDING SOURCES: *Additional Details*

General Fund	199-61-6299-001-XXX-30-395-000000.....	\$150,000
ESSER Fund	282-61-6299-001-XXX-24-950-000395-22F32.....	\$50,000
Special Revenue	265-11-6299-001-XXX-24-572-000000- 24108.....	\$ 60,000
ESSER Fund	282-XX-6299-XXX-699-24-950-000000-22F32.....	\$500,000

COST:

\$760,000

VENDORS:

Request for Proposal #22-083

- Acting With Mrs. Davis
- Angela García
- Athletes Global Corporation
- Black Rocket
- Building Intellect Tutorial Services
- Challenge Island
- Clayton Youth Enrichment
- Dr. Kristilynn Turney, LLC
- En Pointe Muvmentz
- Fort Worth Capoeira
- Fort Worth Museum of Science & History
- Girl Scouts of Texas Oklahoma Plains
- Girls on the Run of the DFW Metroplex
- Green Space Learning
- Homes for Children Corporation
- Homeschool Spanish Academy
- Maroon 9 Sickle Cell Support Organization
- National Inventors Hall of Fame
- NxtGen Engineering
- Pura Vida Youth
- R L I F E Inc
- Studentnest, Inc.
- Thank You Darlin' Foundation
- The Fort Worth Botanic Garden/Botanical Research Institute of Texas
- ThinkCERCA
- University Instructors
- Unlimited Education & Sports

- Victory Creative Learning LLC

Request for Proposal #22-083- A

- Bend Your Lens Coaching, LLC
- Career and College Exploration for Students LLC
- Concorde LLC
- Gravitas Publications Inc.
- Little Scholars, LLC
- Pathways to College
- Planting Seeds
- Planting Seeds Tutoring & Test Prep
- Renzulli Learning
- The American DJ Company
- The Welman Project

Request for Proposal #22-083- B

- Acting With Mrs. Davis
- Innovation Center Outreach, Inc
- Maroon 9 Sickle Cell Support Organization
- Successful Students & Athletes
- R L I F E Inc
- K-Piano Music Learning Foundation, Inc
- Bamboo Learning
- Steam Works Studio
- NextWaveSTEM
- Greater U Institute
- The Enrichment Place PLLC
- Just Finish Professional Consulting
- The Texas Supremacy of Music & Arts Conservatory
- The Joy of Music & Movement

PURCHASING MECHANISMS:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Bid Number: 22-083

Number of Bid/Proposals received: 28

HUB Firms: 4

Compliant Bids: 28

Bid/Proposal Statistics

Bid Number: 22-083-A

Number of Bid/Proposals received: 11

HUB Firms: 1

Compliant Bids: 11

Bid/Proposal Statistics

Bid Number: 22-083-B

Number of Bid/Proposals received: 14

HUB Firms: 1

Compliant Bids: 14

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

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

High Schools
Carter-Riverside High School
South Hills High School
Diamond Hill-Jarvis High School
P.L. Dunbar High School
Eastern Hills High School
Northside High School
Polytechic High School
Paschal High School
Trimble Tech High School
Southwest High School
Western Hills High School

Middle Schools
E.M. Daggett Middle School
Wedgwood 6th Grade
J.P. Elder Middle School
William James Middle School
Kirkpatrick Middle School
W.A. Meacham Middle School
Meadowbrook Middle School
Applied Learning Academy
Rosemont Middle School
Stripling Middle School
J.M. Jacquet Middle School

O.D. Wyatt High School

Department(s)
Fort Worth After School
School Leadership

Wedgwood Middle School
Leonard Middle School
Forest Oak 6 th Grade
Young Women's Leadership Academy
World Languages Institute
TCC South/ FWISD Collegiate

Elementary Schools
Carter Park Elementary School
George C. Clarke Elementary School
E.M. Daggett Elementary School
East Handley Elementary School
C.C. Moss Elementary School
Harlean Beal Elementary School
W.M. Green Elementary School
Van Zandt-Guinn Elementary School
Hubbard Heights Elementary School
M.L. Kirkpatrick Elementary School
Oakhurst Elementary School
Natha Howell Elementary School
A.M. Pate Elementary School
M. L. Phillips Elementary School
Versia Williams Elementary School
Maudrie M. Walton Elementary School
South Hi Mount Elementary School
Sunrise Elementary School
W.J. Turner Elementary School
David K. Sellars Elementary School
Riverside Applied Learning Center
Daggett Montessori
Bill J. Elliott Elementary School
T.A. Sims Elementary School
Edward J. Briscoe Elementary School
Alice Contreras Elementary School
Cesar Chavez Elementary School
Dolores Huerta Elementary School

RATIONALE:

FWISD Grants Compliance and Monitoring completes an internal evaluation, and Prismatic Services LLC completes an external evaluation of grant locally funded after school programs each year. Studies indicate that after-school students score slightly higher on accountability tests, complete required homework, attend school more often and receive fewer referrals than their counterparts. These providers will provide valuable intermittent services for the selected campuses.

INFORMATION SOURCE:

Cherie Washington

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: **APPROVE SECURITY PATROL SERVICE PROVIDER FOR DISTRICT
CAMPUSES AND ADMINISTRATIVE FACILITIES****

BACKGROUND:

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

Eight (8) companies responded to the Request for Proposal, or RFP, with prices ranging from \$24 per hour to \$30 per hour for patrolling services. After evaluating the proposals based on price, reputation, capacity and others, a security patrol service provider has been selected as the vendor for RFP #23-090. The dates of service being awarded are from July 1, 2023, through June 30, 2024, with the option to extend for three (3) additional years in one (1) year increments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Security Patrol Service Provider for District Campuses and Administrative Facilities
2. Decline to Approve Security Service Provider for District Campuses and Administrative Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Security Patrol Service Provider for District Campuses and Administrative Facilities

FUNDING SOURCE: Additional Details

General Fund 199-52-6299-001-999-99-390-000000

COST:

\$728,100 (*Estimated Annual Not to Exceed Cost*)

VENDOR:

Jet Security

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Bid Summary / Evaluation
RFP #23-090 Safety Security Patrol Services

Bid/Proposal Statistics

Bid Number: 23-090
Number of Bid/Proposals received: 6
HUB Firms: 1
Compliant Bids: 6

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

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

All schools and administrative facilities

RATIONALE:

Contracting security patrol services helps to ensure District property is monitored and secure, thus improving operational effectiveness and efficiency.

INFORMATION SOURCE:

Karen Molinar

PROPOSAL PRICING

Note: This proposal form must be used for proposal to be considered. Please print your responses VERY CLEARLY.

Note: Make sure you read Section VII – Special Terms & Conditions/Proposal Specifications before filling in the proposal pricing information.

Fully Uniformed, Unarmed, Radio/Telephone and Vehicle – Patrol Schedule

A

	Description	Cost
1.	<p>Four (4) Patrol Guards, Fully Uniformed, Unarmed, One (1) Supervisor, Fully Uniformed, Unarmed, Five (5) Vehicles & Five (5) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><u>Regular Beat Patrol</u> All Weekdays: 11:00 P.M. – 7:00 A.M. Spring Break: 5:00 P.M. – 7:00 A.M.</p> <p>(Approximately 240 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>
2.	<p>Two (2) Patrol Guards, Fully Uniformed, Unarmed, Two (2) Vehicles & Two (2) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><u>Summer Months</u> (Early June to End July) 4-Day week, Monday - Thursday 5:00 P.M. – 11:00 P.M.</p> <p>(Approximately 65 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>
3.	<p>Four (4) Patrol Guards, Fully Uniformed, Unarmed, One (1) Supervisor, Fully Uniformed, Unarmed, Five (5) Vehicles & Five (5) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><u>Summer Months</u> (Early June to End July) 4-Day week, Monday – Thursday 11:00 P.M. – 7:00 A.M.</p> <p>(Approximately 65 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>

4.	Description	Cost
	Four (4) Patrol Guards, Fully Uniformed, Unarmed, One (1) Supervisor, Fully Uniformed, Unarmed, Five (5) Vehicles & Five (5) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.	Fee per person, per hour \$ 24 Supervisor, per hour
	Weekends and Holidays (Except Spring Break): Two (2) Shifts 7:00 A.M. – 7:00 P.M. 7:00 P.M. – 7:00 A.M. (Approximately 130 days per annum)	\$ 30 Alternative:

***During Summer Months**
 Weekend is Friday – Sunday

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE SOFTWARE CONTRACT RENEWAL TO SUPPORT THE DATA MANAGEMENT SYSTEM FOR STUDENTS WITH DISABILITIES FOR THE 2023 - 2024 SCHOOL YEAR**

BACKGROUND:

On April 22, 2014, the Fort Worth ISD Board of Education approved the purchase of a new data management system (Easy IEP), that facilitates legal compliance of student Individualized Education Plans (IEPs) and Full and Individual Evaluations (FIEs) for students served in dyslexia, 504, or Special Education Programs. This Special Education management system also includes additional modules: EDPlan Insight, Dynamic Translation, and EDPlan Connect/Parent Portal. Public Consulting Group, Inc. (PCG) provides the software for the Easy IEP system. The renewal of the contract with PCG will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities. This purchase is from July 1, 2023, through June 30, 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities for the 2023 - 2024 School Year
2. Decline to Approve Software Contract Renewal to Support the Data Management System for Students with Disabilities for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Software Contract Renewal to Support the Data Management System (Easy IEP) for Students with Disabilities for the 2023-2024 School Year

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-822-999-99-226-000000

COST:

\$236,551

VENDOR:

Public Consulting Group, Inc. (PCG)

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

PCG Client Code: 00000755

EPCNT Dallas ISD RFP BG-205960

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

District-Wide for students with dyslexia, 504, or in Special Education Programs

RATIONALE:

Easy IEP assists administrators and teachers with the reporting requirements of the Individuals with Disabilities in Education Act (IDEA). The renewal of the software contract with PCG will continue the support for the data management system Easy IEP, which will allow Evaluation Specialists and Therapists to maintain compliance with legal requirements for evaluations (FIEs) and services (IEPs) for students with disabilities.

INFORMATION SOURCE:

Marlon Shears



Corey Golomb
 100 North University Drive
 Fort Worth, TX 76107

RE: Quote for EasyIEP Special Education Management System (SY 23-24)
 PCG Client Code: 00000755, Educational Purchasing Cooperative of North Texas (EPCNT)
 Interlocal Agreement

Dear Ms. Golomb,

This quote in the amount of \$236,551.00 (Two Hundred Thirty-Six Thousand, Five-Hundred Fifty-One Dollars and Zero Cents) represents PCG’s fee for EasyIEP™ our Special Education Management System. This quote includes the annual costs for the modules listed in the table below and includes hosting, maintenance, project management support, and the dynamic translation feature covering the dates of 7/1/2023 – 6/30/2024.

Service	Dates/Coverage Period	Amount
EasyIEP, FIE, EasyTrac, 504, ISP, software maintenance, support, management, vendor-hosted model	7/1/2023 – 6/30/2024	\$106,051.00
PaperClip Component	7/1/2023 – 6/30/2024	\$3,500.00
EasyFax™ Component	7/1/2023 – 6/30/2024	\$15,000.00
Dynamic Translation – ARD Module & FIE Module	7/1/2023 – 6/30/2024	\$28,000.00
Dynamic Translation – Progress Reports	7/1/2023 – 6/30/2024	\$15,000.00
EDPlan Insight	7/1/2023 – 6/30/2024	\$45,000.00
EDPlan Connect	7/1/2023 – 6/30/2024	\$24,000.00
Total		\$236,551.00

Sincerely,

Tim Gillespie,
 Associate Manager

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS CHRISTIAN UNIVERSITY TO PROVIDE THE LITERACY CONFERENCE**

BACKGROUND:

The purpose of this Agreement is to partner with Texas Christian University (TCU) and Fort Worth ISD (FWISD) to provide a Literacy Conference for FWISD teachers and TCU students. The conference will be held at TCU on May 31, 2023, and June 1, 2023. The conference will include keynote speakers, breakout sessions, and instructional materials/resources for participants. Teachers from Pre-Kindergarten - Grade 8 will participate in the conference. The knowledge gained from the sessions will be used to provide high quality Tier 1 instruction.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 3- Enhance Family and Community Engagement

ALTERNATIVES:

- 1. Approve Agreement Between Fort Worth Independent School District and Texas Christian University to Provide the Literacy Conference
- 2. Decline to Approve Agreement Between Texas Christian University and Fort Worth Independent School District the Literacy Conference
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agreement Between Fort Worth Independent School District and Texas Christian University to Provide the Literacy Conference

FUNDING SOURCE: *Additional Details*

General Fund 199-21-6299-015-999-99-126-000000

COST:

\$53,382.50

VENDOR:

Texas Christian University

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-D

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

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

Office of Academics (Literacy, Bilingual/English as a Second Language, Math and Early Learning Departments)

RATIONALE:

The objective for the FWISD/TCU Literacy Conference is to provide professional learning opportunities in the area of literacy and other content areas and to bring awareness to the importance of literacy in the Fort Worth ISD community.

INFORMATION SOURCE:

Marcey Sorensen

Exhibit A

DEVELOPING EFFECTIVE, ETHICAL EDUCATORS WITH A PASSION FOR LEARNING.

Summer Literacy Conference Expense Tracker

Item	Cost	
Swag Bags (bag, bottle, books)	\$7,500	
Keynote Jacqueline Woodson		\$14,000 COE/ TCU Funding
Keynote 2 Gloria Ladson Billings	\$8,000	
Hotel accommodations for Keynote Speakers		\$600 COE/ TCU Funding
Break-Out Speakers	\$8,000	\$1,500 COE/ TCU Funding
Journey Man Ink	\$7,500	
TCU graduate assistance/staff assistance		\$53,700 COE/ TCU Funding
Supplies (name badges, printing, signage, etc.)		\$2,500 COE/ TCU Funding
Extended Education Fee	\$2,000	
Auditorium Rental (\$100/hr)	\$1,800	
Photography--1 day Glen Elman	\$450	
Banquet Room Rental (\$100/hr)	\$1,800	
Banquet Room Cleaning Fees	\$590	
Catering Day 1 (Sodexo continental breakfast-125) + all day beverage service	\$2,811.25	
Catering Day 1 (BBQ buffet lunch-220)	\$5,060.00	
Catering Day 2 (Sodexo continental breakfast-125) + all day beverage service	\$2,811.25	
Catering Day 2 (Mexican buffet lunch-220)	\$5,060.00	
COE/ TCU TOTAL		\$72,300
FWISD TOTAL	\$53,382.50	

TCU Literacy Institute Contact:

Jan Lacina, Ph.D.

Associate Dean for Graduate Studies, Research, & Strategic Partnerships

j.lacina@tcu.edu 817-257-6786

Attachment B

2022 Item	TCU 2022	2023 Item	TCU 2023	Difference
Swag Bags	\$7,500.00	Swag Bags	\$7,500.00	\$0.00
Keynote Speaker Kwame Alexander	\$12,000.00	Keynote Speaker Gloria Ladson Billings	\$8,000.00	-\$4,000.00
Journeyman Ink: conference facilitation	\$5,000.00	Journeyman Ink: conference facilitation	\$7,500.00	\$2,500.00
Extended Education Fee reservations arrangements	\$2,000.00	Extended Education Fee reservations arrangements	\$2,000.00	\$0.00
Auditorium Rental (\$100/hr)	\$1,800.00	Auditorium Rental (\$100/hr)	\$1,800.00	\$0.00
Banquet Room Rental (\$100/hr)	\$1,800.00	Banquet Room Rental (\$100/hr)	\$1,800.00	\$0.00
Photography 2 days Glen Elman	\$950.00	Photography 1 day Glen Elman	\$450.00	-\$500.00
Catering Day 1 Sandwiches/Chips/Drink	\$3,663.00	Catering Day 1 Breakfast/Hot Lunch	\$7,871.25	\$4,208.25
Catering Day 2 Sandwiches/Chips/Drink	\$3,663.00	Catering Day 2 Breakfast/Hot Lunch	\$7,871.25	\$4,208.25
2022 Total	\$38,376.00	Added from last year		
		Breakout Speakers	\$8,000.00	\$8,000.00
		Banquet Room Cleaning Fees	\$590.00	\$590.00
		2023 Total	\$53,382.50	\$15,006.50

Reason:

The 2023 Summer Literacy Conference will feature additional breakout speakers, production services (Journeyman Ink) to accommodate an increase in attendance. This year's two day conference will provide breakfast and hot lunch for attendees and includes banquet room cleaning fees. Although the price of the conference has increase 15%, the district did negotiate to reduce the original starting price of \$69,882.50 to \$53,382.50, which is \$16,500 in savings.

**Memorandum of Understanding Between
Texas Christian University
And
Fort Worth Independent School District (FWISD)**

This Memorandum of Understanding (the “Memorandum” or “MOU”) is made on the date of the last signature below between Texas Christian University (hereinafter referred to as “TCU”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as “the District”). TCU and District may be collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS, the District in partnership with TCU will host the Second Annual Literacy Conference at TCU;

WHEREAS, the purpose of the conference is to provide professional learning opportunities for District teachers, TCU students, and community stakeholders in the area of literacy and for teachers to learn literacy best practices and become familiar with new diverse children’s literature to include in their classroom;

WHEREAS, the theme of the conference is “Embracing Literacies with our Communities” and will feature keynotes along with several sessions; and

WHEREAS, at the conclusion of the conference participants will receive continuing education credit hours, FWISD and TCU will create a survey that will be given to all participants that will provide feedback on the success of the Summer Literacy Institute (SLI).

NOW THEREFORE, TCU and the District agree as follows:

I. TCU agrees to:

- A. Fund one (1) keynote speaker for the conference.
- B. Hotel accommodations for keynote speaker(s).
- C. Provide TCU staff and graduate students to plan and lead the conference planning and take lead on the dates of the conference.
- D. Provide payments/honorariums for breakout session presenters.
- E. Allow for up to 200 participants to attend the conference.

II. The District agrees to:

See attachment A.

III. The District and TCU mutually agree:

- A. The term of this MOU shall be from the date of the last signature below through June 2, 2023. The conference dates will be May 31, 2023, and June 1, 2023. The conference will be held on the campus of Texas Christian University.
- B. The Parties agree that the conference will be made available to 150 District teachers at no cost to the teachers or to the District.
- C. The Parties agree in the event the Summer Literacy Institute (SLI) is cancelled, TCU will do their best to reschedule the event at a time in which participants can attend. If the keynote speaker is unable to speak at a rescheduled event, TCU would find new speakers. TCU will use funds provided by FWISD and the funds contributed to fund the rescheduled Summer Literacy Institute (SLI).
- D. To ensure a successful event, both parties have worked together for the past year in planning the event and those on the planning team from FWISD will be volunteering during the Summer

Literacy Institute (SLI).

IV. Miscellaneous Provisions

- A. This MOU may be amended in writing at any time by mutual agreement of the Parties.
- B. That either Party to this MOU has the right to cancel this MOU for failure of the other Party to perform in accordance with the terms outlined herein or in amendments hereto. This MOU may be terminated by one Party giving thirty (30) days written notice to the other at the address included herein.
- C. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. This MOU document constitutes the entire MOU between the District and TCU. No additional terms or conditions shall become a part of the MOU without the written consent of both Parties and compliance with relevant state law.
- D. That any written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by Registered or Certified Mail, or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

If to District:

Fort Worth Independent School District
Dr. Darnisha Carreathers:
Executive Director of Literacy
Teaching & Learning Center
1050 Bridgewood Drive
Fort Worth, TX 76110

With a Copy to:

Fort Worth Independent School District
Office of Legal Services
100 N. University Dr. Suite SW172
Fort Worth, TX 76107

If to TCU:

Texas Christian University
Jan Lacina
Associate Dean, College of Education
TCU Box 297900
Fort Worth, TX 76129
j.lacina@tcu.edu
817.257.6786

With a Copy to:

Texas Christian University
Audra Guereca
Assistant to the Dean of the College of Education
TCU Box 297900
Fort Worth, TX 76129
a.guereca@tcu.edu
817.257.7663

E. Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

F. Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.

G. Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.

H. Amendments. Any change to this MOU must be in writing and signed by both Parties.

I. Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

J. Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

L. Public Records. The Organization understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to Organization but assumes no other responsibility.

M. Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

N. Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

IV. Signatory Clause

The individuals executing this Agreement on behalf of the District and Organization acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

NOW, THEREFORE, THE PARTIES TO THIS MEMORANDUM DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THE SIGNATURES BELOW:

Fort Worth Independent School District

Macey Jones
Name

Macey Jones 4/11/23
Signature Date

Texas Christian University

Veronica Rios
Name

Veronica Rios 04/10/2023
Signature Date

Fort Worth Independent School District

Alexander Athanason
Legal Counsel for District

[Signature] 05/09/2023
Signature Date

Board President Tobi Jackson

[Signature]
Signature

[Date]
Date

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH TO STATE THE RESPONSIBILITIES OF EACH PARTY CONCERNING THE NEIGHBORHOOD WI-FI PROGRAM EQUIPMENT**

BACKGROUND:

The Fort Worth Independent School District (FWISD) and the City of Fort Worth (City) have partnered together in the FWISD Neighborhood Wi-Fi Program. The City owns the wireless communications equipment located and installed at eight (8) FWISD schools. The Neighborhood Wi-Fi Program ensures quality internet connections for all our families across our District. Leadership is asking to approve the Interlocal Agreement that states the responsibilities of each party for the time period that City equipment is installed at FWISD locations.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to State the Responsibilities of Each Party Concerning the Neighborhood Wi-Fi Program Equipment
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to State the Responsibilities of Each Party Concerning the Neighborhood Wi-Fi Program Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to State the Responsibilities of Each Party Concerning the Neighborhood Wi-Fi Program Equipment.

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

Como Montessori
Richard J. Wilson Elementary School
Morningside Middle School
Polytechnic High School
Rufino Mendoza Elementary School
J.P. Elder Middle School
North Side High School
Martin Jacquet Middle School

RATIONALE:

Numerous FWISD families lack home internet access, making it difficult to attend online classes, apply for jobs, or tap into other social service resources. That digital divide is impacting residents' quality of life, and that issue became especially apparent during the COVID-19 pandemic. Fort Worth ISD partnered with the City of Fort Worth to use school buildings to hold equipment that will originate the signal. The City of Fort Worth owns wireless communications equipment installed at eight (8) FWISD locations for the benefit of the Neighborhood Wi-Fi Program. This Interlocal Agreement states the responsibilities for both FWISD and the City for the time period that the equipment is installed at the FWISD locations.

INFORMATION SOURCE:

Karen Molinar

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **City of Fort Worth (“Fort Worth”)**, a Texas home rule municipality, and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“**FWISD**”). Individually, Fort Worth and FWISD may be referred to herein as a “Party” and collectively as the “Parties.” The term Fort Worth, when the context so indicates, shall include all employees, directors, officials, agents, and authorized representatives. The term FWISD, when the context so indicates, shall include all employees, directors, officials, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code;

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement;

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties;

WHEREAS, Fort Worth has certain wireless communications equipment installed at FWISD locations listed on Exhibit A attached; and

WHEREAS, the parties wish to enter into this Agreement to memorialize the responsibilities of each party concerning the Fort Worth equipment on FWISD property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. **AGREEMENT DOCUMENTS.** The Agreement documents shall include the following:
 - A. This Interlocal Agreement
 - B. Exhibit A – Fort Worth Installed Equipment, FWISD Locations, and Fort Worth and FWISD Contact Information

Exhibit A, which is attached hereto and incorporated herein, is made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of the Exhibit and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

- II. **PURPOSE.** Fort Worth owns wireless communications equipment installed at eight (8) FWISD locations for the benefit of the Neighborhood WiFi program. This Agreement

states the responsibilities of each party for the time period that Fort Worth equipment is installed at FWISD locations.

III. SERVICES TO BE PERFORMED.

A. Fort Worth Responsibilities:

- Monitor, repair, and/or replace Fort Worth-owned wireless communications equipment (“Equipment”) installed at FWISD locations listed in Exhibit A with reasonable diligence upon receipt of notice of any damage, destruction, theft, or upon inspection.
- Communicate with FWISD through designated contacts in Exhibit A when access to the Equipment is necessary.

B. FWISD Responsibilities:

- Provide reasonable access to Fort Worth-owned Equipment located on FWISD property upon request by Fort Worth through contacts designated in Exhibit A.
- Notify Fort Worth through contacts designated in Exhibit A of the relocation of the MDF/IDF Closet and/or any Fort Worth Equipment at FWISD locations in Exhibit A.
- Notify Fort Worth, through contacts designated in Exhibit A, immediately if any damage occurs to Fort Worth Equipment installed at FWISD locations in Exhibit A.
- Communicate to the Fort Worth Network Team designated in Exhibit A of any Equipment outages or issues relating to Equipment operation or functionality.
- Take reasonable steps to prevent unauthorized access to Fort Worth-owned Equipment.

IV. MISCELLANEOUS

A. Term and Termination

1. **Term.** This Agreement shall become effective upon execution by Fort Worth and FWISD (“**Effective Date**”) and shall expire upon written notice by Fort Worth or FWISD or until equipment is removed from FWISD locations, whichever is earlier.

2. **Termination.** Fort Worth and FWISD may terminate this Agreement at any time and for any reason by providing written notice of termination. The termination shall be immediate upon notice or on a date certain if a specific date of termination is included in the written notice. Upon termination, Fort Worth shall remove all Equipment from FWISD within 30 days from the date of termination. If such Equipment is not removed within 30 days, FWISD may dispose of any and all Equipment without incurring any liability to Fort Worth.
- C. **Records.** Each Party shall maintain its own service records in accordance with its records policies and any applicable laws or regulations. Any records that must be shared to effectuate the purpose of this Agreement shall be done only as allowed by law and in compliance with any applicable regulations and this Agreement.
- D. **Immunity.** It is expressly understood and agreed that in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- E. **Remedies.** No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy that is given hereunder. No covenant or condition of this Agreement may be waived without the written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- F. **Amendment.** No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either Party hereto unless in writing signed by both Parties.
- G. **Consideration and Compensation.** The Parties acknowledge that as a condition precedent to signing this Agreement, that there was good and valuable consideration exchanged between the Parties. FWISD accepts Fort Worth's provision of equipment and communication as consideration for its performance of its duties and obligations set forth in this Agreement. Fort Worth accepts FWISD communication and support, as described by this Agreement, as consideration for its obligations and duties set forth in this Agreement as reasonable compensation.
- H. **Assignment.** No Party to this Agreement may assign its rights under this Agreement without the prior written consent of the other Party.
- I. **Governing Law; Jurisdiction.** The agreement between the Parties regarding the subject matter hereof shall be governed by and interpreted in accordance with the laws of the state of Texas, without reference to its laws relating to conflicts of law. Any legal action arising out of or relating to the subject matter hereof shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.

J. Relationship of the Parties. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the Parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither Party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement.

K. Notices. Notices pursuant to this Agreement must be in writing to be effective. Notices shall be delivered as follows:

a. For FWISD: Dave Guerra
FWISD
100 N. University Drive
Fort Worth, TX 76107

With copy to:
FWISD
Office of Legal Services
100 N. University Dr., Suite SW 172
Fort Worth, TX 76107

b. For Fort Worth: City of Fort Worth, IT Solutions Department
Attn: Kevin Gunn, Director, IT Solutions
200 Texas Street
Fort Worth, TX 76102

With copy to Fort Worth City Attorney's Office at same address

L. Severability. Should any part, term, or provision of this Agreement be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

M. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the Parties.

J. Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby

bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

- K. Binding Agreement.** The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
- L. Budgetary Limitations.** The Parties acknowledge and agree that both Parties are governmental entities and, as such, are subject to an annual budgetary process and the limitations and restrictions of fiscal funding. Notwithstanding any other provision herein, if and to the extent the obligations of this Agreement should continue over into FWISD's or Fort Worth's subsequent fiscal years following that fiscal year when this Agreement was executed and funds are not appropriated or budgeted for this Agreement and completion of the Term in question, FWISD or Fort Worth may terminate this Agreement. Each Party shall pay for its own performance in connection with this Agreement out of its own available current revenues.
- M. Liability.** Each Party shall be solely responsible for its own actions or inaction and the actions or failure to act of its respective employees, agents, officers, officials, and contractors. Neither Party shall be responsible for the actions, errors, omissions, negligence, misfeasance, or malfeasance of the other Party or any employee, agent, officer, official, or contractor of the other Party.

[SIGNATURE PAGE FOLLOWS]

Consented to and Agreed as of the Effective Date.

FWISD


100 N. University Dr., Suite SW 172
Fort Worth, TX 76107

By: _____
Name:
Title:
Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Name:
Title:

By: 
Name: Alexander Athanason
Title: Staff Attorney, Fort Worth ISD

FORT WORTH:

<p>City of Fort Worth</p> <p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p>Approval Recommended:</p> <p>By: _____ Name: Kevin Gunn Title: Director, IT Solutions Department</p> <p>Attest:</p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Sallie Trotter Title: Assistant Director, IT Solutions</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: Taylor Paris Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: N/A</p>
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EXHIBIT A

FWISD PRIMARY CONTACT

S.no	FWISD	Address	City	State	Zip	Area Director	Contact Num	Email
1	Como Montessori	4001 Littlepage St	Fort Worth	TX	76107	Danny Roberts	817-988-7958	daniel.roberts@fwisd.org
2	Richard J Wilson Elementary	900 W Fogg St	Fort Worth	TX	76110	Danny Roberts	817-988-7958	daniel.roberts@fwisd.org
3	Morninigside Middle School	2751 Mississippi Ave	Fort Worth	TX	76104	David Guerra	817.815.7550	david.guerra@fwisd.org
4	Polytech High School	1300 Conner Ave	Fort Worth	TX	76105	David Guerra	817.815.7550	david.guerra@fwisd.org
5	Rufino Mendoza	1412 Denver Ave	Fort Worth	TX	76106	Louis Guerrero	817.815.7426	louis.guerrero@fwisd.org
6	JP Elder	709 NW 21 St	Fort Worth	TX	76106	Louis Guerrero	817.815.7426	louis.guerrero@fwisd.org
7	Northside High School	2211 McKinley Ave	Fort Worth	TX	76106	Louis Guerrero	817.815.7426	louis.guerrero@fwisd.org
8	Martin Jacquet Middle School	2501 Stalcup Rd	Fort Worth	TX	76119	David Guerra	817.815.7550	david.guerra@fwisd.org

FORT WORTH PRIMARY CONTACT

CFW Roster		
Sallie Trotter	Assistant Director IT Solutions	Sallie.Trotter@fortworthtexas.gov
Bobby Lee	Sr. IT Solutions Manager - Infrastructure	Bobby.Lee@fortworthtexas.gov
Brandon Butler (Support Team)	IT Solutions Manager - Networking / Telephony	Brandon.Butler@fortworthtexas.gov
Minu' Chandan	IT Solutions Project Manager	Minu.Chandan@fortworthtexas.gov
Kathy Agee-Dow	IT Contract Services Administrator	Kathryn.Agee-Dow@fortworthtexas.gov

FWISD LOCATIONS

Como Montessori

Como Montessori is located at 4001 Little page Street in Fort Worth, Texas.
A walkthrough of the site was conducted on March 2nd, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 3 x Fluidmesh 3500 ENDO
- 2 x 120-degree Sector and 1 x FM-Horn 90

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

The Meraki MX250 is installed into the school MDF. This room is located on the ground floor of the school. The MS250 is located on the 2nd Floor in the IDF positioned to the center of the building. On the roof of the center building are three (3) Fluidmesh Radios with two (2) sector antennas and a single panel antenna facing Pole 26. Access to network spaces will require the school custodian to open the room and provide access.

Richard J. Wilson Elementary School

Richard J. Wilson Elementary School is located at 900 W Fogg Street in Fort Worth, Texas. A walkthrough of the site was conducted on February 23rd, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 4 x Fluidmesh 3500 ENDO
- 4 x FM-Horn 90

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

The Meraki MX250 is installed into the school MDF. This room is located in the center section of the building is located in an area that isn't technically a 2nd floor but its elevated. The MS250 is located in the same MDF. On the roof of the center building are four (4) Fluidmesh Radios with connected FM-Horn antennas.

Access to network spaces will require the FWISD area director approval and school custodian to open the room and provide access.

Morningside School

Morningside School is located at 2751 Mississippi Avenue in Fort Worth, Texas. A walkthrough of the site was conducted on March 2nd, 2021.

Installed Equipment onsite:

- Meraki MX250
- Meraki MS250-24P
- 1 x Fluidmesh 3500 ENDO

- 1 x 120-degree sector

Cabling between the Fluidmesh and Meraki MS250-24P us Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling

Site Installation Details

The Meraki MX250 is installed into the school MDF. This room is located on the ground floor of the school. The MS250 is located on the 2nd Floor in the IDF positioned to the center of the building. On the roof of the center building is a single Fluidmesh Radios with one (1) sector antenna. Access to network spaces will require the school custodian to open the room and provide access.

PolyTech High School

PolyTech High School is located at 1300 Conner Avenue in Fort Worth, Texas. A walkthrough of the site was conducted on March 2nd, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 2 x Fluidmesh 3500 ENDO
- 2 x FM-Horn 90

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

The Meraki MX250 is installed into the school MDF. This room is located on the ground floor of the school. The MS250 is located on the 4th Floor in the IDF positioned to the center of the building. On the roof of the center building are two (2) Fluidmesh Radios with two (2) horn antennas. Access to network spaces will require the school custodian to open the room and provide access.

Mendoza Elementary School

Mendoza Elementary School is located at 1412 Denver Avenue in Fort Worth, Texas. A walkthrough of the site was conducted on March 1st, 2021.

Installed Equipment onsite:

- Meraki MX250
- Meraki MS250-24P
- 5 x Fluidmesh 3500 ENDO
- 5 x FM-Horn 90

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

The Meraki MS250 at Mendoza Elementary School will be installed into IDF B on the second floor in order to limit the distance for the shielded ethernet cables going to the roof. The Meraki MX250 was installed into the MDF location. The MDF had space on the backer board for an additional internet circuit. Access to network spaces will require the school custodian to open the room and provide access.

JP Elder Middle School

JP Elder Middle School is located at 709 NW 21st Street in Fort Worth, Texas. A walkthrough of the site was conducted on March 1st, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 12 x Fluidmesh 3500 ENDO
- 12 x FM-Horn 90

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

JP Elder Middle School has two separate buildings connected by fiber. Each building has a Meraki MS250 installed on the upper floor to provide connectivity and power to the Fluidmesh 3500 Endo access points. These Meraki switches were then connected to the Meraki MX250 via fiber. The Meraki MX250 was installed into the MDF location which is located next to the main office. The MDF had space on the backer board for an additional internet circuit. Access to network spaces will require the school custodian to open the room and provide access.

Northside High School

Northside High School is located at 2211 McKinley Avenue in Fort Worth, Texas. A walkthrough of the site was conducted on March 1st, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 2 x Fluidmesh 3500 ENDO
- 2 x 120-degree sector

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Cabling between the Fluidmesh and Meraki MS250-24P is Cat6 Outdoor/Shielded cabling into the building at which point it transitions to Plenum grade shielded cable. The Fluidmesh connects to the sector antenna using LMR240 RF antenna cabling.

Site Installation Details

Northside High School has two separate buildings connected by fiber. Each building has a Meraki MS250 installed on the upper floor to provide connectivity and power to the Fluidmesh 3500 Endo access points. These Meraki switches are then connected to the Meraki MX250 via fiber. The Meraki MX250 was installed into the MDF location. Access to network spaces will require the school custodian to open the room and provide access.

Martin Jacquet School

Martin Jacquet School is located at 2501 Stalcup Road in Fort Worth, Texas. A walkthrough of the site was conducted on March 1st, 2021.

Installed Equipment onsite

- Meraki MX250
- Meraki MS250-24P
- 1 x Fluidmesh 3500 ENDO
- 1 x 120-degree sector

Site Installation Details

Martin Jacquet School is a single building. The Meraki MS250 switch was installed into an upstairs IDF in order to reduce the cable distance between the Fluidmesh 3500 radios on the roof and the switch. The Meraki MX250 was installed into the MDF location and connects to the MS250 via fiber. Access to network spaces will require the school custodian to open the room and provide access.

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR MOBILE RECREATION SUMMER DAY CAMP AND WAIVE FEES ASSOCIATED WITH OPERATING THE CAMP**

BACKGROUND:

The Mobile Recreation Summer Day Camp offered through the City of Fort Worth Parks & Recreation partnered with Fort Worth ISD (FWISD) to provide educational activities and programming free of charge to FWISD students; therefore, requested that District costs be waived. The program is a structured summer day camp that serves up to 240 FWISD students ages 5-14. The camp is scheduled Monday through Thursday from June 12, 2023, to July 27, 2023, and will be held on the campuses of Sagamore Hill Elementary, Seminary Hills Park Elementary, William James Middle School, and Paschal High School.

In accordance with the Interlocal Agreement, Fort Worth ISD will provide use of the facilities at these four (4) campuses and the natatorium at Wilkerson-Greines Activity Center as well as bus transportation for swimming lessons (Monday through Thursday only). The other field trips on the attached schedule are not mentioned here for bus transportation. Since District custodial staff will already be on-site working normal schedules and in accordance with Board policy GKD(LOCAL), rental fees for day-time use of facilities may be waived for qualifying organizations, no relevant costs are associated with those items. FWISD costs to be waived are estimated at \$70,672.00 as follows:

<u>Description</u>	<u>Estimated Amount</u>
Campus Utility Fees	\$43,615
Building Use and Equipment	\$7,150
Natatorium	\$12,870
Transportation	\$7,037
Total:	\$70,672

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for Mobile Recreation Summer Day Camp and Waive Fees Associated with Operating the Camp

FUNDING SOURCE: *Additional Details*

General Fund	199-51-6257-001-999-99-414-000000.....	\$56,485
	199-34-6125-FTS-999-99-434-000000.....	\$7,037
	199-xx-6299-001-999-99-xxx-000000.....	\$7,150

COST:

Waived

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

Sagamore Hill Elementary, Seminary Hills Park Elementary, William James Middle School, R.L. Paschal High School, Wilkerson-Greines Natatorium Activity Center

RATIONALE:

The Mobile Recreation Summer Day Camp is a summer program benefiting FWISD students that is free to the participants.

INFORMATION SOURCE:

Karen Molinar

**SECOND AMENDMENT AND SECOND RENEWAL OF
CITY SECRETARY CONTRACT NO. 56004,
AN INTERLOCAL COOPERATION AGREEMENT FOR
MOBILE RECREATION SUMMER DAY CAMP**

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

WHEREAS, on May 25, 2021, the City and FWISD entered into an Interlocal Cooperative Agreement to conduct a summer day camp program called Mobile Recreation Summer Day Camp (“Program”) at R.L. Paschal High School, Edward J. Briscoe Elementary School, E.M. Daggett Middle School, William James Middle School, and aquatics facility at Wilkerson-Greines Activity Center, the same being City Secretary Contract (“CSC”) Number 56004 (“Agreement”);

WHEREAS, the Agreement provides an initial term of three months (“Primary Term”) and four (4) additional renewal periods (each a “Renewal Term”);

WHEREAS, the Program during each Renewal Term only occurs in a four month period each year (May to August) and therefore each additional renewal period only contemplates renewal during that specific period of time of the year;

WHEREAS, on April 22, 2022, the Parties amended the Agreement to provide program information for calendar year 2022 and renewed the Agreement for the first Renewal Term (“First Renewal Term”);

WHEREAS, the Parties wish to amend the Agreement to provide the program information for calendar year 2023;

WHEREAS, it is the collective desire of the Parties to extend the Agreement through the second Renewal Term (“Second Renewal Term”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the Parties agree to amend and renew and extend as follows:

I.

City and FWISD hereby agree to amend the Agreement to provide an updated program schedule, to include approved 2023 locations, times, and activities, as set forth in Exhibit A-2, attached hereto and incorporated herein by reference.

II.

The Parties hereby agree to renew and extend the Agreement for an additional period, the Second Renewal, effective May 1, 2023, and expiring on August 31, 2023.


III.

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

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

(Signature page follows)

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

<p>CITY OF FORT WORTH:</p> <p>By: _____ Name: Jessica McEachern Title: Assistant City Manager</p> <p>Date: _____</p>	<p>FORT WORTH INDEPENDENT SCHOOL DISTRICT:</p> <p>By: _____ Name: Dr. Angélica M. Ramsey Title: Superintendent, Fort Worth ISD</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Tobi Jackson Board President</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By:  _____ Alexander Athanason Staff Attorney</p>
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FOR CITY OF FORT WORTH INTERNAL PROCESSES:

<p>Approval Recommended:</p> <p>By: _____ Name: Dave Lewis Title: Acting Director Park & Recreation Department</p> <p>By: _____ Name: Kelli Pickard Title: Assistant Director Park & Recreation Department</p> <p>Approved as to Form and Legality:</p> <p>By: _____ Name: Nico Arias Title: Assistant City Attorney</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Sheri Endsley Title: District Superintendent Park & Recreation Department</p> <p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
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CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH POLICE DEPARTMENT**

BACKGROUND:

The Fort Worth ISD Law Enforcement Program at Eastern Hills has been an integral part of the Fort Worth ISD Career and Technical Education, or CTE, offerings. This Memorandum of Understanding (MOU) between Fort Worth ISD (FWISD) and the City of Fort Worth Police Department will allow students to learn about the inner workings of the criminal justice system and learn about the most up-to-date and relevant information about the field. The MOU would also allow Juniors and Seniors, that are accepted into the program, to be trained by the Fort Worth Police Department at the Bob Bolen Center.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Police Department
Fort Worth Independent School District
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Police Department
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth Police Department

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

City of Fort Worth Police Department

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

Career and Technical Education

RATIONALE:

The partnership with The City of Fort Worth Police Department can build trust between the community and law enforcement by working together to promote positive interactions and a greater understanding. By partnering with the police department, students will gain insight into various career opportunities within law enforcement, providing a clearer understanding of their career path and the requirements needed. Through the partnership, students will have access to resources such as training materials, equipment, and facilities, that might not otherwise be accessible.

INFORMATION SOURCE:

David Saenz



INTERLOCAL AGREEMENT

BETWEEN THE CITY OF FORT WORTH POLICE DEPARTMENT AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and among the City of Fort Worth (hereinafter referred to as the “City”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as “FWISD”) and set forth the roles of the Parties in regard to the implementation of the Fort Worth Independent School District Law Enforcement and Public Service Partnership (the “Program). FWISD and the City may be collectively referred to as the “Parties” or individually as a “Party.”

This Agreement supersedes any and all previous documents, agreements, or interlocal agreements defining the role or scope of involvement the City has in support of this Program.

PURPOSE

The purpose of this Agreement is to provide students the opportunity to participate in the high school Police Academy curriculum that leads to a greater understanding of the law enforcement field and elective credits with FWISD while in grades 9-12 of high school. The Program’s first class coincides with the start of FWISD Fall 2023: August 14, 2023. Course credit will be awarded through FWISD for high school academic and diploma requirements.

OVERALL PROGRAM MODEL

The Parties agree to collaborate in developing, supporting, and operating the law enforcement component of the Program. The Program’s mission is to provide all students with appropriate work-based educational experiences that are designed to prepare students for positions in identified law enforcement fields.

The City and FWISD agree to a minimum of 20 students per class, with the possibility of expanding class size in subsequent years upon the written agreement between the Parties. The program will admit no more than 50 students in its initial 11th-grade class.

Identified portions of the Program will be delivered to students at the Fort Worth Police Department Training Facility 505. West Felix Street Fort Worth, Texas 76115.

FWISD is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS)

FWISD's program's curriculum is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in the law enforcement field.

The Parties will work together to develop, evaluate, and revise the Program's Scope & Sequence plan. Both Parties will identify specific high schools and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

The FWISD and the City shall establish and conduct courses incorporated into this Agreement by reference as Attachment A.

GOVERNANCE

(1) The Program will:

- a. Be governed by the City and FWISD and subject to state, and federal policies; and;
- b. Operate between 8:00 a.m. and 4:00 p.m. Monday through Friday for two semesters (Fall 2023 and Spring 2024).
- c. The officer will be considered an employee of the City and shall be under the control and supervision of a Fort Worth Police Department supervisor.
- d. Except in an emergency, as determined by the officer's supervisor in accordance with the ordinary chain of command and in their sole discretion, the officer should not be called away from his police academy class, this being destructive to the teacher/student relationship.

STUDENT INTERN ELIGIBILITY

A student is eligible to enroll in the Program if they:

- (a) Are in the 11th or 12th grade;
- (b) satisfactorily complete the Physical Ability Test (PAT);
- (c) Demonstrate compliance with the agreed-upon guidelines established by the Parties for attendance and behavioral background;
- (d) Adhere to City regulations, including required background checks and drug screenings.

Additionally, FWISD students will be required to wear a uniform at the Fort Worth Police Department to confirm that they are enrolled in the Program.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

Course content and scheduled contact hours will adhere to the FWISD educational guidelines. The course curriculum is intended to match TEATEKS and TCOLE standards. Grading will adhere to the FWISD grading policy and procedures. In addition, all coursework will be taught and grades assessed according to FWISD instructional and grading policies. Courses will be conducted during the normal calendar year and during normal school hours.

ROLES AND RESPONSIBILITIES

A. City of Fort Worth Responsibilities

1. The City will, within reason, support the implementation of the Overall Program Model as outlined herein.
2. As practicable and allowable within City policy, the City will mentor 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. Before performing services under this Agreement, all mentors must register and clear the required criminal background check outlined by Voly.org (FWISD's volunteer database system).
3. The City will work with FWISD and other Program industry participants to outline the essential skills students will need to succeed in those positions.
4. The City will assign a resource or a commissioned police officer to manage the City's responsibilities. This resource officer will, among other duties, coordinate site visits to the City's facilities, recruit and match mentors to students, identify appropriate internship opportunities, and support teachers and faculty in developing relevant curricula. The City will also provide a resource officer, or officers, to participate in the Local Partnership Committee. Under this Agreement, the Local Partnership Committee includes representatives from FWISD, Tarrant County College, the City, and other Program industry participants, as reasonably determined by those parties.
5. The City will help define and seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. The City will, in good faith and to the extent practicable, provide internship opportunities during the term of this Agreement. The City will assist the FWISD staff in identifying additional organizations in the law enforcement and public service fields that may provide qualified students at the school with the opportunity to participate in various internship experiences during the course of the Program.
6. The City will work with FWISD and the other Program industry participants to assist the district in developing a coherent Scope & Sequence plan of courses and workplace experiences that enable students to successfully meet the goals outlined in the program model. The City will help identify high-quality occupation-related projects and curricula that may be incorporated into the academic program.
7. The City will allow the School's staff and students reasonable access, as determined by City employees and in the City's sole discretion, to the City facilities to support program activities, including, but not limited to, flexible scheduling, internships, job shadowing, mentoring, and other "real-life" work experiences for students. FWISD acknowledges

certain City facilities are subject to limited access as required by compliance with criminal justice information concerns.

8. Student misconduct at City locations will be addressed in accordance with the FWISD's Student Code of Conduct. The Fort Worth Police Department shall report disciplinary problems to the FWISD. In addition, both Fort Worth Police Department and the FWISD administration may refuse to admit students with disciplinary issues into the program. However, nothing in this agreement prohibits the Fort Worth Police Department from removing a student from the facility or taking any other action necessary to protect that student, any other student, or the integrity of the program.

B. FWISD Responsibilities:

1. FWISD will be committed to fully implementing the Overall Program as outlined within this Agreement.
2. FWISD will work with the district staff and the other parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to meet the goals outlined in the program model successfully. FWISD will work to develop a rigorous and engaging curriculum that prepares students for college-level coursework and workplace experiences.
3. FWISD will establish a College and Career Readiness and Employability culture for all students in the program, that requires engaging students in college coursework, tutoring and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
 - a. time management;
 - b. collaboration;
 - c. problem-solving;
 - d. leadership;
 - e. study skills;
 - f. communication; and
 - g. tenacity.
4. FWISD will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students in gaining critical skills needed in the Law Enforcement and Public Service Industry. For any experience on the City's facilities that are closed to the general public, FWISD shall ensure that the students or the student's legal representative, as applicable, sign a waiver releasing the City for any liability related to such experience.
5. FWISD will allow the City staff appropriate access to the district to support program activities. This access will also be made available to other relevant industry leaders and members of leading nonprofit organizations.

6. FWISD will ensure that students of all backgrounds and abilities are provided an equal opportunity to enroll in the Program. FWISD will ensure that prior academic performance shall not serve to disqualify students during the admissions process.
7. FWISD will provide regular operating funds in the same manner consistent with other FWISD school programs. FWISD will identify additional funding streams that may be available to the Program.
8. FWISD will support the Program in identifying qualified staff to assist with the Program initiatives.
9. FWISD will provide appropriate and relevant ongoing professional development for the staff in FWISD who serve as part of the Program and will share best practices from other City Entities that effectively serve a wide range of high school students in achieving college and career readiness.

CONFIDENTIALITY OF INFORMATION

- A. FWISD shall only disclose to the City data agreed upon within the approved Data Sharing Agreement, such as personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"). Both the City and the FWISD are subject to the TPIA. As such, upon receipt of a request under the TPIA, both Parties must comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
 1. By either Party; or
 2. for either Party and either Party
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
 3. by an individual officer or employee of either party in the officer's or employee's official capacity, and the information pertains to the official business of either party.

TERM & TERMINATION

A. Term:

This Agreement shall begin when it is fully executed and continue for one (1) year. Thereafter, this Agreement may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this Agreement;
2. Either party is not in default of this Agreement; and
3. This Agreement has not been terminated.

B. Termination:

This Agreement may be terminated immediately at any time, and for any reason, by any of the signing Parties with written notice to the other signatory Parties.

GOVERNING LAW AND VENUE

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise from or relating to this Agreement or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

MODIFICATION

Any modification or amendment of this Agreement must be in writing, approved, and signed by all Parties.

MISCELLANEOUS PROVISIONS

- A. Parties to this Agreement warrant that their obligations shall be performed with due diligence, safely and professionally, and in compliance with any applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, the City shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at the City or who are otherwise present at their facilities are expected to comply with all policies and procedures, including all safety policies and rules.
- C. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners.
- E. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. No student, parent, or other person or entity who is not party

to this Agreement shall be regarded for any purpose as a third-party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.

- F. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this Agreement agree that neither the City nor its representatives shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages or any monetary damages of any nature.
- H. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Neither Party waives any of its governmental immunities by entering into this Agreement nor waives any right or remedy available by law to the other.
- J. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) City of Fort Worth:

Neil Noakes
Chief of Police
City of Fort Worth Police Department
505 W. Felix Street
Fort Worth, TX 76115

(2) Fort Worth Independent School District:

Dr. Angelica Ramsey
Superintendent
Fort Worth ISD
100 N. University Drive
Fort Worth, TX 76107


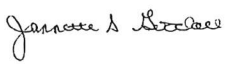


With copy to:

Office of Legal Services
Fort Worth ISD
100 N. University Drive, SW172
Fort Worth, TX 76107


SIGNATORY CLAUSE

The individuals executing this Agreement on behalf of FWISD and the City acknowledge that they are duly authorized to execute this Agreement. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this Agreement. This Agreement shall not become effective until executed by each party. Therefore, the Parties to this Agreement shall begin their respective duties only after the last party has signed and dated this Agreement.

EXECUTED in duplicate original counterparts effective upon the date indicated below.

<p>CITY OF FORT WORTH</p> <p>By: <u></u> Name: Fernando Costa Title: Assistant City Manager Date: <u>Apr 10, 2023</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> Name: Robert A. Alldredge, Jr. Title: Executive Assistant Chief</p> <p>ATTEST:</p> <p>By: <u></u> Name: Jannette Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Name: Keith Morris Title: Assistant Police Director</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Name: Taylor Paris Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C:(None Required) Date Approved: Form 1295 Certification No.: <u>N/A</u></p>
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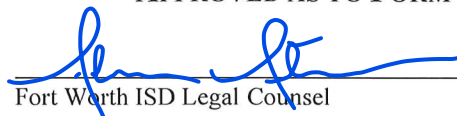
FORT WORTH INDEPENDENT SCHOOL DISTRICT

By:  Tobi Jackson Board President Date _____

By: _____ Dr. Angelica Ramsey, Superintendent Date _____

ATTEST BY: _____
CJ Evans, School Board Secretary Date _____

APPROVED AS TO FORM AND LEGALITY

By:  Fort Worth ISD Legal Counsel Date 05/18/2023

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH FORT WORTH BOTANIC GARDENS FOR FOURTH GRADE SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS CHALLENGE

BACKGROUND:

This Memorandum of Understanding (MOU) with the Fort Worth Botanic Garden will help facilitate a 4th grade Science, Technology, Engineering and Mathematics (STEM) Challenge. The education team received grant funds to facilitate the 4th grade Science, Technology, Engineering and Mathematics (STEM) Challenge for both educators and students from ten (10) FWISD campuses taking part in the learning experience. The STEM Challenge supports the newly aligned science Texas Essential Knowledge of Skills, or TEKS, and expectations for teachers and students. As part of this experience, teachers will receive professional learning to be able to facilitate project-based learning, in which students will participate. The program will provide a connection between the classroom and nature. The agreement will be effective from the date of signing and shall terminate on June 14, 2024, unless earlier terminated under the terms of this MOU.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with Fort Worth Botanic Gardens for Fourth Grade Science Technology, Engineering, and Mathematics Challenge
2. Decline to Approve Memorandum of Understanding with Fort Worth Botanic Gardens for Fourth Grade Science Technology, Engineering, and Mathematics Challenge
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding with Fort Worth Botanic Gardens for Fourth Grade Science Technology, Engineering, and Mathematics Challenge

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

The Fort Worth Botanic Gardens

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

Ten (10) Elementary Schools are to be determined.

RATIONALE:

The partnership with the Fort Worth Botanic Gardens aims to provide students and teachers educational opportunities outside of the classroom to support the expectations of the new science standards.

INFORMATION SOURCE:

Marcey Sorensen

**Memorandum of Understanding Between the
Fort Worth Independent School District and the Fort Worth Botanic Garden**

The Fort Worth Botanic Garden (Organization) and the Fort Worth Independent School District, a political subdivision of the state of Texas, ("District") enter into this Memorandum of Understanding ("MOU" or "Agreement") for the 4th grade STEM Challenge Project. Organization and District may be collectively referred to as the "Parties" or individually as a "Party."

A. Collaborative Goals/Purpose:

The purpose of this MOU is to measure the impact of the Fort Worth Botanic Garden's 4th grade STEM Challenge on both educators and students taking part in the learning experience. The STEM Challenge supports the newly aligned Texas Essential Knowledge of Skills (TEKS) and expectations for teachers and students. It is also created to provide a much-needed nature connection for mindfulness of all participants.

- Parties will share qualitative and quantitative data collected throughout the project allowing both Parties to measure the impact of the program on students and teachers.

B. Organization Responsibilities/Obligations:

- Provide 4th grade STEM Challenge that goes beyond the garden experience and into the classroom. Students will expand their learning from the STEM Challenge to the classroom to create a project-based learning product.
- Provide a four-session professional development program to 4th grade teachers taking part in the STEM Challenge.
- Provide a pre and post assessment for all 4th grade student participants in the program.
- Provide student journals to 4th grade students taking part in the STEM Challenge field trip. These journals will be a form of assessment and will be scanned at the end of the program for evaluation. Journals will be returned to teachers.
- Provide a transportation stipend to assist with the cost of transporting the 4th grade classes to the Fort Worth Botanic Garden for the STEM Challenge.
- Provide background checks and Child Protection Training to all organizational members involved in the STEM Challenge.
- Provide a family pass to each student taking part in the Stem Challenge.

C. District Responsibilities/Obligations:

- Identify ten (10) FWISD elementary schools to participate in the 4th grade STEM Challenge.
- Identify ten (10) FWISD elementary schools that are not part of the STEM Challenge to participate in the 4th grade STEM Challenge pre/post assessment as a control.
- Provide classroom access for Fort Worth Botanic Garden education staff members and a TCU doctoral student to all 4th grade classrooms taking part in the Stem Challenge.
- Provide student demographics for participating 4th grade classes.
- Share benchmark assessments and teacher assessments of student development.
- Provide waivers allowing other party members to video or photography students taking part in the STEM Challenge program. These will not be used in promotional materials to the public.

D. Joint Responsibilities/Obligations:

- Schedule monthly meetings to discuss the progress of the program and make any adjustments needed for the success of the students.
- Distribute the family passes to students provided by the Fort Worth Botanic Garden.

- Parties will create a dashboard for stakeholders to support continued funding of the project.

E. Term:

This Agreement will be effective from the date of signing and shall terminate on June 14, 2024 (“Initial Term”) unless earlier terminated under the terms of this MOU. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

F. Termination

This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

G. INDEMNIFICATION

- (1) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZATION MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, “THE INDEMNIFIED PARTIES”) OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE ORGANIZATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ORGANIZATION OR ANYONE THAT ORGANIZATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, “THE LIABILITIES”).
- (2) It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- (3) Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

H. General Provisions

- (1) Confidentiality. The Organization hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”), the Organization agrees to comply with all relevant confidentiality requirements regarding a student’s personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- (2) Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- (3) Nothing in this MOU waives or relinquishes the Parties’ rights to claim any exemptions, privileges, or immunities as may be provided by law.

- (4) Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District:

Fort Worth Independent School District
Attn: Dr. David Saenz
100 N. University Dr.
Fort Worth, Texas 76107

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr.
Fort Worth, Texas 76107

To Organization:

The Fort Worth Botanic Garden
Attn: Tracy Friday
1700 University Dr.
Fort Worth, Texas 76107


- (5) Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- (6) Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.
- (7) Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
- (8) Amendments. Any change to this MOU must be in writing and signed by both Parties.
- (9) Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- (10) Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
- (11) Public Records. The Organization understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to Organization but assumes no other responsibility.
- (12) Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- (12) Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

H. Signatory Clause

The individuals executing this Agreement on behalf of the District and Organization acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

The Fort Worth Botanic Gardens

By: 
Printed Name: Tracy Friday
Title: V.P. of Education
Date: 3/23/23

Fort Worth Independent School District:

By: Dr. Marcey Sorensen
Printed Name: Marcey Sorensen
Title: Chief Academic Off
Date: 4-7-2023

Approved as to Form:

By: 
Attorney – Office of Legal Services

Dr. Angélica M. Ramsey, Ed.D.
FWISD Superintendent of Schools

Exhibit A

Data Overview and Specific Data Requested

Table 1: Data Overview

Student Data

School Years of Data Requested	2023-2024
Students Included	Grade 4 students in 20 selected elementary campuses
Timeframe for Collection	June 2023 – June 2024
Other	Other

Non-Student Data

Years Requested	2023-2024
Timeframe for Collection	June 2023 – June 2024
Other	Other

Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	<ul style="list-style-type: none"> 4th graders taking part in the STEM Challenge program
Static Student Demographics	<ul style="list-style-type: none"> Yes for 4th graders participating in the STEM Challenge.
Student Academics	<ul style="list-style-type: none"> Benchmark Scores of 4th graders in Science.
Student Attendance and Referrals	<ul style="list-style-type: none"> No
Other	<ul style="list-style-type: none"> Other

Non-Student Data

Data Type	Data Details
Data Type	<ul style="list-style-type: none"> Teacher Surveys

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE FORT WORTH BOTANIC GARDEN FOR PRE-KINDERGARTEN OUTDOOR LEARNING

BACKGROUND:

This Memorandum of Understanding (MOU) with the Fort Worth Botanic Garden will provide outreach experiences for Fort Worth ISD (FWISD) Pre-Kindergarten students. These classroom experiences will provide curriculum-based models and enriched learning experiences on campus outdoor spaces. Students will gain comfort with scientific inquiry processes and outdoor exploration. It is also created to provide the much-needed nature connection for mindfulness for all participants. This agreement will be effective from the date of signing and shall terminate in June 2024, unless earlier terminated under the terms of this MOU.

STRATEGIC GOAL:

- 1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Fort Worth Botanic Garden for Pre-Kindergarten Outdoor Learning
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and the Fort Worth Botanic Garden for Pre-Kindergarten Outdoor Learning
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and the Fort Worth Botanic Garden for Pre-Kindergarten Outdoor Learning

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

The Fort Worth Botanic Garden

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

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

Pre-Kindergarten Teachers and Students

RATIONALE:

Approval of this Memorandum of Understanding between FWISD and The Fort Worth Botanic Garden will provide pre and post-assessments for all Pre-Kindergarten student participants in the program. Parties will share qualitative and quantitative data collected throughout the project allowing both parties to measure the impact of the program on students and teachers. The purpose of the data is to help improve student achievement and academic outcomes.

INFORMATION SOURCE:

Marcey Sorensen

Memorandum of Understanding

Fort Worth Independent School District (District) and

The Fort Worth Botanic Garden and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("District") enter into this Memorandum of Understanding ("MOU" or "Agreement") to collect and share data from the Early Childhood Bella Program. Organization and District may be collectively referred to as the "Parties" or individually as a "Party."

A. Collaborative Goals/Purpose:

The purpose of this MOU is to measure the impact of the Fort Worth Botanic Garden's PreK-4 Outreach Program (Bella, Books, and Botany) on both educators and students taking part in the learning experience. Bella, Books, and Botany is aligned with TEKS PreK Guidelines and expectations for teachers and students. It is also created to provide the much-needed nature connection for mindfulness for all participants.

- Parties will share qualitative and quantitative data collected throughout the project allowing both parties to measure the impact of the program on students and teachers

B. Organization Responsibilities/Obligations:

- To provide outreach experiences to PreK classrooms that models an enriched learning experience on campus outdoor spaces. Students will gain comfort with scientific inquiry processes and outdoor exploration.
- To provide a Pre and Post assessment for all PreK student participants in the program.
- To provide student journals to PreK classrooms taking part in Bella, Books, and Botany outreach. These journals will be a form of assessment and will be scanned at the end of the program for evaluation. Journals will be returned to teachers.
- To provide a transportation stipend to assist with the cost of transporting the PreK-4 classes to the Fort Worth Botanic Garden for the May field trip.
- To provide background checks and Child Protection Training to all organizational members involved in the Bella, Books, and Botany outreach program.
- To provide a family pass to each student taking part in the program.

C. District Responsibilities/Obligations:

- To assist in communication with FWISD elementary schools and PreK teachers that participate in the Bella, Books, and Botany outreach program.
- To provide classroom access for Fort Worth Botanic Garden Education staff members and a TCU doctoral student to all Bella, Books, and Botany outreach classrooms taking part in this program. Any Organization staff members and/or TCU students with access to District students must pass the necessary background checks as indicated in the attached and incorporated Form SB9.
- To provide student demographic for participating Bella, Books, and Botany outreach classes.

- To share Circle Assessment Data and teacher assessments of student development. Any data provided by District to Organization will be governed by the Data Sharing Agreement between the Parties hereby attached and incorporated into this Agreement.
- To provide waivers for other party members to video or photography students taking part in the Bella, Books, and Botany outreach program. These will not be used in promotional materials to the public.

D. Joint Responsibilities/Obligations:

- To schedule monthly classroom outreach visits to each classroom, to schedule field trip dates, and to schedule bus arrangements.
- To schedule any necessary meetings to discuss the progress of the program and make any adjustments needed for the success of the students.
- To distribute the family passes to students provided by the Fort Worth Botanic Garden.
- Parties will create a dashboard for stakeholders to support continued funding of the project.

E. Term:

This Agreement will be effective from the date of signing and shall terminate on 30 June, 2024 (“Initial Term”) unless earlier terminated under the terms of this MOU. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

F. Termination

This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

G. INDEMNIFICATION

- (1) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZATION MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE ORGANIZATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ORGANIZATION OR ANYONE THAT ORGANIZATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
- (2) It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- (3) Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

H. General Provisions

(1) Confidentiality. The Organization hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Organization agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

(2) Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.

(3) Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.

(4) Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District:

Fort Worth Independent School District
Attn: Olayinka Ojo
100 N. University Dr.
Fort Worth, Texas 76107

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
100 N. University Dr.
Fort Worth, Texas 76107

To Organization:

The Fort Worth Botanic Garden]
[Attn: Tracy Friday]
[1700 University Dr.]
[Fort Worth, Texas 76107]

(5) Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

(6) Assignment. Neither Party may assign their interest in this MOU except upon the written consent of the other party.

(7) Severability. If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.

(8) Amendments. Any change to this MOU must be in writing and signed by both Parties.

(9) Waiver. The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

(10) Applicable Law. This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

(11) Public Records. The Organization understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information

covered under this MOU, District will provide third-party notice to Organization but assumes no other responsibility.

(12) Force Majeure. Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.

(12) Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

H. Signatory Clause

The individuals executing this Agreement on behalf of the District and Organization acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

Organization

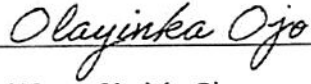
By: 

Printed Name: Tracy Friday

Title: Vice President,
Education and Volunteers

Date: 03/10/2023

Fort Worth Independent School District:

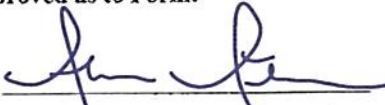
By: 

Printed Name: Olayinka Ojo

Title: Executive Director of Early Learning

Date: 03.10.2023

Approved as to Form:

By: 

Attorney – Office of Legal Services

Dr. Angélica M. Ramsey, Ed.D.
FWISD Superintendent of Schools

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TEXAS WESLEYAN UNIVERSITY

BACKGROUND:

This Memorandum of Understanding (MOU) explains the collaboration between Fort Worth Independent School District and Texas Wesleyan University and its Educator Preparation Program. This agreement outlines a collaborative relationship focused on the improvement of educator preparation, including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing the novice and professional educator performance/competency and Fort Worth ISD student achievement. This MOU will commence on May 23, 2023, and end on July 30, 2028.

STRATEGIC GOAL:

- 1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Wesleyan University
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Wesleyan University
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Wesleyan University

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Wesleyan University

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

The Talent Management Division's Teacher Residents and Pipeline Department will place clinical teachers and classroom observers from Texas Wesleyan University at various campuses across the District.

RATIONALE:

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program. This MOU will also create a teacher pipeline of future high-quality teachers.

INFORMATION SOURCE:

Raúl Peña



**Memorandum of Understanding Between
Texas Wesleyan University and the Fort Worth Independent School District for the Texas
Wesleyan University Educator Preparation Program-Field Experiences, Clinical Teaching,
Internships, or Professional Practicums using Video Capture**

1. Parties:

The following is a Memorandum of Understanding (“MOU” or “Agreement”) between Texas Wesleyan University (TXWES), under its Educator Preparation Program (EPP), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, “District”. The District and TXWES may be referred to individually as “Party” and collectively as the Parties”.

2. Purpose:

The Parties seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and District EC-12 student achievement. Both Parties are cognizant of the positive impact a high-quality EPP potentially has on the entire stakeholder community.

The purpose of this MOU is to: (a) articulate the partnership goals of the Parties; (b) specify each Party’s roles and responsibilities associated with the implementation of the collaborative arrangement via a sustained district/university partnership; and (c) articulate the protocol and responsibilities of the EPP and District when using video capture technology for the purpose of evaluating and improving the clinical practice of TXWES EPP candidates.

3. Collaborative Goals:

- a. To design and implement within the District, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, and professional practicums focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
- b. To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in the District.
- c. To support the in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.
- d. To support the requirements of collaborative agreements made as part of grants or other funding opportunities.

4. TXWES EPP Responsibilities:

- a. The TXWES EPP will provide the District with all documents and handbooks related to field experience, clinical student teaching/internships, and the professional practicum experience;
- b. The TXWES EPP will provide high-quality training to identified cooperating teachers, mentors, and District/campus administration;
- c. The TXWES EPP will communicate clear expectations to the initial teacher and professional

- candidates who are completing early field experiences, clinical student teaching, internships, and professional practicums;
- d. The TXWES EPP will facilitate the completion of required District paperwork (background forms, application) and will supply District personnel with the required information for the placement of candidates completing early field experience, clinical student teaching, internship, and professional practicum;
 - e. The TXWES EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;
 - f. TXWES candidates will be captured under the District's media permission protocol.
 - g. The TXWES EPP, in recognition of the sensitivity of media practice, will:
 1. Center the TXWES candidate as the focal point of the video;
 - i. Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize the capture of EC-12 student faces, though some incidental exposure is likely;
 - ii. Direct the clinical student teacher to determine with District administrators the identity of any students that have circumstances forbidding recording—and in such cases, the student on camera will be positioned in a way that will not capture those student/s in the recording; and
 - iii. Students in the video must have a photo/image release form signed by their parents/guardians.
 2. Handle and store video;
 - i. Restrict only authorized individuals to access videos (e.g., clinical student teachers/interns, professional practicum candidates, cooperating teachers, university supervisors, District administration, and TXWES EPP administration).
 3. Prepare all TXWES candidates to utilize appropriate video recording equipment for any recording associated with TXWES EPP course assignments or performance assessments;
 4. Train TXWES candidates to upload to the secure, FERPA-compliant website, all videos associated with course assignments or performance assessments within twenty-four (4) hours of capture;
 5. The TXWES EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TXWES server, with strict access controls remaining in place;
 6. Use of the video will only be:
 - i. for instructional purposes;
 - ii. self-observation; and
 - iii. self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies of clinical student teachers.
 7. Video capture of the clinical student teacher will not be published without: (1) written consent from the District; and (2) valid consents as required by FERPA and/or any other applicable privacy law, regulation, or policy.
 - h. In no case will images of District students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features). TXWES

EPP understands that Personally Identifiable Information (“PII”) that is received in the scope of this Agreement is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by TXWES EPP needs to be converted to De-identified Information. TXWES EPP shall not re-disclose PII in any way that causes a breach of confidentiality. TXWES EPP will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

- i. TXWES EPP will receive student information, if any, from the District in compliance with the requirements and exceptions outlined in FERPA. TXWES EPP further acknowledges and agrees that it will comply with said law and safeguard student information. TXWES EPP may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, TXWES EPP must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

5. District Responsibilities:

- a. Collaborate with the TXWES EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
 1. Cooperating and Mentor Teachers will be identified by campus administration in collaboration with District administration and the TXWES EPP.
 2. The Cooperating/Mentor Teacher and/or Site Supervisor must agree to:
 - i. serve as a model and mentor for candidates completing the early field experience, clinical student teacher, or professional practicum candidate experience and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
 - ii. work collaboratively with the university field supervisor and clinical student teacher/intern or professional practicum candidate to create and implement active and engaging lessons and activities;
 - iii. provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, or professional practicum regularly as a means to advance the growth of the candidate;
 - iv. adhere to the requirements for the cooperating teacher/mentor as listed in the TXWES Clinical Student Teaching Cooperating Teacher, Intern, or Practicum Handbook [inclusive of required formal and informal observations, verification of clinical clock hours, end-of-year performance assessment, TXWES EPP Exit Survey, and other assessments as needed];
- b. Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, or professional practicum are placed with highly qualified (minimum of 3 years of teaching experience), supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate;
- c. Work with the TXWES EPP to provide placement details for candidates in diverse schools;
- d. Work with the TXWES EPP to assign candidates to placements within a month of request;

- e. Collaborate with the TXWES EPP on placement decisions and work with EPP personnel to resolve any concerns or challenges with placements. If a concern arises and the District needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, District personnel will work with the TXWES EPP to arrange another placement if possible;
- f. The District will inform parents/guardians of the use of video capture technology in District classrooms and explain the measures taken to specifically avoid video capturing their students.

6. Terms of Agreement and Termination:

- a. This Agreement will commence as of the later date that both Parties have signed the Agreement below and shall terminate on July 30, 2028. This Agreement may be extended for additional one (1) year terms upon written mutual agreement executed by authorized representatives of both Parties.
- b. This Agreement may be terminated at any time upon giving thirty (30) days' written notice to the other Party. All EPP candidates currently participating in the experience at the District at the time of notice of termination shall be given the opportunity to complete their early field experience, clinical student teaching, internship, or professional practicum at the District, with such completion not to exceed six (6) months.

7. Notices:

The following individuals are the contact points for each Party under this Agreement. These individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification, amendment, extension or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: 
Title: 
Address: 
Email: 

For TXWES:

Name: Dr. Carlos Martinez
Title: Dean, School of Education
Address: 1201 Wesleyan Street, Ft. Worth, TX 76105
Email: cmartinez@txwes.edu

8. Miscellaneous Terms:

- a. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.


- b. Neither the District nor TXWES shall use the other Party's name, trademark, or other logos, or the names of any individuals in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- c. No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- d. This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.
- e. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- f. The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- g. If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- h. Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- i. By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- j. This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- k. No Party shall have the right to commit the other Party to any contractual, legal, or financial liability unless said Party has received the prior agreement from the other Party in writing.
- l. The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between TXWES and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- m. The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

- n. Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- o. Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
- p. The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- q. This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

9. Signatures:

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and TXWES signify that each Party understands and will comply with the conditions stated above.

For TXWES:



4/5/2023

TXWES Representative

Date

For Fort Worth ISD:



District Representative

Date

Dr. Angélica Ramsey, Superintendent

Date

Tobi Jackson, Board President

Date

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING ADDENDUM
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
REGION 11 GOTEACH 11**

BACKGROUND:

This Memorandum of Understanding (MOU) Addendum updates the Fort Worth ISD Superintendent information and extends the MOU effective date until August 31, 2024. No other terms or conditions of the original MOU are negated or changed as a result of this Addendum. The original MOU between GoTeach 11 and Fort Worth ISD was approved on January 25, 2022. The extension of this MOU will allow more time for current District employees to finish the alternative certification program and encourage more employees to participate in this program. The addendum of the MOU will commence May 23, 2023, and end August 31, 2024.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Memorandum of Understanding Addendum Between Fort Worth Independent School District and Region 11 GoTeach 11
2. Decline to Approve Memorandum of Understanding Addendum Between Fort Worth Independent School District and Region 11 GoTeach 11
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Addendum Between Fort Worth Independent School District and Region 11 GoTeach 11

FUNDING SOURCE: Additional Details:

No Cost Not Applicable

COST:

No Cost

VENDOR:

Education Service Center Region 11

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

The Talent Management Division’s Teacher Residents and Pipeline Department will place clinical teachers and observers from the Region 11, GoTeach 11 program, at various campuses across the District.

RATIONALE:

Approval will allow the District and Region 11 to engage in a collaborative relationship to support a high-quality educator preparation program. This addendum will extend the time to create a teacher pipeline of future high-quality educators through this program.

INFORMATION SOURCE:

Raúl Peña

FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN EDUCATION SERVICE CENTER REGION 11 AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT

This First Addendum to the Memorandum of Understanding Between Education Service Center Region 11 and the Fort Worth Independent School District (“Addendum”) is made a part of the Memorandum of Understanding Between Education Service Center Region 11 and the Fort Worth Independent School District (“MOU”) dated March 9, 2022, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized (“District”), and Education Service Center Region 11 (“ESC Region 11”), acting by and through its duly authorized representative. The District and ESC Region 11 will be collectively referred to as the “Parties.”

WHEREAS, Section V of the MOU states: “This Agreement may be renewed for up to four (4), one (1) year terms, upon mutual written agreement of the Parties.”

BE IT KNOWN that the undersigned Parties, for good consideration, and as allowed by the MOU, agree to renew the MOU for an additional one (1) year term. Section V of the MOU is therefore amended to read, as follows:

“V. TERM

This Agreement is effective upon execution by both Parties (the “Effective Date”) and expires on August 31, 2024. This Agreement may be renewed for up to three (3), one (1) year terms, upon mutual written agreement of the Parties.”

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


FOR DISTRICT:

Signed: _____
Name: _____
Title: _____
Date: _____


SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____
Dr. Angélica Ramsey
Superintendent of Schools
Date: _____

FOR ESC Region 11:

Signed: 
Clyde Steelman (Apr 12, 2023 13:44 CDT)
Name: Clyde W. Steelman, Jr.
Title: Executive Director
Date: 04/12/2023

APPROVED AS TO FORM:

Signed: 
Date: 05/05/2023

ESC Region 11 Contact: Kayce Hale email: khale@esc11.net

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE LETTER OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARLETON STATE UNIVERSITY’S MASTER OF SCIENCE ATHLETIC TRAINING PROGRAM

BACKGROUND:

This Letter of Agreement explains the collaboration between the Fort Worth Independent School District and Tarleton State University’s Master of Science Athletic Training Program. The Agreement outlines the program for the District to host and support a clinical setting for Athletic Training students by providing students in the program with experience in clinical care with District Athletic Trainers as mentors to support educational activities through observation and supervised training. This Letter of Agreement will commence May 23, 2023, and end April 10, 2026.

STRATEGIC GOAL:

4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Letter of Agreement Between Fort Worth Independent School District and Tarleton State University Master of Science Athletic Training Program
2. Decline to Approve Letter of Agreement Between Fort Worth Independent School District and Tarleton State University Master of Science Athletic Training Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Letter of Agreement Between Fort Worth Independent School District and Tarleton State University Master of Science Athletic Training Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Tarleton State University

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

The Talent Management Division’s Teacher Residents and Pipeline Department will work with the Athletics Department and Tarleton State University to place student athletic trainers from Tarleton State University with various athletic trainers at campuses across the District.

RATIONALE:

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality clinical experience for the athletic training program. This Letter of Agreement will also create a pipeline of future high-quality athletic trainers.

INFORMATION SOURCE:

Raúl Peña

CLINICAL LEARNING EXPERIENCES AGREEMENT

This Clinical Learning Experiences Agreement (“Agreement”) is by and between **Tarleton State University** (hereinafter referred to as (“**TARLETON**”)), a member of The Texas A&M University System (“**A&M System**”) and an agency of the state of Texas, with principal offices located in Stephenville, Texas and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas (“**FACILITY**” “**Facility**” or “**District**”). **TARLETON** and **FACILITY**, each a “party” or “Party” and collectively the “parties” or “Parties”.

WHEREAS, **TARLETON**, through its School of Kinesiology operates comprehensive professional education programs for the study of Master of Science Athletic Training (“**Program**”), which a critical component of the Program is providing Master of Science Athletic Training students (each a “**Student**” and collectively the “**Students**”) with an opportunity to directly apply knowledge and skills gained in the (“**Program**”) offers a course of study for its Students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

WHEREAS, **TARLETON** and **FACILITY** share a mutual interest in providing Students in the Program with experience in clinical care and agree to cooperate in the conduct of educational activities through observation and supervised training of Students.

NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

I. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which **FACILITY** will provide **TARLETON** faculty, staff, and Student access to all its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which **TARLETON** will access District’s facilities so that the well-being of the clinical site and all individuals involved will not be jeopardized. Foremost, this affiliation encompasses one or more educational programs in which **FACILITY** or any of its affiliated entities is involved.

II. TERM OF AGREEMENT

- A. This Agreement shall commence on April 10, 2023 (“**Effective Date**”) and continue through April 10, 2026 (the “**Term**”) unless earlier terminated as provided herein.
- B. This Agreement may be terminated without cause by either Party upon 60 days’ written notice to the other Party, provided that all students currently enrolled in the program at the time of notice of termination shall be given the opportunity to complete their clinical learning experiences at **FACILITY**, such completion not to exceed 6 months.”

III. SCOPE OF THE CLINICAL LEARNING EXPERIENCE

- A. **FACILITY** hereby agrees to provide its facilities to **TARLETON** and **TARLETON** agrees to the usage of such facilities solely for, and according to, the terms and conditions described herein. The faculty and Students in the Program may utilize District facilities for educational activities associated with the clinical learning experience through observation and supervised training. **TARLETON** or **FACILITY** will not incur any financial obligation to each other as a result of this Agreement. The parties acknowledge ultimate responsibility for all client care remains with **FACILITY** and Students will not provide services apart from their educational value.

IV. TARLETON RESPONSIBILITIES

TARLETON agrees to:

- A. Select Students to participate in the clinical learning experience, selecting only those Students with a satisfactory record in the Program and who have met TARLETON requirements;
- B. The decision to exclude or remove Students from the clinical learning experience will be the sole decision of TARLETON and will be adhered to by FACILITY although the District may exclude a Student or Students from the Facility upon written notice to TARLETON;
- C. Provide FACILITY with copies of the course outline and course objectives, evaluation criteria as requested, and a tentative list of course instructors and their qualifications before the beginning of each clinical learning experience rotation;
- D. Maintain full responsibility and control for planning and execution of the Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved for TARLETON functions, such as granting degrees and advising Students;
- E. Make representatives of TARLETON available to FACILITY for assistance and consultation as the need arises, and when possible;
- F. Appoint in writing one or more representatives of TARLETON to communicate with the clinical learning experience representative during the course of planning for Student placement at FACILITY;
- G. Provide clinical learning experience instructors and/or preceptors in person or by mobile phone during times that Students are at FACILITY;
- H. Advise Students of their responsibilities regarding participation in the clinical learning experience, including the responsibility to exhibit professional conduct and to follow all rules and standards set by TARLETON and FACILITY;
- I. Ensure Students attend clinical learning experience orientation, if required by FACILITY;
- J. Provide FACILITY with written clinical learning experience objectives for each level of Student assigned to FACILITY; and
- K. Prepare clinical learning experience rotation schedules; ensure that FACILITY receives the Student schedule before their assignment.

V. FACILITY RESPONSIBILITIES

- A. Provide an on-site clinical learning experience that is pertinent and meaningful for Students;
- B. Designate and inform TARLETON of a liaison to schedule hours for Students participating in the clinical learning experience;
- C. Accept from TARLETON a number of Students appropriate to staff, space, and operations of FACILITY, as determined solely by Facility;
- D. Allow authorized representatives of TARLETON to participate in the clinical learning experience planning;

- E. Make representatives of FACILITY available to TARLETON for assistance and consultation as the need arises, and when possible;
- F. Encourage and allow Students to gain properly supervised clinical learning experience appropriate to each Student's level of knowledge and training;
- G. Based on the availability of facilities, allow Student access to departments appropriate to each Student's level of knowledge and training;
- H. In the event a student is exposed to an infectious or environmental hazard or other occupational injuries (i.e., needle stick) while at FACILITY, FACILITY will refer such Student to the nearest emergency facility. Any costs associated with any such treatment will be the responsibility of Student.
- I. [Reserved]
- J. Make necessary determinations to exclude Students from individual patient care. TARLETON and Students will adhere to this decision.
- K. Upon making a necessary decision to deny a Student access to the FACILITY, send a written notice to TARLETON. TARLETON and Students will adhere to this decision upon receipt of said notice.
- L. Provide adequate space for Student-faculty conferences.
- M. Provide training to Students regarding the confidentiality requirements of FACILITY.

VI. TARLETON AND FACILITY MUTUAL RESPONSIBILITIES

TARLETON and FACILITY agree to:

- A. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Parties will not discriminate, sexually harass, or retaliate against any faculty, student, or employee because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. TARLETON takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and FACILITY takes responsibility for training its employees on its nondiscrimination policies and grievance procedures. Should either Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. TARLETON takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and FACILITY takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.
- B. Determination of the number of students to be assigned to the clinical learning experience shall be a joint decision based on staff and space available at FACILITY and eligible students enrolled in the Program who desire to be educated at FACILITY.

- C. This Agreement does not prevent FACILITY from participating in any other program. Nor does this Agreement prevent TARLETON from placing Students at other practicum placements.
- D. There will be ongoing, open communication between TARLETON and FACILITY to promote an understanding of the expectations and roles of both institutions in providing the clinical learning experience for Students. TARLETON and FACILITY representatives will meet as needed at the convenience of both parties to coordinate and improve the clinical learning experience.
- E. Either TARLETON or FACILITY may remove a Student from participating in the clinical learning experience if, in the opinion of either party, the Student is not making satisfactory progress. Any Student who does not satisfactorily complete the clinical learning experience or any portion of thereof may repeat the clinical learning experience with FACILITY only with the written approval of both TARLETON and FACILITY.
- F. At no time shall TARLETON Students be considered representatives, employees, or agents of TARLETON or FACILITY. TARLETON students are not eligible to receive payment for services rendered, replace or substitute for a TARLETON or FACILITY employee, or possess the authority to enter into any form of agreement, binding or otherwise, on behalf of TARLETON or FACILITY.
- G. TARLETON and FACILITY each acknowledge that neither party assumes liability for actions taken by Students during the time that they participate in the clinical learning experience with FACILITY.
- H. TARLETON and FACILITY agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the clinical learning experiences under this Agreement.
- I. The Parties acknowledge and agree that this Agreement does not require, and shall not be construed to require (directly or indirectly, explicitly or implicitly), any Party to use FACILITY, or the admission or referral of any patients to FACILITY or any other facility or service related to FACILITY.

VII. INSURANCE

FACILITY acknowledges that, because TARLETON is an agency of the state of Texas, liability for the tortious conduct of employees of TARLETON or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of TARLETON is provided by The Texas A&M University System as mandated by the provisions of Chapter 502, Texas Labor Code. TARLETON shall have the right, at its option, to (a) obtain liability insurance protecting TARLETON and its employees and property insurance protecting TARLETON 's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TARLETON as a result of its operations under the Agreement.

VIII. INDEMNIFICATION AND HOLD HARMLESS

- A. To the extent permitted by the laws and Constitution of the State of Texas, TARLETON agrees to indemnify and hold harmless FACILITY, their trustees, officers, employees, and agents from and against any and all claims, costs, actions, causes or action, losses or expenses resulting from or caused by the actions of TARLETON, or its employees (including Students and faculty members) pertaining to the activities and obligations under this Agreement.

- B. To the extent permitted by the laws and Constitution of the State of Texas and without waiver of any immunity or defense, FACILITY agrees to indemnify and hold harmless TARLETON, its trustees, regents, officers, employees and agents from and against any and all claims, costs, actions, causes of action, losses or expenses resulting from or caused by the actions of FACILITY, its agents or employees pertaining to the activities and obligations under this Agreement.

IX. FERPA

For purposes of the Family Educational Rights and Privacy Act (“FERPA”), TARLETON hereby designates FACILITY as a school official with a legitimate educational interest in any education records (as defined in FERPA) that FACILITY is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. FACILITY shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or TARLETON in writing. FACILITY is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors, or agents who have a need to access the education records for such purpose. FACILITY shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on FACILITY in this Section, including without limitation, the prohibition on redisclosure. FACILITY shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.”

X. HIPAA

[Reserved]

XI. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TARLETON and FACILITY to attempt to resolve any claim for breach of contract made by FACILITY that cannot be resolved in the ordinary course of business.

XII. MISCELLANEOUS PROVISIONS

- A. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
- B. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- C. Severability: If any of the provisions of this Agreement in the application thereof to any person or circumstance is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- D. [Reserved]
- E. Force Majeure Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist

acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- F. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to clinical learning experiences and supersedes all other written and oral agreements between the Parties with respect to the clinical learning experiences. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
- G. Governing Law and Venue. This Agreement is to be construed in accordance with, and governed by, the laws of the State of Texas.
- H. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between TARLETON and FACILITY or the clinical learning experience students.
- I. Headings. Headings appear solely for the convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.
- J. Provisions. If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- K. Non-Waiver: FACILITY expressly acknowledges that TARLETON is an agency of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by TARLETON of its right to claim such exemptions, privileges, and immunities as may be provided by law. TARLETON expressly acknowledges that District is a political subdivision of the State of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by District of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- L. Public Information Act:
 - a. FACILITY acknowledges that TARLETON is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TARLETON's written request, FACILITY will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TARLETON to TARLETON in a non-proprietary format acceptable to TARLETON that is accessible by the public. FACILITY acknowledges that TARLETON may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and FACILITY agrees that this Agreement can be terminated if FACILITY knowingly or intentionally fails to comply with a requirement of that subchapter.
 - b. TARLETON acknowledges that District is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for

public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon District's written request, TARLETON will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of District to District in a non-proprietary format acceptable to District that is accessible by the public. TARLETON acknowledges that District may be required to post a copy of the fully executed Agreement on its Internet website. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and TARLETON agrees that this Agreement can be terminated if District knowingly or intentionally fails to comply with a requirement of that subchapter.

- M. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
- N. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TARLETON
Tarleton State University
Contract Administration
Box T-0120
Stephenville, Texas 76402
contracts@tarleton.edu

FORT WORTH ISD:
Fort Worth ISD
100 N. University Drive, Suite NW 130
Fort Worth, Texas 76107
Attn: Dr. Angelica Ramsey
Superintendent
angelica.ramsey@fwisd.org



[Signature Page Follows]

[Should start on the next page. Consider adding additional signature lines for the District to include a signature block for the Superintendent and Board President.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

FORT WORTH ISD:

Name:

Title:

Date:

TARLETON STATE UNIVERSITY:

Name:

Title:

Date:

99

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: **APPROVE AGREEMENT WITH TEACH FOR AMERICA FOR THE
SUMMER SCHOOL PROGRAM****

BACKGROUND:

Opportunity is available for additional teachers to be placed in our middle school campuses as part of a specialized program. The entity, seeking to partner with Fort Worth ISD, will be assigning teachers to Fort Worth ISD classrooms for additional school support. Delivery of instruction will be from mentee teachers who will work under the supervision of a Fort Worth ISD teacher between June 12, 2023, to June 29, 2023 as part of the Fort Worth ISD Summer School Program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Agreement with Teach for America for the Summer School Program
2. Decline to Approve Agreement with Teach for America for the Summer School Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Agreement with Teach for America for the Summer School Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Teach for America

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

William James Middle School
Meadowbrook Middle School

RATIONALE:

The partnership with the entity will allow for Fort Worth ISD middle school classrooms to have additional instructional support and will allow for students to have a personalized experience in the summer school program by having more teachers in a classroom.

INFORMATION SOURCE:

Jerry Moore

SUMMER SCHOOL AGREEMENT
BETWEEN
TEACH FOR AMERICA, INC AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Agreement, effective as of June 1, 2023 (“Effective Date”), is made by and between the Fort Worth Independent School District (“FWISD”), a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, with its headquarters located at 100 N. University Drive, Fort Worth, TX, 76107, (“**School Partner**”), and **Teach for America, Inc., a non-profit corporation organized under the laws of the State of Connecticut (“TFA”)** with offices at 25 Broadway, 12th Floor, New York, New York 10004 (individually each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the School Partner offers an annual summer school education program that is available to its students;

WHEREAS, TFA is the national teacher corps of talented, dedicated individuals from all academic majors and cultural backgrounds who commit two (2) years to teach in urban and rural public schools. TFA trains and assists in the placement of teacher candidates from all academic majors and cultural backgrounds (“Corps Members”) in urban and rural school systems across America;

WHEREAS, TFA conducts an annual summer training program for new Corps Members (the “Pre-Service Training”), where Corps Members are trained in pedagogy and teaching strategies and will have the opportunity to teach in actual classroom settings; and

WHEREAS, the School Partner and TFA recognize the mutual benefits of providing a tuition-free summer school program that enables School Partner students and Corps Members to participate in an innovative summer program of instruction (“Instruction Program”).

NOW THEREFORE, School Partner and TFA agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

SECTION 1 – THE PRE-SERVICE TRAINING PROGRAM

1.1 Instruction Program. The Instruction Program shall adhere to the mutually agreed upon and created School Partner/TFA – Student Achievement Plan for each grade and/or content area, based on and fully aligned with state academic and School Partner standards and curriculum, which Corps Members will deliver to each student in the Instruction Program after consideration of each student’s needs and constraints. The School Partner will provide final approval over all student curricula.

1.2 Duration of the Pre-Service Training and Instruction Program. The Pre-Service Training will commence on June 12, 2023, and conclude on June 29, 2023, and run daily Monday through

Thursday, excepting national holidays. Instruction Program hours will begin at 7:30 a.m. and conclude at 4:30 p.m. at the following schools:

MEADOWBROOK MIDDLE SCHOOL
WILLIAM JAMES MIDDLE SCHOOL

SECTION 2 – SCHOOL DISTRICT’S PARTNERSHIP OBLIGATIONS

1.3 Facilities. The School Partner agrees to identify and to allow TFA’s use of a minimum of ONE (1) school (“Designated School”) for the duration of the Pre-Service Training. The School Partner agrees to make between 25-30 instructional classrooms available at the Designated Schools and ensure that the Designated Schools has a minimum of 1-2 additional vacant classrooms available daily during the Pre-Service Training. The Designated School will have sufficient parking for School Partner and TFA staff from 7 a.m. to 4 p.m. daily. The Designated School will also give access to internet services to facilitate student instruction and should have central cooling/heating.

1.4 Student Participation, Recruitment, & Enrollment. The School Partner shall permit students enrolled in the School Partner’s summer school program at the Designated School to participate in the Instruction Program. The School Partner understands that during the Instruction Program, students will receive primary instruction from Corps Members with the supervision of a TFA coach working in partnership with the School Partner Teacher of Record (defined below). The School Partner shall use its best efforts to enroll students in the Instruction Program and maintain enrollment of ten (10) students per classroom at the Designated School. The School Partner shall notify TFA, in the event that the School Partner has not tentatively confirmed enrollment of at least 250 students at the Designated School by June 5, 2023. In such an event, the Parties will meet to discuss the implications and possible courses of action to increase enrollment. The School Partner acknowledges that TFA may not be able to operate the Pre-Service Training with fewer than 100 students enrolled at the Designated School. The School Partner will provide regular updates to TFA regarding enrollment beginning June 5, 2023, and will provide final enrollment numbers on June 8, 2023.

1.5 Administrative Duties.

- a. Student Records. Subject to applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and the Individuals with Disabilities Education Act (“IDEA”), TFA coaching staff members shall be deemed “School Partner Officials” and the School Partner shall make available to TFA coaching staff members such confidential student records as shall be reasonably necessary to tailor instructional strategies to meet the educational needs of each student participating in the Instruction Program. These records may include, but are not necessarily limited to, all testing data, individual student reports (if applicable), Section 504 plans, and IEPs for students with special needs. Moreover, School Partner hereby agrees that as a teacher training/professional development organization under contract with the School Partner, TFA has a legitimate educational interest in acquiring student data, especially assessment data collected over the course of the summer. For the avoidance of doubt, TFA will be held to the standard of confidentiality set forth in the applicable laws named above. Any data provided by School Partner to TFA will be governed by the Data Sharing Agreement between the Parties.

- b. Student Handbook. Any applicable policies, procedures, and regulations of School Partner, including the Parent/Student Handbook on Rights, Responsibilities, and Discipline, shall remain applicable throughout the Pre-Service Training.
- c. TFA Materials. The School Partner shall take reasonable precautions against the unauthorized use of TFA instructional or other materials by any School Partner personnel who receive such materials directly as a result of the partnership between the School Partner and TFA. Specifically, School Partner shall cooperate with and support TFA's efforts to prevent the unauthorized use of items contained in the teacher instructional materials as many of these materials contain trademarked or copyrighted materials that TFA has licensed from third parties.
- d. Transportation. The School Partner shall provide transportation for students attending the Instruction Program, where applicable. The times for pick-up and delivery, as well as all bus routes, shall be determined solely by the School Partner.
- e. Health and Safety. The School Partner shall comply with all applicable health and safety requirements.

1.6 Financial Obligations.

- a. Salaries. For all School Partner personnel participating directly in the Pre-Service Training, School Partner assumes responsibility for paying the salaries including compensation for time spent on all Pre-Service Training activities with TFA during and in advance of June 12, 2023. The School Partner shall also assume responsibility for paying the salaries of all other district personnel assigned at each Designated School whose services are required to operate the Designated Schools during the Pre-Service Training.
- b. Mentor Teacher Stipend. For all School Partner personnel participating directly in the Pre-Service Training as Mentor Teachers ("Teacher of Record"), TFA will assume responsibility for paying a Mentor Teacher Stipend. Information on the amount of this stipend will be communicated during Mentor Teacher Training. Stipend amounts will be between \$250 dollars and will be paid out to teachers after completion of the summer school program on the last day of summer school via gift card. Mentor Teachers will be required to attend Mentor Teacher Training, observe, give feedback, and sign off on Field Based Experience Hours for Corps Members. Failure to do so will null and void the stipend requirement.
- c. Operational Costs. School Partner assumes responsibility for any and all operational costs associated with the Online Platform and buildings of the Designated Schools being open during the Pre-Service Training. Such costs include, but are not limited to, student instructional supplies, utilities, student food services including breakfast and lunch daily, maintenance supplies, general administrative costs such as the use of copy machines and supplies. Except as expressly set forth herein, TFA shall not be liable for any charges pertaining to the operation of the Instruction Program.

- d. Student Transportation. School Partner assumes responsibility for any and all costs associated with transporting all enrolled students to and from the Designated Schools for the entirety of Pre-Service Training.

SUMMER SCHOOL STRUCTURE

1.7 Staffing and Training. The School Partner shall:

- a. School Partner Liaison. Assign one (1) qualified individual to serve as the School Partner liaison (“School Partner Liaison”) for this Agreement. The School Partner Liaison, among other responsibilities mutually agreed upon by the Parties, shall cooperate in a reasonable manner and implement the Pre-Service Training, school district policies, meet student enrollment goals, support classroom instruction, and ensure students are meeting desired academic outcomes. The School Partner Liaison will work in partnership with TFA to identify and select School Partner Summer School Principals in advance.
- b. School Partner Summer School Principal “Summer School Principal”. The School Partner will recruit and select TWO (2) total, one (1) per school site, qualified administrators to serve as Summer School Principals. The Summer School Principals, shall cooperate to a reasonable extent with TFA staff onsite to implement the School Partner Student Code of Conduct and in the event of a matter beyond the scope of such code of conduct, Summer School Principals are authorized to cooperate in a reasonable manner, subject to applicable law and School Partner policies, regulations, and/or procedures, and legally binding contractual obligations, to collaborate with the TFA school leadership team to arrive at mutually acceptable solutions. Summer School Principals will be required to attend a number of meetings with the TFA school leadership team to ensure planning for the summer is complete. In addition, Summer School Principals will be required to participate in the selection of Teachers of Record and to attend the training designated for Teachers of Record, as set forth in Section 1.8c below.
- c. School Partner Teachers of Record “Teachers of Record”. The School Partner will recruit and select a minimum of [7] (one for every classroom) qualified School Partner teaching staff to serve as mentors (“Teachers of Record”) during the Pre-Service Training. Teachers of Record may currently teach at a Designated School or another school within the School Partner. Teachers of Record will lead the Instruction Program from June 12, 2023, through June 29, 2023, as Corps Members observe and prepare. Thereafter, Teachers of Record will work in partnership and collaboration with TFA coaching staff to model strong teaching; facilitate a co-teaching experience, observe Corps Members lead-teaching; deliver feedback on lesson plans and Corps Members’ teaching; provide coaching on relationship building, connecting with community and classroom management; guide Corps Members in the implementation of School Partner’s policies and curriculum; and assist with required student documentation. Each Teacher of Record will also serve as the designated classroom emergency management resource person for each classroom and will implement any and all School Partner student and non-student emergency policies and procedures. Teachers of Record will be required to attend

training conducted by TFA in May or early June at a time and location to be designated by the School Partner.

- d. Support Staff. The School Partner shall recruit, select, and compensate appropriate support personnel to assume responsibility for answering phones, handling school mail, maintenance and cleaning of buildings, providing food service to students, staffing libraries, serving as District liaison to the vendor selected to manage the Online Platform, if necessary, and other necessary administrative functions during the Pre-Service Training and in accordance with approved School Partner budgets in effect during the term of this Agreement.
- e. Recruiting. The School Partner will recruit and select qualified Summer School Principals and Teachers of Record. TFA will support the process, including supplying the School Partner with information packets for any School Partner administrators or faculty interested in serving as Summer School Principals or Teachers of Record, as well as providing other materials for the purpose of recruiting qualified Summer School Principals and Teachers of Record.

1.8 Resources. The School Partner shall provide the following:

- a. Curricular Resources. Provide free of charge any curricular resources available at the Designated School and one copy of all approved and/or required assessments if any exist or are desired.
- b. Media Facilities. Allow TFA staff and Corps Members reasonable use of library and library resources, audio-visual equipment, temporary office space, and a large meeting area at each Designated School throughout the Pre-Service Training.
- c. Computer Facilities. Allow TFA staff to make reasonable use of a limited number of existing computer facilities with Internet access and printer capabilities throughout the Pre-Service Training. When utilizing School Partner property and networks, TFA staff shall comply with the School Partner's Acceptable Use Policy - <https://www.fwisd.org/site/handlers/filedownload.ashx?moduleinstanceid=70482&dатаid=93845&FileName=it-General-Security-User-Acceptable-Use-Policy%20Final.pdf> and all applicable School Partner policies located at: <https://pol.tasb.org/PolicyOnline?key=1101>.
- d. Photocopying. Provide reasonable photocopying privileges to TFA staff for administrative purposes. The total number of copies collectively allowed to TFA and the School Partner for the purpose of the Pre-Service Training shall not exceed [1,500] at the Designated School.
- e. Supplies. Allow TFA staff and Corps Members at the Designated School reasonable use of any supplies and instructional materials that are available at such Designated School.
- f. Wireless internet access. Provide free-of-charge wireless internet access at all Designated Schools. TFA staff shall comply with the School Partner's

Administrative Policy when utilizing School Partner property and networks, as indicated in the Acceptable Use Policy and all other applicable Board Policies.

SECTION 3 – TFA’S PARTNERSHIP OBLIGATIONS

2.1 Instruction Program. In partnership with the School Partner, TFA shall conduct the Instruction Program according to a schedule mutually determined and agreeable to the Parties and consistent with School Partner policies and regulations.

2.2 Curricular Goals. TFA, in collaboration with the School Partner staff at each Designated School, shall ensure that Corps Members determine rigorous grade level and content area curricular goals for their students in full compliance with School Partner standards. Corps Members will design lesson plans consistent with School Partner instructional methods and curriculum requirements that will meet goals, constantly evaluate their students’ progress, and adjust their instructional practice as necessary. Corps Members will regularly communicate with parents about student progress (with approval from the School Partner), and provide opportunities for parents to support their children’s work with the guidance of School Partner personnel. Corps Members shall also keep a parent communication log that will be submitted to the School Partner at the conclusion of the Instruction Program.

2.3 Staffing. TFA shall provide the necessary staff at each Designated School to facilitate classroom instruction, administrative assistance, and Corps Member training. TFA shall be solely responsible for recruiting, selecting, training and compensating said staff, which will include the following positions:

Position

Duties

TFA Sr. Managing Director,

Working in partnership with the School Partner, TFA Senior Staff, and FWISD Partner Principals, provides overall operational and instructional leadership for the Designated School; and serves as the school campus point person for TFA

TFA School Operations Manager

Provides general administrative support to school-based TFA staff.

TFA Corps Member Advisors

Advise Corps Members on instruction strategies, observe Corps Member classroom performances, and conduct training sessions on instruction strategies.

TFA Instructional Specialists

Conduct training sessions for Corps Members.

2.4 Recruiting. TFA shall recruit approximately 20-30 Corps Members, who will work in teams of four and collectively be responsible for delivering instruction for one class of 10-20 students. Up to 16 Corps Members will be placed at the Designated School.

2.5 Training.

- a. School Partner Staff in Designated Schools: TFA shall provide training for School Partner Summer School Principals and Teachers of Record to familiarize them with the TFA training model, materials, and approach to instruction. Training sessions will include training on the vision of instruction, observation best practices and protocol, Corps Member evaluation rubric, and other topics related to TFA local curriculum for training new corps members. In addition, TFA will facilitate opportunities for meetings between designated TFA staff and School Partner staff persons who will be directly involved with the Pre-Service Training.
- b. Other School Partner Staff: As part of an effort to partner with School Partner to increase instructional capacity, TFA shall provide access to training and other resources for School Partner Staff not directly employed in Designated Schools through mutually agreeable training opportunities up to and including the opportunity for School Partner staff to shadow TFA staff in performing their roles. School Partner shall partner with TFA to ensure that said training and shadow programming does not breach the obligations to protect TFA intellectual property.

2.6 Resources. TFA shall provide the following:

- a. Instruction Materials. Supply Corps Members with instruction materials to use with their students that incorporate and are aligned with School Partner standards for each grade level and content area (“Toolkits”). Toolkits will include, but are not limited to sample Student Achievement Plan, sample lesson plan templates, sample assessments, and the like. On the days established by TFA staff onsite for the administration of tests, Corps Members will administer all pre and post tests, and other weekly end-of-unit assessments to those students required to take such tests for grade-level reasons.

2.7 Administrative.

- a. Policies and Procedures. TFA shall comply with all established School Partner policies and procedures, in effect as of the date of this Agreement, and will ensure that all TFA staff and Corps Members are aware of these policies. School Partner policies are located at: <https://pol.tasb.org/PolicyOnline?key=1101>.
- b. Assessment of Students. TFA shall provide appropriate assessment of enrolled students, including initial, daily, and end-of-summer assessment data and/or student work portfolios. Corps Members shall also submit grades in compliance with School Partner’s grading policies throughout the entire Instruction Program, with guidance from Teachers of Record and, where appropriate, Summer School Principals.
- c. Attendance Records. The Parties shall jointly supply attendance records to the designated Site Administrator during the entire Instruction Program.
- d. Criminal Background Checks. Corps Members must complete a criminal background check in compliance with state law and School Partner policies prior to being on School Partner’s premises or in contact with students. All Corps Members will complete the required Texas Education Agency Background/FBI Checks and will have fingerprinting completed prior to the start of Pre-Service Training.

TFA staff participating in the Summer Program, who will be in direct contact with students, when School Partner employees are not present, will also complete a criminal background check in compliance with state law and School Partner policies. For the avoidance of doubt, only TFA staff who will be alone in the presence of students will be background checked.

- i. Any required background checks for TFA staff or Corps Members will be conducted prior to the Summer Program and the results reviewed by the School Partner.
 - ii. TFA will finance and pay for such criminal background checks required for its staff and ensure the results are submitted to School Partner’s summer school administrator.
 - iii. Such records will be reviewed, and school Partner will notify TFA of any individual(s) who, based on School Partner’s standards, are unfit and should not have contact with School Partner’s students.
 - iv. All determinations made by School Partner as to the fitness of any individual are made in the School Partner’s sole discretion.
- e. School Partner Materials. TFA shall take reasonable precautions against the unauthorized use of School Partner curriculum material or other materials by any TFA Corps Members or staff who receive such materials directly as a result of the partnership between the School Partner and TFA. TFA WILL INDEMNIFY, DEFEND AND HOLD SCHOOL PARTNER HARMLESS FROM ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS CLAIMS, OR OTHER SIMILAR ACTIONS, AGAINST SCHOOL PARTNER AS A RESULT UNAUTHORIZED USE OF MATERIALS BY CORPS MEMBERS OR TFA STAFF.

SECTION 4 – OTHER TERMS AND CONDITIONS

3.1 Term and Termination. The term of this Agreement commences on June 1, 2023 upon the date of execution by both Parties through July 6, 2023. Either Party may terminate this Agreement at any time upon thirty (30) days' written notice to the other Party. Either Party may terminate this Agreement upon five (5) days' written notice upon the other Party’s breach of this Agreement.

3.2 Notices. Any notices to either Party shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to other address as that Party may designate by notice. Notice shall be effective one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

DISTRICT CONTACT

With a Copy to:

Name: Hilda Caballero
Title: Executive Director
Address: 1050 Bridgewood Dr. Suite 110.,
Fort Worth, TX, 76112

Office of Legal Services
Attn: General Counsel
100 N. University Dr.
Fort Worth, TX 76107

Email: Hilda.caballero@fwisd.org

TFA

With a Copy to:

Name: Cynthia Barajas
Title: Managing Director,
Placement and Partnerships
Address: 600 N Pearl St, Suite 2300
Dallas, TX 75237
Email: Cynthia.Barajas@teachforamerica.org

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org

3.3 No Agency or Joint Venture. The Parties understand and agree that TFA is an independent contractor and is operating the Pre-Service Training. Neither TFA, nor any of its employees, agents, or subcontractors, shall in any way or for any purpose whatsoever be deemed an employee or agent of the School Partner. The Parties do not intend to create, and nothing herein shall be construed as creating, a joint venture or partnership between the Parties. Subject to indemnification obligations set forth below, each Party assumes full responsibility for their supervision, daily direction and control, payment of salary, worker’s compensation, disability benefits, and like requirements and obligations.

3.4 Insurance. TFA will maintain, during the term of this Agreement, the following insurance with the minimum limits as set forth below:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$5,000,000 aggregate
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$5,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

The “Fort Worth Independent School District” shall be named as an additional insured with respect to general liability and umbrella liability insurance. School Partner shall be afforded a written notice of cancellation, non-renewal or material change in TFA’s insurance coverages for the duration of this Agreement.

3.5 Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by the Parties.

3.6 No Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party.

3.7 Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

3.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, it shall be stricken from this Agreement, and then such stricken provision shall be replaced, to the extent possible, with a legal,

enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

3.9 Governing. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas without regard to the conflict of laws provisions of such State.

3.10 Sovereign Immunity. Neither the execution of this Agreement by the School Partner nor any other conduct, action, or inaction of any School Partner representative related to the Agreement shall constitute a waiver of the School Partner's sovereign immunity.

3.11 Non-Discrimination. Each Party represents and warrants to the other Party that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with TFA's performance under the Agreement on account of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, genetic information, or any other basis prohibited by law. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, genetic information, or any other basis prohibited by law be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.

3.12 Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

3.13 Entire Agreement/Authority/Binding. This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

J.R. FWISD
By: Hilda Caballero

TFA
By: Cynthia Barajas

^{AA}
5/15/2023 Name: Hilda Caballero

Name: Cynthia Barajas

Address: 1050 Bridgewood Dr. Suite 110
Fort Worth, TX 76112

Address: 600 N Pearl St, Suite 2300
Dallas, TX 75201

TFA

Contract Owner Attestation:

This contract was reviewed/approved by
TFA Legal Affairs in this final form.

Date of approval: 5/4/2023

FWISD

By: _____

Name: Dr. Angelica Ramsey
Address: 100 N. University Dr.
Fort Worth, TX 76107

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REGARDING DELEGATION OF AUTHORITY RELATED TO STRUCK OFF PROPERTIES TO CITIES FOLLOWING A TAX FORECLOSURE SUIT, JUDGMENT, AND UNSUCCESSFUL DELINQUENT TAX SALE**

BACKGROUND:

The Superintendent routinely receives letters from the City of Fort Worth and other cities within the District’s boundaries requesting prompt action regarding tax foreclosure property. Following a tax-foreclosure suit, judgment, and unsuccessful bid at the tax sale, properties may be struck off to the cities, as Trustee for all the taxing entities participating in the lawsuit. Pursuant to Section 34.05 of the Texas Property Tax Code, the cities advertise the properties for sale in accordance with the procedures provided by Section 272.002 of the Local Government Code. The goal is to sell properties to return the properties to the tax roll and to their best use, and to bolster and catalyze new development and investment in the communities of our students.

Specifically, the cities seek the approval of each taxing unit, including the Fort Worth Independent School District, to sell the properties to a willing buyer. Such approval is required by Texas Property Tax Code Section 34.05(i), if the sales price is less than the total amount of the judgment or the value of the property specified in the judgment.

The proposed resolution allows the Board of Trustees to delegate authority to the Superintendent of Schools, or her/his designee, to approve the resale of struck off properties. The authorization does not absolve the Superintendent from following all other requirements as required by State law. The proposed resolution also ratifies any decisions regarding previous struck off properties that may have been approved by the Superintendent.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Approval of Resale of Struck Off Properties to Cities Following a Tax Foreclosure Suit, Judgment, and Unsuccessful Tax Sale
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Approval of Resale of Struck Off Properties to Cities Following a Tax Foreclosure Suit, Judgment, and Unsuccessful Tax Sale
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution of the Fort Worth Independent School District Board of Trustees Regarding Delegation of Authority Related to Approval of Resale of Struck Off Properties to Cities Following a Tax Foreclosure Suit, Judgment, and Unsuccessful Tax Sale

FUNDING SOURCE

Additional details

Not Applicable

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOLS/DEPARTMENTS:

Not Applicable

RATIONALE:

By approving this resolution, the Board ensures the continuation of efficient and effective school administrative decisions and operations. The resolution will generate tax revenue that benefits Fort Worth Independent School District students and the communities in which our students live.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES REGARDING DELEGATION OF AUTHORITY RELATED TO STRUCK OFF PROPERTIES TO CITIES FOLLOWING A TAX FORECLOSURE SUIT, JUDGMENT, AND UNSUCCESSFUL DELINQUENT TAX SALE

WHEREAS, the Board may delegate its authority regarding an action authorized or required to be taken by a district by Education Code Chapter 44, Subchapter B, to a designated person, representative, or committee;

WHEREAS, the Board finds that it is in the interest of the Fort Worth Independent School District to delegate to the Superintendent of Schools or her/his designee the authority to approve the resale of struck off properties;

WHEREAS, the Board states that although it is increasing the authority delegated to the Superintendent of Schools, it is not absolving the Superintendent from following all proper procedures as required by State Law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes the delegation of authority to the Superintendent of Schools or her/his designee to approve the resale of struck off properties and ratifies all such approvals.

Adopted this 23rd day of May, 2023, by the Board of Trustees.

Tobi Jackson
Board President
Fort Worth Independent School District

Carin "CJ" Evans
Board Secretary
Fort Worth Independent School District

CONSENT AGENDA ITEM

BOARD MEETING

May 23, 2023

TOPIC: **APPROVE NAMING RICHARD J. WILSON ELEMENTARY SCHOOL GYMNASIUM THE WILLIAM COPELAND GYMNASIUM**

BACKGROUND:

We ask that the FWISD School Board vote to name the Richard J. Wilson Gymnasium after Coach William Copeland. Coach Copeland has served as an educator in Fort Worth ISD for 35 years and has been a Wilson Wolf for 28 of those years. Not only was he an educator at Richard J. Wilson, but he is also a product of this school where he attended 1st to 5th grade. When he returned here to teach, it was literally like coming home, since he grew up six blocks from the school. He has inspired numerous students as he coached football, soccer, softball, and taught physical education at Wilson. He made sure that every child felt validated, included and successful. Rarely has he missed a day in the past 35 years. He has made a lasting impression on former students who often inquire if he is still teaching at Wilson. They cannot wait to see him and update him on their lives. Coach Copeland has volunteered thousands of hours to better the lives of children in this southside neighborhood. He has had the pleasure of teaching and impacting the lives of three generations in this community. His expertise in the field of sports will be greatly missed here at Wilson Elementary. His positive attitude and dedication to RJ Wilson has made him a staple to our community and we would be honored to have our Gymnasium named in honor of him.

STRATEGIC GOAL:

3 – Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Naming Richard J. Wilson Elementary School Gymnasium the William Copeland Gymnasium
2. Decline to Approve Naming Richard J. Wilson Elementary School Gymnasium the William Copeland Gymnasium
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Naming Richard J. Wilson Elementary School Gymnasium the William Copeland Gymnasium

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Fort Worth ISD Board of Trustees

RATIONALE:

Board Policy [CW\(LOCAL\)](#) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE BOARD OPERATING PROCEDURES MANUAL REVISIONS**

BACKGROUND:

The Fort Worth ISD is governed locally through a Board of Education Trustees elected by voters within each district. Nine Trustees serve as single-member district representatives. All of the Trustees serve four-year terms voluntarily. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Major responsibilities of the Board:

- to govern and oversee the management of the school District
- to levy and collect taxes
- to set the policies for the FWISD
- to develop and improve the educational system
- to secure adequate financing
- to select the superintendent of schools
- to foster good community relations

Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success. This Operating Procedures Manual provides the workings of this Board.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board Operating Procedures Manual Revisions
2. Decline to Approve Board Operating Procedures Manual Revisions
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Board’s Discretion

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

FWISD Board of Trustees

RATIONALE:

The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board in one succinct document. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.

INFORMATION SOURCE:

Board Policy Committee

PREPARING ALL STUDENTS FOR SUCCESS IN COLLEGE, CAREER, AND COMMUNITY LEADERSHIP.



Board of Trustees Operating Procedures Adoption Renewal: **May 23, 2023**



Fort Worth
INDEPENDENT SCHOOL DISTRICT
www.fwisd.org

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Welcome

The Fort Worth ISD is **governed** ~~controlled~~ locally through a Board of Education Trustees elected by voters within each district. Nine Trustees serve as single-member district representatives. All ~~of the~~ Trustees serve four-year terms voluntarily. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. **As a** policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Major responsibilities of the Board:

- to govern and oversee the management of the school District
- to levy and collect taxes
- to set the policies for the FWISD
- to develop and improve the educational system
- to secure adequate financing
- to select **and evaluate** the superintendent of schools
- to foster good community relations

Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success. This Operating Procedures Manual provides the workings of this Board and encourages you to join in this pursuit.

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Board of Trustees

How are Board Members elected? [Policies [BBB\(LEGAL\)](#) and [BBB\(LOCAL\)](#)]

The nine-member FWISD Board of Trustees consists of local citizens who provide an important public service to the Fort Worth community. They serve **servi**ng without **monetary** compensation. Board elections are held during the May uniform election date of odd numbered years with trustees serving four-year terms. Single-member districts 2, 3, 5 and 6 are held together and single-member districts 1, 4, 7, 8 and 9 are held together on a rotating basis. Each trustee is elected by residents within his/her district of residency by majority vote.

Board of Trustees



**Tobi Jackson, President
District 2**

Tobi Jackson is a parent, educator, and administrator. A lifelong resident of East Fort Worth who attended: Eastern Hills Elementary, Meadowbrook Middle School, and proudly graduated in 1978 from Eastern Hills High School. This FWISD education prepared her for a successful transition into college, where she received a B.A. from The University of Texas at Arlington and an M.S. from the University of North Texas. Coupled with over 3 decades of community service in Tarrant County, Ms. Jackson's focus is firmly planted in sustainable, outcomes driven efforts on behalf of ALL Fort Worth youth. She and husband Bruce have two children, Alexis and Zoie. Alexis is a 2018 graduate of FWISD. Zoie attends The I.M. Terrell VPA/STEM Academy of FWISD.



**Quinton 'Q' Phillips, 1st Vice President
District 3**

Quinton "Q" Phillips is a native of Fort Worth born and raised on the eastside of the city in the Historic Stop Six Community. Quinton has spent over a decade helping to facilitate a cultural diversity and leadership camp for high school students and has now served the Multicultural Alliance for two decades. Quinton is a graduate of The Illustrious Paul Laurence Dunbar High School and a proud alumnus of Prairie View A&M University where he earned a Bachelor's degree in Social Work. He is also a graduate of Palmer Theological Seminary at Eastern University where he received a Master's in Theological Studies. Quinton is married to Diondria, and they have two sons, Quinton II and Austin.



**Roxanne Martinez, 2nd Vice President
District 9**

Roxanne Martinez is a graduate of Diamond Hill-Jarvis High School. She earned a B.S. in Journalism & Communications from the University of Florida and a Graduate Certificate in Marketing Management from the University of Dallas. Roxanne resides in Fort Worth with her husband and two kids, Serenity and Jayson and currently serves as a board member for the Fort Worth Hispanic Chamber of Commerce and on the marketing committee for Girls Inc. of Tarrant County. She also serves as Secretary of the Diamond Hill Jarvis Heritage Foundation. For over a decade, Roxanne and her husband have volunteered as coaches, mentors and board members for the Diamond Hill North Side Youth Association.

Board of Trustees



Carin 'CJ' Evans, Secretary

District 5

Carin "CJ" Evans graduated from Baylor University in 1996 and from Regent University School of Law in 2001. She has been practicing law in Texas for over 17 years and is also licensed in Arkansas. CJ is a member of the Texas Pro Bono College and facilitates a monthly legal clinic at The Women's Center of Tarrant County. She has four children, all students in FWISD. In addition to being involved in her children's schools she served on FWISD's District Advisory Committee and Como Leadership Academy's Site-Based Decision-Making Committee from 2017-2019. In her spare time CJ enjoys gardening, cooking, and watching her kids play sports. She is fluent in Spanish.



Dr. Camille Rodriguez, Board Member

District 1

Dr. Camille Rodriguez, Doctor of Podiatric Medicine, was born and raised on the historic North Side of Fort Worth, Texas. A proud product of FWISD schools, Dr Rodriguez graduated from the Honors Program at Paul Laurence Dunbar High School. She is the first in her family to graduate from a university having graduated with a full academic scholarship from a historically black college, Prairie View A&M University, with a Bachelor's of Science degree in Biology. She is a life member of Delta Sigma Theta Sorority, Inc and has served on the boards of Artes de la Rosa Cultural Center for the Arts, All Church Home for Children, Ballet Folklorico Azteca de Fort Worth, Inc., and the Fort Worth Symphony Orchestra. She was recently elected a member of Fort Worth Dallas Metroplex Chums, Inc. chapter.



Wallace Bridges, Board Member

District 4

Wallace Bridges is a proven grassroots community leader who has spent his life advocating for the needs and wellbeing of youth across Fort Worth. His work has focused on building community-based mentoring programs that engage our youth and inspire them to become the next generation of impactful leaders our community will need to create positive change. Wallace has also served Fort Worth by volunteering for many community-based organizations. Wallace understood the need for greater parent involvement in our local schools and successfully launched the first PTA organization at Van Zandt-Guinn Elementary School. Through his leadership, the Van Zandt-Guinn Elementary School PTA has grown to over 40 active members and he was elected as the PTA's first President.

Board of Trustees



Anne Darr, Board Member

District 6

Anne Darr currently serves as the Educational Consultant for Deaf/Hard-of-Hearing Services at the Education Service Center Region 11. She earned her B.S. in Deaf Education in 1989 and her M.Ed. in Educational Administration in 2011, both from Texas Christian University. She has served as an elementary and middle school classroom teacher, an itinerant teacher, a Parent Advisor working with families of deaf/hard-of-hearing children ages birth-three, and a teacher of homebound students. Anne is a writing project trainer for Abydos Literacy and Learning, and she has presented at conferences and in school districts throughout the state of Texas. As one who is passionate about literacy and the teaching of reading and writing, she actively seeks out new, innovative, hands-on ways to inspire student and teacher learning across the curriculum. Anne and her husband, Rich, a retired educator, have three children, all products of or current students of FWISD.



Dr. Michael Ryan, Board Member

District 7

Michael Ryan, Ed.D. and his wife, Michele, attend HighRidge Church in Benbrook. They have 2 married sons and 5 beautiful grandchildren. Dr. Ryan has served the greater Fort Worth community in multiple capacities including the Fort Worth After School Program and the T.C.U. Education Alumni Council. He attended Fort Worth ISD schools and is a 1969 graduate of Paschal High School. He was awarded Bachelor of Music Education ('74) and Bachelor of Science ('80) degrees from Texas Christian University. He received his M.S. in Education Administration from East Texas State University ('82) and was awarded his doctoral degree with a major in curriculum & instruction and instructional technology from Texas A&M University.



Anael Luebanos, Board Member

District 8

Anael Luebanos was born in Fort Worth then moved with his family to rural Mexico as a child. His parents knew that he would have more opportunities in the United States so a 15-year old Anael took the bus to Fort Worth to live with relatives. He enrolled at Paschal High School and had to learn English fast. A group of excellent and patient teachers helped him to gain English proficiency. The hard work paid off as he was able to graduate with honors from Paschal High School and attended Texas Wesleyan University, where he received his Bachelor's degree and his MBA. Anael married his high school sweetheart, Anahi, and they have two beautiful children, one who is an elementary student in FWISD.

Board Member Ethics

What are the ethical requirements of board members? [Policy [BBF\(LOCAL\)](#)]

All FWISD board members shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness in Stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

Integrity of Character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

Commitment to Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

- I will be continuously guided by what is best for all students of the District.

Board Meetings

When does the Board of Trustees meet, and how can the public participate? [Policy [BE\(LOCAL\)](#)]

FWISD Board Workshops **generally** are scheduled the second Tuesday of the month and regular Board Meetings the fourth Tuesday of the month (see [FWISD Board Calendar](#)). The meetings are **generally** held at the FWISD Teaching and Learning Center, 1050 Bridgewood Drive. Meetings **generally** begin at 5:30 p.m. and are open to the public. Additional meetings are scheduled on an as-needed basis, and Texas law allows the Board to call an emergency meeting in crisis situations.

Board meeting agendas **are will be** posted on the [FWISD website](#), on the [Board of Trustees webpage](#), and **are posted** at least 72 hours before the board meeting.

In accordance with the Texas Open Meetings Act, the Board may meet privately in closed session to discuss matters related to personnel, student discipline, security, land acquisition, and/or to consult with legal counsel [Policy [BEC\(LEGAL\)](#)]. No action, however, may be taken during a closed session.

The Board of Trustees encourages and invites the public to attend meetings and address the Board.

Addressing the Board

How can the public address the Board? [Policies [BED\(LEGAL\)](#) and [BED\(LOCAL\)](#)]

Addressing the Board at a Regular Board Meeting

When necessary for effective meeting management of the Board meeting or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on non-agenda items, continuing agenda items to a later meeting, providing an expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. See *Board Policy [BED\(LOCAL\)](#)* and *[Government Code Chapter 551](#)*.

1. Following the posting of the Board meeting agenda, anyone desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.
2. Board members may not engage in a verbal exchange about a subject that has not been posted. The Board may reply with **the following**: (1) a statement of specific factual information given in response to the inquiry; (2) recitation of existing policy in response to the inquiry; or (3) **by directing** the person to visit with staff about the issue.
3. Participants must specify the agenda item(s) or topic(s) of their comment(s).
4. Participants addressing items on the agenda **and topics not specifically listed on the agenda** will speak during the public comment portion of the meeting **dedicated to the discussion of agenda items**.

5. ~~Participants that are addressing the Board with comments of a general nature or on topics not specifically listed on the agenda will speak during the public comment portion of the meeting dedicated to items that are not included on the agenda.~~
6. No presentation shall exceed three (3) minutes unless the speaker receives prior approval for additional time because of the use of a translator. When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the time allotted for each speaker will be two (2) minutes when the number of speakers exceeds twenty (20) persons. The allotted time will begin counting down as soon as the speaker begins speaking. *Additional adjustments to the allotted time may be needed, but the time allotted per speaker will never be less than one (1) minute.*
7. Participants who require the assistance of a translator are permitted double the allotted time of participants who do not require the assistance of a translator.
8. Participants may not relinquish their time to another speaker.
9. Participants and members of the audience are allowed to bring signs during the meeting, but such signs shall be limited to a standard poster board size no larger than 22"x28". Individual signs that when put together form a larger sign need to comply with the 22"x28" size requirement as measured when the signs are put together.
10. Speakers should practice normal rules of decorum. Vulgar language and profanity will not be tolerated.
11. The Board shall not tolerate disruption of the meeting by members of the audience *to include verbal, audio or physical disruptions*. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting. *See Board Policy BED(LOCAL).*
12. Any employee, parent, or other member of the public is asked to comply with the appropriate grievance policy to have a complaint heard pursuant to the applicable Board policy. *See Board Policies DGBA, FNG, and GF.*

Public Comment specific to items on the agenda will occur before consideration of any item and before closed session. Individuals are permitted to address the Board on any topic provided the procedures listed above are followed.

Addressing the Board at a Board Workshop, Special Meeting and Public Hearing

The same guidelines provided above for addressing the Board at a Regular Meeting are to be followed. The only exception is at Board Workshops, Special Meetings, and Public Hearings, public comment shall be limited to items on the agenda posted with notice of the meeting.

During All Meetings of the Board, the Board President will ensure that the following guidelines are followed:

- Requests to address the Board will be accepted on a first come, first served basis.
- Speakers are not allowed to identify students (other than parents who identify their own children), District personnel, or District volunteers by name.

Agenda Creation and Agenda Items

How are the agendas created? [Policy [BE\(LOCAL\)](#)]

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The deadline for submitting items for inclusion on the agenda is the fifth working day before regular meetings and noon on the third working day before special meetings. Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member. Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Board-Adopted Strategic Framework

What guides decisions made by the Board of Trustees? [Policy [AE\(LOCAL\)](#)]

The Board of Trustees has adopted a strong strategic framework to guide all decision-making. Board members will honor the Mission, Vision, and Core Beliefs while meeting District goals through scalable systems that operate with effective change management and system development with a commitment to continuous improvement.

Core Beliefs

We Believe...

- Equal access and opportunity to learn is the right of every student;
- School curricula and instruction must be rigorous, relevant, engaging, and provide students with multiple options and opportunities for the future;
- The ultimate measure of what is taught is what is learned;
- Teachers are our most valuable resource, and the focus of all our efforts is to support teaching and learning;
- Public education requires the active participation of parents and the community to obtain and maintain excellence;
- The FWISD community acknowledges, respects, and appreciates diversity;
- Safe and orderly community and school environments are essential to student health, wellness and academic success; and
- The adequate and equitable provision and distribution of resources, a strong infrastructure that is both effective and efficient, and a system of accountability are essential to ensuring a high-performing educational system.

Mission

Preparing all students for success in college, career, and community leadership.

Vision

Igniting in every child a passion for learning.

District Goals [[AE\(EXHIBIT\)](#)]

Goal 1: Early Literacy: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Reading from 34 percent to 47 percent by 2024.

Goal 2: Early Math: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Mathematics from 34 percent to 45 percent by 2024.

Goal 3: College and Career Readiness: Increase the percentage of students graduating with a CCMR indicator from 43 percent to 48 percent by 2024.

The Superintendent shall interpret and implement the Board’s student outcome goals and, in consultation with the Board, shall select goal progress measures (GPMs) for each student outcome goal. For any school year during which the Board’s student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

Board’s Constraints for the Superintendent

In attaining the Board’s student outcome goals, the Superintendent shall not:

1. Make operational decisions that prevent access of all students to learning.
2. Make decisions without prioritizing physical health, safety, and mental well-being of students and their families and staff.
3. Reduce transparency and communication regarding the impact of strategic initiatives on student learning.
4. Operate without actively monitoring and working to eliminate the loss of instructional time.
5. Operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.

The school system shall pursue a “System of Great Schools” theory of action in which the central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high-performing schools and addressing low performers. Campus performance contracts shall require each campus to accomplish the Board’s student outcome goals while operating within the Board’s other constraints.

The Superintendent shall interpret the Superintendent’s constraints and, in consultation with the Board, shall select constraint progress measures (CPMs) for each constraint.

Board Constraints for the Board

The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:

1. Spend less than 50% of time during Board authorized public meetings focused on student [outcomes](#);
2. Give or appear to give operational advice or instructions to District staff; or
3. Behave in a manner that erodes trust and respect among the team of 10.

Board Self-Evaluation

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual evaluation of the Superintendent, shall conduct an annual summative self-evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.

Superintendent's Evaluation

The Board shall annually evaluate the Superintendent based on the school system's achievement of the Board's student outcome goals and compliance with the Superintendent's constraints. Accomplishment of at least 80 percent of the annual targets for either the student outcome goals (GPM) or of the adopted progress measures (CPM) shall be an automatic indicator of success; below that threshold, the Board's judgment shall be the indicator of success.

Board Monitoring Calendar

Date	Type	
August 8, 2023	Workshop (as needed)	
August 22, 2023	Regular Meeting	TELPAS
September 12, 2023	Workshop (as needed)	
September 26, 2023	Regular Meeting	STAAR-Accountability
October 10, 2023	Workshop (as needed)	
October 24, 2023	Regular Meeting	Goal 1
November 7, 2023	Regular Meeting	Goal 2
December 12, 2023	Regular Meeting	Goal 3 (3.2 & 3.3)
January 16, 2024	Workshop (as needed)	
January 30, 2024	Regular Meeting	TAPR
February 13, 2024	Workshop (as needed)	
February 27, 2024	Regular Meeting	Goal 1 & 2
March 5, 2024	Workshop (as needed)	
March 26, 2024	Regular Meeting	
April 9, 2024	Workshop (as needed)	
April 23, 2024	Regular Meeting	
May 14, 2024	Workshop (as needed)	Budget Workshop
May 28, 2024	Regular Meeting	
June 11, 2024	Workshop (as needed)	Budget Workshop
June 25, 2024	Regular Meeting	
July 23, 2024	Regular Meeting	

Board Meetings and Board Member Conduct

How are board meetings conducted and what is expected of Board members as they conduct business? [Policy [BE\(LOCAL\)](#)]

The Board shall observe the parliamentary procedures as found in [Robert's Rules of Order, Newly Revised](#), except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Board members are expected to conduct themselves professionally and ethically during all meetings and public forums. While differences of opinion, if respectfully presented, are encouraged and will not be construed as unprofessional or unethical behavior, unprofessional and uncivil behavior will not be considered germane to any motion and will not be tolerated.

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Deliberating Motions: The board president will ensure that deliberation is germane to the motion under consideration. The board president will not recognize a member who wishes to be heard for a second time on a motion until all other board members have had an opportunity to speak to the motion. Deliberation should continue until such time that all board members have had adequate opportunity to deliberate and ask clarifying questions.

Voting shall be by voice vote, a show of hands, or by electronic tally, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request.

Executive Session: The board may only deliberate matters in closed session as permitted by the Open Meetings Act. A vote on a matter deliberated in closed session must be made in open session. Information and opinions shared during closed session must remain confidential. All personnel matters must be conducted in closed session unless specifically required by the Open Meetings Act, and any information that is subject to the attorney-client privilege must be kept confidential.

Board Officers and Members Authority

What authority do Board officers and members have? [Policies [BDAA\(LOCAL\)](#) and [BBE\(LOCAL\)](#)]

The President shall:

- Preside at all Board meetings unless unable to attend.
- Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
- Call special meetings of the Board.
- Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.

- Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
- Decide all questions of order in accordance with Robert's Rules of Order, Newly Revised, as modified by Board policy.
- Perform all customary duties of the office and other duties as may be required by law or the Board.
- In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

The First Vice President shall:

- Act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the President.
- Become President only upon being elected to the position.
- Perform other duties as prescribed by the Board.

The Second Vice President shall:

- Act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the President and the First Vice President.
- Perform other duties as prescribed by the Board.

The Secretary shall:

- Act in the capacity and perform the duties of the presiding officer in the absence of the President and the First and Second Vice Presidents of the Board.
- Countersign all warrants for school money drawn upon the depository by order of the Board.
- Attest to the signature of the President on all contracts and legal documents.
- Perform other functions as may be required by applicable statutes and Board policies.

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See [BBE\(LOCAL\)](#)] A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any District employee. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

Board Officer Elections

How do board officer elections work? [Policy [BDAA\(LOCAL\)](#)]

At the first regular meeting following each May election, [including the time it takes for a runoff election, if necessary](#), the Board shall elect a President, a First Vice President, a Second Vice President, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting.

The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. For continuity, officers are encouraged to seek an additional term after their first term, [but limit election as Board President to two consecutive years](#). Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

Standards of Behavior

What are the expectations of board members' standards of behavior? [Policy [BBFA\(LOCAL\)](#)]

- Board members will commit to upholding the Board of Trustees' Code of Ethics. [Policy [BBF\(LOCAL\)](#)]
- Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report.
- A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage.
- At each regularly scheduled Board meeting, the Board President shall make a statement to remind Board members of the legal conflict of interest requirements, shall request disclosure for any matter under consideration on the agenda for that meeting, and, if required by law, Board members shall then recuse themselves from all discussion and shall abstain from voting on any matter pertaining to such a disclosure.

Communications

What is the protocol for how the Board should communicate? [Policy [BBE\(LOCAL\)](#)]

- The superintendent will update the board members on board-related matters.
- When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.
- Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue.
- Certain information disclosed to board members is confidential by law and may not be disclosed to third parties. Board members must not disclose information that is subject to the attorney-client privilege. Board members also should not disclose any information to which they have access by virtue of their position as board members that has not been made public, if, to do so, would compromise the board or the administration in the conduct of their affairs.
- In the event a board member communicates with the public either electronically or in writing regarding a matter of district business, the member is encouraged to remember that the Public Information Act may require disclosure of such communication.
- Board members are encouraged not to respond to anonymous communications.

- Board members who host Internet sites that include, sponsor or permit postings regarding matters relevant to the district or district business, will include a disclaimer in a form approved by the board's attorney, providing that such postings are not made on behalf of the district.

Conflict Resolution

How are conflicts resolved?

Board members are encouraged to express concerns about another member's performance directly with that member.

If a member is unsuccessful in resolving a concern with a fellow board member, he/she should address the matter with the board president. The board president shall discuss the concern with the board members in question and may moderate a discussion between them.

If, in the board president's judgment, resolution of the concern requires discussion amongst a quorum or more of board members, a meeting must be posted and conducted in accordance with the Open Meetings Act.

The president shall remind the board member whose behavior is in question about the adopted Code of Ethics and Board Operating Procedures and discuss how the board member's behavior does not comply. The discussion also will identify more appropriate alternatives to the behavior, or refer the board member to policies or procedures that outline approved ways to deal with any issue that prompted the behavior.

If the concern involves the board president, a board member may discuss his or her concerns with the board vice president. Board members will not take concerns about fellow board members to the superintendent. Board members will not speak about performance concerns regarding individual board members with anyone other than the board and the board's attorney.

Board Member Requests for Information and Communications with Staff

What is the protocol for Board members to request information? [Policy [BBE\(LOCAL\)](#)]

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Concerns and Complaints

How should Board members handle concerns or complaints? [Policy [BBE\(LOCAL\)](#)]

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator.

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Media Inquiries

How should the Board handle the media? [Policy [GBBA\(LOCAL\)](#)]

The Board President shall be designated as the spokesperson for the Board. New media requests for District information, interviews, comments, or statements shall be directed to the Communications Department. News releases concerning the overall operations of the District, schools, events, initiatives, or activities shall be prepared by the Communications Department. In any situation affecting the District or an individual campus, the Superintendent or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

Campus Visits

Can Board members visit campuses? [Policy [BBE\(LOCAL\)](#)]

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations.

Travel

Are Board members required to travel and who pays when they do? [Policy [BBG\(LOCAL\)](#)]

A travel budget for the Board shall be established as part of the annual budget planning process and shall be budgeted in the general fund. Trustees shall be allocated a budget for travel, professional development training, and reasonable expenses associated with attending functions of District-related organizations. Total expenses incurred shall not exceed the budgeted amount for such expenses as adopted by the Board for the fiscal year. Education-related meetings, functions, and activities of, or sponsored by, the following entities are approved for travel at the expense of the District.

Other travel may be approved by the Board President. The Vice President shall be responsible for approving other travel requested by the President. The Board shall have final responsibility in determining compliance.

Committees

What are the current Board committees and how do they function? [Policy [BDB\(LOCAL\)](#)]

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

Board Committees can be located on the [FWISD Board webpage](#).

Board Development

What training will Board members receive? [Policies [BBD\(LEGAL\)](#) and [BBD\(LOCAL\)](#), and [BBD\(EXHIBIT\)](#)]

Board members will fulfill the training requirements specified in Board Policies BBD(LEGAL) and BBD (LOCAL). The Board President shall announce the status of each Board member’s continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District’s uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District’s website in accordance with law.

TRAINING REQUIREMENTS FOR SCHOOL BOARD MEMBERS

Length of Service	Local District Orientation	Intro to TEC	Open Government ³	Cybersecurity	Post-Legislative Update to TEC	Child Abuse Prevention	Evaluating and Improving Student Outcomes (formerly SB 1566)	Team Building	Additional Continuing Education (based on assessed needs)
New Trustees (First Year) ~25 hrs	Local Orientation ² (within 120 days) 3 hrs	(within 120 days) 3 hrs	OMA ³ (within 90 days) 1-2 hrs PIA 1-2 hrs	~1 hr each year	N/A because update is incorporated into Intro to TEC	1 hr every two years	(within 120 days) 3 hrs ² every two years	3 hrs ² each year with all trustees and superintendent	10 hrs first year
Experienced Trustees (After First Year) 9-16 hrs ¹	Can attend, but not required				Sufficient length ~1-2 hrs after each legislative session				
Providers	School District	ESC	TASB or other registered provider	See Department of Information Resources website	TASB or other registered provider	TASB or other registered provider	TASB or other authorized provider	TASB or other registered provider	TASB or other registered provider

Training Requirements Notes:

¹ Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

² Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Evaluating and Improving Student Outcomes.

³ OMA and PIA training is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

OMA: Open Meetings Act
TEC: Texas Education Code
PIA: Public Information Act
SBOE: State Board of Education

Board members should be familiar with district policies, especially their duties as defined in policy [BAA\(LEGAL\)](#) and will annually review its Board Operating Procedures and Board Ethics Policy [BBF\(LOCAL\)](#).

Annually, the Board will conduct a self-evaluation using the Lone Star Governance Implementation Integrity Instrument [Policy [BG\(LEGAL\)](#)].

What is Lone Star Governance? Lone Star Governance (LSG) is an optional, first-of-its-kind training initiative.

Founded on research, LSG is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: improving student outcomes.

The purpose of Lone Star Governance is to provide coaching and support, through a continuous-improvement framework, for school governing teams that choose and commit to intensively focus on the objective to improve student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity. In addition to the primary focus on improving student outcomes, Lone Star Governance provides systems for governing legal and fiscal responsibilities.

Advocacy

Is advocacy part of our job? [\[BBD\(EXHIBIT\)\]](#)

The Board promotes the vision and engages the community in developing and fulfilling the vision. The Board advocates on behalf of Texas public schoolchildren.

The board:

- Demonstrates its commitment to, and advocates on behalf of, the shared vision and goals by clearly communicating them to the superintendent, staff, and community.
- Regularly reports district progress to families and the community
- Ensures multiple forms of two-way communication will be used to engage, empower, and connect students, families, staff, media, and community with the District.
- Builds collaborative relationships and partnerships with families and community, business, nonprofit, higher-education, education support organizations, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
- Recognizes the respective roles of and provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency to ensure maximum effectiveness and benefit to Texas schoolchildren.
- Promotes school board service by educating the community about the role of a school board and encouraging leadership opportunities within the community.

Board Evaluation of the Board

Who evaluates the Board?

The Board utilizes the Lone Star Governance self-evaluation tool to provide a continuous improvement model, in collaboration with the Superintendent, to focus intensely on one primary objective: Improving Student Outcomes. Lone Star Governance accomplishes this intense focus through the execution of five points of the Texas Framework for School Board Development: Vision, Accountability, Structure, Unity, and Advocacy.

Superintendent's Evaluation and Contract

How does the Board evaluate the Superintendent? [Policies [BJCD\(LOCAL\)](#)] and [BJC\(LEGAL\)](#)]

Superintendent's Evaluation

- The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals. The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open. The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

Superintendent's Contract

- A board may employ by contract a superintendent for a term not to exceed five years.

Single-Member District Maps

Access single-member District maps [here](#).

Disclaimer: The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.



CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE FIRST READING - REVISIONS TO BOARD POLICIES
BDAA(LOCAL) AND DB(LOCAL)**

BACKGROUND:

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

Policy recommendations:

- BDAA(LOCAL): Revised verbiage assists in updating and outlining Board Officer elections
- DB(LOCAL): Thirty-nine Texas Independent School Districts were reviewed, and 25 districts require superintendent residency only within their districts outlined in policy or in the superintendents’ contracts. The remaining 14 districts did not speak to superintendent residency in policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading - Revisions to Board Policies BDAA(LOCAL) and DB(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies BDAA(LOCAL) and DB(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading - Revisions to Board Policies BDAA(LOCAL) and DB(LOCAL)

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

All Schools, Departments and Stakeholders

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar

**POLICY RECOMMENDATION SUMMARY PAGE FOR
May 23, 2023 BOARD MEETING: 1st Reading**

- **BDAA(LOCAL):** Revised verbiage assists in updating and outlining Board Officer elections

- **DB(LOCAL):** Thirty-nine Texas Independent School Districts were reviewed, and 25 districts require superintendent residency only within their districts outlined in policy or in the superintendents' contracts. The remaining 14 districts did not speak to superintendent residency in policy.

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

BOARD OFFICERS

At the first regular meeting following each May election, [including the time for a runoff election, if it is necessary](#), the Board shall elect a President, a ~~First~~ Vice President, ~~a Second Vice President~~, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting.

The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

VACANCY

A vacancy among officers of the Board shall be filled by majority action of the Board [in accordance with the provisions below](#). [In the event a Trustee is not reelected and is in the line of succession, the Trustee who is next in line steps into the place of the Trustee who was not reelected.](#)

[In the event a vacancy occurs for all officers at the same time, the Board may elect each officer by a majority vote. In this circumstance, the provisions below, regarding succession, will apply for the election of officers the following year.](#)

TERM AND DUTIES

Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. [For continuity, officers are encouraged to seek an additional term after their first term](#). Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

The District may employ clerks whose duty will be to perform such clerical work as may devolve upon the Secretary of the Board and as may be requested by the President of the Board or by the Superintendent.

The District shall employ an executive secretary to perform day-to-day secretarial services for the Board under the direction of the Superintendent and the Board President.

PRESIDENT

In addition to the duties required by law, the President of the Board shall:

1. [Immediately prior to being selected as President served as Board Vice President. ~~Preside at all Board meetings unless unable to attend.~~](#)
2. ~~Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.~~
3. ~~Call special meetings of the Board.~~
4. ~~Preside at all Board meetings unless unable to attend.~~

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

5. Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
6. Call special meetings of the Board.
7. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
8. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
9. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
10. Perform all customary duties of the office and other duties as may be required by law or the Board.

~~FIRST~~ VICE
PRESIDENT

The ~~First~~ Vice President of the Board shall:

1. ~~Immediately prior to being selected as Vice President served as Board Secretary. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.~~
2. ~~Become President only upon being elected to the position.~~
3. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
4. Become President only upon being elected to the position.
5. Perform other duties as prescribed by the Board.

~~SECOND VICE~~
~~PRESIDENT~~

~~The Second Vice President of the Board shall:~~

- ~~1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President and the First Vice President.~~
- ~~2. Perform other duties as prescribed by the Board.~~

SECRETARY

The Secretary of the Board shall:

1. Act in the capacity and perform the duties of the presiding officer in the absence of the President and ~~the First and Second Vice Presidents~~ of the Board.
2. Countersign all warrants for school money drawn upon the depository by order of the Board.
3. Attest to the signature of the President on all contracts and legal documents.

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

4. Perform other functions as may be required by applicable statutes and Board policies.

In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS

DB
(LOCAL)

RESIDENCE WITHIN
THE DISTRICT'S
BOUNDARIES

The Board and the Superintendent encourage all employees to reside within the District's boundaries.

RESIDENCE
REQUIREMENTS

The Superintendent shall be a bona fide resident of the District.

"Bona fide resident" shall mean that the employee's true, fixed home and domicile is located within the boundaries of the District as shown by, for example, a utility bill, driver's license, IRS tax statement, voter registration, or deed/lease agreement. The Superintendent shall submit a signed, notarized affidavit attesting to his/her bona fide residence. A current affidavit shall be submitted annually prior to August 1. An individual named as the interim Superintendent shall not be required to reside within the District's boundaries.

The Superintendent must continue to reside within the boundaries of the District while employed with the District.

~~RESIDENCY~~

~~Each person employed in the position of assistant superintendent, chief information officer, associate superintendent, division chief, deputy superintendent, or Superintendent shall, as a condition of employment, either reside within the District or agree to and establish residency within the District within 12 months of the effective date of employment. Employees in these positions must continue to reside within the boundaries of the District while an employee in one of these positions.~~

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: **APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:
JANUARY 1, 2023 – MARCH 31, 2023****

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Trustees and the Superintendent no less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period January 1, 2023 – March 31, 2023, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period January 1, 2023 – March 31, 2023, totaled \$11,808,946. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for The Period: January 1, 2023 – March 31, 2023
2. Decline to Approve Quarterly Investment Report for The Period: January 1, 2023 – March 31, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: January 1, 2023 – March 31, 2023

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

None

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District

Quarterly Investment Report

January 1, 2023– March 31, 2023



Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Ms. Maria Chavez
Comptroller

Ms. Tonya D. Wright
Treasurer

Published: May 23, 2023

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
01/01/2023- 03/31/2023

Investment Officer's Certification

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

Total Rate of Return: 4.68%
 Interest Earned During the Period: \$11,808,946
 Interest Earned Fiscal Year to Date: \$21,855,900

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	93,513.97	93,513.97	93,513.97	0.01	4.86	1
Campus Activity Fund	4,346,528.97	4,346,528.97	4,346,528.97	0.36	4.86	1
CIP-2013 Bond Fund	1,155,745.75	1,155,745.75	1,155,745.75	0.10	4.86	1
CIP-2017 Bond Fund	98,289,802.13	91,648,202.13	98,289,802.13	8.10	4.87	11
CIP-2021 Bond Fund	428,645,753.77	409,679,753.77	428,645,753.77	35.32	4.86	11
Food Service Fund	22,695,872.99	22,695,872.99	22,695,872.99	1.87	4.86	1
General Operating Fund	568,808,373.08	559,108,983.44	568,751,328.75	46.86	4.72	11
Interest & Sinking Debt Service Fund	64,627,807.22	49,293,583.22	64,627,807.22	5.33	4.86	49
Real Estate Proceeds	24,054,422.53	24,054,422.53	24,054,422.53	1.98	4.82	1
Scholarships	576,887.75	595,401.24	598,121.86	0.05	4.86	1
Student Activity Funds	361,523.74	361,523.74	361,523.74	0.03	4.86	1
Total / Average	1,213,656,231.90	1,163,033,531.75	1,213,620,421.68	100.00	4.80	13

Signatures and Dates

Carmen Arrieta-Candelaria 4/27/23
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer Date

Maria Chavez 4/27/2023
 Ms. Maria Chavez, Comptroller Date

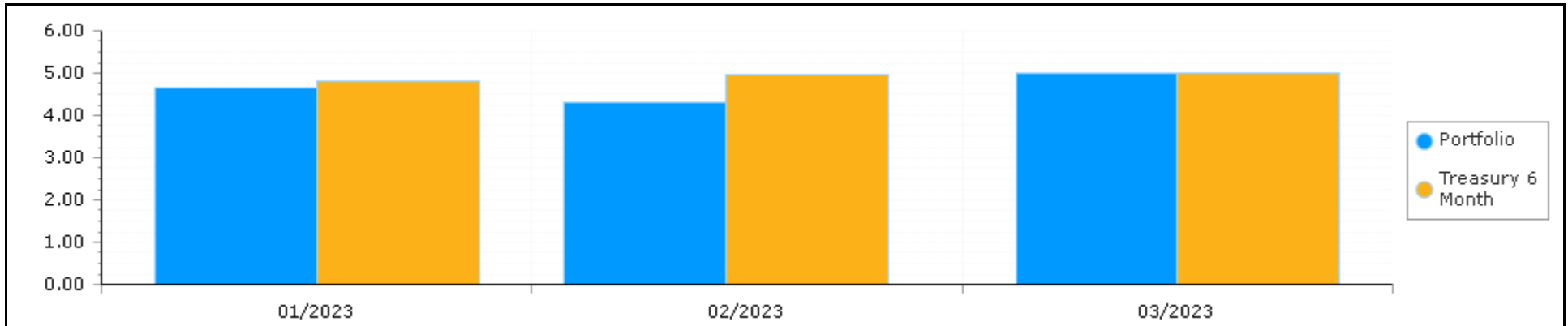
Tonya D. Wright 4/27/23
 Ms. Tonya D. Wright, Treasurer Date

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

Begin Date: 1/31/2023, End Date: 3/31/2023

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
1/31/2023	710,151,800.06	3,224,391.07	0.00	3,224,391.07	847,475,675.62	0.38	4.66	4.80
2/28/2023	924,476,191.77	3,507,689.04	0.00	3,507,689.04	994,264,557.69	0.35	4.32	4.97
3/31/2023	1,250,329,549.85	5,076,865.98	0.00	5,076,865.98	1,242,844,491.19	0.41	5.01	4.99
Total/Average	710,151,800.06	11,808,946.09	0.00	11,808,946.09	1,026,201,015.71	1.15	4.68	4.92

Annualized TRR-BV



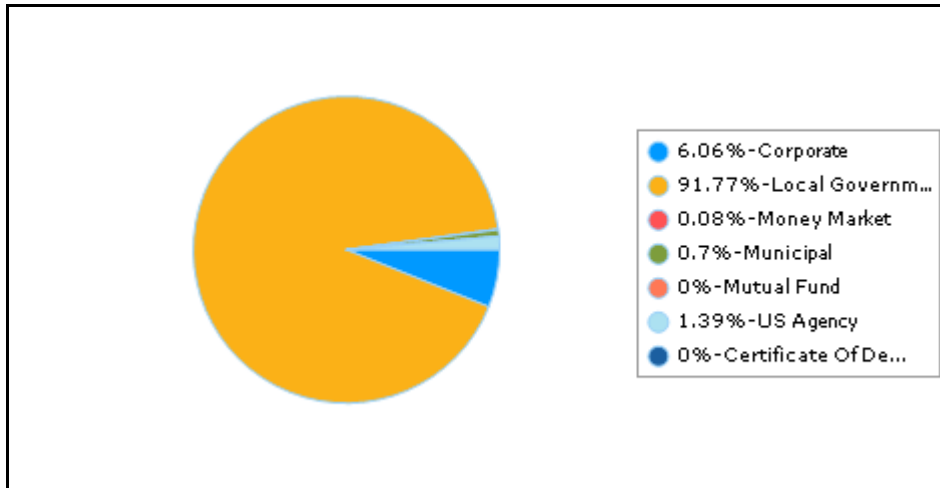
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 12/31/2022, End Date: 3/31/2023

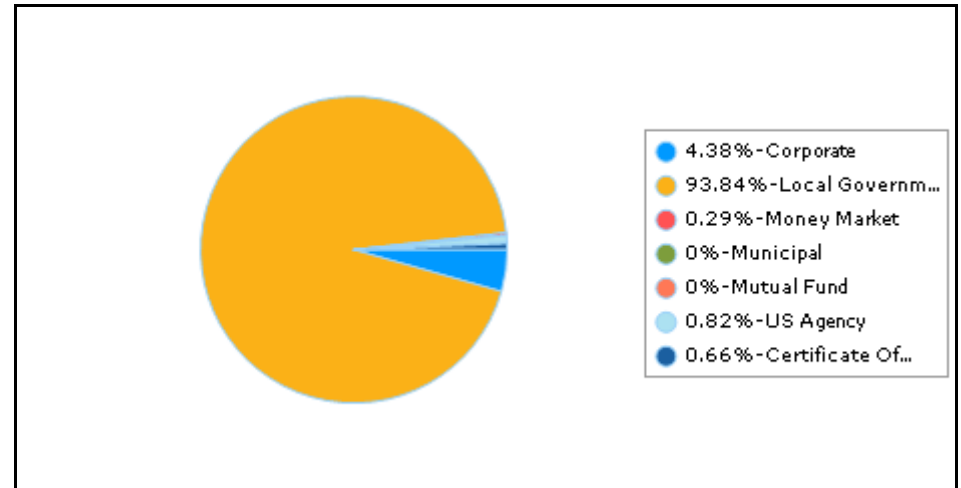
Security Sector Allocation

Security Sector	Book Value 12/31/2022	% of Portfolio 12/31/2022	Book Value 3/31/2023	% of Portfolio 3/31/2023
Corporate	43,005,461.42	6.06	53,181,893.12	4.38
Local Government Investment Pool	651,270,025.19	91.77	1,138,899,301.92	93.84
Money Market	536,897.04	0.08	3,570,685.87	0.29
Municipal	4,978,956.08	0.70	0.00	0.00
Mutual Fund	23,446.00	0.00	23,446.00	0.00
US Agency	9,891,520.15	1.39	9,942,955.67	0.82
Certificate Of Deposit	0.00	0.00	8,002,139.10	0.66
Total / Average	709,706,305.88	100.00	1,213,620,421.68	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



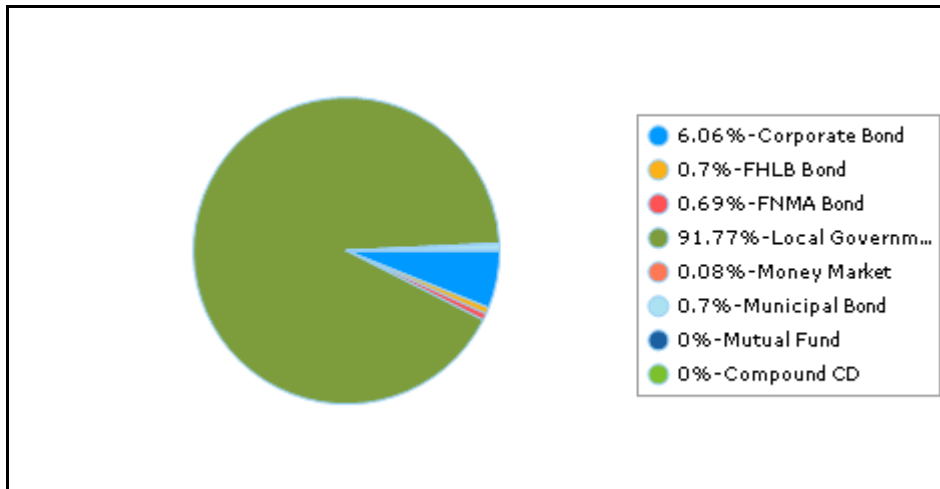
Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 12/31/2022, End Date: 3/31/2023

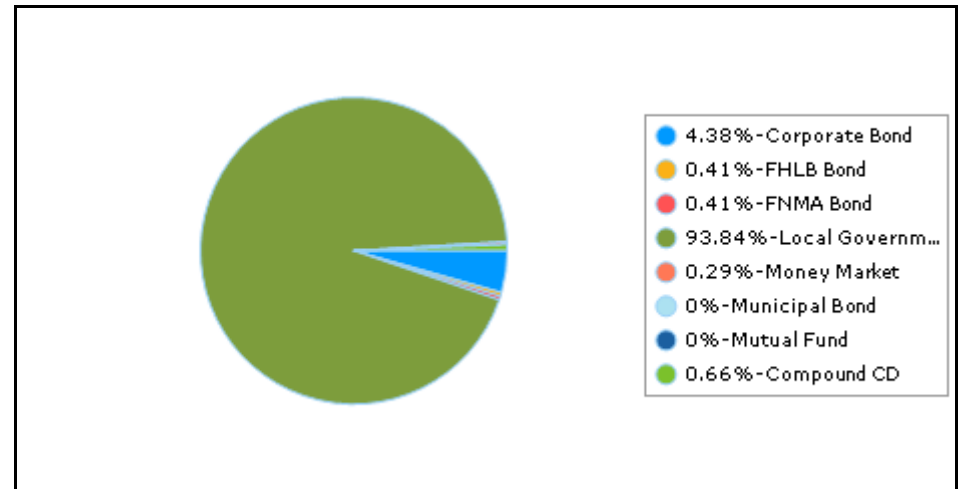
Security Type Allocation

Security Type	Book Value 12/31/2022	% of Portfolio 12/31/2022	Book Value 3/31/2023	% of Portfolio 3/31/2023
Corporate Bond	43,005,461.42	6.06	53,181,893.12	4.38
FHLB Bond	5,001,813.29	0.70	5,001,278.22	0.41
FNMA Bond	4,889,706.86	0.69	4,941,677.45	0.41
Local Government Investment Pool	651,270,025.19	91.77	1,138,899,301.92	93.84
Money Market	536,897.04	0.08	3,570,685.87	0.29
Municipal Bond	4,978,956.08	0.70	0.00	0.00
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Compound CD	0.00	0.00	8,002,139.10	0.66
Total / Average	709,706,305.88	100.00	1,213,620,421.68	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



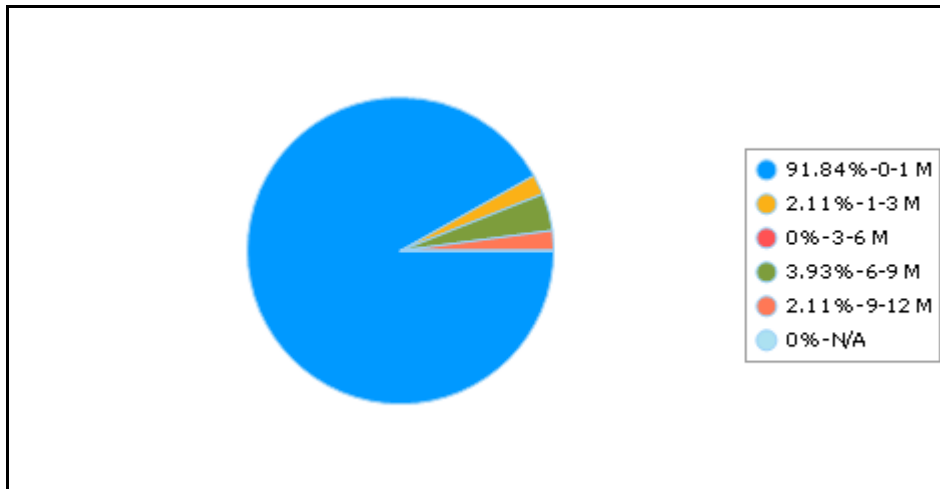
Fort Worth Independent School District Distribution by Maturity Range - Market Value All Portfolios

Begin Date: 12/31/2022, End Date: 3/31/2023

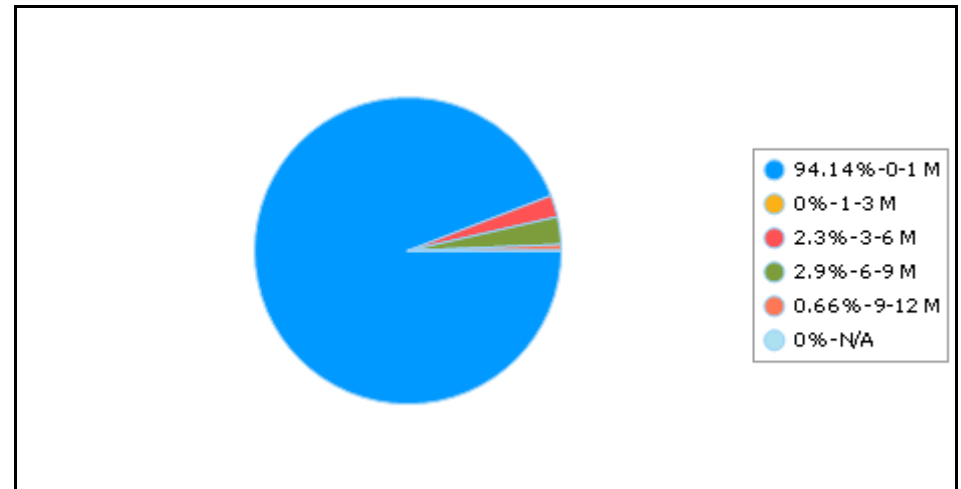
Maturity Range Allocation

Maturity Range	Market Value 12/31/2022	% of Portfolio 12/31/2022	Market Value 3/31/2023	% of Portfolio 3/31/2023
0-1 Month	651,806,922.23	91.84	1,142,469,987.79	94.14
1-3 Months	14,981,618.30	2.11	0.00	0.00
3-6 Months	0.00	0.00	27,945,321.12	2.30
6-9 Months	27,884,381.12	3.93	35,172,006.00	2.90
9-12 Months	14,991,268.50	2.11	8,002,139.10	0.66
N/A	20,305.12	0.00	20,725.38	0.00
Total / Average	709,684,495.27	100.00	1,213,610,179.39	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



Fort Worth Independent School District Distribution by Issuer - Market Value

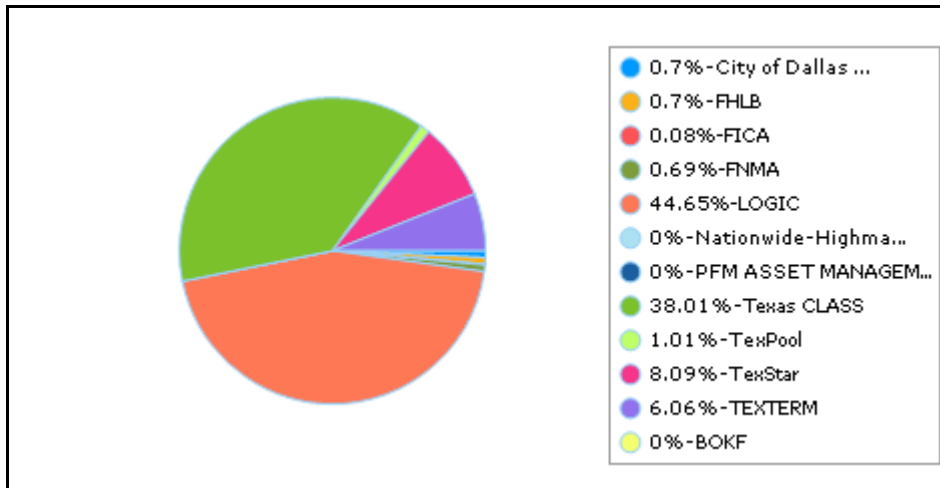
All Portfolios

Begin Date: 12/31/2022, End Date: 3/31/2023

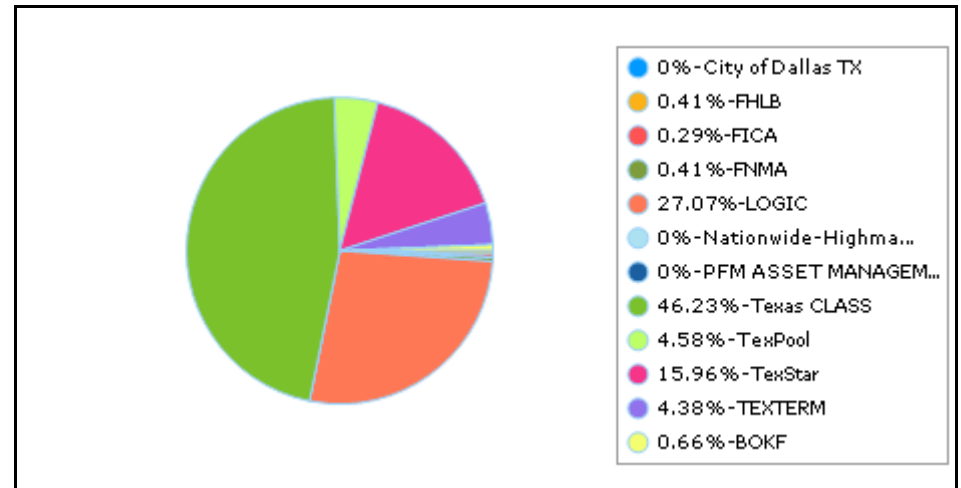
Issuer Allocation

Issuer	Market Value 12/31/2022	% of Portfolio 12/31/2022	Market Value 3/31/2023	% of Portfolio 3/31/2023
City of Dallas TX	4,978,050.00	0.70	0.00	0.00
FHLB	4,991,268.50	0.70	4,992,006.00	0.41
FICA	536,897.04	0.08	3,570,685.87	0.29
FNMA	4,882,488.00	0.69	4,943,428.00	0.41
LOGIC	316,896,396.54	44.65	328,543,356.44	27.07
Nationwide-Highmark Bond	20,305.12	0.00	20,725.38	0.00
PFM ASSET MANAGEMENT	16,264.52	0.00	26,839.38	0.00
Texas CLASS	269,718,479.71	38.01	561,070,676.03	46.23
TexPool	7,199,748.52	1.01	55,565,306.58	4.58
TexStar	57,439,135.90	8.09	193,693,123.49	15.96
TEXTERM	43,005,461.42	6.06	53,181,893.12	4.38
BOKF	0.00	0.00	8,002,139.10	0.66
Total / Average	709,684,495.27	100.00	1,213,610,179.39	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



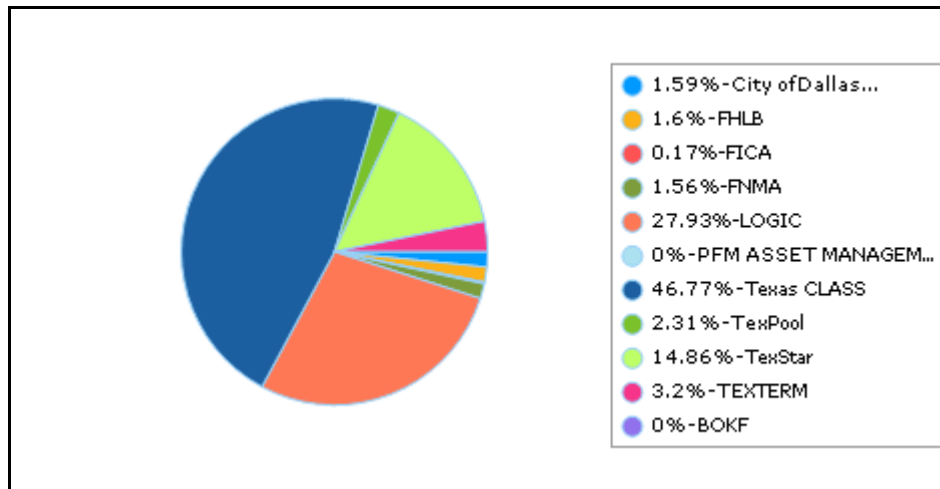
Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 12/31/2022, End Date: 3/31/2023

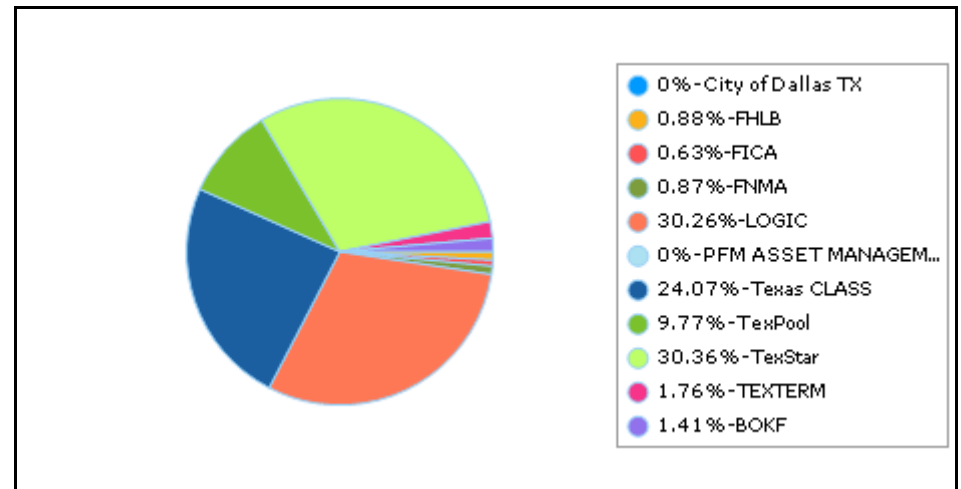
Issuer Allocation

Issuer	Market Value 12/31/2022	% of Portfolio 12/31/2022	Market Value 3/31/2023	% of Portfolio 3/31/2023
City of Dallas TX	4,978,050.00	1.59	0.00	0.00
FHLB	4,991,268.50	1.60	4,992,006.00	0.88
FICA	536,897.04	0.17	3,570,685.87	0.63
FNMA	4,882,488.00	1.56	4,943,428.00	0.87
LOGIC	87,237,622.73	27.93	172,124,458.07	30.26
PFM ASSET MANAGEMENT	3,929.44	0.00	3,975.37	0.00
Texas CLASS	146,086,180.49	46.77	136,891,779.19	24.07
TexPool	7,199,748.52	2.31	55,565,306.58	9.77
TexStar	46,420,959.80	14.86	172,648,135.78	30.36
TEXTERM	10,001,893.12	3.20	10,001,893.12	1.76
BOKF	0.00	0.00	8,002,139.10	1.41
Total / Average	312,339,037.64	100.00	568,743,807.08	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



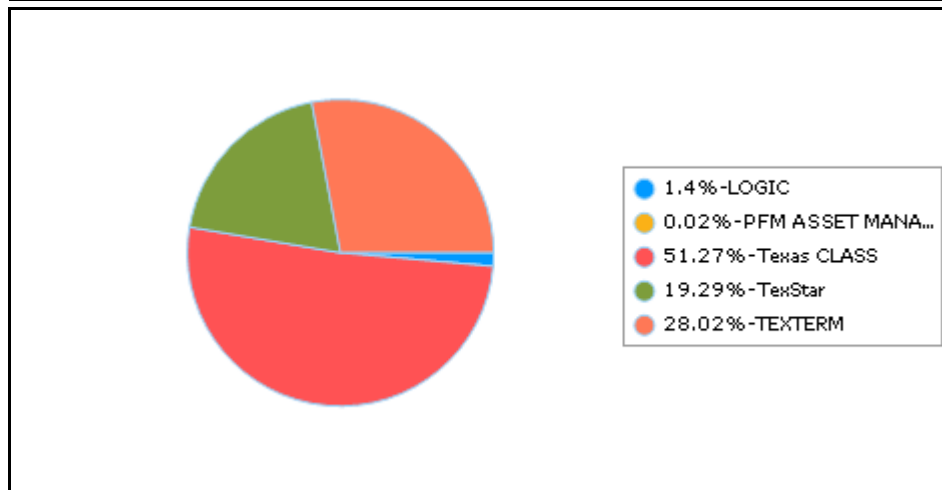
Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 12/31/2022, End Date: 3/31/2023

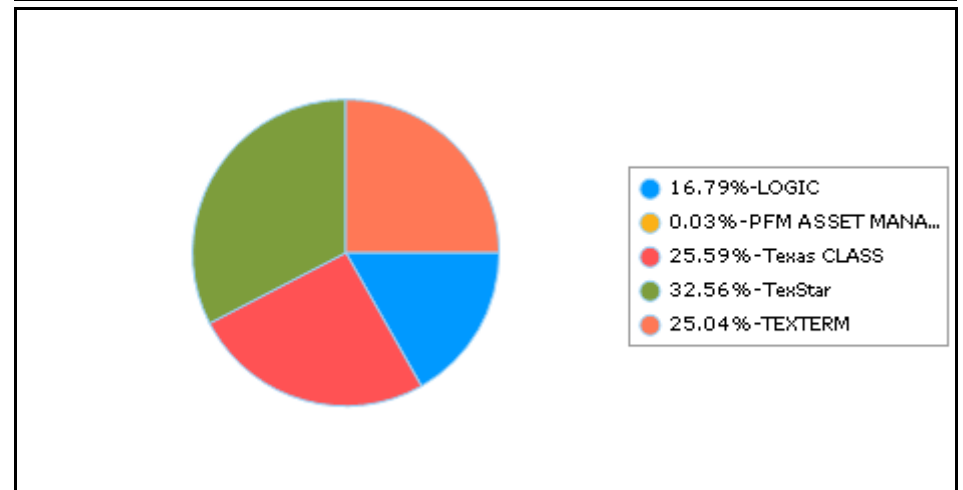
Issuer Allocation

Issuer	Market Value 12/31/2022	% of Portfolio 12/31/2022	Market Value 3/31/2023	% of Portfolio 3/31/2023
LOGIC	800,878.02	1.40	10,848,504.98	16.79
PFM ASSET MANAGEMENT	8,589.17	0.02	19,074.32	0.03
Texas CLASS	29,283,152.82	51.27	16,535,240.21	25.59
TexStar	11,018,176.10	19.29	21,044,987.71	32.56
TEXTERM	16,003,568.30	28.02	16,180,000.00	25.04
Total / Average	57,114,364.41	100.00	64,627,807.22	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



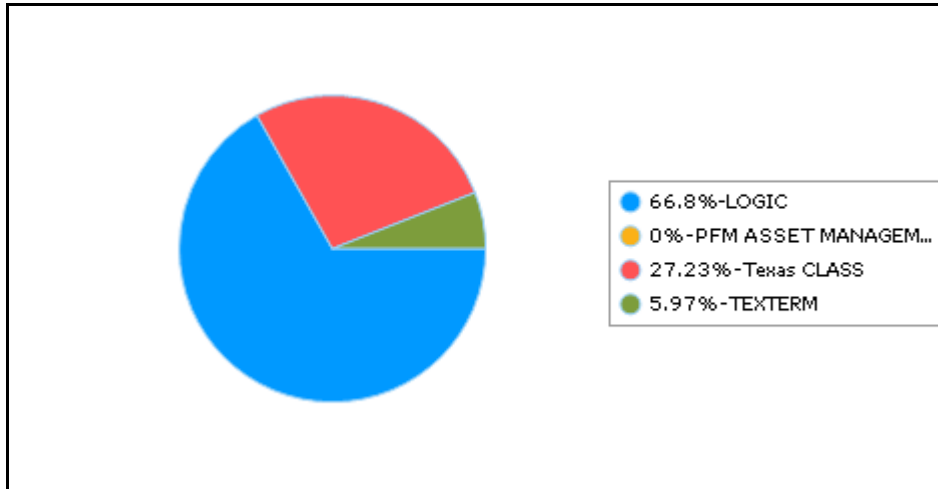
**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

Begin Date: 12/31/2022, End Date: 3/31/2023

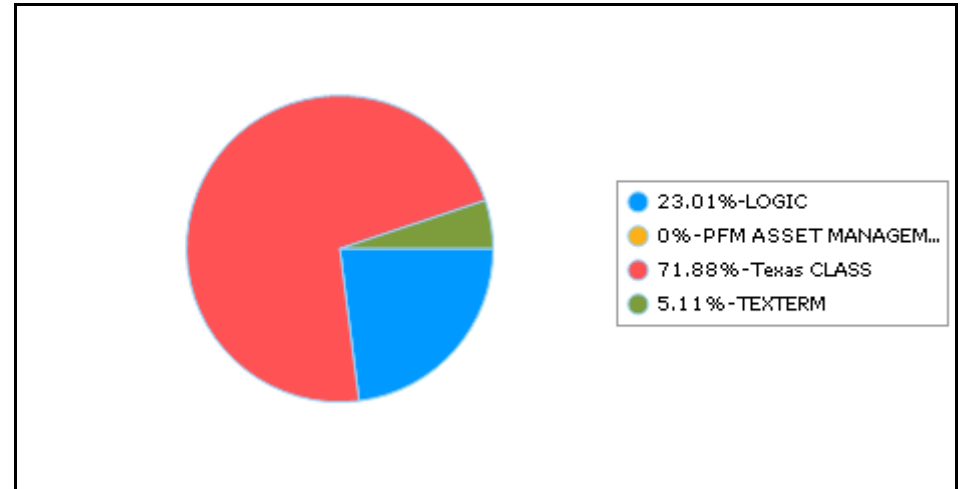
Issuer Allocation

Issuer	Market Value 12/31/2022	% of Portfolio 12/31/2022	Market Value 3/31/2023	% of Portfolio 3/31/2023
LOGIC	190,102,471.12	66.80	121,515,970.86	23.01
PFM ASSET MANAGEMENT	3,745.91	0.00	3,789.69	0.00
Texas CLASS	77,488,518.04	27.23	379,571,541.10	71.88
TEXTERM	17,000,000.00	5.97	27,000,000.00	5.11
Total / Average	284,594,735.07	100.00	528,091,301.65	100.00

Portfolio Holdings as of 12/31/2022



Portfolio Holdings as of 3/31/2023



Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios

Date: 3/31/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	93,513.97	100.00	93,513.97	0.01%	NR	1
TXCLASS0011	93,513.97	4.86	93,513.97	4.86		0.00	NR	0
			93,513.97		93,513.97	0.01%		1
Sub Total Agency Campus Funds	93,513.97	4.86	93,513.97	4.86		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,346,528.97	100.00	4,346,528.97	0.36%	S&P-AA+	1
TXCLASS0005	4,346,528.97	4.86	4,346,528.97	4.86		0.00	NR	0
			4,346,528.97		4,346,528.97	0.36%		1
Sub Total Campus Activity Fund	4,346,528.97	4.86	4,346,528.97	4.86		0.00		0
CIP-2013 Bond Fund								
Texas CLASS LGIP		4/14/2014	1,155,745.75	100.00	1,155,745.75	0.1%	S&P-AA+	1
TXCLASS0007	1,155,745.75	4.86	1,155,745.75	4.86		0.00	NR	0
			1,155,745.75		1,155,745.75	0.1%		1
Sub Total CIP-2013 Bond Fund	1,155,745.75	4.86	1,155,745.75	4.86		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	14,152,571.50	100.00	14,152,571.50	1.17%	NR	1
LOGIC13006	14,152,571.50	4.82	14,152,571.50	4.82		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	1,560.45	100.00	1,560.45	0%	NR	1
PFM-1265-05	1,560.45	4.84	1,560.45	4.84		0.00	NR	0
Texas CLASS LGIP		5/4/2018	77,135,670.18	100.00	77,135,670.18	6.36%	NR	1
TXCLASS0009	77,135,670.18	4.86	77,135,670.18	4.86		0.00	NR	0
TEXTERM 5.12 8/22/2023		11/25/2022	7,000,000.00	100.00	7,000,000.00	0.58%	NR	144
TEXTERM1265-05	7,000,000.00	5.12	7,000,000.00	5.12	125,440.00	0.00	NR	0.39
			98,289,802.13		98,289,802.13	8.11%		11
Sub Total CIP-2017 Bond Fund	98,289,802.13	4.87	98,289,802.13	4.87	125,440.00	0.00		0.03
CIP-2021 Bond Fund								

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 3/31/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		9/7/2022	107,363,399.36	100.00	107,363,399.36	8.85%	NR	1
LOGIC13008	107,363,399.36	4.82	107,363,399.36	4.82		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		11/23/2022	2,229.24	100.00	2,229.24	0%	NR	1
PFM-1265-06	2,229.24	4.84	2,229.24	4.84		0.00	NR	0
Texas CLASS LGIP		2/27/2023	301,280,125.17	100.00	301,280,125.17	24.82%	NR	1
TXCLASS0012	301,280,125.17	4.86	301,280,125.17	4.86		0.00	NR	0
TEXTERM 5.12 10/13/2023		1/17/2023	10,000,000.00	100.00	10,000,000.00	0.82%	NR	196
TEXTERM1265-062	10,000,000.00	5.12	10,000,000.00	5.12	105,244.44	0.00	NR	0.54
TEXTERM 5.22 11/22/2023		11/25/2022	10,000,000.00	100.00	10,000,000.00	0.82%	NR	236
TEXTERM1265-06	10,000,000.00	5.22	10,000,000.00	5.22	182,700.00	0.00	NR	0.64
Sub Total CIP-2021 Bond Fund	428,645,753.77	4.86	428,645,753.77	4.86	287,944.44	0.00		0.03
Food Service Fund								
Texas CLASS LGIP		2/14/2012	22,695,872.99	100.00	22,695,872.99	1.87%	S&P-AA+	1
TXCLASS0002	22,695,872.99	4.86	22,695,872.99	4.86		0.00	NR	0
Sub Total Food Service Fund	22,695,872.99	4.86	22,695,872.99	4.86	22,695,872.99	1.87%		0
General Operating Fund								
BOKF 4.879 3/28/2024		3/30/2023	8,002,139.10	100.00	8,002,139.10	0.66%	NR	363
CDARS2983	8,002,139.10	4.88	8,002,139.10	4.88	0.00	0.00	NR	0.98
FHLB 4.625 11/1/2023		11/1/2022	5,002,170.00	99.84	4,992,006.00	0.41%	S&P-AA+	215
3130ATTH0	5,000,000.00	4.58	5,001,278.22	4.90	96,354.17	-9,272.22	None	0.57
FICA MM		2/8/2016	3,570,685.87	100.00	3,570,685.87	0.29%	NR	1
FICA9057-GO	3,570,685.87	4.56	3,570,685.87	4.56		0.00	NR	0
FNMA 0.25 7/10/2023		10/28/2022	4,852,750.00	98.87	4,943,428.00	0.41%	S&P-AA+	101
3135G05G4	5,000,000.00	4.57	4,941,677.45	4.41	2,812.50	1,750.55	Moody's-Aaa	0.28

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 3/31/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
LOGIC LGIP		9/25/2014	172,124,458.07	100.00	172,124,458.07	14.18%	NR	1
LOGIC13001	172,124,458.07	4.82	172,124,458.07	4.82		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/18/2022	3,975.37	100.00	3,975.37	0%	NR	1
PFM-1265-03	3,975.37	4.84	3,975.37	4.84		0.00	NR	0
Texas CLASS LGIP		5/31/2010	136,891,779.19	100.00	136,891,779.19	11.28%	S&P-AA+	1
TXCLASS0001	136,891,779.19	4.86	136,891,779.19	4.86		0.00	NR	0
TexPool LGIP		6/30/2010	55,565,306.58	100.00	55,565,306.58	4.58%	S&P-AA+	1
TEXPOOL00001	55,565,306.58	4.61	55,565,306.58	4.61		0.00	NR	0
TexStar LGIP		5/31/2010	172,648,135.78	100.00	172,648,135.78	14.23%	S&P-AA+	1
TEXSTAR11110	172,648,135.78	4.61	172,648,135.78	4.61		0.00	NR	0
TEXTERM 3.67 8/11/2023		8/15/2022	10,001,893.12	100.00	10,001,893.12	0.82%	NR	133
TEXTERM1265-03	10,001,893.12	3.67	10,001,893.12	3.67	230,438.06	0.00	NR	0.36
			568,663,293.08		568,743,807.08	46.86%		11
Sub Total General Operating Fund	568,808,373.08	4.72	568,751,328.75	4.72	329,604.73	-7,521.67		0.03
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,848,504.98	100.00	10,848,504.98	0.89%	NR	1
LOGIC13003	10,848,504.98	4.82	10,848,504.98	4.82		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/21/2022	19,074.32	100.00	19,074.32	0%	NR	1
PFM-1265-04	19,074.32	4.84	19,074.32	4.84		0.00	NR	0
Texas CLASS LGIP		5/31/2010	16,535,240.21	100.00	16,535,240.21	1.36%	S&P-AA+	1
TXCLASS0003	16,535,240.21	4.86	16,535,240.21	4.86		0.00	NR	0
TexStar LGIP		5/31/2010	21,044,987.71	100.00	21,044,987.71	1.73%	S&P-AA+	1
TEXSTAR33330	21,044,987.71	4.61	21,044,987.71	4.61		0.00	NR	0
TEXTERM 5.07 7/24/2023		11/25/2022	6,000,000.00	100.00	6,000,000.00	0.49%	NR	115
TEXTERM1265-042	6,000,000.00	5.07	6,000,000.00	5.07	106,470.00	0.00	NR	0.32

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 3/31/2023

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
TEXTERM 5.32 11/22/2023		2/27/2023	10,180,000.00	100.00	10,180,000.00	0.84%	NR	236
TEXTERM1265-043	10,180,000.00	5.32	10,180,000.00	5.32	51,148.84	0.00	NR	0.64
Sub Total Interest & Sinking Debt Service Fund	64,627,807.22	4.86	64,627,807.22	4.86	157,618.84	0.00		0.13
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	24,054,422.53	100.00	24,054,422.53	1.98%	NR	1
LOGIC13007	24,054,422.53	4.82	24,054,422.53	4.82		0.00	NR	0
Sub Total Real Estate Proceeds	24,054,422.53	4.82	24,054,422.53	4.82	24,054,422.53	1.98%		1
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.37	20,725.38	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-2,720.62	NR	
Texas CLASS LGIP		4/24/2014	574,675.86	100.00	574,675.86	0.05%	S&P-AA+	1
TXCLASS0008	574,675.86	4.86	574,675.86	4.86		0.00	NR	0
Sub Total Scholarships	576,887.75	4.86	598,121.86	4.86	595,401.24	0.05%		1
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	361,523.74	100.00	361,523.74	0.03%	NR	1
TXCLASS0010	361,523.74	4.86	361,523.74	4.86		0.00	NR	0
Sub Total Student Activity Funds	361,523.74	4.86	361,523.74	4.86	361,523.74	0.03%		1
TOTAL PORTFOLIO	1,213,656,231.90	4.79	1,213,620,421.68	4.80	900,608.01	-10,242.29		0.03

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
APRIL 30, 2023**

BACKGROUND:

The 2022-2023 General Fund was initially adopted on June 28, 2022. During the month of April 30, 2023, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended April 30, 2023
2. Decline to Approve Budget Amendment for the Period Ended April 30, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended April 30, 2023

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

**General Fund
Budget Amendment
2022-2023**

	Consolidated General Fund 2022-2023 Amended Budget 3/31/2023	Adjustments	Consolidated General Fund 2022-2023 Amended Budget 4/30/2023
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	528,465,139	\$0	\$528,465,139
5800 State Revenue	258,456,115	0	258,456,115
5900 Federal Revenue	30,751,501	0	30,751,501
7900 Other Sources	3,000,000	0	3,000,000
Total Revenue & Other Sources	\$820,672,755	\$0	\$820,672,755
<u>EXPENDITURES</u>			
11 Instruction	\$463,874,645	\$5,374,951	\$469,249,596
12 Instruction Resources and Media Services	\$12,611,127	(\$416)	\$12,610,711
13 Curriculum and Instructional Staff Development	\$13,128,740	\$5,153	\$13,133,893
21 Instructional Administration	\$17,349,272	(\$1,336)	\$17,347,936
23 School Administration	\$52,215,808	(\$27,915)	\$52,187,893
31 Guidance and Counseling Services	\$48,410,439	(\$147,899)	\$48,262,540
32 Social Work Services	\$5,164,352	(\$117,666)	\$5,046,686
33 Health Services	\$12,107,534	\$8,167	\$12,115,701
34 Student Transportation	\$39,149,044	(\$29,481)	\$39,119,563
35 Food Services	\$562,024	\$7,920	\$569,944
36 Cocurricular/Extracurricular Activities	\$19,949,477	\$38,434	\$19,987,911
41 General Administration	\$24,590,385	\$127,909	\$24,718,294
51 Plant Maintenance and Operations	\$101,165,372	(\$3,852,724)	\$97,312,648
52 Security and Monitoring Services	\$13,635,142	\$14,913	\$13,650,055
53 Data Processing Services	\$32,085,819	(\$1,376,580)	\$30,709,239
61 Community Services	\$5,325,868	(\$26,191)	\$5,299,677
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,654,656	\$2,761	\$9,657,417
95 Payments to Juvenile Justice Alt Ed Program	\$97,629	\$0	\$97,629
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,891,000	\$0	\$2,891,000
Total Budgeted Expenditures	\$876,968,333	\$0	\$876,968,333
Total Deficit	(\$56,295,578)	\$0	(\$56,295,578)
Beginning Fund Balance (Audited)	351,232,352		351,232,352
Fund Balance-Ending (Unaudited)	\$294,936,774	\$0	\$294,936,774

April 30, 2023 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199-transfer from functions 51 and 53 for student device replacement for all middle schools	5,469,565		
	Fund 198-transfer to function 51 playground equipment		115,940	
	Campus/Dept. normal course of District operations	21,326		
	Overall effect on Function 11	5,490,891	115,940	5,374,951
12	Campus/Dept. normal course of District operations		416	
	Overall effect on Function 12	0	416	(416)
13	Campus/Dept. normal course of District operations	5,153		
	Overall effect on Function 13	5,153	0	5,153
21	Campus/Dept. normal course of District operations		1,336	
	Overall effect on Function 21	0	1,336	(1,336)
23	Campus/Dept. normal course of District operations		27,915	
	Overall effect on Function 23	0	27,915	(27,915)
31	Fund 199-transfer to function 11 and 13 for Bilingual staff conferencetravel and student transportation for summer school		50,000	
	Fund 199-transfer to function 13 for reading materials for Dual Language teachers		14,679	
	Campus/Dept. normal course of District operations		83,220	
	Overall effect on Function 31	0	147,899	(147,899)
32	Fund 199-transfer to function 41 to pay legal service fees		116,120	
	Campus/Dept. normal course of District operations		1,546	
	Overall effect on Function 32	0	117,666	(117,666)
33	Campus/Dept. normal course of District operations	8,167		
	Overall effect on Function 33	8,167	0	8,167
34	Campus/Dept. normal course of District operations		29,481	
	Overall effect on Function 34	0	29,481	(29,481)
35	Campus/Dept. normal course of District operations	7,920		
	Overall effect on Function 35	7,920	0	7,920
36	Campus/Dept. normal course of District operations	38,434		
	Overall effect on Function 36	38,434	0	38,434
41	Fund 199-transfer from function 32 to pay legal service fees	116,120		
	Campus/Dept. normal course of District operations	11,789		
	Overall effect on Function 41	127,909	0	127,909
51	Fund 199-transfer to function 11 for student device replacement for all middle schools		3,549,382	
	Fund 199-transfer to function 53 for student device repairs and distribution services		250,139	
	Fund 198-transfer from function 11 for playground equipment	115,940		
	Fund 199-transfer to function 53 for renewal of private long-term evolution network to support core infrastructure and maintenance		159,000	
	Campus/Dept. normal course of District operations		10,143	
	Overall effect on Function 51	115,940	3,968,664	(3,852,724)
52	Campus/Dept. normal course of District operations	14,913		
	Overall effect on Function 52	14,913	0	14,913
53	Fund 199-transfer to function 11 . This is a corection entry for student device replacement for all middle schools.		1,920,183	
	Fund 199-transfer from function 53 for student device repairs and distribution services	250,139		
	Fund 199-transfer from function 13 for Information Technology advisory services	92,000		
	Fund 199-transfer from function 51 for renewal of private long-term evolution network to support core infrastructure and maintenance	159,000		
	Campus/Dept. normal course of District operations	42,464		
	Overall effect on Function 53	543,603	1,920,183	(1,376,580)
61	Campus/Dept. normal course of District operations		26,191	
	Overall effect on Function 61	247	26,191	(26,191)

April 30, 2023 Budget Amendment		Increase	Decrease	Net Effect
81	Campus/Dept. normal course of District operations	2,761		
	Overall effect on Function 81	2,761	0	2,761
	Total	6,355,691	6,355,691	0

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2022-2023 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	8/31/2022	ADD/ SUBTRACT	9/30/2022	ADD/ SUBTRACT	10/31/2022	ADD/ SUBTRACT	11/30/2022
Revenue and Other Sources									
5700 Local Revenue	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032
5800 State Revenue	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145
5900 Federal Revenue	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955
7900 Other Sources	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000
Total Revenue & Other Sources	\$779,132,132	\$ -	\$779,132,132	\$ -	\$779,132,132	\$ -	\$779,132,132	\$ -	\$779,132,132
Expenditures									
11 Instruction	\$ 451,199,513	\$835,642	452,035,155	\$ 6,046,650	\$ 458,081,805	\$ (224,829)	\$ 457,856,976	\$ (210,168)	\$ 457,646,808
12 Instructional Resources and Media Services	12,453,876	67,314	12,521,190	157,758	12,678,948	300	12,679,248	1,070	12,680,318
13 Curriculum and Instructional Staff Developm	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276	12,023	11,797,299
21 Instructional Administration	15,604,617	-	15,604,617	1,265,930	16,870,547	24,165	16,894,712	165,129	17,059,841
23 School Administration	52,130,748	-	52,130,748	25,801	52,156,549	32,433	52,188,982	2,351	52,191,333
31 Guidance and Counseling Services	48,301,359	-	48,301,359	(188,515)	48,112,844	(1,681)	48,111,163	(4,908)	48,106,255
32 Social Work Services	5,160,819	-	5,160,819	31,170	5,191,989	(1,000)	5,190,989	(1,230)	5,189,759
33 Health Services	11,801,053	-	11,801,053	500	11,801,553	300	11,801,853	2,500	11,804,353
34 Student Transportation	24,581,334	1,055,089	25,636,423	16,072,454	41,708,877	(80,000)	41,628,877	(2,809,833)	38,819,044
35 Food Services	472,192	-	472,192	4,000	476,192	169,000	645,192	-	645,192
36 Cocurricular/Extracurricular Activities	19,090,722	-	19,090,722	562,388	19,653,110	44,782	19,697,892	8,628	19,706,520
41 General Administration	23,664,497	-	23,664,497	90,400	23,754,897	(575)	23,754,322	176,920	23,931,242
51 Plant Maintenance and Operations	93,406,299	3,990,453	97,396,752	945,202	98,341,954	305,863	98,647,817	2,685,018	101,332,835
52 Security and Monitoring Services	12,966,454	-	12,966,454	1,068,694	14,035,148	-	14,035,148	500	14,035,648
53 Data Processing Services	25,719,627	6,729,553	32,449,180	(65,468)	32,383,712	(251,568)	32,132,144	-	32,132,144
61 Community Services	5,275,169	-	5,275,169	(27,870)	5,247,299	540	5,247,839	(135,000)	5,112,839
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	97,629	1,483,286	1,580,915	(72,329)	1,508,586	-	1,508,586	8,013,374	9,521,960
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	97,629	97,629	-	97,629	-	97,629
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
Total Budgeted Expenditures	\$819,514,451	14,161,337	\$ 833,675,788	26,228,857	\$ 859,904,645	(0)	\$ 859,904,645	7,906,374	\$ 867,811,019
Total Deficit	\$ (40,382,319)	(14,161,337)	\$ (54,543,656)	(26,228,857)	\$ (80,772,513)	0	\$ (80,772,513)	(7,906,374)	\$ (88,678,887)
Fund Balance- Beginning (Audited)	351,232,352	-	351,232,352	-	351,232,352	-	351,232,352	-	351,232,352
Fund Balance - Ending (Unaudited)	\$310,850,033	(\$14,161,337)	\$296,688,696	(\$26,228,857)	\$270,459,839	\$0	\$270,459,839	(\$7,906,374)	\$262,553,465



Fort Worth
INDEPENDENT SCHOOL DISTRICT

	ADD/ SUBTRACT	12/31/2022	ADD/ SUBTRACT	1/31/2023	ADD/ SUBTRACT	2/28/2023	ADD/ SUBTRACT	3/31/2023	ADD/ SUBTRACT	4/30/2023
\$	-	\$485,767,032	\$42,698,107	\$528,465,139		\$528,465,139		\$528,465,139		\$528,465,139
\$	-	\$260,945,145	(\$2,489,030)	\$258,456,115		\$258,456,115		\$258,456,115		\$258,456,115
\$	-	\$29,419,955	\$1,331,546	\$30,751,501		\$30,751,501		\$30,751,501		\$30,751,501
\$	-	\$3,000,000		\$3,000,000		\$3,000,000		\$3,000,000		\$3,000,000
\$	-	779,132,132	\$ 41,540,623	820,672,755		820,672,755		820,672,755		820,672,755
\$	(537,823)	\$ 457,108,985	\$ 7,373,774	\$ 464,482,759	\$ (397,215)	\$ 464,085,544	\$ (210,899)	\$ 463,874,645	\$ 5,376,951	\$ 469,251,596
	(7,358)	12,672,960	(53,412)	12,619,548	(14,340)	12,605,208	5,919	12,611,127	(416)	12,610,711
	44,963	11,842,262	1,247,613	13,089,875	(840)	13,089,035	39,705	13,128,740	2,653	13,131,393
	155,130	17,214,971	114,042	17,329,013	(33,755)	17,295,258	54,014	17,349,272	664	17,349,936
	32,160	52,223,493	14,233	52,237,726	28,207	52,265,933	(50,125)	52,215,808	(28,915)	52,186,893
	94,526	48,200,781	208,193	48,408,974	(8,207)	48,400,767	9,672	48,410,439	(148,399)	48,262,040
	(30)	5,189,729	(31,477)	5,158,252	6,400	5,164,652	(300)	5,164,352	(117,666)	5,046,686
	-	11,804,353	(59,414)	11,744,939	(46,367)	11,698,572	408,962	12,107,534	8,167	12,115,701
	300,000	39,119,044	-	39,119,044	-	39,119,044	30,000	39,149,044	(29,481)	39,119,563
	3,400	648,592	(1,111)	647,481	1,753	649,234	(87,210)	562,024	7,920	569,944
	29,302	19,735,822	33,984	19,769,806	104,098	19,873,904	75,573	19,949,477	38,434	19,987,911
	132,560	24,063,802	250,000	24,313,802	24,083	24,337,885	252,500	24,590,385	127,909	24,718,294
	(455,789)	100,877,046	95,787	100,972,833	303,516	101,276,349	(110,977)	101,165,372	(3,852,724)	97,312,648
	-	14,035,648	932	14,036,580	376	14,036,956	(401,814)	13,635,142	14,913	13,650,055
	90,064	32,222,208	(35,830)	32,186,378	(183,559)	32,002,819	83,000	32,085,819	(1,376,580)	30,709,239
	32,393	5,145,232	-	5,145,232	169,656	5,314,888	10,980	5,325,868	(26,191)	5,299,677
	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
	86,502	9,608,462	-	9,608,462	46,194	9,654,656	-	9,654,656	2,761	9,657,417
	-	97,629	-	97,629	-	97,629	-	97,629	-	97,629
	-	-	-	-	-	-	-	-	-	-
		3,000,000		3,000,000	-	3,000,000	(109,000)	2,891,000	-	2,891,000
	0	\$ 867,811,019	9,157,314	\$ 876,968,333	\$ 0	\$ 876,968,333	\$ -	\$ 876,968,333	\$ -	\$ 876,968,333
	(0)	\$ (88,678,887)	32,383,309	\$ (56,295,578)	\$ (0)	\$ (56,295,578)	\$ -	\$ (56,295,578)	\$ -	\$ (56,295,578)
		351,232,352		351,232,352						
	(\$0)	\$262,553,465	\$32,383,309	\$294,936,774	(\$0)	(\$56,295,578)		(\$56,295,578)		(\$56,295,578)

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: APPROVE ADDITIONAL SPENDING AUTHORITY FOR
STRUCTURAL AND CIVIL ENGINEERING SERVICES FOR THE 2021
CAPITAL IMPROVEMENT PROGRAM (REQUEST FOR
QUALIFICATION [RFQ] #22-084)**

BACKGROUND:

On June 28, 2022, the Board of Education approved entering contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program (CIP). The CIP is requesting an additional \$75,000 in spending authority for these services for a new not-to-exceed total for these services of \$375,000.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for Structural and Civil Engineering Services in Conjunction with the 2021 Capital Improvement Program (Request for Qualification [RFQ] #22-084)
2. Decline to Approve Additional Spending Authority for Structural and Civil Engineering Services in Conjunction with the 2021 Capital Improvement Program (Request for Qualification [RFQ] #22-084)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Spending Authority for Structural and Civil Engineering Services in Conjunction with the 2021 Capital Improvement Program (Request for Qualification [RFQ] #22-084)

FUNDING SOURCE: *Additional Details*

CIP 2021	661-81-6629-O38-XXX-99-000-XXXXXX
	661-81-6629-T38-XXX-99-000-XXXXXX

COST:

Not-to-Exceed - \$375,000

VENDORS:

RLG Consulting Engineers
Simon Engineering & Consulting, Inc.*
Teague Nall and Perkins, Inc.

PURCHASING MECHANISM:

Not a Purchase
Bid Specifics-
RFQ 22-084
Firms Awarded- 3
HUB firms- 1

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program

RATIONALE:

Structural and Civil Engineering Services are necessary to support the 2021 Capital Improvement Program. Approval of additional spending authority will allow CIP to enter contracts for these services and will enable the District to address any additional need for these services as needed as part of the 2021 CIP projects.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR WEDGWOOD MIDDLE SCHOOL RENOVATIONS (REQUEST FOR QUALIFICATIONS [RFQ] #23-021) IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Qualifications (RFQ) to select, via a two (2) step process, a Construction Manager-at-Risk (CMAR) firm for the Wedgwood Middle School Renovation project with the following schedule of events:

First Advertisement	March 10, 2023
Second Advertisement	March 17, 2023
Pre-Proposal Conference	March 21, 2023
Deadline for Questions – 2:00 pm CST	March 24, 2023
Deadline to Receive Qualifications	April 4, 2023
Issue Step 2 to Short List	April 13, 2023
Receive Step 2	April 18, 2023
Interview Firms on Short List; Rank Submissions	April 20, 2023
Board Approval of CMAR Firm	May 23, 2023

The District received seven (7) Statements of Qualifications from the following Firms:

1. Cadence McShane Construction/Morales Construction JV*
2. Horus Construction Services, Inc./EJ Smith Construction JV*
3. Phillips/May Corporation*
4. Reeder General Contractors
5. Rogers-O’Brien/Chambers JV*
6. Sedalco, Inc./Post L Group JV*
7. Steele & Freeman, Inc.

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ.

Five (5) firms were selected to move on to the Step II process:

1. Cadence McShane Construction/Morales Construction JV*
2. Horus Construction Services, Inc./EJ Smith Construction JV*

3. Reeder General Contractors
4. Rogers-O'Brien/Chambers JV*
5. Sedalco, Inc./Post L Group JV*

Step II – The second step consisted of a Request for Proposal (RFP) process. The five (5) top ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (Proposals). One (1) of the five (5) declined to participate in the Step II submission as they had been recommended for two (2) other CMAR projects with Fort Worth ISD earlier. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the best value to the District and ranked as follows:

1. Cadence McShane Construction/Morales Construction JV*
2. Rogers-O'Brien/Chambers JV*
3. Horus Construction Services, Inc./EJ Smith Construction JV*
4. Reeder General Contractors

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Wedgwood Middle School Renovations (Request for Qualifications [RFQ] #23-021) in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Wedgwood Middle School Renovations (Request for Qualifications [RFQ] #23-021) in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Wedgwood Middle School Renovations (Request for Qualifications [RFQ] #23-021) in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:

Additional Details:

CIP 2021

661-81-6629-B39-060-99-000-060101

COST:

Not-to-Exceed - \$50,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 23-021

Number of Bid/Proposals Received: 7

Number of Compliant Bid/Proposals Received: 7

Joint Venture Firms: 4

HUB Firms: 5

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program

Wedgwood Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR FOREST OAK MIDDLE SCHOOL RENOVATIONS (REQUEST FOR QUALIFICATIONS [RFQ] #23-022) IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via a two (2) step process, a Construction Manager-at-Risk (CMAR) firm for the Forest Oak Middle School Renovation project with the following schedule of events:

First Advertisement	March 10, 2023
Second Advertisement	March 17, 2023
Pre-Proposal Conference	March 22, 2023
Deadline for Questions – 2:00 pm CST	March 24, 2023
Deadline to Receive Qualifications	April 4, 2023
Issue Step 2 to Short List	April 13, 2023
Receive Step 2	April 18, 2023
Interview Firms on Short List; Rank Submissions	April 19, 2023
Board Approval of CMAR Firm	May 23, 2023

The District received six (6) Statements of Qualifications from the following Firms:

1. Cadence McShane Construction/Morales Construction JV*
2. Con-Real*
3. Horus Construction Services, Inc./EJ Smith Construction JV*
4. Phillips/May Corporation*
5. Sedalco, Inc./Post L Group JV*
6. Steele & Freeman, Inc.

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ.

Five (5) firms were selected to move on to the Step II process:

1. Cadence McShane Construction/Morales Construction JV*
2. Con-Real*
3. Horus Construction Services, Inc./EJ Smith Construction JV*
4. Sedalco, Inc./Post L Group JV*

5. Steele & Freeman, Inc.

Step II – The second step consisted of a Request for Proposal (RFP) process. The five (5) top-ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (Proposals). Two (2) of the five (5) declined to participate in the Step II submission as they had been recommended for two (2) other CMAR projects with Fort Worth ISD. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the best value to the District and ranked as follows:

1. Horus Construction Services, Inc./EJ Smith Construction JV*
2. Steele & Freeman, Inc.

**Cadence McShane Construction/Morales Construction JV* - was the highest-ranked supplier at the end of the evaluations, but opted to withdraw their proposal for this project.*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Forest Oak Middle School Renovations (Request for Qualifications [RFQ] #23-022) in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Forest Oak Middle School Renovations (Request for Qualifications [RFQ] #23-022) in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Forest Oak Middle School Renovations (Request for Qualifications [RFQ] #23-022) in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details:**

CIP 2021

661-81-6629-B39-045-99-000-045101

COST:

Not-to-Exceed - \$97,500

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 23-022

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 6

Joint Venture Firms: 3

HUB Firms: 5

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program

Forest Oak Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE ADDITIONAL SPENDING AUTHORITY FOR FURNITURE, FIXTURES AND EQUIPMENT FOR DIAMOND HILL-JARVIS HIGH SCHOOL JOB #004-502 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for renovations at Diamond Hill-Jarvis High School (Job #004-201 / Request for Qualifications [RFQ] #19-044) on January 22, 2019. The Furniture, Fixtures, and Equipment (FF&E) for this project is purchased in phases as the addition/renovations in specific areas are complete.

On February 25, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the Diamond Hill-Jarvis High School addition/renovation project in an amount not-to-exceed of \$1,074,150.

During the final phases of construction, there are additional FF&E purchases needed to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures, and Equipment for Diamond Hill-Jarvis High School in an amount not-to-exceed of \$33,000.

FF&E budgets were originally based on a percentage of the overall project, and a Board document was approved with a “Not to Exceed” amount. In this instance, the budget was not enough to cover all spaces/rooms that will be renovated. We are requesting additional money from the project to be moved to the FF&E budget so we can purchase furniture for the cafeteria that is to be renovated during the Betterment Project #004-502. The money will be transferred from areas within the existing project where funds are not needed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Diamond Hill-Jarvis High School Job #004-502 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Diamond Hill-Jarvis High School Job #004-502 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Diamond Hill-Jarvis High School Job #004-502 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017 671-81-XXXX-B43-004-99-000-004502

COST:

Not-to-Exceed - \$33,000

VENDOR:

Meteor Education, LLC – RFP #19-005

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid – Bid Summary / Evaluation

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

Capital Improvement Program
Diamond Hill-Jarvis High School

RATIONALE:

The purchase of FF&E is necessary for the renovated spaces at Diamond Hill-Jarvis High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE CHANGE ORDER NO. 1 FOR CONSTRUCTION AT SOUTH HILLS HIGH SCHOOL WITH STEELE & FREEMAN/POST L JV IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM JOB NO. 003-102 (CONSTRUCTION MANAGER AT RISK [CMAR] REQUEST FOR QUALIFICATIONS [RFQ] #19-104)

BACKGROUND:

On July 16, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager at Risk, Steele & Freeman/Post L JV, for pre-construction services for Job No. 011-211 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #19-104), South Hills High School.

On August 13, 2019, the Board of Education (BOE) approved the authorization to negotiate and enter a contract with a Construction Manager at Risk, Steele & Freeman/Post L JV, for a GMP for construction services for Job No. 011-211 (CMAR RFQ #19-104), South Hills High School.

This Change Order will provide additional funds for Betterment projects that include new special needs classrooms, convert existing space for a new GO Center, repair/replace existing paving once portables are removed, expand the Career and Technical Education (CTE) welding lab, and miscellaneous upgrades to existing restrooms throughout the building.

<u>Board Date</u>	<u>Item</u>	<u>Activity</u>	<u>Remaining</u>
July 17, 2018	Initial Scope	\$39,900,000.00	\$39,900,000.00
April 9, 2019	Escalation	\$2,730,000.00	\$42,630,000.00
July 16, 2019	Pre-Construction	(\$20,958.00)	\$42,609,042.00
August 13, 2019	GMP	(\$42,609,042.00)	\$0.00
May 23, 2023	Change Order No. 1	\$510,000.00	
<u>Total</u>		\$43,119,042.00	

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Change Order No. 1 for Construction at South Hills High School with Steele & Freeman/Post L JV In Conjunction with the 2017 Capital Improvement Program Job No. 011-211 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #19-104)
2. Decline to Approve Change Order No. 1 for Construction at South Hills High School with Steele & Freeman/Post L JV In Conjunction with the 2017 Capital Improvement Program Job No. 011-211 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #19-104)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Change Order No. 1 for Construction at South Hills High School with Steele & Freeman/Post L JV In Conjunction with the 2017 Capital Improvement Program Job No. 011-211 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #19-104)

FUNDING SOURCE: **Additional Details**

CIP 2017 671-81-6629-B39-003-99-000-003102

COST:

Not-to-Exceed - \$510,000

VENDOR:

Steele & Freeman/Post L JV

PURCHASING MECHANISM:

Bid Specifics-

RFQ 19-104

Bids Recieved- STEP 1-11

Step 2- 4 Chosen

1 Awarded- HUB vendor

Competitive Solicitation

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
South Hills High School

RATIONALE:

Provide additional funds for Betterment projects that include new special needs classrooms, convert existing space for a new GO Center, repair/replace existing paving once portables are removed, expand the CTE welding lab, and miscellaneous upgrades to existing restrooms throughout the building.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RATIFICATION OF STUDENT INTERNET CONNECTIVITY LINES**

BACKGROUND:

On July 21, 2020, the Board of Trustees approved the purchase of student internet connectivity (hotspots) lines from T-Mobile in an amount not-to-exceed of \$2,400,000. The use of four (4) COVID-19 BANs (Billing Account Numbers) of 2,500 lines was contracted for a total of 10,000 hotspots. Originally, submitted by the School Leadership Division, the contract expired in July 2021. Due to the need for these services and after this contract period, T-Mobile continued to provide these services without an extended agreement, on a month-to-month basis. The District applied for funding through the Emergency Connectivity Fund (ECF) to support 5,000 hotspots for a total amount of \$1,200,000, for the period of service from July 2021 to July 2022. The District sent T-Mobile written notice of cancellation for all COVID-19 lines on October 31, 2022; however, some lines continued to be billed beyond the requested cancellation date. The District has met with T-Mobile to reconcile and settle the charges for this particular service. The following are the results of these meetings:

- T-Mobile anticipates ECF credits of \$1,185,803.18 to offset the charges for the services beyond July 23, 2021, through July 2022.
- T-Mobile agrees to credit for any lines of services billed after October 31, 2022 as well as for unused lines of service for the period of July 2021 through the last billing period.
- After reconciliation, the balance due from the District for the COVID BANs is \$452,794.31.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Student Internet Connectivity Lines
2. Decline to Approve Ratification of Student Internet Connectivity Lines
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Student Internet Connectivity Lines

FUNDING SOURCES: **Additional Details**

General Fund 199-51-6256-800-999-99-423-000000
ECF 289-51-6256-ECF-999-99-423-000000

COST:

General Fund.....\$452,794.31
ECF.....\$1,185,803.18
Total.....\$1,638,597.49

VENDOR:

T-Mobile

PURCHASING MECHANISM:

Emergency Purchases

There are three (3) source documents that support emergency purchases. The first is from the EDGAR 2 CFR 200.320(f)(2). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH LOCAL. This purchase is in accordance with 2 CFR 200.318(e) and Texas Education Code Section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Texas Department of Information Resources (DIR) contract DIR-TSO-3420.

Purchasing Support Documents Needed:

See original documentation approved on July 21, 2020

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

All Campuses

RATIONALE:

The ratification for services rendered is necessary to allow the District to pay for those services that were actually used by students.

INFORMATION SOURCES:

Carmen Arrieta-Candelaria
Marlon Shears

T-Mobile – Fort Worth ISD
Review of Charges & Credits
April 28, 2023

Presented to
Carmen Arrieta-Candelaria
Marlon Shears

Presented by
Barbara Wooldridge
Catherine Espinal

Situational Overview

- Four COVID 19 BANs of 2,500 lines each originated in July 2020 for a 12-month term.
- After the initial 12-month term, service continued month-to-month.
- FWISD applied for ECF to support 5,000 hotspots for a total award of \$1,200,000, with service term ending July 2022.
- T-Mobile anticipates ECF credits will total **\$1,185,803.18**.
- FWISD provided written notice of cancellation for all COVID lines 10/31/22, however some lines continued to bill beyond the requested cancellation date.
- TMO agrees to credit the following charges
 - Charges billed beyond the requested termination date of 10/31/22
 - Charges for **unused lines of service**

Review of Charges & Credits for Services on COVID BANs

ECF BAN 969642489

ECF Charges generated August 2021 – July 2022	\$593,430.68
ECF Credits	\$593,430.68
Charges Billed Post ECF	\$208,584.75
Credit for lines of service billed after 10/31/22	\$ 46,116.13
Credit for unused lines of service	<u>\$127,504.60</u>
Total Credits to be applied	\$173,620.73
Balance due from FWISD for BAN 969642489	\$34,964.02

Review of Charges & Credits for Services on COVID BANs

ECF BAN 970364329

ECF Charges generated August 2021 – July 2022	\$592,372.50
ECF Credits	\$592,372.50
Charges Billed Post ECF8/17/22 – 1/17/23	\$205,993.82
Credit for lines of service billed after 10/31/22	\$45,343.03
Credit for unused lines of service	<u>\$124,561.15</u>
Total Credits to be applied	\$169,904.18
Balance due from FWISD for BAN 970364329	\$36,089.64

Review of Charges & Credits for Services on COVID BANs

Non-ECF BAN 969642610

Charges generated during billing period	\$802,212.60
Credit for lines of service billed after 10/31/22	\$46,124.98
Credit for unused lines of service	<u>\$569,959.66</u>
Total Credits to be applied	\$616,084.64
Balance due from FWISD for BAN 969642610	\$186,127.96

Review of Charges & Credits for Services on COVID BANs

Non-ECF BAN 969642443

Charges generated during billing period	\$799,244.09
Credit for lines of service billed after 10/31/22	\$45,605.28
Credit for unused lines of service	<u>\$558,026.12</u>
Total Credits to be applied	\$603,631.40
Balance due from FWISD for BAN 969424443	\$195,612.69

Summary Charges & Credits for Services on COVID BANs

Total Charges	\$2,016,035.26
Total T-Mobile Credits	\$1,563,240.95
Credits for lines of service billed after 10/31/22	\$183,189.42
Credits for unused lines of service:	<u>\$1,380,051.53</u>
Total credits to be applied	\$1,563,240.95
Balance due from FWISD for COVID BANs	\$452,794.31

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RATIFICATION OF ADDITIONAL EXPENDITURES FOR ALTERNATIVE SHUTTLE SERVICES**

BACKGROUND:

On August 23, 2022, the Board approved the alternative shuttle services. The amount presented in August 2022 was for an amount not-to-exceed of \$500,000. During that time, the number of students was projected at 32 and that number has increased to 100 students. The District is requesting additional funds in the amount of \$500,000 to finish the school year, which will total the amount to \$1,000,000 for the 2023 school year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Additional Expenditures for Alternative Shuttle Services
2. Decline to Approve Ratification of Additional Expenditures for Alternative Shuttle Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Additional Expenditures for Alternative Shuttle Services

FUNDING SOURCE: **Additional Details**

General Fund 199-34-6299-001-999-99-434-000000

COST:

Additional Not-to-Exceed \$500,000 (*Total \$1,000,000*).
(*Original Not-to-Exceed \$500,000 was approved on August 23, 2022.*)

VENDOR:

EverDriven(ALC Schools)

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Omnia – Contract #R190401

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

All Campuses

RATIONALE:

The approval of this shuttle service will support the transportation needs of the McKinney Vento students.

INFORMATION SOURCE:

Karen Molinar

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

This First Amendment to the Agreement for the Provision of Alternative Transportation Solutions ("Amendment"), effective as of the date of execution below, is made part of the Agreement for the Provision of Alternative Transportation Solutions ("Agreement") dated September 27, 2021, by and between EverDriven Technologies, LLC, formerly known as ALC Schools, LLC. ("Contractor"), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (the "District"). The Contractor and the District will be collectively referred to as the "Parties."

RECITALS:

- A. The Contractor and the District entered into the Agreement through the Contractor's agreement with OMNIA Partners, Contract No. R190401, dated September 27, 2021. Words and phrases as used in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise defined herein. While not attached hereto, the provisions of the Agreement are incorporated herein by this reference.
- B. The District and the Contractor now desire to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the Parties, for good consideration, agree to make the following changes and/or additions to the Agreement outlined below.

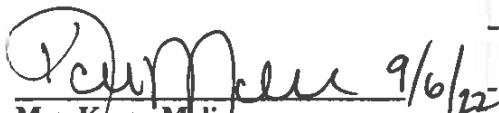
- 1. As allowed by Section 2 of the Agreement, the term of the Agreement is renewed for a successive twelve (12) month term; the First Renewal Term. As such, the term of the Agreement is extended to June 30, 2023.
- 2. The table included in the Fee Schedule of Attachment 1 of the Agreement is replaced with the revised Fees for Service table included in Attachment 1A, below.
- 3. If the Agreement is further renewed, by a mutual written agreement, the Fees may be subject to a three percent (3%) annual increase.


Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment.

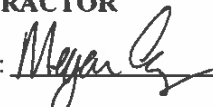
DISTRICT

AA
07/21/22


Mrs. Karen Molinar 9/6/22
Interim Superintendent of Schools

Signed: 
Name: Joseph Coburn
Title: Chief of District Operations
Date: 9/9/2022

CONTRACTOR

Signed: 
Date: 7/9/2022
Name: Megan Carey
Title: Chief Development Officer

**Attachment 1A
22 – 23 Fees for Service**

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$68.25
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$30.00
No Show or Late Cancel	Full Price of Trip

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: APPROVE PURCHASE OF SCHOOL SUPPLIES FOR
ELEMENTARY SCHOOLS FOR STUDENTS ENROLLED FOR THE
2023 - 2024 SCHOOL YEAR**

BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2020, and included Elementary and Secondary School Emergency Relief (ESSER) III Funds for K-12 schools. ESSER III funds will provide school districts with emergency funds to address the impact of the COVID-19 pandemic on schools. The District engaged in meaningful consultation with stakeholders and after providing the public with opportunities to provide input, the District has developed a plan that includes providing all items from the 2023 - 2024 Elementary School Supply List to all elementary students enrolled in FWISD schools. This will ensure that every child, regardless of income level, will have immediate access to the tools needed for instruction on the first day of school. It is expected that this initiative will reduce the impact of returning to school and promote student enrollment and participation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of School Supplies for Elementary Schools for Students Enrolled for the 2023 - 2024 School Year
2. Decline to Approve Purchase of School Supplies for Elementary Schools for Students Enrolled for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of School Supplies for Elementary Schools for Students Enrolled for the 2023 - 2024 School Year

FUNDING SOURCE: *Additional Details*

Special Revenue 282-11-6399-05Y-XXX-24-950-000000-22F32

COST:

\$2,105,113.01

VENDOR:

Educational Products, Inc.

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 23-118

Number of Bid/Proposals received: 7

HUB Firms: 1

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

Competitive Solicitation

PARTICIPATING SCHOOL/DEPARTMENTS:

A.M. Pate Elementary	Alice Carlson Elementary	Alice D. Contreras Elementary
Atwood McDonald Elementary	Benbrook Elementary	Bill J. Elliott Elementary
Bonnie Brae Elementary	Boulevard Heights Elementary	Bruce Shulkey Elementary
Burton Hill Elementary	Carroll Peak Elementary	Carter Park Elementary
Cesar Chavez Elementary	Charles E. Nash Elementary	Christene C. Moss Elementary

Clifford Davis Elementary	The Leadership Academy at Como Elementary	D. McRae Elementary
Daggett Montessori	Daggett Elementary	David K. Sellars Elementary
De Zavala Elementary	Diamond-Hill Elementary	Dolores Huerta Elementary
East Handley Elementary	Eastern Hills Elementary	Edward J. Briscoe Elementary
George C. Clarke Elementary	Glen Park Elementary	Greenbriar Elementary
H.V. Helbing Elementary	Harlean Beal Elementary	Hazel Harvey Peace Elementary
Hubbard Heights Elementary	J.T. Stevens Elementary	The Leadership Academy at John T. White ES
Lily B. Clayton Elementary	Lowery Road Elementary	Luella Merrett Elementary
M.G. Ellis Elementary	M.H. Moore Elementary	Manuel Jara Elementary
Mary Louise Phillips Elementary	The Leadership Academy at Maude I. Logan Elementary	Maudrie M. Walton Elementary
Meadowbrook Elementary	Milton L. Kirkpatrick Elementary	The Leadership Academy at Mitchell Blvd Elementary
Morningside Elementary	Natha Howell Elementary	North Hi Mount Elementary
Oakhurst Elementary	Oaklawn Elementary	Overton Park Elementary
Richard J. Wilson Elementary	Ridglea Hills Elementary	Riverside Applied Learning Center (ALC)
Rolling Hills Elementary	Rosemont Elementary	Rufino Mendoza Elementary

S.S. Dillow Elementary	Sagamore Hill Elementary	Sam Rosen Elementary
Seminary Hills Park Elementary	South Hi Mount Elementary	South Hills Elementary
Springdale Elementary	Sunrise-McMillian Elementary	T.A. Sims Elementary
Tanglewood Elementary	Van Zandt-Guinn Elementary	Versia L. Williams Elementary
W.J. Turner Elementary	W.M. Green Elementary	Washington Heights Elementary
Waverly Park Elementary	West Handley Elementary	Westcliff Elementary
Westcreek Elementary	Western Hills Elementary	Western Hills Primary
Westpark Elementary	Woodway Elementary	Worth Heights Elementary

RATIONALE:

Purchasing school supplies for all elementary students before the first day of school, August 14, 2023, will reduce the impact of returning to school and promote the increase in student enrollment and participation.

INFORMATION SOURCES:

Jerry Moore
 Marcey Sorensen

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: **APPROVE PURCHASE OF STATE ADOPTED SCIENCE
INSTRUCTIONAL MATERIALS****

BACKGROUND:

School districts adopt new materials in accordance with the timelines established by the State Board of Education (SBOE) and the Texas Education Agency (TEA). The District last purchased state adopted Science materials as part of Proclamation 2015. Included in the purchase were physical textbooks and digital licenses for students and teachers. The eight (8) year contracts for those materials have expired and an extension to materials currently in adoption needs to be purchased for one (1) more year until Proclamation 2024 occurs.

Purchases authorized under this item will extend access to print, online textbooks, and program resources currently in adoption for use by grades Kindergarten - Grade 12 students and teachers. The authorization covers the 2023 - 2024 school year. All purchase orders issued will be on an annual basis.

Instructional materials proposed for purchase have been adopted by the SBOE or directly by the District. TEA establishes contracts with publishers of adopted materials to ensure their availability to districts at an agreed-upon cost. The terms and conditions of purchases proposed in this item are consistent with TEA requirements.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of State Adopted Science Instructional Materials
2. Decline to Approve Purchase of State Adopted Science Instructional Materials
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of State Adopted Science Instructional Materials

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6399-019-XXX-11-135-000000
 199-11-6321-019-XXX-11-135-000000
 199-11-6329-019-XXX-11-135-000000

COST:

\$1,618,950.94

VENDORS:

Cengage Learning.....\$3,300.00
Discovery Education.....\$6,300.00
HMH.....\$472,961.25
McGraw Hill.....\$236,856.93
Accelerate Learning Inc.....\$899,532.76

PURCHASING MECHANISMS:

Cengage Learning Inc.: Competitive Solicitation - *RFP# 23-088*
Discovery Education Inc.: The Interlocal Purchasing System - *Contract #220802*
Houghton Mifflin Harcourt Publishing CO: Competitive Solicitation - *RFP# 20-040*
McGraw-Hill Education Inc.: Competitive Solicitation - *RFP# 20-040*
Accelerate Learning Inc.: The Interlocal Purchasing System - *Contract #210301*

Purchasing Support Documents Needed:

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

District - Wide

RATIONALE:

A purchase extending access to currently adopted instructional materials ensures students have equitable access to instructional materials as outlined in the district’s curriculum plan and required by TEA.

INFORMATION SOURCE:

Marcey Sorensen



STEMscopes Quote

Quote/Invoice Number: 00085034
 Account Name: Fort Worth Independent School District
 Shipping Address: 100 N University Dr
 Fort Worth, Texas 76107-1360
 United States
 Contact Name: Shannon Hernandez

MAIL PAYMENTS TO:
 Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464

Created Date: 4/4/2023 Start Date: 6/10/2023
 Prepared By: Courtney Foreman

Description: STEMscopes Science
 K-5 Online and Print for 2023-2024

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Grade K Online	978-1-93662-099-9	K-5	3,518.00	1 Year	\$5.25	\$5.25	\$18,469.50
TX Grade K Online	978-1-93662-099-9	K-5	1,677.00	1 Year	\$5.25	\$5.25	\$8,804.25
TX Grade 1 Online	978-1-93662-096-2	K-5	3,600.00	1 Year	\$5.25	\$5.25	\$18,900.00
TX Grade 1 Online	978-1-93662-096-2	K-5	1,722.00	1 Year	\$5.25	\$5.25	\$9,040.50
TX Grade 2 Online	978-1-93662-097-5	K-5	3,522.00	1 Year	\$5.25	\$5.25	\$18,490.50
TX Grade 2 Online	978-1-93662-097-5	K-5	1,712.00	1 Year	\$5.25	\$5.25	\$8,988.00
TX Grade 3 Online	978-1-93662-096-8	K-5	3,437.00	1 Year	\$5.25	\$5.25	\$18,044.25
TX Grade 3 Online	978-1-93662-096-8	K-5	1,834.00	1 Year	\$5.25	\$5.25	\$9,628.50
TX Grade 4 Online	978-1-93662-095-1	K-5	3,409.00	1 Year	\$5.25	\$5.25	\$17,897.25
TX Grade 4 Online	978-1-93662-095-1	K-5	1,905.00	1 Year	\$5.25	\$5.25	\$10,001.25
TX Grade 5 Online	978-1-93662-094-4	K-5	3,488.00	1 Year	\$5.25	\$5.25	\$18,312.00
TX Grade 5 Online	978-1-93662-094-4	K-5	1,917.00	1 Year	\$5.25	\$5.25	\$10,064.25
TX Grade K Print Bundle -Streamlined	978-1-64168-632-7	K-5	5,195.00	1 Year	\$11.00	\$11.00	\$57,145.00
TX Grade K Print Bundle Spanish -Streamlined	978-1-64168-633-4	K-5	1,677.00	1 Year	\$11.00	\$11.00	\$18,447.00
TX Grade 1 Print Bundle -Streamlined	978-1-64168-590-0	K-5	5,322.00	1 Year	\$11.00	\$11.00	\$58,542.00
TX Grade 1 Print Bundle Spanish -Streamlined	978-1-64168-591-7	K-5	1,722.00	1 Year	\$11.00	\$11.00	\$18,942.00
TX Grade 2 Print Bundle -Streamlined	978-1-64168-596-2	K-5	5,236.00	1 Year	\$11.00	\$11.00	\$57,596.00
TX Grade 2 Print Bundle Spanish -Streamlined	978-1-64168-597-9	K-5	1,714.00	1 Year	\$11.00	\$11.00	\$18,854.00
TX Grade 3 Print Bundle -Streamlined	978-1-64168-602-0	K-5	5,271.00	1 Year	\$11.00	\$11.00	\$57,981.00
TX Grade 3 Print Bundle Spanish -Streamlined	978-1-64168-603-7	K-5	1,834.00	1 Year	\$11.00	\$11.00	\$20,174.00
TX Grade 4 Print Bundle -Streamlined	978-1-64168-608-2	K-5	5,314.00	1 Year	\$11.00	\$11.00	\$58,454.00
TX Grade 4 Print Bundle Spanish -Streamlined	978-1-64168-609-9	K-5	1,905.00	1 Year	\$11.00	\$11.00	\$20,955.00
TX Grade 5 Print Bundle -Streamlined	978-1-64168-614-3	K-5	5,405.00	1 Year	\$11.00	\$11.00	\$59,455.00
TX Grade 5 Print Bundle Spanish -Streamlined	978-1-64168-615-0	K-5	1,917.00	1 Year	\$11.00	\$11.00	\$21,087.00

STEMscopes Quote

Subtotal	\$634,272.25
Shipping	\$37,410.56
Order Total	\$671,682.81

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

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STEMscopes Quote

Quote/Invoice Number: 00092755
 Account Name: Fort Worth Independent School District
 Shipping Address: 100 N University Dr
 Fort Worth, Texas 76107-1360
 United States

MAIL PAYMENTS TO:

Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464
 Expiration Date: 7/11/2023

Created Date: 4/11/2023
 Prepared By: Courtney Foreman

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX HS Chemistry Online	978-1-93662-089-0	HS	8,000.00	1 Year	\$5.95	\$5.95	\$47,600.00
TX HS Physics Online	978-1-93662-088-3	HS	5,000.00	1 Year	\$5.95	\$5.95	\$29,750.00

Subtotal: \$77,350.00
 Shipping: \$0.00
 Order Total: \$77,350.00

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

STEMscopes Quote

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STEMscopes Quote

Quote/Invoice Number: 00088372
 Account Name: Fort Worth Independent School District
 Shipping Address: 100 N University Dr
 Fort Worth, Texas 76107-1360
 United States

MAIL PAYMENTS TO:

Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464
 Expiration Date: 7/11/2023

Created Date: 4/11/2023
 Prepared By: Courtney Foreman

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Grade 6 Online	978-1-93662-093-7	MS	5,297.00	1 Year	\$5.95	\$5.95	\$31,517.15
TX Grade 7 Online	978-1-93662-092-0	MS	5,100.00	1 Year	\$5.95	\$5.95	\$30,345.00
TX Grade 8 Online	978-1-93662-091-3	MS	5,424.00	1 Year	\$5.95	\$5.95	\$32,272.80
TX ReTEKS Grade 8 Online	978-1-63037-073-2	MS	24.00	1 Year	\$695.00	\$0.00	\$0.00

Subtotal: \$94,134.95
 Shipping: \$0.00
 Order Total: \$94,134.95

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

STEMscopes Quote

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STEMscopes Quote

Quote/Invoice Number: 00085923
 Account Name: Fort Worth Independent School District
 Shipping Address: 100 N University Dr
 Fort Worth, Texas 76107-1360
 United States
 Contact Name: Jessica Hilbert
 Created Date: 3/21/2023
 Prepared By: Courtney Foreman

MAIL PAYMENTS TO:
 Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464

Description: STEMscopes Biology + Biology ReTEKS

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX HS Biology Online	978-1-93662-090-6	HS	6,400.00	1 Year	\$5.95	\$5.95	\$38,080.00
TX ReTEKS HS Biology Online	978-1-63037-313-9A	HS	23.00	1 Year	\$795.00	\$795.00	\$18,285.00

Subtotal: \$56,365.00
 Shipping: \$0.00
 Order Total: \$56,365.00

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STEMscopes Quote

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Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Shannon Hernandez
shannon.hernandez@fwisd.org
(817) 871-2000

SALES REP INFORMATION:

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

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Mader Biology 1 year	\$16,980.93	(\$795.75)	\$16,185.18
PRODUCT TOTAL*	\$16,980.93	(\$795.75)	\$16,185.18
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$16,185.18

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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

QUOTE DATE: 04/23/2023

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE:

7/10/2023

QUOTE NUMBER: KJULI-04232023122810-001

ACCOUNT #: 411802
291

PAGE #:

1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
MADER BIOLOGY AP ED 2022 14E ONLINE STUDENT EDITION 1YR SUBSCRIPTION	978-1-26-432662-4	137	\$118.14	\$0.00	\$16,185.18
MADER BIOLOGY AP ED 2022 14E ONLINE TEACHER EDITION 1YR SUBSCRIPTION	978-1-26-432665-5	5	\$159.15	\$795.75	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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

QUOTE DATE: 04/23/2023

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE:

7/10/2023

QUOTE NUMBER: KJULI-04232023122810-001

ACCOUNT #: 411802
292

PAGE #:

2



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QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

CONTACT:

Shannon Hernandez
shannon.hernandez@fwisd.org
(817) 871-2000

VALUE OF ALL MATERIALS	\$16,980.93
FREE MATERIALS	(\$795.75)
PRODUCT TOTAL*	\$16,185.18
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$16,185.18

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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

QUOTE DATE: 04/23/2023 ACCOUNT NAME: Fort Worth Isd EXPIRATION DATE: 7/10/2023
QUOTE NUMBER: KJULI-04232023122810-001 ACCOUNT #: 411802 PAGE #: 3
293



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Confidential Price Quote (6392065)

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4/11/2023

Pricing on this Proposal Guaranteed: **10/5/2023**

Presented To: Jessica Hilbert 817.814.2610, jessica.hilbert@fwisd.org

Prepared By: Michael Bailey, (770) 841-3553, michael.bailey@cengage.com

SHIP TO: FT WORTH IND
SCHOOL DISTRICT
Jessica Hilbert
100 N UNIVERSITY DR
FORT WORTH, TX 76107
USA

BILL TO: FT WORTH IND
SCHOOL DISTRICT
Jessica Hilbert
100 N UNIVERSITY DR
FORT WORTH, TX 76107
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: SCI_AP_CHEM_PHY_Digital

Qty	Update Qty	Product	Price	Quoted Price	Total
80		OWLv2 for Chemistry AP Edition Update (1-year access) Zumdahl 10th Edition [K12, 2023] 9780357921425 / 0357921429	\$50.00	\$25.00	\$2,000.00
40		Physics for Scientists and Engineers, 10th, K12 WebAssign (1-year Access) Serway/Jewett 10th Edition [STM, 2019] 9781337708302 / 1337708305	\$50.00	\$25.00	\$1,000.00

Sub-Total: \$3,000.00
Processing Fee: \$300.00

TOTAL: \$3,300.00
Total Savings: \$3,000.00

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MARCH 2023

Raquel Gruver

RGruver@discoveryed.com | 361-673-5805

Discovery Education
www.DiscoveryEducation.com

PARTNERSHIP PROPOSAL

Introduction

We're excited you're considering partnering with Discovery Education to support continuity of learning for your students in and out of the classroom. We share your passion for promoting a culture of innovation, collaboration, and academic excellence, and we look forward to working with you to build an effective partnership that empowers every educator and supports the success of every learner with Discovery Education Science for Texas Techbook.

We're fully committed to helping leaders, schools, and teachers as they rise to meet new challenges and strive to maintain continuous learning, which includes enriching instruction, increasing engagement, and ensuring equitable access for *all* learners in all circumstances.

The following proposal shares the details of our specific strategy, and we look forward to the opportunity to work as your partner and accomplish these goals together.

About Discovery Education

Discovery Education is the worldwide edtech leader whose state-of-the-art digital platform supports learning wherever it takes place. Through our award-winning multimedia content, instructional supports, and innovative classroom tools, we are able to partner with districts, states and like-minded organizations to transform teaching and learning, empower educators with customized solutions, provide critical supports for our most vulnerable students, and create immersive equitable learning experiences to connect all students to the real world and position them for future success.

PARTNERSHIP PROPOSAL



Discovery Education Science Techbook is a dynamic and adaptable digital-first curriculum solution that sparks curiosity and drives active engagement in science with exclusive phenomena and interactive, high-quality content. Hands-on and virtual investigations, STEM activities bring the excitement of science to life, whether in person or at a distance. A variety of teacher supports are embedded throughout to save teachers time and support planning.

Partnership Investment Summary

Solutions	# of Students	Per Student Rates	*Investment
Discovery Education Science Techbook High School Earth & Space Science	900	\$7.00	\$6,300
Total 1 year license			\$6,300

*Pricing based on Term Dates: June 1, 2023 – May 30, 2024

Terms

1. Upon award of this proposal, Discovery Education will provide a Subscriber Agreement to Fort Worth ISD that must be signed before Discovery Education services will be provided.
2. This offer is valid for 90 days from April 10, 2023. The terms and conditions set forth herein shall not be binding on either party until such time as the parties enter into and execute a Subscriber Agreement.
3. Any rates, fees, or prices offered or proposed in connection with a multiple-year agreement are subject to the execution of a multiple-year agreement between FWISD

PARTNERSHIP PROPOSAL

and Discovery Education, such agreement not to include any right or option to terminate due to lack of funding or budget.

4. This proposal is for discussion purposes only. The terms contained herein are non-binding and nothing herein is intended to constitute an agreement between the parties. The terms herein are confidential and may not be disclosed without written consent of Discovery Education.
5. Hourly Professional Development Sessions are paid upfront and are due and payable 30 days after receipt of the invoice. If Subscriber fails to use all of the Hourly Professional Learning Sessions by the end of the Term, then Subscriber shall not be permitted to use the remaining sessions after the Term has ended. Any unused Sessions will not be refunded.

Your Discovery Education Team

Raquel Gruver
Partnerships Manager
RGruver@discoveryed.com
361-673-5805

Thank You!



Houghton Mifflin Harcourt

Proposal #008654011

Prepared For

Ft Worth Ind School District

100 N University Dr
Fort Worth TX 76107

Attention:

Shannon Hernandez
shannon.hernandez@fwisd.org

For the Purchase of:

HMD Science Fusion TX 6-8 2015

Prepared By
Melissa Floyd
melissa.floyd@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Shannon Hernandez
shannon.hernandez@fwisd.org
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Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 6					
Student					
1786076 9780358373414	2015 Texas ScienceFusion Basic Student Resource Package 1 Year Print/1 Year Digital Grade 6	c \$25.00	5,297	\$132,425.00	
Total for Student		\$132,425.00			
Teacher					
1535257 9780544068469	Holt McDougal ScienceFusion Texas Online Teacher Digital Management Center (1-year subscription) Grade 6 2015	c \$91.00			70
Total for Teacher		\$0.00			
Total for Grade 6		\$132,425.00			
Grade 7					
Student					
1786077 9780358373421	2015 Texas ScienceFusion Basic Student Resource Package 1 Year Print/1 Year Digital Grade 7	c \$25.00	5,100	\$127,500.00	
Total for Student		\$127,500.00			
Teacher					
1535258 9780544068476	Holt McDougal ScienceFusion Texas Online Teacher Digital Management Center (1-year subscription) Grade 7 2015	c \$91.00			68
Total for Teacher		\$0.00			
Total for Grade 7		\$127,500.00			
Grade 8					
Student					
1786078 9780358373438	2015 Texas ScienceFusion Basic Student Resource Package 1 Year Print/1 Year Digital Grade 8	c \$25.00	5,424	\$135,600.00	
Total for Student		\$135,600.00			
Teacher					
1535259 9780544068483	Holt McDougal ScienceFusion Texas Online Teacher Digital Management Center (1-year subscription) Grade 8 2015	c \$91.00			72
Total for Teacher		\$0.00			
Total for Grade 8		\$135,600.00			

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Chicago, IL 60693

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Shannon Hernandez
shannon.hernandez@fwisd.org
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orders@hnhco.com
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Proposal for Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade 9					
Student					
1548198 9780544148598	Holt McDougal Environmental Science Texas Online Interactive Student Edition (1-year subscription) 2013	\$12.00	1,713	\$20,556.00	
Total for Student				\$20,556.00	
Teacher					
1545446 9780544134942	Holt McDougal Environmental Science Texas Online Interactive Teacher Edition (1-year subscription) 2015	\$100.00			22
Total for Teacher				\$0.00	
<u>Total for Grade 9</u>				\$20,556.00	
Grade 10					
Student					
1536524 9780544076211	Holt McDougal Physics Texas Online Interactive Student Edition (1-year subscription) 2015	\$12.00	3,092	\$37,104.00	
Total for Student				\$37,104.00	
Teacher					
1536142 9780544073982	Holt McDougal Physics Texas Online Interactive Teacher Edition (1-year subscription) 2015	\$110.00			41
Total for Teacher				\$0.00	
<u>Total for Grade 10</u>				\$37,104.00	

<i>Total Savings:</i>	\$25,820.00
<i>Subtotal Purchase Amount:</i>	\$453,185.00
<i>Shipping & Handling:</i>	\$19,776.25

Total Cost of Proposal (PO Amount): **\$472,961.25**

****Please add proper sales tax to your order****

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Shannon Hernandez
shannon.hernandez@fwisd.org
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FAX: 800-269-5232

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Proposal for
Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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Total Cost of Proposal (PO Amount): \$472,961.25

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Fort Worth ISD	Fort Worth ISD
100 N University Dr	100 N University Dr
Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/22/2023

Proposal Expiration Date: 10/31/2023



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Shannon Hernandez
shannon.hernandez@fwisd.org

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FAX: 800-269-5232

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Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Jessica Hilbert
jessica.hilbert@fwisd.org
(817) 871-2000

SALES REP INFORMATION:

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

Section Summary	Value of All Materials	Free Materials	Product Subtotal
FWISD High School Science 1 year (8/1/2023 - 7/31/2023)	\$224,087.04	(\$4,211.04)	\$219,876.00
PRODUCT TOTAL*	\$224,087.04	(\$4,211.04)	\$219,876.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$219,876.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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

Comments:

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SEND ORDER TO:

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/10/2023

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE:

7/10/2023

QUOTE NUMBER: KJULI-04102023042654-001

ACCOUNT #: 411802

PAGE #:

1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
GLENCOE BIOLOGY TEXAS ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-665567-0	8000	\$10.98	\$0.00	\$87,840.00
GLENCOE BIOLOGY TEXAS ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-665569-4	123	\$16.98	\$2,088.54	*Free Materials
CHEMISTRY MATTER AND CHANGE TEXAS ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-665604-2	7000	\$16.98	\$0.00	\$118,860.00
CHEMISTRY MATTER AND CHANGE TEXAS ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-665604-2	107	\$16.98	\$1,816.86	*Free Materials
INTEGRATED PHYSICS AND CHEMISTRY TEXAS ESTUDENT EDITION 1 YEAR SUBSCRIPTION	978-0-07-666046-9	1200	\$10.98	\$0.00	\$13,176.00
INTEGRATED PHYSICS AND CHEMISTRY TEXAS ETEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-07-666047-6	18	\$16.98	\$305.64	*Free Materials

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QUOTE DATE: 04/10/2023

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7/10/2023

QUOTE NUMBER: KJULI-04102023042654-001

ACCOUNT #: 411802

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QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

CONTACT:

Shannon Hernandez
shannon.hernandez@fwisd.org
(817) 871-2000

VALUE OF ALL MATERIALS	\$219,876.00
FREE MATERIALS	(\$4,211.04)
PRODUCT TOTAL*	\$219,876.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$219,876.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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

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School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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

QUOTE DATE: 04/10/2023 ACCOUNT NAME: Fort Worth Isd EXPIRATION DATE: 7/10/2023
QUOTE NUMBER: KJULI-04102023042654-001 ACCOUNT #: 411802 PAGE #: 3
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**ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE PURCHASE OF HIGH-QUALITY INSTRUCTIONAL MATERIALS AND PROFESSIONAL LEARNING FOR ELEMENTARY LITERACY - COHORT 2

BACKGROUND:

For effective and sustainable implementation, professional development must directly prioritize classroom instruction and develop necessary capacity among key stakeholders—district leads, principals, instructional leaders/coaches, and teachers. It includes both training and coaching support over two years to develop the knowledge and skills of campus leaders, teachers, and staff who participated in the COVID Relief Instructional Materials Support Initiative (CRIMSI). The ELAR/SLAR kits provide these stakeholders with the tools and information needed to successfully continue implementation to ensure a coherent approach to literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 2
2. Decline to Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 2
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy - Cohort 2

FUNDING SOURCE: **Additional Details**

Special Revenue	282-21-6329-015-999-24-950-000155-22F32.....	\$2,254,767.84
Special Revenue	282-13-6299-015-999-24-950-000155-22F32.....	\$591,100.00

COST:

\$2,845,867.84

VENDOR:

Amplify

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Fort Worth ISD RFP Number: 22-121

Number of Bid/Proposals received: 10

HUB Firms: 2

Compliant Bids: 10

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Alice Contreras Elementary	Cesar Chavez Elementary	H.V. Helbing Elementary
Diamond Hill Elementary	W. J. Turner Elementary	Washington Heights Elementary
Daggett Elementary	Dolores Huerta Elementary	Sam Rosen Elementary
Kirkpatrick Elementary	Westcliff Elementary	Hazel Harvey Peace Elementary
Manuel Jara Elementary	M.H. Moore Elementary	Rufino Mendoza Elementary
De Zavala Elementary	A.M. Pate Elementary	Ridglea Hills Elementary
George C. Clarke Elementary	Overton Park Elementary	Sunrise McMillan Elementary
Van Zandt Guinn Elementary	Waverly Park Elementary	Tanglewood Elementary
Lily B. Clayton Elementary	Maudrie Walton Elementary	South Hi Mount Elementary
Burton Hill Elementary	Woodway Elementary	J. T. Stevens Elementary
Westcreek Elementary	Bruce Shulkey Elementary	Western Hills Primary
Western Hills Elementary	Luella Merrett Elementary	Edward J. Briscoe Elementary
T. A. Sims Elementary	Morningside Elementary	D McRae Elementary

S.S. Dillow Elementary	Christene C. Moss Elementary	Mary Louise Phillips Elementary
North Hi Mount Elementary	Carroll Peak Elementary	Richard J. Wilson Elementary
Seminary Hills Park Elementary	Worth Heights Elementary	South Hills Elementary
Greenbriar Elementary	Hubbard Heights Elementary	Benbrook Elementary
Westpark Elementary		

RATIONALE:

The professional development and kit packages are designed to support teachers, schools, students and district leaders. It draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services.

INFORMATION SOURCE:

Marcey Sorensen



Exhibit A

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-214521-2
Date: 4/4/2023
Expires On: 6/1/2023
(RFP 22-121)

Customer Contact Information

Darnisha Carreathers
Ft Worth Ind School District
8178142500
darnisha.carreathers@fwisd.org

Amplify Contact Information

Julie Godfrey
Account Executive
(817) 360-0527
jgodfrey@amplify.com

PD DESCRIPTION UNDER SEPARATE COVER

QUOTE #6

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Texas ELAR Special PD Package	1.00	\$591,100.00	\$591,100.00
TOTAL		\$591,100.00	\$591,100.00

GRAND TOTAL

\$591,100.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance

with FERPA or applicable state laws relating to PII, Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products. (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred. (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor

costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Fort Worth Independent School District (Cohort 2) 2023-24 Amplify Professional Development Proposal

Effective Implementation: Changing Practice

For effective and sustainable implementation, professional development must *directly prioritize classroom instruction* and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. **Professional development includes both training and coaching support** over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. **Training** equips stakeholders with the information and tools they need for a successful program implementation and initially, focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to literacy instruction. **Coaching** provides real-time context for application and skill building to develop effective habits of teaching that produce excellent student outcomes.

K-5 ELAR/SLAR

This professional development package is designed to support teachers, schools, and district leaders in effectively implementing Amplify Texas ELAR/SLAR. This professional development package draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services, which we recommend for large district-wide adoptions. Amplify would welcome the opportunity to partner with the district to further customize a professional development package to meet their individual needs.

The pricing for the professional development packages below is only applicable for a district-wide Amplify Texas ELAR/SLAR adoption. We welcome the opportunity to partner with Fort Worth ISD to customize the approach to professional development, and we will work with the District to finalize the support plan based on detailed conversations around implementation scale and budgetary constraints. Below is the recommended number of sessions, accommodating 30 participants per session.

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K-5 ELAR/SLAR	Delivery Method, Audience, and Session Title (Cohort 2)	Total Cost
Initial Implementation - All Sessions Onsite -	<u>Initial Training Sessions</u> (11) K-2 Comprehensive Texas ELAR Initial Trainings, 1 day (6) K-2 Comprehensive Texas SLAR Initial Trainings, 1 day (10) 3-5 Comprehensive Texas ELAR Initial Trainings, 1 day (6) 3-5 Comprehensive Texas SLAR Initial Trainings, 1 day (2) K-5 Initial Training for Leaders, ½ day (AM/PM) Partnership Support: Partner Consultations for District Leaders (ongoing, at least monthly)	\$35,200 \$19,200 \$32,000 \$19,200 \$3,200 \$25,000
Recommended Strengthening - All Sessions Onsite (Fall Sessions) (Fall/Spring Coaching)	<u>Strengthening/Coaching Training Sessions</u> (21) Texas ELAR K-2 Strengthening Training, ½ day (AM/PM Consecutive) (3) Texas SLAR K-2 Strengthening Training, ½ day (AM/PM Consecutive) (16) Texas ELAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive) (3) Texas SLAR 3-5 Strengthening Training, ½ day (AM/PM Consecutive) (2) Texas K-5 Leaders Strengthening Training, ½ day (AM/PM Consecutive) (44) Campus Coaching ELAR + SLAR Special PD Package - PT01308 Sessions could include but not limited to Strengthening EP & P and Coaching Sessions upon request	\$67,900 \$9,600 \$51,200 \$9,600 \$3,200 \$140,800 \$200,000
Total Cost District Discount Final Cost		\$616,100 (\$25,000) \$591,100

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Onsite Training & Coaching (Cohort 2)

Year
1: K-5

Initial Training Sessions:

Training for Teachers: K-2 and 3-5 Comprehensive Initial Trainings for Texas ELAR and SLAR, 1 day

Prepares teachers to effectively implement Texas ELAR/SLAR Skills and Knowledge Strands in their classrooms; covers program principles, unit and lesson design, and key instructional practices.

- Timing: Before 22-23 school year begins
- Duration: One day for up to 30 participants
- # of Sessions: (11) K-2 ELAR, (6) K-2 SLAR, (10) 3-5 ELAR, (6) 3-5 SLAR
- Recommendation:
 - New teachers
 - Instructional Coaches and Principals in attendance
 - (Select sessions for TOT for coaches or select group per district guidance)

Initial Training for K–5 Instructional Leaders, ½ day

Prepare to implement and support Texas ELAR instruction in your schools! Learn how Texas ELAR/SLAR supports students to build literacy skills in the early grades and move among reading, writing, speaking and listening, and language activities in the upper grades. Understand the purpose of the Texas ELAR /SLAR program (Skills, Knowledge, and Integrated Strands) and identify components of the Texas ELAR/SLAR design principles within lessons. Participants will begin creating an action plan to support communication and change management related to Texas ELAR/SLAR to staff, parents, and other stakeholders. Participants will leave with an action plan to support communication and change management related to Texas ELAR/SLAR to staff, parents, and other stakeholders.

- Timing: Before 22-23 school year begins
- Duration: 1/2 day for up to 30 participants
- # of Sessions: 2 AM/PM
- Recommendation:
 - School administrators, Instructional Coaches, and other building and/or district instructional leaders

Partner Consultations for District Leaders

Implementation calls focused on addressing implementation and pedagogical questions and professional development planning. Services will include program review consultations at mid- and end of the year and ongoing pedagogical support available online and by phone 365 days/year for teachers, school leaders, and/or district leaders.

- Timing: Ongoing
- Duration: Bi-weekly check-in calls; Program review consultations at mid- and end of year; Partner onsite visits

<p>Year 1</p>	<p><u>Strengthening and/or Coaching:</u></p> <p>Training for Teachers: Strengthening Implementation Districts can use Strengthening Days flexibly based on implementation needs in order to effectively train their educators. Strengthening Days can include follow-up professional development sessions (see our menu of individual training sessions below) and/or onsite coaching visits conducted at schools.</p> <ul style="list-style-type: none"> ● Timing: Flexible after 4-6 weeks of implementation ● Duration: ½ day sessions for up to 30 participants per session. ● # of Sessions: (21) K-2 ELAR, (3) K-2 SLAR, (16) 3-5 ELAR, (3) 3-5 SLAR - all AM/PM consecutive sessions ● Possible Strengthening half-day sessions include: <ul style="list-style-type: none"> ○ Enhancing Planning & Practice for Teachers (select sessions for TOT for coaches or select group per district guidance) ○ Amplify Texas ELAR/SLAR Writing for K-2 or 3-5 ○ Enhancing Planning & Practice Instruction for English Language Learners K-5 ○ Enhancing Planning & Practice Instruction for Students with Special Needs K-5
	<p>Training for Teachers: Onsite Coaching Sessions Texas ELAR onsite coaching sessions are geared to meet the needs of individual schools and teachers in order to strengthen program implementation. Texas ELAR facilitators will work with district or school leads to design the format of the onsite session. Onsite coaching agendas may include a combination of the following services: Lesson modeling (conducted by a Texas ELAR facilitator) and debrief, grade-level planning, classroom observations and feedback, and Leadership consultation. The flexible onsite coaching design allows a collaborative approach to support effective program implementation. Coaching visits can include a full day at a single school or two half-day visits to two different schools.</p> <ul style="list-style-type: none"> ● Timing: Flexible (Fall/Spring) - District can designate key campuses to visit ● Duration: (44) ● Onsite coaching visits can consist of up to two schools a day or be used at one school for the duration ● Onsite coaching visits can include observation and feedback, modeling, coaches leading PLCs, coaches leading team planning, or a combination based on school and/or district need. ● Participants: Teachers/Leaders

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Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-216247-2
 Date: 4/4/2023
 Expires On: 6/1/2023
 (RFP 22-121)

Customer Contact Information
 Darnisha Carreathers
 Ft Worth Ind School District
 8178142500
 darnisha.carreathers@fwisd.org

Amplify Contact Information
 Julie Godfrey
 Account Executive
 (817) 360-0527
 jgodfrey@amplify.com

COHORT 2 CONSUMABLES
 QUOTE #1

GRADE K: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR GK Skills & Knowledge Activity Book Set	6,660.00	\$38.00	\$0.00	\$253,080.00
Amplify TX ELAR GK Teacher Resource Site - 1yr (2023-2024)	222.00	\$0.00	\$0.00	\$0.00
Amplify SLAR TX GK Skills and Knowledge Activity Book Set - 1yr (2023-2024)	2,010.00	\$47.50	\$0.00	\$95,475.00
Amplify TX SLAR GK Teacher Resource Site - 1yr (2023-2024)	67.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$348,555.00

GRADE 1: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G1 Skills & Knowledge Activity Book Set	7,470.00	\$38.00	\$0.00	\$283,860.00
Amplify TX ELAR G1 Teacher Resource Site - 1yr (2023-2024)	249.00	\$0.00	\$0.00	\$0.00
Amplify SLAR TX G1 Skills and Knowledge Activity Book Set - 1yr (2023-2024)	2,160.00	\$47.50	\$0.00	\$102,600.00
Amplify TX SLAR G1 Teacher Resource Site - 1yr (2023-2024)	72.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$386,460.00

GRADE 2: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G2 Skills & Knowledge Activity Book Set	6,990.00	\$38.00	\$0.00	\$265,620.00

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G2 Teacher Resource Site - 1yr (2023-2024)	263.00	\$0.00	\$0.00	\$0.00
Amplify SLAR TX G2 Skills and Knowledge Activity Book Set - 1yr (2023-2024)	2,040.00	\$47.50	\$0.00	\$96,900.00
Amplify TX SLAR G2 Teacher Resource Site - 1yr (2023-2024)	68.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$362,520.00

GRADE 3: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G3 Activity Book Set	5,580.00	\$38.00	\$0.00	\$212,040.00
Amplify TX ELAR G3 Teacher Resource Site - 1yr (2023-2024)	186.00	\$0.00	\$0.00	\$0.00
Amplify TX SLAR G3 Activity Book Set	1,800.00	\$47.50	\$0.00	\$85,500.00
Amplify TX SLAR G3 Teacher Resource Site - 1yr (2023-2024)	60.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$297,540.00

GRADE 4: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G4 Activity Book Set	5,310.00	\$38.00	\$0.00	\$201,780.00
Amplify TX ELAR G4 Teacher Resource Site - 1yr (2023-2024)	177.00	\$0.00	\$0.00	\$0.00
Amplify TX SLAR G4 Activity Book Set	1,500.00	\$47.50	\$0.00	\$71,250.00
Amplify TX SLAR G4 Teacher Resource Site - 1yr (2023-2024)	50.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$273,030.00

GRADE 5: ELAR + SLAR

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G5 Activity Book Set	4,800.00	\$38.00	\$0.00	\$182,400.00
Amplify TX ELAR G5 Teacher Resource Site - 1yr (2023-2024)	160.00	\$0.00	\$0.00	\$0.00
Amplify TX SLAR G5 Activity Book Set	1,470.00	\$47.50	\$0.00	\$69,825.00
Amplify TX SLAR G5 Teacher Resource Site - 1yr (2023-2024)	49.00	\$0.00	\$0.00	\$0.00
TOTAL			\$0.00	\$252,225.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$153,626.40	\$0.00	\$153,626.40

TOTAL DISCOUNT
GRAND TOTAL

\$0.00
\$2,073,956.40

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

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- 1. Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
- 2. License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
- 3. Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
- 5. Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use

or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO

CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-205677-5
 Date: 3/5/2023
 Expires On: 4/4/2023
 (RFP 22-121)

Customer Contact Information

Darnisha Carreathers
 Ft Worth Ind School District
 8178142500
 darnisha.carreathers@fwisd.org

Amplify Contact Information

Julie Godfrey
 Account Executive
 (817) 360-0527
 jgodfrey@amplify.com

BIG BOOKS COHORT 2

QUOTE #3

ELAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX GK Skills Big Book Set	222.00	\$285.00	\$63,270.00
Amplify TX G1 Skills Big Book Set	249.00	\$180.00	\$44,820.00
TOTAL			\$108,090.00

SLAR

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify TX SLAR GK Habilidades y Destrezas Unit 2 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 3 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 4 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 5 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 6 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 7 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 8 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR GK Habilidades y Destrezas Unit 9 Big Book	67.00	\$72.00	\$4,824.00
Amplify TX SLAR G1 Habilidades y Destrezas Unit 1 Big Book	72.00	\$72.00	\$5,184.00
Amplify TX SLAR G1 Habilidades y Destrezas Unit 2 Big Book	72.00	\$72.00	\$5,184.00
Amplify TX SLAR G1 Habilidades y Destrezas Unit 3 Big Book	72.00	\$72.00	\$5,184.00
Amplify TX SLAR G1 Habilidades y Destrezas Unit 4 Big Book	72.00	\$72.00	\$5,184.00
TOTAL			\$59,328.00

Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$13,393.44	\$13,393.44

GRAND TOTAL

\$180,811.44

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2022 until 06/30/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
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8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

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13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

As of March 2023

Rider to Amplify Education Inc.'s Terms and Conditions for Fort Worth Independent School District

The following changes to Amplify's standard terms and conditions are hereby incorporated into quotes for Fort Worth Independent School District relating to Amplify's assessment and curriculum products:

The following is removed from the beginning of the Terms & Conditions section: "This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions."

Paragraph 1, Scope

The first sentence is replaced with the following: "Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, applicable request for proposal or cooperative agreement, valid purchase order, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products")."

Paragraph 6, Shipments

The first sentence is replaced with the following: "Unless otherwise specified on the Quote, physical Products will be shipped FOB destination in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt."

Paragraph 9, Student Data

The last sentence is replaced with the following: "The Data Sharing Agreement between the parties will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement."

The following sentence is appended to the end of this section: "Amplify acknowledges and understands that Customer is subject to the Texas Public Information Act and its limited exceptions. Upon a valid request under the Act for information governed under this Agreement, Customer will provide third party notice to Amplify but assumes no other liability or obligation."

Paragraph 13, Term; Termination

The first sentence is replaced with the following: "This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual written agreement of the parties."

The third sentence is replaced with the following: "Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, and (c) pay any fees due and owing hereunder."

Paragraph 14, Miscellaneous

The first sentence is replaced with the following: "This Agreement, including all addendums, attachments and the Quote, applicable purchase order, request for proposal submission, or cooperative agreement, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof."

The sixth sentence is replaced with the following: "This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas, without giving effect to the choice of law rules thereof".

The last sentence is replaced with the following: "Neither party shall have any liability to the other party or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network."

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RENEWAL OF FOOD SERVICE MANAGEMENT COMPANY CONTRACT FOR THE 2023 - 2024 SCHOOL YEAR**

BACKGROUND:

The Texas Department of Agriculture (TDA) has approved the District’s proposed renewal of its Food Service Management Company (FSMC) Contract with ARAMARK Educational Services, LLC., for the 2023 - 2024 school year. The complete contract, signed by all parties, must be on file with TDA by June 22, 2023. Fee increases must be linked to the Consumer Price Index (CPI) with a methodology and calculation provided to reflect the percentage of increase in the CPE. The District will utilize a fixed meal-rate renewal for the methodology for fee increases. The new rates are as follows: Breakfast \$2.45; Lunch \$3.82; Snack \$1.09; and A la Carte \$3.93.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Food Service Management Company Contract for the 2023 - 2024 School Year
2. Decline to Approve Renewal of Food Service Management Company Contract for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Food Service Management Company Contract for the 2023 - 2024 School Year

FUNDING SOURCE: Additional Details

Food Service 701-35-6299-001-999-99-540-000000

COST:

Not-to-Exceed - \$26,221,700

VENDOR:

ARAMARK Educational Services, LLC.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP #21-063

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

Child Nutrition Services
All Schools

RATIONALE:

Approving a TDA-approved food service management company to contractually administer the school lunch program for the District's students will increase food quality and meal participants.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE RENEWAL OF DISTRICT - WIDE LEGAL SERVICES**

BACKGROUND:

On May 24, 2022, the Board of Trustees approved the qualifications of firms for the provision of legal services at the amount of \$1,200,000. The services are on an as-needed basis from May 24, 2022, through May 24, 2023, with an annual renewal not-to-exceed for four (4) consecutive years. This item will allow for the extension of that award for up to \$1,200,000 from May 24, 2023, to May 24, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve District - Wide Legal Services
2. Decline to Approve District - Wide Legal Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve District - Wide Legal Services

FUNDING SOURCES: **Additional Details**

General Fund	Various funding line items
Debt Service Funding	
ESSER Funding	
2017 and 2021 Bonds	

COST:

\$1,200,000

VENDORS:

Abernathy, Roeder, Boyd & Hullett Bracewell LLP Brackett & Ellis, PC Cantey Hanger LLP Clark Hill Escamilla & Poneck, LLP Fanning, Harper, Martinson, Brandt & Kutchin, PC Greenberg Traurig Jones Walker LLP Karczewski, Bradshaw, Spaulding, LLP Kelly, Hart & Hallman, LLP Leasor Crass, PC Leon Alcala PLLC Norton, Rose, Fulbright US LLP	McCall, Parkhurst & Horton LLP O’Hanlon, Demerath & Castillo Orrick, Herrington & Sutcliffe, LLP Ray & Wood Rogers, Morris & Grover. LLP Salas Law Thompson & Horton, LLP Underwood Law Firm, PC Watson, Caraway, Midkiff & Luningham, LLP Walsh, Gallegos, Trevino, Russo & Kyle, PC West & Associates, LLP
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PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics:

Bid Number: 22-126

Number of Bid/Proposal Received: 29

HUB Firms: 4

Compliant Bids: 29

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

Purchasing Support Documents Needed:

Bid – Bid Summary / Evaluation

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

Office of Legal Services

RATIONALE:

Legal firms are needed to provide legal services on an as-needed basis for legal matters related to: business and commercial Law, bond counsel, construction law, elections, employment law, e-rate, facility use/naming rights, general litigation, hearing officers, immigration law, intellectual property, investigations, personnel administration and benefits, policy, public information requests, public-private partnerships, real estate, small claims litigation; special counsel to the Board; special education/section 504, trainings, wills and estates, zoning, planning, and land use, and other legal services that may be required.

INFORMATION SOURCES:

Karen Molinar
Carmen Arrieta-Candelaria
Lynda Jackson

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR CONSTRUCTION SERVICES FOR THE TRIMBLE TECH HIGH SCHOOL BETTERMENT RENOVATIONS PROJECT COMPETITIVE SEALED PROPOSAL (CSP) #19-004 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP #19-004) entitled “Job Order Contracting Services for the 2017 Capital Improvement Program”.

The pool of approved firms resulting from the original CSP were contacted and requested to provide a proposal for the Trimble Tech High School Better Renovations Project.

The District received three (3) Proposals from the following firms in ranked order:

1. LEMCO Construction & Materials, LLC
2. Reeder General Contractors
3. Phillips/May Corporation*

Should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Trimble Tech High School Renovations Betterment Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Trimble Tech High School Renovations Betterment Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for the Trimble Tech High School Renovations Betterment Project (Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017	671-81-6629-J41-011-99-000-011503
	671-81-6629-C41-011-99-000-011503

COST:

Not-to-Exceed - \$1,530,245

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid Specifics

CSP 19-004

Bids responsive- 16

Bids Awarded- 8

Bids renewed- 3

HUB Firms-2

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program
Trimble Tech High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR CONSTRUCTION SERVICES FOR THE AMON CARTER-RIVERSIDE HIGH SCHOOL BETTERMENT RENOVATIONS PROJECT COMPETITIVE SEALED PROPOSAL (CSP) #19-004 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP #19-004) entitled “Job Order Contracting Services for the 2017 Capital Improvement Program.”

The pool of approved firms resulting from the original CSP were contacted and requested to provide a proposal for the Amon Carter-Riverside High School Better Renovations Project.

The District received two (2) proposals from the following firms in ranked order:

1. Reeder General Contractors
2. Phillips/May Corporation

Should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter to into a Contract with a General Contractor for Construction Services for the Amon Carter-Riverside High School Betterment Renovations Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter to into a Contract with a General Contractor for Construction Services for the Amon Carter-Riverside High School Betterment Renovations Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter to into a Contract with a General Contractor for Construction Services for the Amon Carter-Riverside High School Betterment Renovations Project Competitive Sealed Proposals (CSP) #19-004 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017 671-81-6629-J41-001-99-000-001504
671-81-6629-C41-001-99-000-001504

COST:

Not-to-Exceed - \$2,100,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid Specifics

CSP 19-004

Bids responsive- 16

Bids Awarded- 8

Bids renewed- 3

HUB Firms-2

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program
Amon Carter-Riverside High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR CONSTRUCTION SERVICES FOR THE WESTERN HILLS HIGH SCHOOL BETTERMENT RENOVATIONS PROJECT COMPETITIVE SEALED PROPOSALS [CSP] #19-004 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (RFCSP #19-004) entitled “Job Order Contracting Services for the 2017 Capital Improvement Program.”

The pool of approved firms resulting from the original CSP were contacted and requested to provide a proposal for the Western Hills High School Better Renovations Project.

The District received three (3) proposals from the following firms in ranked order:

1. Reeder General Contractors
2. Big Sky Construction Company, Inc.
3. Phillips/May Corporation

Should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for Western Hills High School Renovations Betterment Project Competitive Sealed Proposals [CSP] #19-004 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for Western Hills High School Renovations Betterment Project Competitive Sealed Proposals [CSP] #19-004 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract with a General Contractor for Construction Services for Western Hills High School Renovations Betterment Project Competitive Sealed Proposals [CSP] #19-004 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2017 671-81-6629-J41-015-99-000-015503
671-81-6629-C41-015-99-000-015503

COST:

Not-to-Exceed - \$1,915,173

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid Specifics

CSP# 19-004

Bids responsive- 16

Bids Awarded- 8

Bids renewed- 3

HUB Firms-2

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program
Western Hills High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH BYRNE-POTERE JV FOR JOB #011-211 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On September 24, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Byrne-Potere JV, for pre-construction services for Job No. 011-211 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #20-002) Trimble Tech High School. On December 10, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included renovations to current common spaces to create collaboration spaces for learning and student interaction. Moderate renovations were applied to various locations within the school to meet the twenty-first century learning model. Renovations also included reclaiming, or repurposing, space to support the Arts, Health Sciences and Career and Technical Education. On July 26, 2022, the Board of Education approved Change Order No. 1 to replenish contingency previously used to provide Heating, Ventilation, and Air Conditioning, or HVAC, and power revisions to the construction lab, addition of electrical ground to existing electrical feeders, enlarging the MDF room to accommodate planned expansion, adding a domestic water heater to the 3rd floor, mitigation of existing slab moisture for new floors.

Original Contract with Guaranteed Maximum Price:	\$33,208,500.00	Original Substantial Completion Date:	December 30, 2022
Change Order No. 1	\$500,000.00	Substantial Completion Date Decreased:	18 days
Final Deductive Change Order No. 2:	(\$472,520.03)	Final Substantial Completion Date:	December 12, 2022
Final Contract Amount:	\$33,235,979.97		
Previously Paid:	(\$31,758,092.30)		
Final Payment Due:	\$1,478,887.67		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Byrne-Potere JV for Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with Byrne-Potere JV for Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with Byrne-Potere JV for Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$1,478,887.67

VENDOR:

Byrne-Potere JV

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
Trimble Tech High School

RATIONALE:

Byrne-Potere JV has completed all work as required per the terms of their Contract for renovations at Trimble Tech High School. The work has been inspected by Fender Andrade Architects, LLC, and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023**

**TOPIC: **APPROVE VIDEO BOARDS AND SPORTS MARKETING CONTRACT
FOR CENTRAL ATHLETIC SITES****

BACKGROUND:

Over the course of the last two (2) school years, the video boards and marquees at various central sites have deteriorated significantly and have failed in some cases, creating video board pixel blackouts during community or athletic events at the sites. The Athletic Department has contracted with an outside vendor over this time period as a stop-gap measure but the video boards/marquees are no longer able to be repaired to district standards due to parts being unavailable and the age of the systems.

The video boards and marquees at the following sites are in need of replacement:

Clark Stadium.....Video Board and Sound
Farrington Field.....Video Board and Sound
Scarborough-Handley Field.....Video Board and Sound

Farrington Field.....Marquee
Clark Stadium.....Marquee

In an effort to replace the video boards at no potential cost to the District due to limited funding, the Division of Business and Finance and Athletics Department propose to finance the boards through an enterprise fund which will allow the recoupment of the equipment’s cost over a seven-year period. This period meets or exceeds the useful life of the board. Revenues will be generated by advertising that is displayed on the boards/marquees and will be used to offset the cost of the equipment over this period. A turn-key solution with one company is proposed whereby the company will replace the equipment as well as manage all marketing aspects of the equipment. It is anticipated that the cost of the program will not exceed \$3,000,000 with an average recoupment of \$428,571 per year.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Video Boards and Sports Marketing Contract for Central Athletic Sites
2. Decline to Approve Video Boards and Sports Marketing Contract for Central Athletic Sites
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve of Video Boards and Sports Marketing Contract for Central Athletic Sites

FUNDING SOURCE: *Additional Details*

Enterprise Fund 746-36-6XXX-001-999-91-260-000000

COST:

Not-to-Exceed - \$3,000,000

VENDOR:

Digital Scoreboard/ScoreVision

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

Athletics Department
Central Athletic Sites

RATIONALE:

The deterioration of the video boards and marquees must be replaced due to the age of the systems and the lack of parts necessary to make repairs. If the equipment is not replaced, the blackouts will continue to occur which will reduce the student and community experience at these sites. This option allows the District to minimize the cost to the general fund and fund it through revenues generated for this purpose.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria
Cherie Washington

ACTION AGENDA ITEM
BOARD MEETING
May 23, 2023

**TOPIC: APPROVE NOMINATION FOR TEXAS ASSOCIATION OF SCHOOL
BOARDS BOARD OF DIRECTORS, REGION 11, POSITION B**

BACKGROUND:

The Texas Association of School Boards (TASB) Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual 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 Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

The position is currently held by Trustee Quinton Phillips. As this is a large District position, the Fort Worth ISD (FWISD) trustees' nomination of a board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services. Nominations must be received by TASB no later than Friday, June 30, 2023.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B
2. Decline to Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Board's Discretion

FUNDING SOURCE: **Additional Details**

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

Fort Worth ISD Board of Trustees

RATIONALE:

As this is a large District position, the FWISD trustees' nomination of a Board member will constitute a majority and will elect him/her to the Board of Directors. A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services.

INFORMATION SOURCE:

Angélica Ramsey
Karen Molinar

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 is posted and filed in compliance with the Open Meetings Law on May 19, 2023, at 1:30 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**